

– TERMS OF USE –

(hereinafter: “Terms”)

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1. INTRODUCTION

- 1.1. **Soil Ltd.**, a company established under the laws of Malta, with its registered office in Malta, address: 115B, Suite 3, Old Mint Street, Valletta, Malta, registered under no. C106889 (hereinafter the "**Company**" or "**Soil**"), provides the Platform and the Services described herewith below to the User, subject to following Terms.
- 1.2. The following Terms, together with the Privacy Policy, constitute a legally binding and enforceable contract between the User and the Company. Before accessing or utilizing the Services, the User must thoroughly read and comprehend the entirety of the Terms and the Privacy Policy. By accessing the Platform or utilizing any of the Services, the User acknowledges that he/she has carefully read, comprehended, and accepted to be bound by the Terms and the Privacy Policy. **If the User does not agree to these Terms or the Privacy Policy, he/she must not access or use the Platform or the Services.**

2. DEFINITIONS

Capitalized terms in these Terms have the meaning set forth below:

- 2.1. "**AML/CFT**" – anti-money laundering and/or counter terrorism financing;
- 2.2. "**Annual Percentage Rate**" or "**APR**" means an interest rate on the Loan, which – under the Loan Agreement – is expressed as the Fixed APR and the Variable APR (the Fixed APR and the Variable APR as defined in the Loan Terms);
- 2.3. "**Applicable law**" means any relevant documents such as acts, statutes, regulations, ordinances, treaties, guidelines and any other policies issued by any governmental organizations or supervisory authorities, including, but not limited to, the governing law stipulated under the laws of Malta which relate specifically to the Platform and/or the Services;
- 2.4. "**CDD**" means customer due diligence;
- 2.5. "**Consumer**" means any natural person who performs legal actions with the Company, which are not directly connected with his/her professional or business activity;
- 2.6. "**Dashboard**" means a Service available by means of the Platform, available on the "Dashboard" tab, that allows the User to familiarize themselves with the most important information about the Platform and the User's Wallet(s) balance;
- 2.7. "**Earn**" means a Service available by means of the Platform, available on the "Earn" tab, that allows the User to review and/or select the Loan types sorted by their commercial terms and the Project description, as well as to conclude the Loans Agreements with the Company;

- 2.8. **"Gas Fee"** means payment for certain transactions that occurs on the blockchain, which remains out of the Company influence or control;
- 2.9. **"Grow"** means a Service available by means of the Platform, available on the "Grow" tab, that allows the User to lock up the selected amount of the \$Soil Tokens on the period of time specified by the User;
- 2.10. **"ICT Systems"** means without limitation, all computers, communications, electronic, data processing or cloud systems used by the Company or the User in relation to the use and/or provision of the Services;
- 2.11. **"CDD Verification"** means application of the customer due diligence measures by the Company, either directly or by Third-Parties engaged by the Company, in order to (i) identify and verify Users before entering into Loan Agreement; (ii) detect, monitor, and prevent money laundering, terrorism financing, financial crime, and other illegal activities connected with use of the Platform or the Services; detect, monitor, and prevent fraud, in particular as described in Section 5.5-5.13 of these Terms.
- 2.12. **"Loan"** means a loan granted under the Loan Agreement;
- 2.13. **"Loan Agreement"** means loan agreement which may be concluded between the User and the Company by the means of the Platform, under which: i) the User undertakes to transfer an ownership of a certain amount of the Loan and the Company undertakes to repay the Loan. The text of Loan Agreement consists of the Loan Sheet and Loan Terms;
- 2.14. **"Loan Sheet"** means the form setting out the commercial terms of the Loan described in Section 12.8., which is an integral part of the Loan Agreement;
- 2.15. **"Loan Terms"** means a document, which you can familiarize yourself with here https://app.soil.co/SOIL_General_Loan_Terms;
- 2.16. **"Platform"** means an online platform operated by the Company on which the Services are provided, available at: [https://app.soil.co/;](https://app.soil.co/)
- 2.17. **"Privacy Policy"** means all documents regulating privacy policy for the Platform and its Services, available at: [https://soil.co/privacy-policy/;](https://soil.co/privacy-policy/)
- 2.18. **"Project"** means a display of the business purpose for which the Loan under the Loan Agreement is granted that is described in the respective Loan category;
- 2.19. **"Prohibited Jurisdictions"** means any country or jurisdiction in which, conducting any activity related to crypto-assets is prohibited or restricted;
- 2.20. **"Purchaser"** means the User that has concluded SAFT Agreement with the Company;
- 2.21. **"SAFT Agreement"** means simple agreement for future tokens concluded between the given Purchaser and the Company outside the Platform's ecosystem;

