

Website Terms of Use

Zivoe Labs Ltd. | As of 1 October 2026

1. Scope, operator and acceptance

These Website Terms of Use (these ‘Terms’) govern access to zivoe.com, app.zivoe.com and any other website, application, portal or interface expressly operated by Zivoe Labs Ltd. (‘Zivoe Labs,’ ‘we,’ ‘us’ or ‘our’) (collectively, the ‘Services’). Zivoe Labs is a British Virgin Islands company and the issuer and platform counterparty for the zSMB offering described in its definitive Offering Documents. Its company number is 2154610 and its address is Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands. Contact legal@zivoe.com or inquire@zivoe.com.

Access to the gated Services requires you first to select the separate, unticked “I agree to the Website Terms” control and acknowledge that the Privacy Notice has been provided. You agree to these Terms by selecting that control.

Acknowledging receipt of the Privacy Notice is not blanket consent to processing that requires a separate legal basis or consent. Access alone does not create an account, investment, loan, participation, purchase or accepted Offering transaction. You must be legally capable of entering into these Terms and, if acting for an entity or another approved account, duly authorized to bind that person or entity.

References in these Terms to Zivoe Labs include any lawful successor to rights or obligations governed by these Terms resulting from a permitted conversion, merger, continuation, domestication, reorganization or assignment, subject to applicable law. “Zivoe Affiliates” means entities controlling, controlled by or under common control with Zivoe Labs. No affiliate assumes an obligation under these Terms or an Offering merely by being an affiliate unless the applicable definitive document expressly provides otherwise.

2. Zivoe platform; current and future Offerings

The Services may from time to time provide information about, or access to, one or more current or future vaults, lending programs, loan participations, credit strategies, notes, participation interests, tokenized securities, digital representations of securities or credit interests, special-purpose vehicles, funds or other investment or financing opportunities (each, an “Offering”). Each Offering may have a different issuer, borrower, obligor, asset-owning vehicle, legal characterization, economic terms, token or other instrument, eligibility requirements, liquidity profile and governing documents.

Zivoe and its affiliates may act in different capacities across Offerings, including as issuer, borrower, lender, loan or asset participant, technology or platform provider, manager, servicer, administrator liaison or other disclosed role. The applicable definitive Offering Documents, rather than these Website Terms, identify the parties and their duties for each Offering.

3. Offering Documents; no public offer; document hierarchy

Website content is general information. Nothing on a publicly accessible portion of the Services constitutes an offer to sell, solicitation of an offer to buy, or recommendation of any security in any jurisdiction where such offer, solicitation or sale would be unlawful. Any offer is made only through the final documents applicable to the relevant Offering and only to persons who satisfy the applicable eligibility and compliance requirements.

“Offering Documents” means the final private placement memorandum or other disclosure memorandum, if any, applicable vault, loan or Offering supplement, term sheet, master loan agreement, master participation agreement, purchase agreement, subscription agreement, note purchase agreement, financing agreement, risk disclosures, investor representations and any other definitive document designated for the applicable Offering. The name of an agreement does not by itself determine whether an interest is debt, equity, a loan participation, a contractual participation or another instrument; the legal and economic rights are those stated in the applicable definitive documents.

Before connecting or verifying a wallet for an Offering, you must receive and affirmatively accept the current Offering Documents applicable to that Offering, in addition to satisfying the applicable eligibility and compliance requirements. An investment, loan or participation also requires authenticated execution or acceptance of the applicable definitive agreement, acceptance by the applicable issuer, borrower or counterparty, and completion of any required settlement. Connecting a wallet, viewing a price or indicative return, transmitting assets, or acknowledging a disclosure does not by itself create an accepted transaction.

A private placement memorandum or similar disclosure document is provided for disclosure and risk information and does not by itself create or amend contractual investment rights. The definitive agreement and applicable Offering-specific supplement or schedule govern the contractual rights for that Offering, subject to mandatory law. If Offering Documents specify a different order of precedence, that specified order applies.

4. Broker-dealers, placement agents and other intermediaries

Certain Offerings or transactions may be introduced, placed, facilitated or processed by a registered broker-dealer or another regulated intermediary, where engaged for the particular Offering. Its role, if any, will be described in the applicable Offering Documents, transaction materials or separate agreements.

Use of a broker-dealer or other intermediary does not make that intermediary the issuer of a Zivoe Offering, does not make Zivoe Labs the broker-dealer, and does not cause the intermediary to assume obligations of Zivoe Labs or another issuer unless expressly agreed. A broker-dealer or intermediary may apply its own onboarding, investor verification, suitability, account, communications, settlement, recordkeeping, fee and other requirements, and its own terms and privacy notices may apply to activities conducted through its systems. Any placement, brokerage, distribution, secondary transaction or other compensation will be disclosed as required in the applicable Offering materials.

Investors should review any intermediary's own disclosures and the applicable Offering Documents for the relevant transaction.

