

## USDCX PORTAL TERMS OF USE

Last Updated: February 25, 2026

These USDCx Portal Terms of Use (“**Terms**”) set forth the binding legal agreement between you and Input Output Global, Inc. (together with our subsidiaries and affiliates, including IOHK USA LLC, referred to as “**IOG**,” “**we**” or “**us**”). These Terms govern your use of the USDCx minting and burning portal accessible at [usdcx.iog.io](https://usdcx.iog.io) and all related services, features and functionality (collectively, the “**Portal**”).

By accessing or using the Portal in any way, you agree to these Terms in their entirety. If you do not agree, you may not use the Portal.

**IMPORTANT NOTICE REGARDING ARBITRATION:** WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING TO AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND IOG TO BE RESOLVED THROUGH BINDING AND FINAL ARBITRATION RATHER THAN IN COURT. PLEASE CAREFULLY REVIEW SECTION 11 FOR DETAILS. IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 11 WILL NOT APPLY TO YOU AND THE PROVISIONS OF SECTION 12 WILL APPLY INSTEAD.

### 1. CRITICAL WARNINGS

- a. **USDCx.** USDCx is a dollar-denominated stablecoin on Cardano, collateralized 1:1 by USDC in Circle's xReserve smart contract on Ethereum. For every USDCx on Cardano, one USDC is locked in Circle's reserves on Ethereum. USDCx and USDC are interoperable: You can convert between them 1:1 across supported chains through Circle's infrastructure. USDCx cannot be redeemed for US dollars, only converted to native USDC.
- b. **Finality for Burns.** Burning USDCx to convert USDC requires approximately two to four hours to complete under normal network conditions. This includes a 400-block finality requirement (~two hours) plus attestation processing and Circle's reserve release. Your funds are locked in the smart contracts during this security processing period. This is a mandatory blockchain security feature. Do not contact support claiming “lost funds” during this period. Circle may delay or deny the release of USDC from xReserve for compliance, security or operational reasons, which may further extend completion time or prevent completion entirely.
- c. **IOG Has Zero Custody.** IOG never holds, accesses or controls your private keys, wallet credentials (“**Access Credentials**”) or digital assets. If you lose your Access Credentials, your assets are permanently and irretrievably lost. IOG cannot and will not recover them.
- d. **Transactions are Final.** Blockchain transactions are irreversible. IOG cannot cancel, reverse, modify or recover transactions. Sending USDCx to an incorrect address or unsupported wallet results in permanent loss.
- e. **Geographic Restrictions.** The Portal implements geoblocking for legal compliance. Residents of jurisdictions listed in Schedule A cannot use the Portal. Circumventing geoblocking (including via VPN) violates these Terms and applicable law.
- f. **No Advice.** Nothing in the Portal constitutes financial, investment, legal or tax advice. All transactions are unsolicited and based solely on your judgment.

## 2. THE PORTAL

- a. **What It Does.** The Portal is a web interface enabling you to: (i) lock USDC in Circle's xReserve smart contracts on Ethereum ("**xReserve**") and mint USDCx on Cardano ("**Minting**"); and (ii) burn USDCx on Cardano to convert to USDC ("**Burning**"). The Portal also integrates third-party decentralized exchange (DEX) widgets that allow you to swap or provide liquidity for USDCx and which constitute Third-Party Services (as defined below). These DEX widgets connect directly to APIs operated by the respective DEX providers; without limiting the generality of Section 8, IOG does not own, operate or control these DEX integrations or the underlying DEX protocols.
- b. **Interface.** The Portal connects to: (a) minting and burning smart contracts deployed by IOG and its designated co-attester, Midgard Labs, which verify USDCx mint and burn based on cryptographic attestations; and (b) the Cardano blockchain, a permissionless, decentralized protocol that IOG does not own, operate or control. Once deployed, the smart contracts execute autonomously on-chain. IOG and Midgard Labs may update the smart contracts for security patches, bug fixes or protocol improvements, but cannot use such updates to access, freeze, reverse or redirect user funds.
- c. **Attestation System.** Minting and burning rely on attestations:
  - i. **Minting:** Circle's attestation confirms USDC is locked in xReserve, enabling USDCx minting on Cardano.
  - ii. **Burning:** Burning requires attestations from IOG and Midgard Labs, and from Circle to confirm USDCx is burned on Cardano, enabling Circle to release USDC from Ethereum xReserve. Ultimately, Circle has the unilateral ability to release USDC from xReserve.