- 2.22. **"Services"** means any services provided by the Company to the Users on the Platform. Types of Services are (i) access to the Platform; (ii) Wallet connection; (iii) CDD Verification; (iv) Dashboard; (v) Earn; (vi) Grow; (vii) Swap; (viii) Vesting;
- 2.23. **"Swap"** means a Service available by means of the Platform, available on the "Swap" tab, that allows the User to swap their \$Soil Tokens into the USDT and vice versa;
- 2.24. **"\$Soil Tokens"** means a cryptographic token which functions as the Platform's native token, giving its owners certain utilities related to the Platform and its Services, and which are generated by the SOILFARM OÜ;
- 2.25. **"SOILFARM OÜ"** means a private limited company incorporated under the laws of Estonia, with its registered office in Estonia, address: at Harju maakond, Nõmme linnaosa, Rännaku pst 12, Tallinn 10917, Estonia, registered under registry code 16501023 which generates \$Soil Tokens;
- 2.26. **"Third-Party"** means any party other than Soil Ltd;
- 2.27. **"Third-Party Service"** means software or services provided by the Third-Party that are the part of the Platform or the Services;
- 2.28. **"Transaction Fee"** means a handling fee charged by the Company, resulting from the use of the Blockchain technology in transactions carried out on the Platform as part of the Grow and the Earn service. The User will be informed of the amount of this fee before participating in the given transaction;
- 2.29. **"Vesting"** means a Service available by means of the Platform, available on the "Swap" tab, that allows the Purchaser to claim the \$Soil Tokens to which right to acquire has been granted to the Purchaser under the SAFT Agreement;
- 2.30. **"Virtual Assets"** means collectively as the USDC virtual currency units and \$Soil Tokens, i.e. the cryptocurrencies available on the Platform;
- 2.31. **"USDC"** means a stablecoin which value is pegged to the one U.S. dollar. at 1:1 ratio and managed by Circle Internet Financial Limited;
- 2.32. **"User"** means any natural person or entity using the Services described in these Terms;
- 2.33. **"Wallet"** means a cryptocurrency wallet or wallets owned by the User and connected by the User to the Platform;
- 2.34. **"Web3 Services"** means the following Services: (i) Earn, (ii) Grow, (iii) Swap, (iv) Vesting.

3. CONTACT

- 3.1. The User can contact the Company in matters relating to the Platform or the Services using one of the following channels:
- a) **e-mail:** contact@soil.co;

- b) **Telegram:** @soilfarm To use this channel, the User shall have an active Telegram account.
- 3.2. The Company may contact the User using the same contact channels as set out in Section 3.1. above. If the User uses these communication channels, the User agrees that the Company may communicate with the User through these channels in response.
- 3.3. The Company may also communicate with the User i) by posting an information on the Platform, ii) via the Platform's interface to the account assigned to the User, or iii) by sending the User an e-mail to the e-mail address that the User has previously provided to the Company.

4. PURPOSE OF THESE TERMS

- 4.1. The Platform builds a bridge between the businesses of traditional world (web2) and the Users that are crypto-assets holders, by enabling such Users to grant the Loans to different Projects described on the Platform and that are not web3 projects.
- 4.2. The Platform enables the Users to use the Platform and its Services which consists of: (i) access to the Platform, (ii) Wallet connection, (iii) Access to the Online CDD Verification, (iv) Dashboard, (v) Earn, (vi) Grow, (vii) Swap, (viii) Vesting, which are fully integrated with each other. These Terms sets out the principles of the Services.
- 4.3. Regarding to Section 4.1. above, the purpose of these Terms is to:
 - a) describe the rules of use of the Platform and Services;
 - b) outline the rules of functioning of the \$Soil Tokens;
 - c) describe the complaint procedure regarding the use of the Platform, Services and Loan Agreement.

5. CDD VERIFICATION AND RESTRICTIONS

[CDD Verification]

- 5.1. Positive result of the identification and verification of a User's identity by the Company within the framework of the CDD Verification, where required under these Terms, is a condition for User's access to, use and continued use of the Web3 Services. User's who have not passed the CDD Verification with a positive result are forbidden from using the Web3 Services. For the avoidance of doubt:
 - a) all Users who want to access and use the Web3 Services are subject to the CDD Verification;
 - b) the CDD Verification is mandatory, i.e. a participation in the CDD Verification is necessary for performance of a contract between the User and the Company;

- c) a positive result of the CDD Verification is a condition for the use of the Web3 Services.
- 5.2. The CDD Verification requirements set out in these Terms do not apply to entities who have undergone such verification off-platform with positive result, such as Purchasers.
- 5.3. The Company makes all decisions regarding the CDD Verification at its sole discretion and in compliance with the standards and procedures adopted by the Company.
- 5.4. Where required under these Terms to pass the CDD Verification, the User is obligated to:
 - a) undergo the CDD Verification, including by using the Access to the Online CDD Verification Service;
 - b) where required by the Company to provide information or documents to the Company in connection with the CDD Verification – provide such information or documents truthfully, accurately, without withholding or conceiving any data, without any undue delay and, if possible, in the form and language requested by the Company;
 - c) immediately inform the Company of any changes to the provided information or documents or update them whenever they change.
- 5.5. The Company does not provide Web3 Services to Users who fail to comply with their obligations set out in Section 5.4. Such cases constitute a breach of the Agreement at the fault of the User.
- 5.6. The User authorizes the Company to conduct activities, either directly or through third parties, that the Company deems necessary to verify the Customer's identity or to protect the Parties from fraud, money laundering, terrorism financing or other financial crimes, and to take any steps the Company deems necessary based on the results of such activities. In particular, the User accepts that the Company reserves the right to:
 - a) make automated checks of the data provided by the User against the information in multiple databases, including sanction lists or lists of persons entrusted with prominent public functions (so-called "politically exposed persons" or "PEPs") to verify User's presence in such databases and the authenticity of uploaded documents;
 - b) use geo-blocking to ensure that the Users from restricted countries under the Company's internal CDD procedure aligned with the EU AML/CFT standards cannot access the Website and/or the Services;
 - c) use fraud detection and prevention systems, including systems detecting suspicious or malicious activity;