5. Eligibility, KYC/KYB and restricted access

We and our service providers or intermediaries may require KYC/KYB, beneficial-owner and control-person information, sanctions and anti-money-laundering screening, source-of-funds information, tax information, investor-eligibility information, accreditation or other verification, and any additional information reasonably required before granting access to an Offering, accepting an investment, loan or participation, processing a transfer or permitting continued activity.

Anti-Money Laundering and Customer Identification. To help prevent money laundering, terrorist financing, proliferation financing, sanctions evasion, fraud and other unlawful financial activity, Zivoe Labs, the applicable issuer or counterparty, Zivoe Affiliates, regulated intermediaries and service providers may, to the extent permitted or required by applicable law, obtain, verify, record, retain and periodically update information concerning any person seeking to establish or maintain an account, access an Offering or conduct a transaction.

For individuals, such information may include name, residential address, date of birth, taxpayer or other identification number, government-issued identification, citizenship, residence and other identifying information. For entities, we may request legal name, jurisdiction of formation, principal place of business, tax identification information, organizational documents, business activities and information regarding beneficial owners, controlling persons and Authorized Persons.

We may also request information or documentation concerning source of funds, source of wealth, wallet ownership or control, transaction purpose, expected activity, counterparties, originators or beneficiaries of transfers, and other matters reasonably necessary for KYC/KYB, anti-money-laundering, counter-terrorist-financing, counter-proliferation-financing, sanctions, fraud-prevention or other compliance purposes.

Verification and screening may occur at onboarding and on an ongoing, periodic or event-driven basis. You must provide reasonably requested information and documentation and promptly notify us of material changes to previously provided identity, beneficial-ownership, control, sanctions or eligibility information. Failure to provide satisfactory information or documentation may result in an account, Offering or transaction being rejected, delayed, restricted or terminated, subject to applicable law and existing contractual rights.

Eligibility requirements may differ by Offering, issuer, investor type, jurisdiction and applicable exemption. Current or future U.S. Offerings may rely on Rule 506(c) of Regulation D or another available exemption identified in the applicable Offering Documents. Offshore transactions, if offered, must satisfy the applicable Regulation S conditions and relevant local law. An IP location, wallet connection, address or self-certification alone does not establish eligibility. We or an applicable intermediary may refuse an unaccepted transaction or restrict activity for legal, compliance, fraud, security or operational reasons while preserving existing contractual rights.

6. Authorized persons, electronic instructions and evidence

If an account is established for an entity or another person, the account owner must identify each person authorized to act for it (each, an "Authorized Person"). The account owner represents that each Authorized Person has the authority assigned to that person and must promptly notify us through the approved process of any change, limitation or revocation of that authority. Until we receive and process such notice, we may reasonably rely on authenticated instructions and actions of an Authorized Person within the scope of the authority reflected in our records, to the extent permitted by the applicable Offering Documents and law.

Authenticated actions may include electronic signatures, checkbox acceptances, account instructions, wallet challenges or signatures, funding and repayment instructions, redemption or withdrawal instructions, elections,

notices, acknowledgments, approvals, document executions and other affirmative actions made through an approved Zivoe interface, an approved intermediary or another approved electronic process. To the fullest extent permitted by applicable law and the applicable governing documents, such authenticated actions may constitute the account owner's legally binding instruction, authorization, acknowledgment, consent, agreement or signature.

Where a definitive agreement or other transaction document, including a Master Loan Agreement, Master Participation Agreement, Offering or Vault Supplement, financing agreement, purchase agreement, amendment or other applicable Offering Document, is presented through an approved interface or process, an Authorized Person may execute that document by selecting the applicable unchecked acceptance or signature control and completing the designated authenticated submission action. The parties intend that such electronic execution constitute a legal signature and have the same force and effect as a handwritten signature to the fullest extent permitted by applicable law. The applicable interface or process may require additional authentication, including verified account access, wallet authentication, multi-factor authentication, electronic signature credentials or other security measures.

We may maintain and rely upon evidence of authenticated actions and electronic execution in electronic, cryptographic, on-chain and off-chain records, including the applicable document title, version, effective date or cryptographic hash; timestamp; identity, capacity and authority information; account and wallet address; signature, checkbox or challenge data; transaction identifier; authentication method; session, device and network information; and other audit evidence described in the Privacy Notice. Such records may be used as evidence of execution, assent, authorization and instructions to the fullest extent permitted by applicable law.

An on-chain transaction, wallet signature, cryptographic record or other technical action may evidence an authenticated action, but does not, standing alone, establish that a person received a required disclosure, possessed authority to bind another person or entity, or agreed to contractual terms that were not clearly presented as part of the applicable execution or acceptance process.

An amendment to these Terms or an Offering Document is binding only to the extent the applicable governing document and law permit the amendment and any required approval, consent, notice or other condition has been satisfied. Where electronic acceptance is permitted, the applicable interface or process may present the amendment, identify the affected document and version, describe or provide access to the amended terms, and capture an affirmative authenticated acceptance by an Authorized Person. Passive browsing, a mere wallet connection, continued account use, or unrelated transaction activity does not by itself constitute acceptance of a contractual amendment unless the applicable governing document and law expressly permit that method and the required notice has been provided.

