

Fulcrom
Terms of Use

Last modified: 27 December 2023

OUR SERVICES ARE *NOT* OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN THE UNITED STATES OF AMERICA OR ANY RESTRICTED TERRITORY, AS DEFINED BELOW (ANY SUCH PERSON OR ENTITY FROM THE UNITED STATES OF AMERICA OR A RESTRICTED TERRITORY, A “RESTRICTED PERSON”). WE DO NOT MAKE EXCEPTIONS; THEREFORE, IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE OR USE THE INTERFACE. USE OF A VIRTUAL PRIVATE NETWORK (E.G., A VPN) TO USE OUR SERVICES AS A RESTRICTED PERSON OR FROM THE UNITED STATES OF AMERICA OR A RESTRICTED TERRITORY IS PROHIBITED.

Welcome to Fulcrom.finance, a website-hosted user interface (the “**Interface**”). The Interface provides access to the decentralized non-custodial protocol on the Cronos blockchain called the Fulcrom Protocol (the “**Protocol**”).

These Terms of Use, together with any other documents incorporated by reference, including any other terms and conditions or any other agreement Fulcrom and its affiliates (“**Fulcrom**”, “**we**,” “**us**,” or “**our**”) posts publicly or makes available to you or the company or other legal entity you represent (“**you**” or “**your**”) (collectively, these “**Terms**”) are entered into between Fulcrom and you. Please read these Terms carefully, as these Terms govern your use of, and access to <https://fulcrom.finance> (the “**Site**”) and the Interface, and expressly cover your rights and obligations, and our disclaimers and limitations of liability, relating to your use of, and access to the Site and the Interface.

By accessing or using the Site or Interface, you accept and agree to be bound by and to comply with these Terms. Please do not access or use the Site or Interface if you do not agree with any of these Terms.

Please carefully review the risks in Section 8 and disclosures and disclaimers set forth in Sections 10 and 11 in their entirety before accessing or using the Site or Interface. Section 3 provides important obligations associated with your use of the Site or Interface. By accessing or using the Site or Interface, you agree that Fulcrom does not provide execution, settlement, or clearing services of any kind and is not responsible for the execution, settlement, or clearing of transactions automated through the Protocol.

1. ELIGIBILITY

1.1. As a condition to accessing or using the Site or Interface, you represent and warrant to Fulcrom the following:

1.1.1. If you are an individual person, then you are of legal age in the jurisdiction in which you reside, and you have the legal capacity to enter into these Terms and be bound by them;

- 1.1.2. If you are an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "you" (except as used in this paragraph) will mean that entity;
- 1.1.3. If you are entering these Terms to access perpetual contracts or will in the future access perpetual contracts, then you are not a US Person and are not accessing the perpetual contracts from a US IP address;
- 1.1.4. You are not a resident, national, or agent of any country to which the United States, the United Kingdom, or the European Union embargoes goods or imposes similar sanctions (collectively, "**Restricted Territories**");
- 1.1.5. You are not the subject of economic or trade sanctions administered or enforced by any governmental authority, or otherwise designated on any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the United Nations, including without limitation the U.S. Office of Foreign Asset Control Specifically Designated Nationals and Blocked Person List (collectively, "**Sanctioned Persons**");
- 1.1.6. You do not intend to transact with any person or entity from a Restricted Territory or with any Sanctioned Persons;
- 1.1.7. You do not, and will not, use VPN software or any other privacy or anonymization tools or techniques, or other means, to circumvent, or attempt to circumvent, any restrictions that apply; and
- 1.1.8. Your access to the Site or the Interface is not (a) prohibited by and does not otherwise violate or assist you in violating any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, letter, or another directive, requirement, guidance, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, letter, order, judgment, directive or other requirements, guidance, or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over Fulcrom or you as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "**Applicable Laws**"); or (b) contribute to or facilitate any illegal activity.