- d) use so-called wallet screening to ensure that funds in the User's Wallet are not restricted funds under the Company's internal CDD procedure aligned with the EU AML/CFT standards.
- 5.7. The User acknowledges that the information requested by the Company may include additional information, including explanation or justification together with proof, concerning the Company's findings after applying appropriate measures in connection with the CDD Verification, for example pertaining to the source of wealth or source of funds of the Customer, as deemed necessary by the Company or as required under the Applicable Law or decisions or orders of competent authorities to verify the legitimacy of the User's assets.
- 5.8. **THE USER ACKNOWLEDGES THAT FAILURE TO COMPLY WITH THE REQUIREMENTS SET OUT IN THIS SECTION 5. REQUIREMENTS TO USE THE PLATFORM AND/OR THE SERVICES, THE COMPANY'S REQUEST(S) IN CONNECTION WITH THE CDD VERIFICATION AND/OR LACK OF CUSTOMER'S COOPERATION WITH THE COMPANY, INCLUDING BUT NOT LIMITED TO PROVISION OF FALSE INFORMATION, WITHOLDING INFORMATION OR INTERFERRING IN ANY OTHER WAY WITH THE SECURITY MEASURES OR OTHER MEASURES APPLIED BY THE COMPANY IN CONNECTION WITH THE CDD VERIFICATION, MAY BE A VIOLATION OF THE APPLICABLE LAW AND WILL BE GROUNDS FOR IMMEDIATE TERMINATION OF ANY AND ALL OF THE AGREEMENTS WITH THE USER BY THE COMPANY.**
- 5.9. The User acknowledges that:
- a) his or her personal data will be processed by the Company in connection with the CDD Verification, including as regards application of the security measures or other measures connected with the CDD Verification;
 - b) the Company may disclose the Customer's personal data to third parties such as agencies engaged in identity verification, compliance data recording, credit agencies, fraud prevention or financial crime prevention;
 - c) a detailed information on personal data processing by the Company in connection with the CDD Verification, including the application of the appropriate security measures or other measures connected with the CDD Verification, as well as rights of data subjects, is set out in the [Privacy Policy](#).
- [Restrictions regarding crypto-assets, international sanctions, money laundering, terrorism financing and other financial crimes]**
- 5.10. The Company strictly prohibits and rejects the use of the Website or the Services, including the Web3 Services, for money laundering or terrorism financing as defined in the Maltese Criminal Code, as well as in connection with other financial crimes defined in the Maltese Criminal Code.

- 5.11. The Company strictly prohibits and rejects the use of the Web3 Services:
- a) by the Users located in the Prohibited Jurisdictions. For the avoidance of doubt, this restriction on the Web3 Services from the Prohibited Jurisdictions applies equally to residents and/or citizens of other nations while located in the Prohibited Jurisdiction. Any attempt to circumvent the restrictions by any person located in the Prohibited Jurisdiction, including providing false information regarding the User's location, will be considered a breach of these Terms. The User must ensure that their location is not a Prohibited Jurisdiction before using the Web3 Services;
 - b) in order to perform any form of illicit activity, including money laundering, terrorist financing or violations of trade sanctions. The Web3 Services are not intended for use by individuals or entities on any PEP lists or subject to any United States, European Union, or other global sanctions or watch lists. Any attempt to use the Web3 Services for such purposes shall be considered a violation of these Terms.

THE USER REPRESENTS THAT HE/SHE IS NOT ON ANY SUCH LIST.

- 5.12. The User warrants that the Virtual Assets on their Wallet(s) connected to the Platform come from legitimate sources and do not originate from illegal activities. The User agrees the Company may require the User to provide or otherwise collect the necessary information and materials as required per Applicable law or government orders to verify the legality of the source and use of the User's Virtual Assets and/or funds.

- 5.13. The User declares that he or she:

- a) does not carry out any illegal activity, including money laundering, financing of terrorism or any other activity in violation of any state or international sanctions as defined by Applicable Law;
- b) is not indicated on any Sanction Lists;

- 5.14. the User's Virtual Assets in the User's Wallet come from legitimate sources.

THE USER ACKNOWLEDGES THAT THE COMPANY SHALL ALWAYS COOPERATE WITH LAW ENFORCEMENT AUTHORITIES WORLDWIDE, WITHOUT LIMITATION, IN CONNECTION WITH ANY CRIMINAL INVESTIGATION.

6. REQUIREMENTS TO USE THE PLATFORM AND/OR THE SERVICES

[Technical requirements]

- 6.1. The technical requirements necessary to work with the Platform are as follows:
- a) a device connected to the Internet with the latest, full version of Chrome, Safari browser;
 - b) cookies (optional) and javascript (obligatory) enabled in the browser;
 - c) screen resolution when displaying the Platform is at least 1280x720 pixels.

[Other requirements]

- 6.2. The User must:
- a) be at least 18 years old or of the legal age in accordance with the law of the User's residence at the time of the registration;
 - b) have the full legal capacity to conclude the contract between the User and the Company on the use of the Platform and the Services;
 - c) if the User concludes the Loan Agreement with the Company – have the full legal capacity to perform such agreement;
 - d) if applicable – be entitled to represent a legal entity to conclude the contract between such legal entity and the Company, as well as to conclude – if any – the Loan Agreement. Such User represents that he/she has all consents required by the Applicable law in order to conclude the contract on behalf of the legal entity.
- 6.3. In order to use the Web3 Services, the User shall meet following conditions: i) connect the Wallet(s) with the Platform and (ii) pass the CDD Verification with a positive result.
- 6.4. If the User is not of the legal age or has not full legal capacity, the User shall be obliged to refrain from accessing and using the Platform and Services until the User reaches the legal age or gains the full legal capacity.