Where applicable law requires a different or additional form of execution, authentication, witnessing, notarization, qualified electronic signature or other formality, Zivoe or the applicable issuer, borrower, counterparty or intermediary may require that additional method before accepting or giving effect to the applicable document, transaction or amendment.

7. Wallets, digital assets, account security and transfer restrictions

You are responsible for reasonably protecting credentials, private keys and account access that you control, confirming the relevant network, contract and destination before signing, and promptly notifying inquire@zivoe.com or legal@zivoe.com of suspected compromise. Blockchain transactions may be irreversible. Never provide a private key or seed phrase to Zivoe Labs.

Connecting or verifying a wallet does not establish investor eligibility, beneficial ownership, contractual acceptance or entitlement to an Offering interest. We or an applicable intermediary may require evidence that a wallet is controlled by, or properly authorized for, the verified investor or account and may use sanctions screening, blockchain analytics, transaction monitoring and other compliance tools to evaluate wallet addresses, counterparties, transaction history and relevant exposure for sanctions, financial-crime, fraud, security or other compliance purposes.

A token's technical transferability does not mean it is legally freely transferable. Direct, indirect, beneficial, wrapped, bridged, nominee or secondary-market transfers may require prior issuer, administrator or intermediary approval; eligibility, sanctions and tax checks; compliance with applicable resale restrictions; and entry of the transferee in the authoritative holder register or other applicable books and records. Technical whitelisting is an additional control and is not a substitute for legal approval or required register updates.

8. Information, valuation, performance and risk

Displayed NAV, token or unit price, portfolio information, reports, coupons, yields, accruals, asset data and performance information may involve estimates, delayed reports, model judgments, corrections and revisions. NAV or another valuation metric is a calculation and not, unless expressly stated in the definitive Offering Documents, an

unconditional promise of repayment or cash redemption value. Accrued income may not have been collected and may later be reversed. Historical, displayed, projected or target returns are not guaranteed and do not predict actual results.

Depending on the Offering, repayment may be fixed, variable, contingent, limited-recourse, asset-dependent, NAV-linked, collection-dependent or otherwise determined by the applicable definitive documents. Security interests, borrowing-base protections, overcollateralization, guarantees, reserves or other structural protections, where present, have only the scope stated in those documents and may be insufficient, become unavailable or fail. A “vault,” strategy or accounting designation does not itself create a separate legal person, statutory segregation or insolvency-proof portfolio.

Offerings and use of the Services involve substantial risks, including, as applicable: credit and counterparty default; fraud or misrepresentation by borrowers, originators or service providers; dilution, concentration and correlation; collateral valuation and enforceability; servicing and collection failures; bankruptcy or insolvency; limited liquidity and delayed, gated, suspended or partial repayments, redemptions or withdrawals; changes in NAV, valuation methodology or impairment assumptions; stablecoin depeg, issuer or reserve risk; custody, banking and payment-system risk; blockchain congestion, forks, bridges, smart-contract, oracle, wallet, private-key and protocol risk; cybersecurity incidents and unauthorized access; administrator, broker-dealer, transfer-agent, custodian and other third-party failures; legal, regulatory, sanctions, tax and accounting changes; and the possible loss of some or all capital. These examples are not exhaustive. The applicable Offering Documents contain the controlling Offering-specific risk disclosures and must be reviewed before entering into a transaction.

Third-party wallet, blockchain, custody, stablecoin, administrator, identity-verification, accreditation-verification, sanctions-screening, banking, payment, broker-dealer, oracle, infrastructure and other services have their own risks and terms. We do not control and do not guarantee the availability, security, accuracy or performance of third-party systems. No general website statement is individualized legal, tax, accounting or investment advice, and nothing in these Terms waives any nonwaivable duty or remedy.

9. Privacy, necessary communications, electronic records and marketing

The Privacy Notice explains how personal information is collected, used, disclosed, retained and otherwise processed, including information used for identity, eligibility, accreditation, beneficial ownership, source-of-funds and source-of-wealth review, anti-money-laundering, sanctions, tax, account, wallet, transaction, fraud-prevention, security, recordkeeping and regulatory purposes. Acceptance of these Terms does not constitute blanket consent to every use of personal information, and privacy rights remain subject to applicable law.

By providing verified contact information and establishing or seeking an account or Offering relationship, you authorize Zivoe Labs, applicable Zivoe Affiliates, service providers and regulated intermediaries involved in the relevant relationship to use the contact channels you provide for requested responses and necessary account, security, eligibility, compliance, Offering, transaction, funding, valuation, reporting, redemption, servicing, tax, corporate-action and legal communications, as permitted by law. These necessary communications are not treated as an optional marketing subscription.