2. ACCESS TO AND USE OF SITE AND INTERFACE

2.1. As a condition to accessing or using the Site or the Interface, you acknowledge, understand, and agree to the following:

- 2.1.1. From time to time, the Site or the Interface may be inaccessible or inoperable for any reason, including, but not limited to: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that Fulcrom or any of its suppliers or contractors may undertake from time to time; (c) causes beyond Fulcrom's control or that Fulcrom could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;

- 2.1.2. We reserve the right to disable or modify access to the Site at any time in the event of any breach of these Terms, including, without limitation, if we reasonably believe any of your representations and warranties may be untrue or inaccurate, and we will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Site or the Interface being inaccessible to you at any time or for any reason;
- 2.1.3. We reserve the right to disqualify your access or the access of any prospective Fulcrom users, including those that have been referred to us via the Fulcrom Referral Programme (the “**Referral Programme**”) at our sole discretion. We reserve the right to decide at our sole discretion if a referral in the Referral Program constitutes as a successful referral according to the rules set out in the [Fulcrom Gitbook](#), which may be amended by us, without prior notice to you, from time to time.
- 2.1.4. The Interface may evolve, which means third parties may apply changes, replace, or discontinue (temporarily or permanently) the access at any time in their sole discretion;
- 2.1.5. The pricing information provided on the Site or the Interface does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with Fulcrom;
- 2.1.6. Fulcrom does not act as a broker or advisor for you;
- 2.1.7. You are solely responsible for your use of the Site or the Interface, including all of your transfers of digital assets;
- 2.1.8. To the fullest not prohibited by Applicable Law, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
- 2.1.9. You are solely responsible for reporting and paying any taxes applicable to your use of the Interface; and
- 2.1.10. We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so. If you experience a problem with any transactions in digital assets using the Site or the Interface, you bear the entire risk.

3. PROHIBITED USES

3.1. You agree not to engage in the prohibited uses set forth below. The specific activities set forth below are representative but not exhaustive. By using the Site or the Interface, you confirm that you will not do any of the following:

- 3.1.1. Promote or facilitate illegal activities, including but not limited to money laundering, terrorist financing, tax evasion, buying or selling illegal drugs, contraband, counterfeit goods, or illegal weapons;
- 3.1.2. Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity, privacy, or any other proprietary right of Fulcrom or of third parties;

- 3.1.3. Engage in improper or abusive trading practices, including but not limited to (a) any fraudulent act or scheme to defraud, deceive, trick, or mislead; (b) trading ahead of another user of the Site or the Interface or front-running; (c) fraudulent trading; (d) accommodation trading; (e) fictitious transactions; (f) pre-arranged or non-competitive transactions; or (g) cornering;
- 3.1.4. Uploading or transmitting viruses, worms, Trojan horses, time bombs, cancelbots, spiders, malware, or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or the Interface;
- 3.1.5. Use the Site or Interface in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;
- 3.1.6. Use or exploit the Referral Programme on a commercial basis and market, promote, post about the Referral Programme in a public forum or to the general public at large without our prior written permission and/or approval.
- 3.1.7. Harass, abuse, or harm another person or entity, including Fulcrom's collaborator and service providers;
- 3.1.8. Impersonate another user of the Site or the Interface or otherwise misrepresent yourself; or
- 3.1.9. Engage or attempt to engage or encourage, induce or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 3 or any other provision of these Terms.

4. FEES AND PRICE ESTIMATES

In connection with your use of the Interface and Site, you are required to pay all fees necessary for interacting with the Cronos chain, including gas costs and all other fees reflected on the Interface at your use, including trading-related fees. We will attempt to provide accurate fee information; however, all information provided reflects only an estimate of fees, which may vary from the actual fees necessary and paid for transactions and interacting with public blockchain networks.

5. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

5.1. Nothing herein constitutes legal, financial, business, or tax advice, and you are strongly advised to consult an advisor(s) before engaging in any activity in connection herewith. All information provided by the Site is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Site or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, discord content, news feeds, tutorials, tweets, and videos. Before you make any financial, legal, or other decisions involving the Interface, you should seek independent professional advice

from an individual who is licensed and qualified in the area for which such advice would be appropriate.

5.2. The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in the Terms.

6. PROPRIETARY RIGHTS

6.1. Fulcrom own all rights, names, logos, and other marks used on the Site and the Interface, including, without limitation, any copyrights in and to any content, code, data, or other materials that you may access or use on or through the Site or the Interface. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Interface or any of its contents. Except as expressly set forth herein, your use of or access to the Site or the Interface does not grant you any ownership or other rights therein.

