

Terms of Service

Last Updated: June 18 2024

Please read these Terms of Service carefully as they form a legally binding contract between you and us.

These terms of service (the "Terms") govern your ("you" or "your") use of the services provided by NAV Labs, including <https://nav.finance/> (the "Website") and any of its other platforms, websites or apps, and your Account (as defined below) (collectively, the "Services"), and creates a binding contract between you and NAV Labs SPC Ltd. ("NAV", "NAV Labs", "we", "us" or "our").

NAV Labs owns and operates the Website which acts as a front-end to the decentralized nav.finance Ecosystem. For the avoidance of doubt, NAV Labs is not the operator of the nav.finance Ecosystem of smart contracts and has no control to update, enhance, amend, fix, or otherwise alter any of the smart contracts that may be interacted with on the Website or through the Services.

Any reference to "Account" in these Terms shall mean the account you have with us to allow you to use the Services. "Account" may also be used with respect to other Service users who have opened an account with us.

We ask you please read these Terms thoroughly so you properly understand your obligations and your rights in relation to our Services and your Account. By installing, accessing, downloading or otherwise using the Services, you are agreeing to comply with and be bound by these Terms. If you breach or violate any of the Terms, we have the right to disable and block your access to the Services immediately.

We can make updates to these Terms at any time and will make any updated versions of the Terms available via the Services. Your continued use of the Services will be deemed acceptance of the updated Terms. However, if you do not accept the updated Terms, you are no longer permitted to use the Services. We therefore encourage you to regularly review the Terms to ensure you are fully aware of your obligations and rights with regards to the Services.

Regulatory Disclaimer

This document is issued by NAV Lab SPC Ltd, a company incorporated in the British Virgin Islands and registered with the British Virgin Islands Financial Services Commission (FSC) under the Securities and Investment Business Act, 2010.

No Offer or Solicitation: This document is provided for informational purposes only and does not constitute an offer to sell, or a solicitation of an offer to buy, any securities or financial instruments. The offering of shares in the fund is made solely by the offering memorandum, which should be read in its entirety before making any investment decision.

Risk Warning: Investments in hedge funds involve a high degree of risk and are intended for experienced and sophisticated investors who are capable of understanding and assuming the risks involved. Hedge funds are speculative investments, and investors may lose all or a substantial portion of their investment. The value of investments can go down as well as up, and past performance is not indicative of future results.

Investor Suitability: Potential investors should carefully consider their investment objectives, level of experience, and risk appetite before investing in the fund. They should also seek independent financial and legal advice to understand the nature and risks associated with the fund.

Regulatory Status: The fund is regulated by the British Virgin Islands Financial Services Commission (FSC). However, the FSC's regulation focuses primarily on compliance with BVI laws and regulations, and does not provide investor protection equivalent to that provided by some other jurisdictions.

Liquidity and Redemption: The fund may have limited liquidity, and investors should be aware of any restrictions on redemptions as detailed in the offering memorandum. Redemption policies may vary, and there could be lock-up periods and notice requirements.

Tax Considerations: The tax implications of investing in the fund can be complex and may vary depending on the investor's individual circumstances. Investors should consult their own tax advisors regarding the specific tax consequences of an investment in the fund.

Potential Conflicts of Interest: The fund's management may have conflicts of interest that could affect the fund's performance. These conflicts are disclosed in the offering memorandum, and investors should review these disclosures carefully.

Accuracy of Information: The information contained herein and on the nav.finance platform is based on sources believed to be reliable, but no

warranty, express or implied, is given as to its accuracy or completeness. The fund and its affiliates do not accept any liability for any direct, indirect, or consequential loss or damage arising from reliance on this information.

Forward-Looking Statements: This and any documents on this website may contain forward-looking statements that are based on the current expectations and projections of the fund's management. These statements are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the forward-looking statements.

1. CONTACT

If you have any questions about the Services, your Account, these Terms, or our Privacy Policy, please get in touch with us by emailing us at contact@nav.finance.