Optional promotional or marketing email, calls or text messages are governed by separate preferences or consents where required. Marketing consent is not a condition to participate in an Offering and may be withdrawn through the applicable preference or opt-out mechanism without terminating an existing investment or contractual relationship. Consent to electronic delivery of Offering Documents, confirmations, statements, tax records and other legally required records is separate and governed by the applicable Electronic Records Consent.

Where legally permitted and appropriately disclosed, communications may be sent by Zivoe Labs, a disclosed affiliate or a service provider or intermediary acting for the relevant relationship. The applicable Privacy Notice, communication consent and Offering Documents govern the use of information and communications; these Terms do not authorize marketing practices that would otherwise require separate consent.

10. Acceptable use; security; intellectual property

You may use the Services only for lawful purposes and in accordance with these Terms and the applicable Offering Documents. You may not, and may not attempt to, authorize, enable or assist another person to: (a) impersonate another person or entity, misrepresent identity, authority, eligibility, beneficial ownership, jurisdiction, source of funds or wallet control; (b) evade, circumvent or defeat any authentication, eligibility, geographic, sanctions, compliance, transfer, security, rate-limit or other access control; (c) access or attempt to access any account, wallet, system, network, server, database, API, software, administrative interface, data or portion of the Services for which you are not authorized; (d) introduce, transmit, upload, distribute or execute any virus, worm, Trojan horse, ransomware, spyware, malware, malicious script, corrupted file, harmful code or other technology designed or

reasonably likely to disrupt, damage, disable, interfere with, compromise or gain unauthorized access to any system, network, device, wallet, account or data; (e) engage in hacking, credential stuffing, password mining, phishing, spoofing, social engineering, denial-of-service or distributed denial-of-service activity, spam, unsolicited bulk communications or other abusive or deceptive activity; (f) probe, scan, test, benchmark or attempt to identify vulnerabilities in the Services or any related system or network without our prior written authorization; (g) scrape, crawl, harvest, index, copy, extract or access the Services or data through bots, spiders, automated agents, scripts or other automated means except through an interface or API expressly authorized by us; (h) interfere with or impose an unreasonable or disproportionately large load on the Services or related infrastructure; (i) intercept, monitor, alter or expropriate communications, data or transactions; (j) reverse engineer, decompile, disassemble, decode, modify, frame, mirror or create derivative works of any portion of the Services except to the limited extent such restriction is prohibited by applicable law; (k) use another person's credentials, wallet or account without authorization; (l) use the Services to facilitate fraud, money laundering, terrorist financing, proliferation financing, sanctions evasion, market manipulation, unlawful securities activity or any other unlawful activity; or (m) otherwise use the Services in a manner that threatens the security, integrity, availability or lawful operation of the Services, any Offering, any Zivoe Affiliate, any service provider, any blockchain network or any other person.

We may investigate suspected violations and, where reasonably necessary for security, legal, compliance, fraud-prevention or operational reasons, restrict, suspend or disable access to the Services, preserve relevant records, block or reject unaccepted activity, and cooperate with service providers, intermediaries, regulators, law-enforcement authorities or other competent authorities, in each case subject to applicable law and without altering vested contractual rights under an applicable definitive Offering Document.

You are responsible for maintaining the security and integrity of devices, browsers, operating systems, networks, email accounts, authentication methods, wallets, credentials and software that you control. You must use reasonable security practices, promptly install appropriate security updates and promptly notify legal@zivoe.com if you suspect unauthorized access, phishing, malware, credential compromise, wallet compromise or another security incident relating to your use of the Services.

Zivoe Labs and its licensors retain all right, title and interest in and to the Services, software, interfaces, documentation, trademarks, trade names, logos and other proprietary content, except for rights expressly granted under applicable third-party or open-source licenses. No license or right is granted by implication, estoppel or otherwise except as expressly stated. You may retain copies of your agreements and disclosures and may provide them to your legal, tax, accounting and other professional advisers, regulators and governmental authorities and otherwise as permitted by applicable law.

11. Third-party services, links, integrations and open-source components

The Services may contain links to, interoperate with, depend on or provide access to third-party websites, applications, wallets, blockchain networks, bridges, custodians, banks, payment providers, stablecoin issuers, identity or accreditation vendors, sanctions-screening providers, administrators, transfer agents, broker-dealers, data providers, oracles, cloud or communications providers and other third-party products or services. Those third parties are independent of Zivoe Labs unless expressly stated otherwise. Their own terms, privacy notices, disclosures, availability standards and security practices apply to their products and services.

To the maximum extent permitted by applicable law, Zivoe Labs does not control, endorse, guarantee or assume responsibility for the availability, security, accuracy, legality, performance, solvency or conduct of a third-party service merely because it is linked to, integrated with or used in connection with the Services. A third-party failure, compromise, suspension, insolvency, outage, fork, depeg, data error or other event may impair access, settlement, valuation, transfer, custody, payment or other functionality. Any contractual rights relating to such an event are governed by the applicable definitive Offering Documents.