7. TYPES AND SCOPE OF THE SERVICES

- 7.1. The types of the Services are as following:
- a) access to the Platform;
 - b) Wallet connection;
 - c) Access to the Online CDD Verification;
 - d) Dashboard;
 - e) Earn;
 - f) Grow;
 - g) Swap;
 - h) Vesting.
- 7.2. The contract between the User and the Company on the use of the Platform and its Services is concluded as regards:
- a) access to the Platform service – when the User accesses the Platform for the first time;
 - b) the Wallet connection service – when the User clicks the "Connect wallet" button;

- c) the Access to the Online CDD Verification – when the User clicks the “Profile” button and then the “” button and proceeds with the CDD Verification;
 - d) the Web3 Services – when the User connects the Wallet and receives confirmation from the Company that the User has passed the CDD Verification with a positive result.
- 7.3. The contract between the User and the Company shall also be concluded as regards to all of the Services when the User ticks the checkbox to agree to the Terms of Service when this option is made available to the User on the Platform. For avoidance of doubt, the conclusion of contract referred in the preceding sentence, as regard the Services, does not impose obligation on the User to conclude the Loan Agreements.
- 7.4. By concluding the contract referred to in Section 7.3, the User, acting on his or her behalf, (i) represents that he/she is authorized and lawfully able to enter into the contract, (ii) confirms the User is aware and complies with these Terms and Privacy Policy and (iii) agrees to be bound by these Terms and Privacy Policy.
- 7.5. Continued use of the Platform and Services is considered as consent to be bound by these Terms and acknowledgment of the Privacy Policy.
- 7.6. The User is authorized to use the Platform and/or the Services exclusively for his or her own use.

8. ACCESS TO THE PLATFORM

- 8.1. The access to the Platform is a service which enables the Users to access the content available on the Platform, including the content describing the Services contained on the Platform.
- 8.2. The Platform's content, which includes graphical elements, is protected by copyright, trademark protection rights (or priority rights to register trademarks), other intellectual property. It is important to note that the Company does not assign any copyrights or provide any licenses to use the content available on the Platform or Services outside of the license set out in the Chapter 18 of these Terms. Therefore, any use of the Platform's content, outside of the scope of the license, may constitute a breach of the Company's intellectual property rights.
- 8.3. The access to the Platform service is free of charge.

9. WALLET CONNECTION

- 9.1. The Wallet connection service enables the Users to connect Wallet to his/her account on the Platform.
- 9.2. In order to connect the Wallet, the User must:
- a) click on the proper button on the Platform, i.e. “Connect Wallet”; and then

- b) click the "Metamask", "Ledger" or the "Connect Wallet" button – depending on which of this solution the User uses;
 - c) proceed with the Third-Party provider's form in order to connect the Wallet (for instance, the User will be obliged to provide the Wallet address).
- 9.3. Each User may connect several Wallets.
- 9.4. The User acknowledges and understands that the Wallet is an external tool, specifically an electronic wallet, provided by the Third-Party that allows the User to engage in blockchain transactions on the Platform. It is important to note that the Company does not exercise any control over the operation of the Wallet(s) and cannot be deemed as a provider of such solutions. The provision of the Chapter 20 shall apply accordingly.
- 9.5. The Wallet connection service is free of charge.

10. ACCESS TO THE ONLINE CDD VERIFICATION

- 10.1. The Access to the Online CDD Verification enables the Users who have connected Wallet to the Platform to access and use KYC service provided by the Third-Party, i.e. Trust Fractal GmbH with registered office in Berlin, Germany, from the Platform's interface.
- 10.2. The Company does not hold any control over the functioning of the KYC service provided by the Third-Party and cannot be considered as a provider of such a solution. The provisions of Section 20 apply.
- 10.3. The Access to the Online CDD Verification is free of charge.

11. DASHBOARD

- 11.1. Within the Dashboard service the Company provides the Users with the most important information about the Platform and the User's Wallet(s) balance, including updates on:
- a) information on the value of the APR, open pools, total value locked;
 - b) information on the balance of the User's Wallet expressed in USDC and \$Soil Tokens, amount of the Virtual Assets lent in total to the Company as part of the Earn service, amount of the Virtual Assets used by the User in total as part of the Grow service, rewards earned by the User.
- 11.2. In addition, the Dashboard includes a notifications box for the User to receive messages and updates sent from the Company to the User.
- 11.3. The Dashboard service is free of charge.

12. EARN

[General overview]

12.1. The Earn service allows browsing the loan types sorted by their commercial terms (in a particular duration of the Loan, APR up to and Project detail). The commercial terms of the Loans are categorized by Project. The User can select under what commercial terms wishes to enter into the Loan Agreement by clicking the "Earn" button.

[Positive result of the CDD Verification requirement]

12.2. A positive result of the CDD Verification is a condition for the use of the Earn Service. The Company does not provide the Earn Service to the Users who do not pass the CDD Verification with a positive result. Section 5. CDD VERIFICATION AND RESTRICTIONS apply.

[General provisions of granting the Loan on the Platform]

12.3. The User may grant the Loan to the Company on the Platform. Once the User concludes the Loan Agreement he/she is bound by the Loan Agreement (for the purposes of that Loan Agreement such User is called "Lender" in accordance with the Loan Terms).

12.4. The Loan process is initiated if the Lender enters the Platform and navigates to the tab "Earn". The tab "Earn" presents various categories of the Loans. The Loans differ from one to another.