Attestations are cryptographic confirmations of on-chain events, not instructions to move funds. Neither IOG nor Circle directs fund movements or selects recipients. Neither IOG nor Circle exercises discretion over fund routing or recipient selection; attestations confirm that predefined on-chain conditions have been met, after which the conditions required to use the smart contract can be met.

## 3. ELIGIBILITY AND PROHIBITED USE

- a. **Age and Capacity.** You must be at least the age of majority in your jurisdiction to use the Portal. If you use the Portal on behalf of an entity, you represent you have authority to bind that entity to these Terms.
- b. **Geographic Restrictions.** You represent and warrant that you are not:
  - i. A resident of, or located in, any jurisdiction where use of the Portal is prohibited by applicable law or where IOG is prohibited from offering services;
  - ii. A resident of any country listed in Schedule A (Prohibited Jurisdictions) to these Terms;
  - iii. A person or entity subject to sanctions administered by OFAC, the UN Security Council, the EU, HM Treasury or other relevant sanctions authority; or
  - iv. Accessing the Portal via VPN or other means to circumvent geographic restrictions.
  - v. In violation of Circle's Cross-Chain Transfer Protocol (CCTP) terms and conditions, and will not use the Portal in any manner that violates Circle's requirements for USDC transfers or xReserve services.

- c. **Compliance.** You represent that you will comply with all applicable laws, including without limitation AML, CTF, sanctions, securities, tax and data protection laws. You will not use the Portal for illegal activities, including money laundering, terrorist financing, sanctions evasion, market manipulation or fraud.
- d. **Prohibited Conduct.** You may not:
  - i. Use the Portal in any manner that violates applicable law;
  - ii. Interfere with, disrupt or compromise the security or integrity of the Portal;
  - iii. Use automated systems (bots, scrapers) to access the Portal without authorization;
  - iv. Reverse engineer, decompile or attempt to extract source code from the Portal;
  - v. Misrepresent your identity or affiliation;
  - vi. Use the Portal to train AI, machine learning or similar systems; or
  - vii. Remove or obscure any proprietary notices.

#### 4. FEES AND COSTS

- a. **Fees and Costs.** A bridging transaction through the Portal may involve multiple cost and fee layers. You are responsible for paying all blockchain network transaction costs (“gas costs”) on both source and destination chains, which are paid directly to blockchain validators, not to IOG. In addition to such gas costs, you may incur: (i) a bridge fee on mint transactions, which covers Cardano transaction costs, minimum UTXO requirements and a service component (the service component may be set to zero at IOG’s discretion); (ii) a relay fee for processing cross-chain settlement on indirect routes (e.g., via centralized exchanges or Solana), which includes a market-driven Ethereum cost component and a minimal relay-network fee component; and (iii) a fee for burn transactions for covering Cardano transaction costs, minimum UTXO requirements and Circle service costs. IOG may set any or all of these fees to zero, modify fee amounts or introduce new fees at any time in its sole discretion, provided that all applicable fees and their current amounts will be displayed in the Portal interface prior to transaction confirmation. IOG reserves the right to introduce, modify or waive any of the foregoing fees at any time. Continued use after fee changes constitutes acceptance.
- b. **Third-Party Costs.** Circle or other service providers may charge separate costs for xReserve, CCTP, Gateway or for other functionality. Such costs are not controlled by IOG.