Certain portions of the Services or underlying infrastructure may incorporate or rely on open-source software or public blockchain protocols. Such software or protocols may be modified, forked, suspended, attacked or discontinued by persons whom Zivoe Labs does not control, and separate open-source or protocol licenses may apply.

12. No investment advice, fiduciary relationship or individualized recommendation

Except to the extent expressly established in a definitive written agreement or imposed by nonwaivable applicable law, neither access to the Services nor any website content, report, communication, analytics, screening, eligibility determination, model, allocation display, yield or return information, educational material or other general

information creates an investment-advisory, fiduciary, brokerage, agency, partnership, joint-venture or similar relationship between you and Zivoe Labs or a Zivoe Affiliate.

No general website content constitutes individualized investment, legal, tax or accounting advice or a recommendation that any Offering, transaction, strategy, asset or course of action is suitable for any person. You are responsible for conducting your own diligence and obtaining professional advice appropriate to your circumstances. Any duties of a registered broker-dealer, investment adviser, placement agent, administrator, custodian or other regulated intermediary arise, if at all, under that intermediary's own agreement, applicable law and the relevant Offering Documents.

13. Suspension, restriction and termination of access

We may, to the maximum extent permitted by applicable law and subject to any applicable definitive Offering Documents, restrict, suspend, disable or terminate access to all or part of the Services; reject or delay unaccepted instructions or transactions; require additional authentication or verification; or impose reasonable security controls where we reasonably determine that action is appropriate because of suspected fraud, unauthorized access, cybersecurity risk, sanctions or other compliance concerns, false or incomplete information, breach of these Terms, excessive or abusive system use, legal or regulatory requirements, third-party service disruption, maintenance, operational risk, or a threat to users, Zivoe, an Offering, a service provider or another person.

Nothing in this Section limits any right or obligation to reject, block, freeze, restrict, report or refrain from processing property or transactions where authorized or required under applicable sanctions, anti-money-laundering, counter-terrorist-financing, counter-proliferation-financing or other law.

Suspension or termination of website or account access does not by itself cancel, confiscate, amend or extinguish vested ownership, payment, repayment, redemption, distribution, servicing, reporting or other contractual rights created by a definitive Offering Document. Where reasonably practicable and legally permitted, Zivoe Labs or the applicable counterparty will provide an alternative means to receive required records or exercise rights that continue notwithstanding loss of platform access.

14. Geographic restrictions; AML, sanctions and anti-terrorism controls; events beyond reasonable control

The availability of the Services in a jurisdiction does not mean that any Offering is offered, registered, lawful or available there. You must provide accurate information concerning your residence, place of formation, principal place of business, physical location and other jurisdictional facts reasonably requested for an Offering. You may not use a virtual private network, proxy, false address, nominee, location-spoofing technology, bridge, wallet-routing method or other device or arrangement for the purpose of evading geographic, investor-eligibility, transfer, sanctions, anti-money-laundering or other legal controls. Use of privacy or network-security technology for legitimate purposes is not prohibited merely because of the technology used. We may use location, device, network, wallet and other information as part of compliance and security controls, but no control is guaranteed to identify every restricted person, location or transaction.

Sanctions and restricted persons and jurisdictions. The Services and any Offering may not be accessed or used, directly or indirectly, by, on behalf of or for the benefit of any person, entity, wallet, account, country, territory, region, sector or transaction to the extent prohibited or restricted under economic, financial or trade sanctions, asset-freeze requirements, embargoes or similar restrictive measures applicable to Zivoe Labs, the applicable issuer or counterparty, a regulated intermediary, service provider or transaction, including, where applicable, sanctions administered, implemented or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, His Majesty's Treasury or the UK Office of Financial Sanctions Implementation, sanctions applicable in the British Virgin Islands, or another governmental or regulatory authority having jurisdiction.

For purposes of these Terms, a prohibited or restricted person may include a person expressly designated, blocked or otherwise restricted under applicable sanctions law and any entity whose ownership or control causes that entity to be treated as sanctioned, blocked or restricted under applicable law, even if the entity is not separately identified on a published sanctions list.

Anti-money laundering; counter-terrorist financing; proliferation financing. You may not access or use the Services, participate in an Offering, fund or receive a transaction, or use any account, wallet, digital asset, proceeds or

other property in connection with the Services, directly or indirectly, for or in connection with money laundering, terrorist financing, financing or facilitating terrorism or terrorist activity, sanctions evasion, weapons proliferation, proliferation financing, concealment of illicit proceeds, fraud or other unlawful financial activity.

Anti-circumvention and concealment. You may not knowingly conceal or misrepresent the origin, source, ownership, beneficial ownership, destination, recipient or purpose of funds or assets; structure transactions for the purpose of avoiding applicable reporting, screening or compliance controls; or use nominees, intermediaries, wallets, bridges, mixers, tumblers, privacy-enhancing technology or other arrangements for the purpose of circumventing applicable anti-money-laundering, sanctions, geographic, investor-eligibility, transfer or other legal controls. Legitimate use of privacy, cybersecurity or blockchain technology is not prohibited merely because of the technology used.

