Disclaimers

1. By connecting a wallet address controlled by you to the Site(s) (as defined in the Terms of Use of Optimex, accessible at https://optimex.xyz/files/optimex_tou.pdf (the "**Terms**")) and/or otherwise interacting with an Optimex Vault (as defined in the Terms) using such wallet address, you as the holder(s) of the private key(s) to and having control over such wallet address, confirm and agree that:

a. your access and/or use of the Site(s) (as defined in the Terms), including https://optimex.xyz and

b. your access and/or use of the Services (as defined in the Terms) (which includes the Optimex Vaults) (the Sites and the Services, collectively, "**Optimex**"), including related trademarks and other intellectual property, whether such access and/or use is via the Site(s) or via command line, locally installed programs, Software Development Kits, software code and blockchain and smart contract explorers,

shall be subject to:

(i) the **Terms** and in particular, (aa) to the various disclaimers and liability limitation set out in the Terms, including under the sections entitled "***Acknowledgements, Other Representations and Warranties***", "***Disclaimers***" and "***Limitation of Liability and Indemnification***"; and (bb) to the representations and warranties set out at Paragraph 6.1 of the Terms being true, complete, accurate and not misleading at the time of each such access and/or use, including that you are not an Disqualified Person/Entity and you are not using a Virtual Private Network (VPN) or any other privacy or anonymisation tools or techniques

to circumvent, or attempt to circumvent, any restrictions that apply to the access and/or use of Optimex; and

(ii) our Privacy Policy (accessible at https://optimex.xyz/files/optimex_privacy_policy.pdf).

If you represent an entity on such access and/or use, by connecting such wallet address to the Site(s) and/or otherwise interacting with an Optimex Vault using such wallet address, you confirm and agree on behalf of such entity to such access and/or use being subject to the Terms and Privacy Policy as above stated.

2. Accordingly, if you are or represent a Disqualified Person/Entity, you should not access and/or use or attempt to access and/or use Optimex, and should not use, a Virtual Private Network (VPN) or any other privacy or anonymisation tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the access and/or use of Optimex.

3. There may be changes to the Terms and Privacy Policy since you had last accessed and/or used Optimex. In the event of changes to the Terms and/or the Privacy Policy, you will be notified of these changes and be given the opportunity to review and accept the updated Terms and/or updated Privacy Policy when you next access and/or use Optimex. Your continued access and/or use of Optimex following notice of the updated Terms and/or updated Privacy Policy shall:

a. constitute your acknowledgement of, and agreement to be bound by, the updated Terms and updated Privacy Policy; or

b. if you represent an entity on such access and/or use, constitute your acknowledgement on behalf of such entity of, and agreement on behalf of such entity to be bound by, the updated Terms and updated Privacy Policy.”