12.5. As the User clicks on the bold font next to the Loan category a new tab is displayed. In the new tab, the User can familiarize themselves with the Project details and data of the entity carrying out the Project.

12.6. The User starts the process of lending the Loan by clicking the proper button "Earn" on the Platform.

12.7. Before entering into the Loan Agreement the User has to pass the CDD Verification with a positive result and connect his/hers Wallet to the Platform. This interaction is available from the level of the User account.

12.8. Once the User has been positively verified by the Company within the CDD Verification framework (positive result) and has connected the Wallet(s), a pop-up window containing information related to the chosen Loan category is displayed ("**Loan Sheet**"). The content displayed in the Loan Sheet includes:

a) specific commercial terms of the Loan (set by the Borrower):

- Loan category;
- Fixed APR and/or Variable APR (as defined in the Loan Terms);
- Loan duration;
- Transactional Fee;

b) specific commercial terms of the Loan (set by the User): the Loan amount;

c) checkbox to collect User's declaration of intent as regards entering into the Loan Agreement subject to the specific terms of the Loan Sheet and Loan Terms;

- d) legal note regarding the Loan Agreement, i.e. explanation of what happens when the User ticks the box and clicks the "Lend" button.
- 12.9. The Lender may click the "Lend" button only if it is active (i.e. has been ticked before).
- 12.10. Before entering into the Loan Agreement, the Lender has the opportunity to review the Loan Terms by clicking on the link at the bottom of the Loan Sheet.
- 12.11. Checking the checkbox agreeing to the Loan Agreement and clicking on the "Lend" button means that the User confirms offer made by the Company under the conditions set out in the Loan Sheet and the Loan Terms (Loan Agreement). Please review the Loan Terms provided here: <https://app.soil.co/earn> before clicking the "Lend" button.

13. GROW

- 13.1. The Grow service allows the Users to use a lump sum of the \$Soil Tokens in order to lock up them on the Platform for a period of time specified by the User, and which is linked with interest accrual on that sum, the rate of which is determined by the APR factor.
- 13.2. A positive result of the CDD Verification is a condition for the use of the Grow Service. The Company does not provide the Grow Service to the Users who do not pass the CDD Verification with a positive result. Section 5. CDD VERIFICATION AND RESTRICTIONS apply.
- 13.3. In order to use the Grow service the User should click on the "Grow" tab on the Platform. Once the "Grow" tab is displayed, the User can familiarize himself/herself with:
- a) \$Soil Tokens account balance;
 - b) the APR;
 - c) the Transaction Fee which amounts to equivalent of the \$Soil Token price against 1 USDC unit value;
 - d) grew amount, which in this case, is the declared amount of the \$Soil Tokens minus the Transaction Fee that will be used under the Grow service.
- 13.4. By clicking the "Grow" button, the User locks up the grew amount of \$Soil Tokens transferred in this transaction for a month.
- 13.5. After the month, the User has the option to use three additional functionalities:
- a) "**Unlock**" which means withdrawing all of the \$Soil Tokens used to exercise the "Grow" service by the User.

Example: User used \$100 \$Soil Tokens to exercise the Grow service (considering the Transaction Fee). After one year of using the Grow service, the User gained an additional \$3 \$Soil Tokens. Using the "Ungrow" functionality, the User withdraws all the \$Soil Tokens (i.e. \$100 + \$3 \$Soil Tokens = \$103 \$Soil Tokens) from this Grow service.

- b) **"Compound"** which enables the User to add interest accrued, at the APR rate, on the amount of the \$Soil Tokens, which were initially used by the User to exercise the Grow service, to such initial amount of \$Soil Tokens. Once the Compound function has been used by the User, interest will be accrued on the sum of the initial amount of the \$Soil Tokens and the capitalized interest.

Example: User used \$100 \$Soil Tokens to exercise the Grow service (considering the Transaction Fee). After one year of using the Grow service, the User gained an additional \$3 \$Soil Tokens. Using the "Compound" functionality, the User adds \$3 \$Soil Tokens to the initial \$100 Tokens, and after that interest accrue on \$103 \$Soil Tokens.

- c) **"Harvest"** which enables the User to disburse the amount of interest accrued at the APR rate on the amount of \$Soil Tokens used to the Grow service;

Example: User used \$100 \$Soil Tokens to exercise the Grow service (considering the Transaction Fee). After one year of using the Grow service, the User gained an additional \$3 \$Soil Tokens. Using the "Harvest" functionality, the User collects the \$3 \$Soil Tokens.

14. SWAP

- 14.1. The Swap service allows the Users to swap their \$Soil Tokens into the USDT and vice versa.
- 14.2. A positive result of the CDD Verification is a condition for the use of the Grow Service. The Company does not provide the Grow Service to the Users who do not pass the CDD Verification with a positive result. Section 5. CDD VERIFICATION AND RESTRICTIONS apply.
- 14.3. The Swap service may be executed by the User through the Third-Party's solution, i.e. Uniswap – a decentralised cryptocurrency protocol. The Company will not be involved in the Virtual Assets exchange. The provisions of the Chapter 20 shall apply.
- 14.4. For additional information, it is recommended that the User visit the official Uniswap website, which can be accessed at the following URL: [Home | Uniswap Protocol](#).
- 14.5. In order to use the Swap service:
- a) the User should click on the "Swap" tab on the Platform;
 - b) after the "Swap" service tab is displayed on the Platform, the User should fulfill into the table the selected amount of the \$Soil Tokens that he/she to swap into the USDT (or vice versa);
 - c) after taking the above steps, the User can complete the use of the Swap service by clicking on the "Swap" button.
- 14.6. Before using the Swap service, the User should also review the information available on the "Swap" tab (which the Company encourages), i.e.:

- a) the User can use the "Slippage tolerance" percentages or set those percentages by himself/herself. The "Slippage tolerance" functionality means the difference between the price you expect to receive after swapping versus what you actually receive after the swap is complete;
 - b) the User also has the option to see the "Pair price", which indicates what amount of the \$Soil Tokens will be received for 1 USDT and vice versa (excluding the transaction fee charged by Uniswap);
 - c) the User is also informed of the minimum amount of the \$Soil Tokens or the USDT (as applicable) he/she will receive when using the "Swap" service and the "Price impact" which shows the change in the \$Soil Token price directly caused directly by the User's swap transaction.
- 14.7. The User cannot exchange more Virtual Assets than he/she has.
- 14.8. The Virtual Assets holding status shall be continuously updated and displayed under the table mentioned above.

15. VESTING

- 15.1. The Vesting service enables the Purchasers to claim the \$Soil Tokens to which right to acquire has been granted to the Purchaser under the SAFT Agreement.
- 15.2. A positive result of the CDD Verification is a condition for the use of the Vesting Service. The Company does not provide the Vesting Service to the Users who do not pass the CDD Verification with a positive result. Section 5. CDD VERIFICATION AND RESTRICTIONS apply.
- 15.3. The Vesting service is free of charge.

16. WITHDRAWAL RIGHT

- 16.1. In the event that the User is a Consumer, he or she generally possesses the right of withdrawal from a contract, which can be exercised within a period of fourteen (14) days following the contract's conclusion, in accordance with the provisions of the Consumer Rights Regulations (S.L. 378.17 of the laws of Malta).
- 16.2. In consideration of the inherent volatility of Virtual Assets, the price of which cannot be controlled by the Company, and which may occur during withdrawal period, Consumers expressly waive and forfeit any right of withdrawal mentioned in Section 16.1 while using the Platform's Services involving Virtual Assets.

17. USER'S CODE OF CONDUCT

- 17.1. The User is required to utilize the Platform and its Services strictly in accordance with the present Terms, as well as with the Applicable law and ethical standards, while being

mindful of personal rights and intellectual property rights, particularly copyrights which are the property of the Company or any Third Parties. Additionally, the User must adhere to the regulations detailed below.

- 17.2. With regards to the Platform, the Services, or any of their components or features made accessible to Users by the Company, the User is obligated not to:
- a) use of them in a manner contrary to their nature or scope, including in particular the use of the user support provided by the Company by submitting questions infringing the rights of the Third-Parties, employees of the Company or other Users;
 - b) utilize, or take part in the use of, cheats, exploits, automation software, bots, hacks, mods, or any Third-Party software which has not been authorized, designed to modify or disrupt the Platform, the Services, or any of their components or features made accessible to the Users by the Company;
 - c) modify or participate, in whatever form, in the modification of any files that are part of the Platform, the Services or any elements or features thereof made available to the Users by the Company;
 - d) hinder, or take part in hindering, the regular operation of the Platform, the Services, or any of their components or features made accessible to the Users by the Company, which may have adverse effects on the experience of other Users;
 - e) interfere with, or participate in interfering with, or overloading, any computer or server employed in any manner for the Platform, the Services, or any of their components or features made accessible to the Users by the Company;
 - f) engage in, or participate in any manner in, reverse-engineering, decompiling, disassembling, deciphering, or any other method of acquiring the source code of any software or other intellectual property utilized in the Platform, the Services, or any of their components or features made accessible to the Users by the Company;
 - g) execute or participate in, in any way, the execution of any attack or the distribution of any virus aimed at the Platform, the Services, or any of their components or features made accessible to the Users by the Company;
 - h) carry out or participate in, in any form, activities designed to obtain unauthorized access to the Platform, the Services, or any of their components or features made accessible to Users by the Company, including specifically the accounts of other Users or their computers, servers, wallets, or networks connected to the Platform, by any means other than through the interface provided to the Users by the Company.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. The User recognizes and accepts that the Platform may include content or characteristics that are safeguarded by copyright, patent, trademark, trade secret, or

other exclusive rights and laws. The User may not modify, copy, frame, scrape, rent, lease, loan, publish, sell, distribute, remove any proprietary notices or labels, or develop derivative works based on the Platform, the Services, in whole or in part, except as explicitly authorized by the Company.

- 18.2. When using the Platform, the Services, or any of their components or features made available to the Users, the User may not engage in or utilize any data mining, robots, scraping, or similar data gathering or extraction methods. Any utilization of the Platform or the Services other than as specifically authorized herein is entirely prohibited. The technology and software underlying the Platform or disseminated in connection with it are the property of the Company, its affiliates, and its partners. The User agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, or attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Platform.

19. DATA PRIVACY

- 19.1. All data that the Company gathers on the Platform is subject to the Privacy Policy. By accessing or utilizing the Platform or the Services, the User agrees to all actions that Soil carries out concerning the data the User provides, including personal data, and Soil's collection and utilization of the User's personal data as specified in the Privacy Policy.

20. THIRD-PARTY SERVICES

- 20.1. The Platform and the Services could include connections to Third-Party Services (such as Uniswap as regards the Swap service).
- 20.2. The Company does not hold responsibility for any of the Third-Party Services or any affiliated products.
- 20.3. These Terms do not extend to the Third-Party Services unless clearly stated otherwise. If the User utilizes them, the User acts solely at their own risk and is subject to the applicable terms of service and privacy policies of such Third Parties. It is recommended that the User review such terms of service, end user license agreement and/or privacy policies for additional details before accessing or using the Third-Party Services.