Representations and warranties. On each occasion that you establish or maintain an account, access an Offering, or initiate, fund, receive or participate in a transaction, you represent and warrant that neither you nor, to your knowledge after reasonable inquiry where applicable, any beneficial owner, controlling person, Authorized Person, source of funds, recipient of proceeds or person for whose benefit you are acting is prohibited from the relevant transaction under applicable sanctions, anti-money-laundering, counter-terrorist-financing or counter-proliferation-financing law, and that funds or property used in connection with the Services are not knowingly derived from or intended for unlawful activity.

Screening, enhanced diligence and compliance actions. Zivoe Labs, the applicable issuer or counterparty, a Zivoe Affiliate, regulated intermediary or service provider may conduct identity, beneficial-ownership, source-of-funds, source-of-wealth, sanctions, wallet, blockchain-analytics, transaction and other compliance screening; request additional information or documentary evidence; conduct enhanced diligence; reject or delay an unaccepted transaction; restrict or suspend access; refuse or block a transfer; freeze or restrict property where legally authorized or required; and make any filing, report, disclosure or referral to a governmental, regulatory, law-enforcement or other competent authority that it reasonably determines is required or appropriate under applicable law.

To the extent notice is prohibited or restricted by applicable law, Zivoe Labs will have no obligation to provide notice of a compliance review, filing, report, investigation, restriction, blocking action or other compliance measure. No person has any right to require Zivoe Labs or another participant in an Offering to process, complete, reverse, release or otherwise facilitate a transaction where doing so would violate, or where the relevant party reasonably determines could cause it to violate, applicable sanctions, anti-money-laundering, counter-terrorist-financing, counter-proliferation-financing or other law. Nothing in this paragraph authorizes confiscation or permanent deprivation of vested property or contractual rights except where authorized or required by applicable law or the applicable definitive Offering Documents.

Higher-risk jurisdictions and activity. Zivoe Labs or an applicable intermediary may restrict access to or transactions involving jurisdictions, persons, business activities, counterparties or wallet activity that present elevated financial-crime, sanctions, fraud or regulatory risk, or may require enhanced diligence before permitting such activity, in each case subject to applicable law and the applicable Offering Documents. In making risk-based determinations, relevant parties may consider public statements, advisories or risk designations issued by the Financial Action Task Force (FATF), sanctions authorities and other competent governmental or regulatory bodies. A risk designation does not by itself mean that every person or transaction associated with the relevant jurisdiction is legally prohibited.

To the maximum extent permitted by applicable law, Zivoe Labs will not be responsible for delay, interruption or failure in performance of website or platform functions caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, epidemic or pandemic, war, terrorism, civil disorder, labor disruption, governmental action, sanctions, changes in law, power or telecommunications failure, internet or cloud-service outage, banking or payment-system disruption, blockchain congestion or failure, fork, validator or sequencer failure, cyberattack, denial-of-service attack, compromise of a third-party provider, or other comparable event. This provision does not excuse an express payment or other contractual obligation to the extent the applicable definitive Offering Document or nonwaivable law provides otherwise.

15. Changes, new Offerings, reorganizations and continuity

We may revise these Website Terms prospectively with notice appropriate to the change and renewed acceptance where required. Zivoe Labs or a Zivoe Affiliate may undergo a conversion, merger, continuation, domestication, name change, reorganization, internal restructuring or permitted assignment. Subject to the applicable definitive documents

and law, rights and obligations may be assumed by or assigned to a lawful successor or permitted assignee. No such transaction by itself expands, reduces or extinguishes an investor's vested contractual rights.

The creation of a new vault, strategy, instrument or Offering does not amend an existing Offering. A material change to an existing Offering may require an amended or new supplement, disclosure, agreement, consent, vote, acknowledgment or other action to the extent required by the applicable definitive documents or law. The Services may present such action electronically and preserve authenticated evidence of the Authorized Person's response.

A website edit or unilateral technical change cannot retroactively alter existing economics, principal or repayment rights, recourse, priority, redemption or withdrawal rights, transfer rights, collateral rights or other material contractual rights except to the extent expressly permitted by the governing definitive documents and applicable law. We may suspend platform access for security, legal, compliance or operational reasons; existing payment, reporting, redemption, servicing and dispute rights continue under their governing documents. Contact legal@zivoe.com or inquire@zivoe.com for an alternative route to required records if platform access is unavailable.

16. Disclaimers; "as is" and "as available"

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PUBLIC WEBSITE, SERVICES, GENERAL INFORMATION, SOFTWARE INTERFACES AND NON-DEFINITIVE CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND, WHERE APPLICABLE, "WITH ALL FAULTS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ZIVOE LABS DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, TIMELINESS, AVAILABILITY, SECURITY AND QUIET ENJOYMENT.