6.2. You will retain ownership of all intellectual property and other rights in any information and materials you submit through the Interface. However, by uploading such information or materials, you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner in accordance with applicable laws and regulations.

6.3. Fulcrom may use and share your comments, bug reports, ideas, or other feedback that you may provide, including suggestions about how we might improve (collectively, "**Feedback**"). You agree that we are free to use or not use any Feedback we receive from you as we see fit, including copying and sharing such feedback with third parties (whether on a non-confidential basis, or otherwise), without any obligation or additional compensation to you.

6.4. If you satisfy all of the eligibility requirements in the Terms and that your access to and use of the Interface complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Interface. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause. Use of the Interface for any purpose not expressly permitted by the Terms is strictly prohibited. Unlike the Interface, the Protocol is comprised of open-source software running on the Cronos chain and is not our proprietary property.

7. MODIFICATION, SUSPENSION, AND TERMINATION

7.1. Fulcrom reserve the right, at our sole discretion, from time to time and with or without prior notice to you, to modify, suspend or disable (temporarily or

permanently) the Site or the Interface, in whole or in part, for any reason whatsoever, including, without limitation. Upon termination of your access, your right to use the Site or the Interface will immediately cease. Fulcrom will not be liable for any losses suffered by you resulting from any modification to the Site or the Interface or from any modification, suspension, or termination, for any reason, of your access to all or any portion of the Site or the Interface.

- 7.2. We reserve the right, in our sole discretion, to revise these Terms from time to time. We will notify you by updating the date at the top of the Terms and maintaining a current version. The most current version of the Terms will always be at <https://fulcrom.finance/about/termsandconitions.pdf>. All modifications will be effective when they are posted. By continuing to access or use the Site or the Interface after those revisions become effective, you agree to be bound by the revised Terms.

8. RISKS

- 8.1. By accessing or interacting with the Site or the Interface in any way, you understand and agree to the inherent risks associated with cryptographic systems, blockchain networks, digital assets, smart contract-based tokens, cryptocurrencies, and systems that interact with blockchain networks. The software underlying blockchain networks are open-source so anyone can use, copy, modify, and distribute it. Fulcrom does not own or control any of such underlying software.
- 8.2. By accessing and using the Interface, you acknowledge and agree that:
- 8.2.1. Fulcrom is not responsible for the operation of the open-source software and blockchain networks underlying the Interface;
 - 8.2.2. There exists no guarantee of the functionality, security, or availability of the open-source software and blockchain networks underlying the Interface;
 - 8.2.3. The underlying blockchain networks are subject to sudden changes in operating rules (each a “**Fork**”) which are exogenous to Fulcrom and may result in more than one version of such network. Such Fork(s) may materially affect the Interface as well as the value, function and/or name, and may result in loss of control or ownership, of your digital assets. If a Fork occurs, it may also result in the creation of a new digital asset (“**Forked Asset**”) related to an existing digital asset (the “**Prior Asset**”). We have no control over, nor do we have the ability to influence, the creation or implementation of a Fork or of the Forked Asset. We can provide no assurances about the security, functionality or supply of any digital asset, including both the Prior Asset and the Forked Asset. You understand, acknowledge and agree that we assume no liability relating to any change in the value of any digital asset (whether or not resulting from a Fork). You understand, acknowledge and agree that a Fork could constitute a force majeure event beyond our reasonable control, which could affect the value of your digital assets, and that Fulcrom does not assume any liability resulting from such events.
 - 8.2.4. You are solely responsible for securing your private key(s). We do not have access to your private key(s); losing control of your private key(s) will

permanently and irreversibly deny you access to any blockchain-based network. Neither Fulcrom nor any other person or entity will be able to retrieve or protect your digital assets. If your private key(s) are lost, you will not be able to transfer your digital assets to any blockchain address or wallet. If this occurs, you will not be able to realize any value or utility from the digital assets you may hold.

8.2.5. Fulcrom is not responsible for the content of any third party, including, but not limited to, information, materials, products, or services that Fulcrom does not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. Fulcrom does not endorse or assume any responsibility for such resources or promotions. In the event you access any such resources or participate in any such promotions, you do so at your own risk and understand that these Terms do not apply to your dealings or relationships with any third parties. You expressly relieve Fulcrom of all liability arising from using such resources or participating in such promotions.

