



SPECIAL USER AGREEMENT “FCL BRIDGE”

Effective 31 October, 2022

This “FCL Bridge” User Agreement (the “**Bridge Terms**”) establishes the terms and conditions that apply and govern your use of the FCL Bridge - whether via the Interface, as defined below, or any other mode of access - of Trust Fractal GmbH, Wiener Straße 10, 10999 Berlin, Germany (referred to as “Fractal”, “we”, and “us”) as a user. These terms are legally binding, thus we ask that you read them very carefully.

These Bridge Terms do not alter or control in any way other written terms or conditions or other agreements you may have agreed to with Fractal, in particular the [User Agreement](#) (“**Terms**”). Additionally, if you are representing a legal entity (such as a business), by using and/or accessing the FCL Bridge and/or the Interface you are warranting that you have authority to bind that entity to these terms. You must also have the legal capacity to agree to these legal terms and conform to the eligibility requirements found below to agree to these terms and use and/or access the FCLBridge and/or the Interface.

By clicking “I agree” or otherwise using and/or accessing the FCL Bridge and/or the Interface, you agree to be bound by these Bridge Terms and any other terms referenced by these Bridge Terms.

1. The FCL Bridge

The FCL Bridge (“**FCL Bridge**” or “**Bridge**”) is a cross-chain platform that enables you to move, as explained below, Fractal Tokens (“**FCL**”) across different blockchains while the total FCL supply across all chains remains the same.

By using the FCL Bridge, available at the [Fractal Protocol Explorer Platform](#) (the “**Interface**”), you are able to move Fractal Tokens across the different blockchains that are displayed therein, via a “burn and mint” mechanism by burning tokens from the blockchain of origin and minting tokens on the destination blockchain on a 1:1 ratio, with exclusion of any blockchain transaction fees that are to be paid in FCL and that affect such ratio. Burned FCL is ultimately sent to a wallet address with no known private keys.

Taking into account your FCL balance, you can freely set the amount of FCL you wish to bridge within any applicable limits determined by Fractal, under these Bridge Terms, the Interface or any other communications we make in connection to the FCL Bridge.

Unless stated otherwise, the FCL Bridge is free of charge. However, you will be charged a transaction fee to cover the cost of a transaction on the blockchain. For the avoidance of doubt, such transaction fees are not paid to Fractal. They serve only to allow for the processing of transactions on the network. The amount charged to you will be indicated to



you before deciding on whether and how many FCL to bridge. Any potential taxes are of your sole responsibility.

2. Eligibility Requirements

By using the FCL Bridge and/or the Interface you represent and agree that:

1. You are 18 years or older;
2. You will follow these Bridge Terms;
3. You have not been suspended from using the FCL Bridge and/or the Interface before;
4. You will provide updated and accurate information;
5. You are not sanctioned or restricted in a way that would make your usage of the FCL Bridge and/or the Interface unlawful according to any applicable laws or treaties;
6. You will otherwise follow the law;
7. You comply with the eligibility requirements set out in the Terms, if applicable.

In order to use the FCL Bridge and move FCL across different blockchains: (i) you must hold FCL; and (ii) you may be required to connect a supported wallet ("**Wallet**") to be able to send a burn transaction.

You are not eligible to use the FCL Bridge and/or the Interface, if under the applicable law of the jurisdiction(s) in which you reside or conduct business, you are prohibited from using the FCL Bridge and/or the Interface, its software or services, or do not have the requisite licenses or other governmental authorizations to use the FCL Bridge and/or the Interface, its software or services. Responsibility for ensuring compliance with the laws of any jurisdiction applicable to you in relation to your access and/or use of the FCL Bridge and/or the Interface is yours. You acknowledge and agree that Fractal shall not be liable for your compliance or non-compliance with any such laws. **ADDITIONALLY, CITIZENS, RESIDENTS (TAX OR OTHERWISE) OR GREEN CARD HOLDERS OF THE UNITED STATES OF AMERICA ARE NOT ALLOWED TO USE THE FCL BRIDGE OR THE INTERFACE.**

3. Registration

You may be required to provide certain information (such as identification, business or trade name, physical address, email, phone number, business details) as part of any registration process for the FCL Bridge, or as part of your continued use of the FCL Bridge and/or the Interface. You may also be required to provide a source blockchain and a source wallet address, as well as a destination blockchain and a destination wallet address. Any information you give to Fractal must always be accurate and up to date and you will inform us promptly of any updates. The information you provide must not misrepresent you or be intentionally inaccurate. Fractal can, at its own discretion, at any time, suspend your access to the FCL Bridge and/or the Interface if Fractal becomes aware that the provided information is incorrect or expired, until you provide or correct the information. Any failure on bridging the FCL using the information provided by you is outside the control of Fractal and, hence, shall not result in any responsibility whatsoever being attributed to us.