We do not warrant that the Services will be uninterrupted, error-free, secure or free of viruses, worms, Trojan horses, ransomware, spyware, malware, malicious scripts, exploits or other harmful components; that defects or vulnerabilities will be identified or corrected; that phishing sites, spoofed communications, compromised browser extensions, malicious wallet software, SIM-swap or telecommunications attacks, DNS or routing attacks, third-party compromises or other external threats will be prevented; that data, pricing, NAV, reports or other information will always be complete, current or error-free; or that any transaction, investment, loan, participation, repayment, redemption, transfer or other result will occur. We may correct errors, revise estimates, suspend functionality or change non-contractual website content at any time, subject to applicable law and the definitive Offering Documents.

To the maximum extent permitted by applicable law, and except to the extent caused by conduct for which liability cannot lawfully be excluded or limited, Zivoe Labs is not responsible for losses resulting from malicious or unauthorized activity outside its reasonable control, including phishing, social engineering, credential theft, malware, compromised user devices or email accounts, unauthorized browser extensions, compromised wallets or private keys, telecom or SIM-swap attacks, malicious third-party websites, or attacks on unaffiliated networks, protocols or service providers.

Nothing in this Section limits any express contractual undertaking contained in a definitive Offering Document or any representation, warranty, duty, liability or remedy that applicable law does not permit to be disclaimed, excluded or limited. No disclaimer in these Terms limits liability for fraud or fraudulent misrepresentation, intentional misconduct, or violation of applicable securities laws to the extent such liability cannot lawfully be waived.

17. Limitation of liability and damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ZIVOE LABS, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS WILL NOT BE LIABLE UNDER THESE WEBSITE TERMS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITY, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS OF DIGITAL ASSETS CAUSED BY A USER'S FAILURE TO SAFEGUARD CREDENTIALS OR KEYS, OR COST OF SUBSTITUTE SERVICES, IN EACH CASE ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT SUCH EXCLUSION IS PROHIBITED BY APPLICABLE LAW.

For claims arising solely from use of the informational website or Services and not from rights or obligations created by a definitive Offering Document, the aggregate liability of Zivoe Labs and the foregoing protected persons arising out of or relating to these Terms will not exceed the greater of (a) the amount of platform or website-service fees, if any, actually paid by the claimant directly to Zivoe Labs during the twelve months preceding the event giving rise to the claim, and (b) US\$100, except to the extent a greater amount is required by applicable law.

This limitation does not alter an investor's contractual payment, repayment, redemption, distribution or other economic rights expressly created by a definitive Offering Document. Claims arising from an Offering are governed by the liability allocation, limitations, remedies and dispute provisions in the applicable definitive Offering Documents. Nothing in these Terms limits liability for fraud or fraudulent misrepresentation, intentional misconduct, or any duty, liability or remedy that applicable law does not permit to be waived or limited.

18. Indemnification

To the maximum extent permitted by applicable law, you agree to indemnify, defend and hold harmless Zivoe Labs, its Affiliates, and their respective directors, officers, employees, contractors and agents from and against third-party claims, losses, liabilities, damages, judgments, penalties, fines, costs and reasonable legal fees arising from or relating to: (a) your material breach of these Terms; (b) your unlawful or unauthorized use of the Services; (c) false or misleading information you provide regarding identity, authority, eligibility, beneficial ownership, source of funds, source of wealth, sanctions status, transaction purpose, tax status or wallet control; (d) your infringement or violation of another person's rights; or (e) actions taken through your account by a person whom you authorized or enabled to act, except in each case to the extent caused by the indemnified person's fraud, intentional misconduct, gross negligence where such exclusion is not permitted, or other conduct for which indemnification may not lawfully be required.

Zivoe Labs will provide reasonable notice of an indemnified third-party claim and may control the defense and settlement of the claim, provided that no settlement requiring a non-monetary admission or obligation by you will be entered without your consent, not to be unreasonably withheld. This Section does not create an obligation to indemnify Zivoe Labs for its own violation of applicable securities laws or other nonwaivable legal duties.

19. Binding arbitration; waiver of jury trial; class and representative proceedings

PLEASE READ THIS SECTION CAREFULLY. SUBJECT TO THE CARVE-OUTS BELOW AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICES, THEIR EXISTENCE, VALIDITY, INTERPRETATION, PERFORMANCE, BREACH OR TERMINATION, OR ANY NON-CONTRACTUAL OBLIGATION ARISING OUT OF OR RELATING TO THEM (A "DISPUTE"), SHALL BE FINALLY RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE BVI INTERNATIONAL ARBITRATION CENTRE ("BVI IAC") UNDER THE BVI IAC ARBITRATION RULES IN FORCE WHEN THE NOTICE OF ARBITRATION IS SUBMITTED.

The seat and legal place of arbitration will be Road Town, Tortola, British Virgin Islands. The tribunal will consist of one arbitrator, unless the parties agree otherwise or the applicable BVI IAC Rules require otherwise. The arbitration will be conducted in English. The law governing this arbitration agreement is the law of the British Virgin Islands. The arbitrator may award any remedy or relief that a court of competent jurisdiction could award, subject to these Terms, the applicable definitive Offering Documents and applicable law. Judgment on the award may be entered and enforced in any court having jurisdiction.