2. RESTRICTIONS OF USE

NAV Labs DOES NOT ALLOW RESIDENTS OR INDIVIDUALS LOCATED IN, OR ENTITIES ORGANISED UNDER THE LAWS OF, THE FOLLOWING COUNTRIES OR TERRITORIES TO TRADE ON ITS PLATFORMS AND/OR OTHERWISE USE ITS SERVICES: UNITED STATES OF AMERICA; CHINA; CUBA; CRIMEA AND SEVASTOPOL; IRAN; AFGHANISTAN; SYRIA; NORTH KOREA; CHINA; OR ANY OTHER COUNTRIES IN WHICH THE SERVICES OR PART THEREOF MAY BE RESTRICTED OR CONSIDERED UNLAWFUL SUCH AS HONG KONG, THAILAND, MALAYSIA, AND CANADA (TOGETHER, THE "RESTRICTED COUNTRIES" AND EACH A "RESTRICTED COUNTRY"). FOR THE AVOIDANCE OF DOUBT, NAV Labs DOES NOT OFFER SERVICES TO RESIDENTS OF, INDIVIDUALS LOCATED IN, OR ENTITIES ORGANISED UNDER THE LAWS OF, ANY RESTRICTED COUNTRY, AND ALL SUCH PERSONS AND ENTITIES ARE EXPRESSLY RESTRICTED FROM ACCESSING OR USING THE SERVICES. THIS INCLUDES ANY U.S. PERSON (AS DEFINED UNDER REGULATIONS UNDER THE SECURITIES ACT OF 1993 (AS AMENDED)).

IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE COUNTRY FROM WHICH YOU ACCESS THE SERVICES IS NOT A RESTRICTED COUNTRY AND WE ENCOURAGE YOU TO SEEK LEGAL ADVICE BEFORE USING THE SERVICES.

3. NO FIDUCIARY RELATIONSHIP

You expressly acknowledge and agree that we are not your broker, underwriter advisor, intermediary or agent, and have no fiduciary relationship or obligation to you regarding any decisions, actions or activities that you effect, make or undertake when using the Services. Neither our communications, nor any information or content that we

provide or make available to you, is intended as, or shall be considered or construed as financial, legal or any other advice.

4. ELIGIBILITY

In order for you to be able to use the Services, you warrant and represent that you satisfy the eligibility requirements, as described in these Terms. At any time, if requested, you must provide us with correct and up to date information demonstrating your compliance with eligibility requirements. You represent and warrant that you satisfy the following eligibility requirements:

- **Age:** if you are an individual accepting these Terms on your own behalf or on behalf of the organisation you present, you must be at least 18 years of age or higher based on the age of majority in your jurisdiction.
- **Authorised Entity:** if you are registering the use of the Services on behalf of a legal entity, you represent and warrant that: (i) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of the organisation; and (ii) you are duly authorised by such legal entity to act on its behalf.
- **Location:** you are not located, resident or formed under the laws of a Restricted Country, as detailed in section 2.
- **Previous Suspension:** you, or the organisation you represent, must not have been previously suspended, removed or otherwise restricted from using the Services or any other service or product provided by NAV Labs or a NAV Labs affiliate.
- **Technical Expertise:** you have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Cryptocurrency Investment, and the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable legal, tax and compliance requirements under applicable laws of any Cryptocurrency Investment. Further, you know, understand and accept the risks associated with your Ethereum Address (or other wallet address), the Ethereum Blockchain (other blockchain), Ether and Cryptocurrency Investments, and accept the risks associated with Cryptocurrency Investments, and are responsible for conducting your own independent analysis of the risks specific to any Cryptocurrency Investments.

5. USE OF THE SERVICES

When using the Services, you agree to comply with the following provisions.

- **Restricted Country:** you must not access or use, or attempt to access or use the Services, while located in, or formed under the laws of, a Restricted Country, as is detailed in section 2. You must not seek or attempt to circumvent the measures and procedures in place to access the Services from a Restricted Country, for example by using VPN.

- Self-Trades: you are not permitted to conduct self-trades executed in order to manipulate markets, report statistics, or cause liquidation.
- Your Account: you will only have one Account to access and use the Services. If your Account is established and used by an organisation, you will only permit authorised individuals to use your Account.

6. GENERAL CONDITIONS

In addition to any other conditions included in these Terms which you must comply with, please also be aware of the following:

- Law: you must comply with all applicable laws, regulations and rules and not be prohibited from using the Services in any way due to the applicable laws, regulations and rules or any criminal conviction you may have, including if you are located in a Restricted Country.
- Disabled Account: you must not use the Services if your Account (or an account for any other service or application of a NAV Labs group company) has been disabled in the past.
- Account Security: you are responsible for keeping your device, your cryptocurrency wallet address, your Account and any security codes/passwords safe and secure. If your Account has been hacked, compromised or breached in any way, please contact us immediately at contact@nav.finance.