4. Availability

Fractal has the right to initiate or terminate the FCL Bridge and/or the Interface or modify its rules in its sole discretion. In addition, Fractal may change, limit or discontinue the FCL Bridge and/or the Interface with reasonable notice, if such notice is required. This includes for maintenance purposes. Fractal is also entitled to temporarily prevent or restrict your use of the FCL Bridge and/or the Interface if and to the extent required for the security and functioning of the FCL Bridge and/or the Interface. Fractal has no obligation to maintain the uptime of the FCL Bridge and/or the Interface.

5. Prohibited Use

When using the FCL Bridge and/or the Interface, you may not (or allow those acting on your behalf to):

1. Utilize the FCL Bridge and/or the Interface for unauthorized or unlawful purposes, to engage in or support any unlawful activities, in a way that contradicts any applicable guidance, orders, regulations, or rules of Fractal or any presiding government, court, law enforcement agency, supervisory authority and/or regulatory agency, or to facilitate any activities that can lead to death, personal injury or environmental damage;
2. Use the FCL Bridge and/or the Interface for a third-party or enable a third-party to use the FCL Bridge and/or the Interface by disclosing, offering or selling your information or by any other means except to your own legally authorized representatives;
3. Copy, reverse engineer or attempt to extract the source code from any component of the FCL Bridge and/or the Interface;
4. Introduce into any component of the software: any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
5. Interfere with or disrupt in any way Fractal or the servers or networks providing the FCL Bridge and/or the Interface;
6. Use unauthorized bots or applications to access the FCL Bridge and/or the Interface;
or
7. Submit false, incorrect or incomplete information through the FCL Bridge and/or the Interface.

You must ensure the sources of the FCL you hold are legal and compliant and undertake to observe related laws and regulations. Otherwise Fractal has the right to take necessary steps in accordance with these Bridge Terms including, without limitation, blocking your access to the FCL Bridge and/or the Interface.

6. Indemnification

Unless prohibited by applicable law, you will defend and indemnify Fractal, and its affiliates, directors, officers, employees, and Users, against all liabilities, damages, losses, costs, fees



(including legal fees), and expenses, including all damages Fractal may incur relating to any allegation or third-party legal proceeding to the extent it arises from your misuse of the FCL Bridge and/or the Interface or your violation of these Bridge Terms.

7. Disclaimer

EXCEPT AS EXPRESSLY SET OUT IN THESE BRIDGE TERMS, FRACTAL DOES NOT MAKE ANY SPECIFIC PROMISES ABOUT THE FCL BRIDGE OR THE INTERFACE. IN PARTICULAR, WE DO NOT GUARANTEE ANY PROCEEDS FROM THE FCL BRIDGE OR THE INTERFACE. IN ADDITION, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF THE FCL BRIDGE OR THE INTERFACE, OR THE FCL BRIDGE'S OR THE INTERFACE'S RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. FRACTAL ALSO DOES NOT REPRESENT OR WARRANT THAT THE CONTENT OF THE FCL BRIDGE AND OF THE INTERFACE, AND IN PARTICULAR BUT WITHOUT LIMITATION OF THE BRIDGE OR THE INTERFACE CONTRACTS, ARE COMPLETELY ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE PROVIDE THE FCL BRIDGE AND THE INTERFACE, AND IN PARTICULAR BUT WITHOUT LIMITATION THE BRIDGE AND THE INTERFACE CONTRACTS, "AS IS". YOU ALSO ACKNOWLEDGE THAT, BECAUSE OF THE NATURE OF THE INTERNET, MOBILE NETWORKS, AND THE DEVICES WHICH ACCESS THE INTERNET AND/OR MOBILE NETWORKS, THE FCL BRIDGE AND THE INTERFACEMAY NOT BE ACCESSIBLE WHEN NEEDED, AND THAT INFORMATION, DATA, AUDIO AND VIDEO TRANSMITTED OVER THE INTERNET AND/OR MOBILE NETWORKS MAY BE SUBJECT TO INTERRUPTION OR THIRD PARTY INTERCEPTION AND MODIFICATION THAT IS OUTSIDE THE CONTROL OF FRACTAL. ADDITIONALLY, FRACTAL CANNOT WARRANT OR REPRESENT THAT YOUR USE OF THE INTERNET OR FCL BRIDGE OR THE INTERFACE IS SAFE AND YOU SHOULD USE REASONABLE SAFETY MEASURES TO PROTECT YOURSELF FROM ANY HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE BRIDGE AND/OR THE INTERFACE AND YOUR RELIANCE UPON ANY OF THE CONTENT IS AT YOUR SOLE RISK.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE BRIDGE TERMS, TO THE EXTENT PERMITTED BY LAW, FRACTAL EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

YOU ARE SOLELY RESPONSIBLE FOR THE SECURE STORAGE AND ADMINISTRATION OF THE PRIVATE KEYS OF THE ANY WALLET YOU USE TO MOVE TOKENS THROUGH THE BRIDGE AND/OR INTERFACE. LOSS OF PRIVATE KEYS CAN LEAD TO IRRETRIEVABLE LOSS OF THE TOKENS.