#### 5. RISKS YOU ASSUME

By using the Portal, you acknowledge and assume these risks:

- a. **Blockchain Risks.** Blockchains are decentralized systems not controlled by IOG. Risks include: network congestion or outages; chain reorganizations or forks; validator failures; and any other network or protocol issue.
- b. **Bridge Operations and Controls.** The USDCx bridge operates through a multi-attester system. No single party, including IOG, can unilaterally mint or burn USDCx tokens. Minting requires a valid cryptographic attestation from Circle confirming that USDC has been locked in xReserve. Burning requires an attestation from IOG and Midgard Labs confirming that USDCx has been burned on Cardano, and the subsequent release of USDC on Ethereum requires attestation from Circle, IOG

and Midgard Labs. Additionally, Circle, IOG and Midgard Labs each independently hold the ability to pause the bridge in the event of a security incident, suspected exploit or emergency. No party has the ability to use the bridge or the attestation system to perform any action that is unlawful or in violation of applicable legal requirements. The pause mechanism is a safety control designed to protect users and is not a form of custody or control over user funds. Circle retains ultimate authority over the xReserve smart contracts and USDC release regardless of other parties' actions.

- c. **Chain Fork, Partition or Rollback.** In the event of a chain partition, fork, rollback or similar network-level disruption on a supported blockchain or any source chain (whether caused by a consensus bug, malicious action, protocol upgrade failure or other event beyond IOG's control), IOG will not be liable for any loss of funds, transaction failures, delayed finality or discrepancies in token balances arising therefrom. Users acknowledge that during any such event, bridge operations (including minting and burning) may be paused by any attester party.
- d. **Smart Contract Risks.** The xReserve contracts are complex software. Risks include: undiscovered vulnerabilities; exploits or hacks; upgrade failures; and loss of funds due to contract bugs. Third-party audits are conducted for every live deployment, however they do not guarantee safety.
- e. **Regulatory Risk.** The legal and regulatory treatment of digital assets, stablecoins and cross-chain bridges is rapidly evolving and varies by jurisdiction. Your country's laws, regulations or policies regarding stablecoins, digital assets or blockchain technologies may change at any time, potentially restricting or prohibiting your ability to use the Portal, hold USDCx or convert between USDC and USDCx. You are responsible for understanding and complying with all applicable laws in your jurisdiction and for monitoring regulatory developments that may affect your use of the Portal. You accept all risks associated with regulatory changes, including the risk that your access to the Portal or your ability to convert USDCx may be limited, suspended or terminated due to legal or regulatory requirements.
- f. **No Recovery.** If you lose your Access Credentials (private keys, seed phrases, passwords), you permanently lose access to your assets. No recovery is possible.
- g. **User Error.** Sending USDCx to an incorrect address, unsupported wallet or wrong blockchain results in permanent and irretrievable loss. IOG is not responsible for user error.
- h. **Third-Party Wallet Risks.** The Portal requires self-custody wallets provided by third parties. IOG does not control these wallets. Wallet provider failures, bugs, hacks or service termination may prevent Portal access or result in loss of funds.
- i. **No Insurance.** The conversion between USDC and USDCx is not insured. You are responsible for ensuring your use of the Portal complies with Circle's terms and conditions for USDC, and you assume all risk of loss.

**YOU ACKNOWLEDGE AND ASSUME ALL RISKS DESCRIBED IN THIS SECTION.**

## **6. WHAT IOG DOES NOT DO**

- a. **No Custody.** IOG never takes possession, custody or control of your USDC, USDCx or other digital assets.

- b. No Blockchain Control.** IOG does not operate, control or validate transactions on Ethereum, Cardano or other blockchains.
- c. No Reserve Control.** Circle controls the xReserve contracts containing USDC reserves. IOG has no access to or control over these reserves. Circle has sole discretion to release or withhold USDC from xReserve and may limit, delay or deny releases for any reason, including compliance, security or operational considerations.
- d. No Liability for Circle Actions.** If you successfully burn USDCx on Cardano but are unable to receive USDC on Ethereum, this is due to Circle's control over the xReserve contracts and USDC release. IOG has no responsibility for, and no technical capability to compel, Circle's release of USDC from xReserve. Your recourse is with Circle, not IOG.
- e. No Financial Services.** IOG is not a bank, financial institution, money transmitter, broker, exchange, investment adviser or fiduciary.
- f. No Recovery.** IOG cannot reverse transactions, recover lost funds, retrieve Access Credentials or assist with funds sent to incorrect addresses.