21. THE COMPANY'S LIABILITY

- 21.1. The User acknowledges that the Company does not provide any investment advice, financial advice, legal advice or any other type of advice. For any legal, financial or tax advice, the User should consult an adviser specialized in the relevant field. The User must be aware that accessing and using the Web3 Services requires to have a basic knowledge of blockchain technology and the risks associated with crypto-assets.

- 21.2. The Company will upgrade the Platform and Services from time to time, so there may be occasions when the Platform or the ability to use the Services may be interrupted. The Company undertakes to make every effort to inform the Users in advance of the above interruptions to the Platform or the Services.

22. RISK NOTICE

[Risks associated with cryptography]

- 22.1. The Company explicitly disclaims any ownership or control over the Virtual Assets held by the User on their Wallet. The User acknowledges and understands that the Virtual Assets, being beyond the control of the Company, are inherently exposed to various risks and uncertainties.
- 22.2. The User accepts and acknowledges each of the following risks:
- a) the prices of crypto-assets are extremely volatile. Fluctuations in the price of all kinds of crypto-assets could materially and adversely affect the value of the Virtual Assets, which may also be subject to significant price volatility;
 - b) the Virtual Assets are digital assets that exist only by virtue of the ownership record maintained in the certain blockchain. All smart contracts are conducted and occur on the decentralized ledger. The Company has no control over, and make no guarantees, warranties or promises with in relation to smart contracts;
 - c) the Company will not be liable to the User for any losses the User incurs as a result of the User's use of the blockchain technology. This includes, but is not limited to, losses, damages or claims arising from (i) the User error (e.g. forgotten access information (such as private keys, seeds or mnemonics or incorrectly construed smart contracts or other transactions); (ii) server failure or data loss; (iii) corrupted wallet files; (iv) unauthorized access or activities by the Third-Parties, including but not limited to the use of viruses, phishing, or other means of attack against the Platform or any other tool connected to the Platform. The Company is also not responsible for losses due to blockchains, or any other tool connected to the Platform, including but not limited to late report (or no report) by developers or representatives of any issues with the blockchain, including forks, technical node issues or any other issues having fund losses as a result;
 - d) there are inherent security risks in providing information and dealing online over the Internet. The Company implements appropriate technological and organizational safeguards to reduce the risk of any security breaches which could result in the accidental or unlawful destruction, loss, alteration, disclosure or access to the User's information. The Company also releases periodic updates to reduce the risk of security incidents;

- e) there are risks associated with using Internet-based assets, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that the Third-Parties may obtain unauthorized access to information stored on the Wallet(s). The User accepts and agrees that the Company shall not be responsible for any communication failures, disruptions, errors, distortions or delays the User may experience when using blockchains, however caused;
- f) a lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Company ecosystem, and therefore the potential utility or value of Virtual Assets available on the Platform;
- g) the Platform, the blockchains and the Virtual Assets could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of the Company continue to develop the Platform, or which could impede or limit the User's ability to access or use the Platform or the blockchains, including access to the Virtual Assets, and new regulations or policies may materially adversely affect the development of the Company ecosystem, and therefore the potential utility of the Virtual Assets;
- h) the User acknowledges that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies, digital assets and the Platform, which could result in the theft or loss of the Virtual Assets. To the extent possible, it is intended to update the protocol underlying the Platform to account for any advances in cryptography and to incorporate additional security measures but does not guarantee or otherwise represent full security of the system. By using the Platform, the User accepts these inherent risks;
- i) the User is aware of and accept the risk of operational challenges. The Platform may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Platform. The User agrees to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties. The Company does not guarantee that the Platform is or will remain updated, complete, correct or secure, or that access to the Platform will be uninterrupted. The Platform may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, the Third-Parties may make unauthorized alterations to the Platform or the software underlying the Platform. Accordingly, the User should verify all information on the Platform before relying on it, and all decisions based on information contained on the Platform are the User's sole responsibility and we will have no liability for such decisions.

23. DISPUTES AND ONLINE DISPUTE RESOLUTION

- 23.1. This Chapter 23 shall apply to the maximum extent permitted by the Applicable law.
- 23.2. If a dispute, claim or any matter arises in connection with these Terms, the User may contact the Company in the first instance in accordance with the Chapter 3 above. The Company is obliged to make every effort to resolve the dispute amicably. However, this is not an obligation of the User.
- 23.3. Any dispute, controversy, claim or matter arising out of or connected with these Terms shall be referred to arbitration in Malta in terms of Part IV of the Arbitration Act (Chapter 387 of the laws of Malta) under the applicable arbitration rules of the Malta Arbitration Centre. The number of arbitrators shall be one. The language of the proceedings shall be English. The arbitration award shall be final and binding upon the Parties and not subject to appeal.
- 23.4. The Parties agree to the non-exclusive jurisdiction of the Maltese Courts in respect of any dispute, controversy, claim or other matter not settled through arbitration in terms of the Section 23.3.