8. Limitation of Liability

UNLESS PREVENTED BY LAW, FRACTAL WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES AND ANY LIABILITY SHALL BE



LIMITED TO INJURY TO BODY, LIFE, OR HEALTH. IN ALL CASES, FRACTAL WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE IRRESPECTIVE OF THE LEGAL BASIS. WHERE LIABILITY IS BASED ON FAULT, FRACTAL'S LIABILITY FOR DAMAGES CAUSED BY INTENTIONAL ACTS AND GROSS NEGLIGENCE SHALL BE UNLIMITED. IN ALL OTHER CASES, THE LIABILITY OF FRACTAL IS EXCLUDED.

9. Termination

You may terminate these Bridge Terms at any time without notice and without stating reasons, by contacting Fractal in writing, or simply by stopping your use of the FCL Bridge. Fractal reserves the right to terminate these Bridge Terms with you at any time and for any reason with you by giving you reasonable notice via email. Fractal also reserves the right to discontinue the FCL Bridge and/or the Interface or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

If you or Fractal terminate these Bridge Terms, Fractal may block your access to the FCL Bridge and/or Interface at the effective date of termination.

10. Privacy

Please refer to Fractal's [Privacy Policy](#) for information about how we collect, use, and disclose information about you. By accepting these Bridge Terms or otherwise using and/or accessing the FCL Bridge and/or the Interface, you acknowledge that you must also consent to the data handling and information security practices described in our Privacy Policy.

11. General Provisions

If you have a Fractal ID account, these Bridge Terms must be considered together with the Terms. Together, they constitute the entire agreement between you and Fractal, unless a separate agreement has formed between you and Fractal. Unless indicated elsewhere, these Bridge Terms together with the Terms shall supersede any oral agreements, and all supplements and modifications must be made in writing.

We may modify these Bridge Terms and any other documents linked or referred to in these Bridge Terms (together, "**Documents**"), or any portion of the Documents. You should look at these documents regularly. We may notify you of modifications to the Documents by posting a notice or by sending you an email (using the address you provided when registering), as we may determine, at our sole discretion, on a case-by-case basis. Changes will not apply retroactively and will become effective after a reasonable time, as stated by Fractal, after they are posted, or as soon as applicable law allows, whichever is later. You may be provided with information about the FCL Bridge on our website, social media or direct communications that you receive from us. In case of discrepancy between the information contained therein and the information in the Bridge Terms, the information in the Bridge Terms shall prevail. If you do not agree with the modifications to the Documents and/or to



the functionalities of the FCL Bridge and/or the Interface you should terminate these Bridge Terms. Your continued use of the FCL Bridge and/or the Interface constitutes your acceptance of the modification to the Documents and/or to the functionalities of the FCL Bridge and/or the Interface. These Bridge Terms can also be amended at any time by Fractal without notification, provided that such amendments are necessary in order to assure proper and safe conduct of the FCL Bridge and/or the Interface, and to prevent misuse or fraud in particular.

You and Fractal each agree to contract in the English language. If we provide a translation of these Bridge Terms, we do so for your convenience only and the English language terms will solely govern our relationship. These Bridge Terms do not create any third party beneficiary rights or any agency, partnership, or joint venture. Nothing in these Bridge Terms will limit either your or Fractal's ability to seek injunctive relief. You are not entitled to set-off, unless your claims are legally established. If you do not comply with these Bridge Terms, and Fractal does not take action right away, this does not mean that Fractal is giving up any rights that it may have (such as taking action in the future). If a particular term is not enforceable under law, this will not affect any other terms.

These Bridge Terms shall be construed in accordance with German law. The laws of Germany will apply to any disputes arising out of or related to these Bridge Terms or the Bridge and ALL CLAIMS ARISING OUT OF OR RELATING TO THESE BRIDGE TERMS OR THE FCL BRIDGE OR THE INTERFACE WILL BE LITIGATED EXCLUSIVELY IN THE COURTS OF BERLIN, GERMANY, AND YOU AND FRACTAL CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.