7. ACCEPTABLE USE

When using the Services, you must always do so for legal, authorised and acceptable purposes. When using the Services, you will not, nor permit any person to:

- use them in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with or contravening these Terms;
- violate or infringe the rights of NAV Labs, any of its group companies, our users, or other third parties, including rights in respect of privacy, intellectual property, or other proprietary rights;
- provide false, inaccurate or misleading information;
- engage in any potentially fraudulent or suspicious activity and/or transactions;
- refuse to cooperate with an investigation or provide any information we request;
- transmit any communication, material or other content that is illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or which could instigate or encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes;
- impersonate someone or an entity;
- seek to harm NAV Labs, our group companies, or any of our users or customers; or
- access, use, copy, modify, distribute, display, otherwise exploit or prepare derivative works based upon and of our Services in impermissible or unauthorised manners, or in ways that harm us, our group companies,

our Services, systems, users, or others. In particular you must not, nor permit any person to:

- reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services, except to the extent permitted by law;
- send, store, or transmit viruses or other harmful computer code through or onto our Services;
- gain or attempt to gain unauthorised access to our systems or those of our group companies;
- create accounts for our Services through unauthorised means;
- collect the information of or about our users in any impermissible or unauthorised manner; and/or sell, resell, rent, or charge for the use of, our Services.

8. LICENCES AND INTELLECTUAL PROPERTY

8.1 What we own or control

Throughout our relationship with you, we retain ownership and/or control, as appropriate, of the Services and all intellectual property rights therein, including all copyrights, trademarks, domains, logos, trade secrets, patents, and other intellectual property rights that have existed, do, may or will exist in the future ("Intellectual Property"). You may not use our Intellectual Property unless permitted under these Terms or with our express written consent (which you can seek by contacting us using the contact details above).

8.2 What you own

Throughout our relationship with you, you retain ownership of the details, information or other data you submit for your Account or through the use of our Services. You also have the right to grant the rights and licences in these Terms as further detailed below.

8.3 Licence to us

In order for us to provide our Services to you to the best of our ability, you grant NAV Labs a worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, and display the information (including any content) that you upload, store, send, or receive on or through the use of the Services. We will only use such rights for the limited purpose of providing our Services.

8.4 Right to you

In order for you to receive the Services at the best standard, we grant you a revocable, non-exclusive, non-sublicensable and non-transferable right to use the Services for the sole purpose for which they were created, subject to and in accordance with these Terms. No other licences or rights are granted to you by implication or otherwise.

8.5 Infringement of Intellectual Property

If you believe our Intellectual Property is being infringed by a third party, please contact us immediately using the contact details provided above. If we believe you are infringing our Intellectual Property or the intellectual property of another, we may terminate your access to the Services with immediate effect.

9. PRIVACY

As you may know, to use the Services, we must collect, store, use, share and otherwise process your personal data. To learn more about why and how we do this, please read our Privacy Policy https://nav.finance/Privacy_Policy.pdf. It will also provide useful information about the rights you may have in relation to your personal data and how you may be able to exercise such rights.

10. DISCLAIMER

You use and accept the provision of the Services at your own risk and at all times subject to the following disclaimers:

- the Services are each provided on an “as is” and “as available” basis without any express or implied warranties;
- any Smart Contracts you interact with are entirely your own responsibility and liability, and that we are not party to the Smart Contracts;
- at any time, your access to your cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use of your cryptocurrency assets which may result in the cryptocurrency assets diminishing in value or you being unable to complete a Smart Contract;
- no warranty is given that any information or content provided or made available by us is accurate, up to date, complete, or useful, that the Services will be operational, free from errors, secure, safe, or that the Services will function without disruptions, delays or imperfections;
- no warranty is given regarding the availability or uninterrupted use of the Services. From time to time, access may be interrupted, suspended or restricted, including because of a fault, error or unforeseen circumstances or because we are carrying out planned maintenance;
- we do not control, and are not responsible for controlling, how or when our users use our Services; and
- we are not responsible for and are not obligated to control the actions or information (including content) of our users or other third parties. The forgoing disclaimers will apply to the fullest extent permitted by applicable law.

11. OUR LIABILITY

11.1 Our Liability We accept liability for any losses you may suffer as a result of us not complying with our obligations under our Terms with you, or as a result of our negligence or fraud.