8.3. You understand that the Cronos blockchain remains under development, which creates technological and security risks when using the Interface, in addition to uncertainty relating to digital assets and transactions therein. You acknowledge that the cost of transacting on the Cronos blockchain is variable and may increase at any time, causing an impact on any activities taking place on these blockchains, which may result in price fluctuations or increased costs when using the Interface.

8.4. Transactions entered into in connection with the Interface are irreversible and final, and there are no refunds. You acknowledge and agree that you will access and use the Interface at your own risk.

8.5. We must comply with Applicable Law, which may require us to, upon request by government agencies, take certain actions or provide information that may not be in your best interests.

8.6. You hereby assume and agree that Fulcrom will have no responsibility or liability for the risks in this Section 8. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Fulcrom, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, representatives, suppliers, and contractors related to any of the risks set forth in this Section 8.

9. THIRD-PARTY RESOURCES

The Interface may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Interface. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings

or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

10. DISCLOSURES

- 10.1. Fulcrom is an informational site for the Protocol. Fulcrom does not operate an exchange platform or offer trade execution or clearing services and has no oversight, involvement, or control concerning your transactions using the Interface. All transactions between users of the Interface are executed peer-to-peer directly between the users' blockchain addresses through a third-party developed open-source smart contract.
- 10.2. Fulcrom is not part of any transaction on the blockchain networks underlying the Protocol; we do not have possession, custody, or control over any crypto assets appearing on the Interface; and we do not have possession, custody, or control over any user's funds. Further, we do not store, send, or receive any crypto assets. You understand that when you interact with any Protocol smart contracts, you always retain control over your crypto assets. We do not have access to your private keys.
- 10.3. You are responsible for complying with all Applicable Laws that govern your perpetual contracts. As a result of restrictions under the Commodity Exchange Act and the regulations promulgated thereunder by the U.S. Commodity Futures Trading Commission ("**CFTC**"), no U.S. Person may enter into perpetual contracts using the Interface.
- 10.4. You understand that Fulcrom is not registered or licensed by any regulatory agency or authority. No such agency or authority has reviewed or approved the use of the Site or the Interface.

11. WARRANTY DISCLAIMERS

THE SITE AND THE INTERFACE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SITE, THE INTERFACE, THE PROTOCOL AND UNDERLYING SOFTWARE OR ANY CONTENT ON THE SITE OR INTERFACE, WHETHER PROVIDED OR OWNED BY US OR BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, STABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM VIRUS AND ERROR. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE CONTENT ACCESSIBLE VIA THE SITE OR INTERFACE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE RESULTS OF USING THE SITE OR THE INTERFACE WILL MEET YOUR PURPOSE OR REQUIREMENTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SITE OR THE INTERFACE ARE AT YOUR SOLE RISK

AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFECT IS WITH YOU. WE MAKE NO GUARANTEES OF ANY KIND IN CONNECTION WITH THE SITE OR THE INTERFACE.

12. LIMITATION OF LIABILITY

12.1. NOTWITHSTANDING ANYTHING IN THESE TERMS, IN NO EVENT SHALL WE OR ANY OF OUR REPRESENTATIVES BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGE OR CLAIMS:

12.1.1. DUE TO AN UNUSUAL OR UNFORESEEABLE EVENT, OUTSIDE OUR REASONABLE CONTROL AND THE CONSEQUENCES OF WHICH COULD NOT HAVE BEEN AVOIDED EVEN IF ALL DUE CARE HAD BEEN EXERCISED (INCLUDING BUT NOT LIMITED TO FORCE MAJEURE EVENTS, EVENTS OF WAR OR CIVIL UNREST, NATURAL DISASTERS, STRIKE, LOCK-OUT, TRAFFIC DISRUPTION, ACTS OF DOMESTIC OR FOREIGN GOVERNMENTAL AUTHORITIES);

12.1.2. ARISING FROM OR IN CONNECTION WITH: (A) ANY DELAY, SUSPENSION, DISCONTINUANCE OR FAILURE OF THE SITE OR THE INTERFACE; (B) ANY REFUSAL TO PROCESS, OR AUTHORISE, OR ANY REVERSAL OF YOUR INSTRUCTIONS FOR ANY REASON; (C) THE DELAY OR INABILITY TO PROCESS OR COMPLETE YOUR INSTRUCTION DUE TO SYSTEM MAINTENANCE, BREAKDOWN, NON-AVAILABILITY OR INTERRUPTION OF THE SITE, THE INTERFACE, THIRD-PARTY BLOCKCHAIN NETWORKS, OUR HARDWARE OR SOFTWARE OR THAT OF ANY THIRD PARTIES;