## 7. OUR CONTENT AND INTELLECTUAL PROPERTY

- a. Ownership.** All intellectual property in or related to the Portal, including software, design, text, graphics, logos and trademarks (“**Our Materials**”), is the exclusive property of IOG or its licensors.
- b. Limited License.** Subject to these Terms, we grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use the Portal in accordance with these Terms. This license terminates immediately upon any breach of these Terms.
- c. Restrictions.** You may not: reproduce, modify, distribute, sell, license, reverse engineer, decompile or otherwise exploit Our Materials without express written permission; use the Portal or Our Materials to train AI, machine learning or similar systems; or remove proprietary notices.
- d. Open Source.** Certain Portal components may be subject to open-source licenses, in which case those specific licenses apply to such components.

## 8. THIRD-PARTY SERVICES

- a. Third-Party Integrations.** The Portal may enable access to or integration with third-party wallets, services, applications or websites (“**Third-Party Services**”) that IOG does not own, operate or control. Availability of Third-Party Services via the Portal does not constitute endorsement.
- b. No Responsibility.** IOG assumes no responsibility for Third-Party Services, including their content, functionality, security, availability, privacy practices or compliance with law. Your use of Third-Party Services is governed by their terms, not these Terms.
- c. Wallet Providers.** The Portal requires connection to self-custody wallets. IOG does not provide, control or endorse any wallet. You are responsible for selecting, securing and using your wallet. IOG is not liable for wallet provider failures, bugs, hacks or service termination.
- d. Fraudulent Sites and Phishing.** IOG is not responsible for losses resulting from phishing attacks, fraudulent websites, unofficial interfaces, fake applications or other scams purporting to be associated with the Portal. Always verify you are accessing the official Portal at [usdcx.iog.io](https://usdcx.iog.io).

## 9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

**PLEASE READ THIS SECTION CAREFULLY AS IT LIMITS IOG'S LIABILITY TO YOU.**

THE "IOG ENTITIES" MEANS INPUT OUTPUT GLOBAL, INC. AND ALL SUBSIDIARIES, AFFILIATES (INCLUDING IOHK USA LLC), RELATED COMPANIES, SUPPLIERS, LICENSORS AND PARTNERS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF THEM. EACH PROVISION BELOW APPLIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- a. **AS IS.** WE PROVIDE THE PORTAL, OUR MATERIALS AND ACCESS TO THIRD-PARTY SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE IOG ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, ACCURACY, COMPLETENESS, UNINTERRUPTED OR ERROR-FREE SERVICE, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR TRADE USAGE. NOTHING IN THE PORTAL OR OUR MATERIALS IS LEGAL, FINANCIAL, INVESTMENT OR TAX ADVICE.
- b. **NO PROMISES.** THE IOG ENTITIES MAKE NO PROMISES REGARDING: (i) THE ACCURACY, COMPLETENESS OR TIMELINESS OF INFORMATION PROVIDED VIA THE PORTAL; (ii) THE SECURITY OF THE PORTAL OR COMMUNICATIONS SENT TO OR FROM THE PORTAL; (iii) THE AVAILABILITY, FUNCTIONALITY OR PERFORMANCE OF THE PORTAL, BLOCKCHAINS, SMART CONTRACTS OR THIRD-PARTY SERVICES; (iv) THE VALUE, STABILITY OR CONVERTIBILITY OF USDCX OR OTHER DIGITAL ASSETS; OR (v) THE CONDUCT OR RELIABILITY OF THIRD PARTIES, INCLUDING CIRCLE OR WALLET PROVIDERS.
- c. **NO CONTROL OVER PROTOCOLS.** THE IOG ENTITIES DO NOT CONTROL THE UNDERLYING BLOCKCHAIN PROTOCOLS OR CIRCLE'S XRESERVE INFRASTRUCTURE. IOG CANNOT PREVENT BLOCKCHAIN FORKS, NETWORK FAILURES, SMART CONTRACT EXPLOITS OR CIRCLE SERVICE INTERRUPTIONS.
- d. **LIABILITY CAP.** YOU AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE IOG ENTITIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY. THE IOG ENTITIES SPECIFICALLY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, REPUTATIONAL HARM OR LOSS OF DATA (EVEN IF THE IOG ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE) ARISING FROM OR RELATING TO YOUR USE OF, OR INABILITY TO USE, THE PORTAL. THE IOG ENTITIES' TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE PORTAL WILL NOT EXCEED USD\$100.
- e. **Exceptions to Cap.** The liability cap in Section 9(d) does not apply to damages caused by IOG's fraud, gross negligence or willful misconduct, or to the extent precluded by applicable law (in which case IOG's liability will be the minimum required to comply with such law).
- f. **No Fiduciary Duties.** These Terms do not create any fiduciary relationship, duties or obligations between you and IOG. To the maximum extent permitted by law, any fiduciary duties that might otherwise exist are expressly disclaimed and waived. IOG's only duties are those explicitly stated in these Terms.