Before commencing arbitration, the claimant must provide a written notice describing the Dispute and requested relief to legal@zivoe.com and the applicable notice address. The parties will attempt in good faith to resolve the Dispute for thirty (30) days after receipt of the notice. This informal-resolution period does not prevent either party from seeking urgent interim or conservatory relief where delay could cause irreparable harm or prejudice rights.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY FOR A DISPUTE SUBJECT TO THIS SECTION. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW OR APPLICABLE SELF-REGULATORY ORGANIZATION RULES, DISPUTES MUST BE BROUGHT AND RESOLVED ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLAIMANT OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OF DIFFERENT PERSONS OR PRESIDE OVER A CLASS, COLLECTIVE, MASS OR REPRESENTATIVE PROCEEDING EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF ALL AFFECTED PARTIES OR AS REQUIRED BY NONWAIVABLE LAW.

Notwithstanding the foregoing: (a) either party may seek temporary, preliminary, injunctive or other conservatory relief from a court of competent jurisdiction or an emergency arbitrator where necessary to protect confidential information, intellectual property, security interests, assets, accounts, systems or the status quo pending arbitration; (b) a party may bring an individual claim in a small-claims or similar court if the claim qualifies and remains individual; (c) nothing in these Terms prevents any person from communicating with, filing a complaint with, cooperating with, or obtaining relief from the SEC, FINRA, CFTC, DOJ, FTC, BVI Financial Services Commission or any other governmental, regulatory or self-regulatory authority where such right cannot lawfully be waived; and (d)

nothing in this Section requires arbitration, prohibits a class or representative proceeding, or restricts a forum to the extent such restriction is prohibited by applicable law or applicable FINRA or other self-regulatory organization rules.

If a Dispute concerns a FINRA member or an associated person and FINRA rules require, permit or restrict arbitration or judicial proceedings in a manner inconsistent with this Section, the applicable FINRA rules and the broker-dealer's governing customer agreement control as to that relationship. No provision of these Terms is intended to require a regulated intermediary to violate applicable FINRA rules.

If the prohibition on class, collective, mass or representative proceedings is held unenforceable as to a particular claim or request for relief and applicable law requires that claim or relief to proceed on a non-individual basis, then that claim or request for relief will proceed in the forum required by applicable law and, to the fullest extent permitted, the remaining arbitrable claims will remain subject to individual arbitration. If any other portion of this Section is unenforceable, it will be severed to the minimum extent necessary and the remainder will remain effective.

20. Governing law, notices and general terms

These Terms and any non-contractual obligations arising out of or relating to them are governed by the laws of the British Virgin Islands, without regard to conflict-of-laws principles, except to the extent mandatory law requires otherwise. The Federal Arbitration Act may apply to the enforcement of an arbitration agreement involving U.S. commerce to the extent applicable. The definitive Offering Documents may specify a different governing law, forum or arbitration provision for an Offering, and those provisions control claims arising from that Offering to the extent stated there.

Notices to Zivoe Labs: legal@zivoe.com or inquire@zivoe.com; by post to Zivoe Labs Ltd., Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands. Notices to you may be sent using verified contact details and approved account channels, subject to the applicable Electronic Records Consent and definitive documents. Separate terms of a broker-dealer, custodian, administrator or other intermediary govern that intermediary relationship to the extent stated in those terms.

These Terms, together with documents expressly incorporated into them, constitute the agreement governing use of the Services, but do not replace or amend any definitive Offering Document. If any provision is held unlawful or unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions will remain in effect. A failure or delay to enforce a provision is not a waiver. Headings are for convenience only. Rights and remedies are cumulative unless expressly stated otherwise.

You may not assign, delegate or transfer these Terms, your account access or your rights or obligations under these Terms without our prior written consent, except to the extent a transfer is expressly permitted by an applicable definitive Offering Document or required by applicable law. Zivoe Labs may assign these Terms to a lawful successor or permitted affiliate in connection with a merger, conversion, continuation, domestication, reorganization, sale of substantially all relevant assets or other permitted transaction, subject to applicable law and without reducing vested rights under a definitive Offering Document.

Except for Zivoe Affiliates and other persons expressly entitled to indemnification or liability protection under these Terms, and except as an applicable definitive Offering Document expressly provides otherwise, these Terms do not create rights in any third-party beneficiary.

Provisions that by their nature are intended to survive suspension, termination or expiration of access to the Services will survive, including provisions concerning intellectual property, records and evidence, disclaimers, limitation of liability, indemnification, dispute resolution, governing law, accrued rights and obligations, and any other provision necessary to give effect to the parties' rights and responsibilities after termination.

If you submit ideas, suggestions or other feedback regarding the Services, you grant Zivoe Labs a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to use and incorporate that feedback for lawful business purposes without compensation or attribution, provided that this sentence does not override confidentiality obligations, privacy rights or restrictions applicable to personal information.