12.1.3. CAUSED BY US DUE TO OUR COMPLIANCE WITH APPLICABLE LAWS AND/OR COURT ORDERS; AND

12.1.4. ARISING OUT OF OR IN CONNECTION WITH THESE TERMS FOR LOSS OF FUNDS, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOST DATA, OTHER INTANGIBLE LOSSES, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES TO THESE TERMS, REGARDLESS OF WHETHER SUCH DAMAGES WERE DIRECT OR INDIRECT, FORESEEABLE OR UNFORESEEABLE, OR WHETHER WE OR OUR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SITE OR THE INTERFACE, WHETHER ARISING OUT OF OR IN CONNECTION WITH BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED USD100.00. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

- 12.3. We shall not be liable for fault on the part of any third-party service providers instructed by us. In such cases, our liability shall be limited to using reasonable care in the selection, appointment and instruction of such third-party service providers (but not of any sub-contractor or other third party such third-party service provider may use).
- 12.4. By participating in the Referral Programme, you release Fulcrom, our relevant parent company, subsidiaries, affiliates, suppliers, advertising, and promotions agencies and our respective directors, officers, employees, and agents from any and all liability arising from any loss, harm, damages, cost, or expense, including without limitation, any property damages, personal injury and/or death, arising out of or in any way connected to the Referral Programme. We reserve the right to end the Referral Programme at any time at its sole discretion without providing any prior notice.
- 12.5. The parties agree that any claims against the other under these Terms may only be brought on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No court or adjudicator may consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to you cannot and may not affect any other users.

13. INDEMNIFICATION

You will defend, indemnify, and hold harmless Fulcrom, its affiliates, members, member, managers, employees, attorneys, representatives, suppliers, and contractors from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out of or relating to (a) your use of or conduct in connection with the Site or the Interface (b) your violation of these Terms; or (c) your misuse of the Site or the Interface, or any smart contract and/or script related thereto; (d) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities; (e) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property, or privacy right; (f) your use of a third-party product, service, and/or website; or (g) any misrepresentation made by you. We reserve the right to assume, at your expense, the exclusive defense, and control of any matter subject to indemnification by you. You agree to cooperate with our defense of any claim. You will not, in any event, settle any claim without our express consent.

14. DISPUTE RESOLUTION & ARBITRATION

Any dispute, controversy, difference or claim arising out of or relating to these Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre

Administered Arbitration rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

15. GOVERNING LAW

The interpretation and enforcement of these Terms, and any dispute related to these Terms, the Site, or the Interface, will be governed by and construed and enforced under the laws of Hong Kong, as applicable.

16. GENERAL INFORMATION

- 16.1. Any right or remedy of Fulcrom set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of Fulcrom in exercising any right, power, or privilege under these Terms shall not operate as a waiver thereof.
- 16.2. The following sections of these Terms will survive any termination of your access to the Site or the Interface, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 6, 7 through 16.
- 16.3. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.
- 16.4. Fulcrom will have no responsibility or liability for any failure or delay in performance of the Site or the Interface, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including without limitation any flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, any law, order regulation, direction, action or request of the government, communications, power failure, or equipment or software malfunction.
- 16.5. You may not assign or transfer any right to use the Site, the Interface, or any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or part, without notice or obtaining your consent or approval.
- 16.6. These Terms contain the entire agreement between you and Fulcrom and supersede all prior and contemporaneous understandings between the parties regarding the Interface and the Site or the Interface.
- 16.7. In the event of any conflict between these Terms and any other agreement you may have with us, these Terms will control unless the other agreement specifically

identifies these Terms and declares that the other agreement supersedes these Terms.

16.8. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms other than the Indemnified Parties.

17. CONTACT INFORMATION

If you have any questions about these Terms, the Site, or the Interface, please get in touch with Fulcrom on any of our official social media and/or communication channels as may be set up from time to time.