11.2 Limitation and Exclusion of Liability Unless expressly stated otherwise in these Terms, we, our affiliates, subsidiaries, directors, employees, partners and agents (together the "NAV Labs Group") will not be held liable to you, whether in contract (including under any indemnity), tort (including negligence), under statute or otherwise, under or in connection with these Terms, your activities under your Account, your use of the Services, and/or our provision of the Services, for any:

- consequential, indirect or special losses or damages; loss of profits, loss of business or loss of business opportunity;
- losses incurred as a result of abnormal or unforeseeable circumstances outside our reasonable control, including delays or failures caused by problems of another system or network, mechanical breakdown, industrial action or a pandemic;
- losses incurred as a result of unauthorised access or use of your Account;
- losses incurred where a law, or guidance or instruction from an governmental authority, requires us to take action, for example to terminate these Terms and cease providing you access to the Services; or
- any other loss or damage to the extent that such loss or damage is caused or contributed to by you, or is a result of the failure by you to comply with these Terms. For any other losses or damages for which we are found liable, the NAV Labs Group's aggregate liability towards you for all claims during our relationship with you shall not exceed EUR 100. The forgoing exclusions and cap of liability will each apply to the fullest extent permitted by applicable law.

12. YOUR LIABILITY

To the extent permitted by law, you agree to defend, indemnify, and hold harmless the NAV Labs Group from and against all liabilities, damages, losses, and costs (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services; (b) your breach of our Terms; or (c) any misrepresentation made by you.

13. TERMINATION OF THESE TERMS

If your access to the Services is terminated in accordance with any of the following provisions or any other provision in these Terms, these Terms will automatically terminate.

13.1 Our right

We may, at any time, disable your access to the Services (either indefinitely or for a set period of time) and/or terminate your access and use of any or all of the Services (including any services of our group companies) for any reason, including if any of the following occur:

- we suspect you are using the Services for, or permitting the Services to be used for, criminal or fraudulent purposes;
- we suspected you are located or established in a Restricted Country;

- we suspect someone is using your Account without your authority;
- we suspect or identify that you are not eligible to use the Services;
- your behaviour towards our staff makes it difficult for us to deal with you;
- you do not accept any updated versions of these Terms;
- you do not pay any moneys owed to us;
- you do not pay any interest, fees or charges owed on time;
- you go into bankruptcy, enter into an individual voluntary arrangement, have a debt relief order or trust deed lodged against you or enter into any other form of analogous circumstances;
- you die; or
- we suspect you have violated these Terms.

13.2 Your right

You can cease using the Services at any time.

13.3 Continuing provisions

However caused, the following provisions will survive any termination of your relationship with us: Licences And Intellectual Property, Disclaimer, Our Liability, Your Liability, Termination Of These Terms, General, Dispute Resolution And Governing Law.

14. LANGUAGE

These Terms were prepared in English and therefore the default language is English. Should you wish to access these Terms in a different language, please update the language setting on your device to the preferred language. Please note that not all languages are available and should there be any discrepancies or differing interpretations or meanings between the English version of these Terms and any translation, the English Terms shall prevail.

15. GENERAL

In addition to any other terms and conditions within these Terms, please be aware of the following:

- Entire Agreement: unless stated otherwise by NAV Labs, these Terms make up the entire agreement between you and NAV Labs regarding your use of the Services.
- Restricted Countries: our Services should not be accessed or otherwise used in any Restricted Country.
- Applicable Law: you agree to comply with all laws that apply to you in your use of the Services.
- Waiver: any waiver of any Terms or obligations or rights hereunder is not permitted without our written consent.
- Assignment: we may assign or otherwise transfer all or some of our rights and obligations under these Terms to another party. You may assign or otherwise transfer all or some of our rights and obligations under these Terms to another party with our prior written consent.

Third Parties: except as stated or contemplated herein, these Terms do not give any third party any rights.

- Severance: if any provision of these Terms is deemed illegal, unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions.

16. DISPUTE RESOLUTION AND GOVERNING LAW

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, please see the following as to how it can be resolved and what laws will apply.

Unless expressly required otherwise by law, these Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. We both agree that should any dispute or claim (including non-contractual disputes or claims) arise out of or in connection with these Terms or their subject matter or formation, we will settle any such dispute or claim by arbitration in Panama. If you are an individual, you are not bound to refer any dispute or claim to arbitration and may pursue a dispute or claim through any other available method in Panama.