[Provisions regarding the Consumers in the European Union]

- 23.5. If the User is a Consumer within the European Union, this sub-chapter will be applicable.
- 23.6. The Company wants to make it clear to the Users that it does not utilize any alternative dispute resolution providers or out-of-court redress mechanisms, except when it is required by the Applicable law.
- 23.7. The Users should be aware that the European Commission has established a specific platform for online dispute resolution related to online sales or services agreements involving EU Consumers and businesses established in the EU. This platform is available at <http://ec.europa.eu/consumers/odr>. Although the Company is not legally obliged to utilize the Online Dispute Resolution (“**ODR**”) platform, it may consider this option on a case-by-case basis.
- 23.8. If the Users have a dispute, claim, or any other matter with the Company, they may reach out to a municipal or district Consumer ombudsman or Consumer organizations, such as the European Consumer Centre Network, for assistance and advice.
- 23.9. Please remember that the User is always entitled to address a competent supervisory authority in Consumer matter under the Applicable law. For instance, in the case of the Malta the competent authority is the Malta Competition and Consumer Affairs Authority Mizzi House, National Road, Blata I-Bajda FMR9010, Malta, tel.: +356 2395 200. In order to resolve any disputes, claims or any matters with the Company, the User may also address the Malta Communications Authority. Malta Communications Authority is authorized to resolve disputes arising from e-commerce and Internet agreements entered into between traders and consumers that the parties have failed

to resolve by way of negotiations. Further information on the resolution of complaints is at: [Consumer Enquiries | Malta Communications Authority \(mca.org.mt\)](https://mca.org.mt).

24. COMPLAINT PROCEDURE

- 24.1. The User, who is Consumer, may file a complaint regarding any defects or interruptions in the functioning of the Platform or the Services, in particular, the conclusion of the Loan Agreement, by submitting the complaint. The complaint shall include:
- a) the User's wallet ID;
 - b) type and date of the event giving rise to the complaint;
 - c) a detailed description of the event giving rise to the complaint;
 - d) demands of the User making the complaint.
- 24.2. To submit a complain, the User can contact the Company using one of the following communication channels:
- a) **e-mail:** contact@soil.co;
 - b) **paper mail:** the User can also send a paper mail to the following address: 115B, Suite 3, Old Mint Street, Valletta, Malta.
- 24.3. The Company shall endeavour to respond to the complaint within 14 days of its receipt. The Company provides the User with response to the complaint on a paper or an electronic document sent via the Platform's interface to the account assigned to the User.

25. TERMINATION OF THE TERMS

- 25.1. The Company may terminate the contract with the User by suspending his/her profile only in the event of a material breach of these Terms by the User, in particular:
- a) the User violates the code of conduct described in the Chapter 17;
 - b) the User violates the law or infringes the rights of the Third-Parties in connection with the use of the Services, in particular intellectual property rights;
 - c) the User conducts activities detrimental or harmful to the Company or other Third-Parties which services or content are provided within the Platform, in particular activities that violate or threaten the security of the ICT Systems;
 - d) the User uses the Services in a manner contrary to their objectives, purposes or scope as set out in these Terms.
- 25.2. Termination may only take place on condition that the User is first requested to remedy the infringement or consequences of the infringement within an additional appropriate period of 3 calendar days (unless the infringement excludes the possibility of remedying the consequences of the infringement), after the expiry of this period to no avail. The

notice to remedy the infringement or the consequences of the infringement may be served to the User by means of an e-mail sent to the User's address or other means of communication if indicated by the User in his/her account.

26. CHANGES TO THIS TERMS

- 26.1. The Company is entitled to unilaterally change provisions of these Terms only if a reasonable need for such changes arises, such as:
- a) changes in legislation or other the Applicable laws in Malta that may affect the provisions of these Terms;
 - b) issuance of decisions, recommendations, obligations or acts of similar nature, by public administration authorities, to the extent to which such administrative acts modify the provisions of Terms or impose an obligation on the Company to modify these provisions;
 - c) the introduction of new functionalities of the Platform or the Services or a modification of the current scope of the Platform or the Services by the Company – in this case the amendment of the Terms will be limited to the extent concerning such new functionalities;
 - d) the introduction of new ICT Systems or modification of existing ICT Systems by the Company, in which case the amendments to the Terms will be limited to the extent that is necessary and directly related to the introduction or modification of such ICT Systems;
 - e) emergence of judicial or administrative case-law which indicates that contractual provisions similar to those applied by the Company may be contrary to the law.
- 26.2. The Company shall inform the User of the planned amendment to Terms by publication on the Platform or via email at least of the following:
- a) the content of the envisaged amendment to these Terms;
 - b) the effective date of amendment not less than 14 days;
 - c) the consolidated text of these Terms as amended.
- 26.3. Any amendment of these Terms shall not affect any contractual rights acquired by the User prior to the amendment.
- 26.4. An amendment to the Terms, which affects the rights and obligations of the User who is the Consumer and who currently is bound to the Loan Agreement with the Company, shall only apply to new Loan Agreements (i.e. it does not affect the provisions of the currently binding Loan Agreements) unless the User and the Company agree otherwise in writing.

27. APPLICABLE LAW

- 27.1. These Terms will be governed by law of Malta, subject to Section 27.2. below. In matters not regulated by these Terms, the relevant provision of law shall apply.
- 27.2. These Terms do not restrict any rights that Users may have as Consumers that cannot be excluded or limited by Applicable law. If the User has such rights that cannot be limited, the provisions of the Applicable law will apply.

28. TERM OF AGREEMENT

- 28.1. The Terms are effective for an indefinite period.
- 28.2. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court of law or another competent authority, or if the invalidity or ineffectiveness of any provision of these Terms results from binding legal provisions, or if any provisions prove impossible to implement in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.
- 28.3. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are excluded from these Terms to the fullest extent permitted by the Applicable law.
- 28.4. The Terms enter into force on 11/01/2024.