## 10. INDEMNIFICATION

You fully indemnify, defend and hold harmless the IOG Entities from and against all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses arising from or relating to: (a) your breach of these Terms; (b) any allegation that materials you submit to us infringe third-party intellectual property rights; (c) your use of the Portal or interaction with Third-Party Services; (d) your violation of applicable law; (e) your loss of Access Credentials or transmission of funds to incorrect addresses; or (f) your negligent, fraudulent or willful misconduct.

## 11. DISPUTE RESOLUTION (“ARBITRATION AGREEMENT”)

Please read this Section carefully. It requires arbitration of disputes and limits the manner in which you can seek relief.

- a. Initial Dispute Resolution.** If you have a dispute with IOG, you must contact us at [legal@iohk.io](mailto:legal@iohk.io) to attempt informal resolution before pursuing arbitration. Neither party may start formal arbitration for at least 60 days after written notice of a claim.
- b. Scope of Arbitration.** This Arbitration Agreement applies to all disputes or claims arising from or relating to these Terms or the Portal, whether arising before or after the Last Updated date of these Terms. The Federal Arbitration Act and New York law govern interpretation and enforcement of this Arbitration Agreement.
- c. Agreement to Arbitrate.** After following the informal resolution process in Section 11(a), disputes will be resolved by final and binding arbitration, except that: (i) you may assert claims in small claims court if your claims qualify (on an individual, non-class, non-representative basis); and (ii) either party may seek injunctive or equitable relief for actual or threatened infringement or misuse of intellectual property rights without first engaging in arbitration.
- d. Arbitration Acknowledgment.** BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU AGREE NOT TO PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST IOG ALLEGING CLASS, COLLECTIVE OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. YOU MAY BRING CLAIMS AGAINST IOG ONLY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS.
- e. Arbitration Procedures.**
  - i.** To begin arbitration, send a letter requesting arbitration and describing your claim via certified mail to: JAMS and Input Output Global, Inc., 2015 Ionosphere Street #201, Longmont, Colorado 80504, Attn: Legal Department.
  - ii.** Arbitration will be conducted by JAMS before a single, neutral arbitrator mutually agreed upon by the parties, or if the parties cannot agree within 30 days, chosen by JAMS.
  - iii.** Claims under \$250,000 (excluding attorneys' fees and interest) are subject to JAMS Streamlined Arbitration Rules. All other claims are subject to JAMS Comprehensive Arbitration Rules.



To the extent Section 11 is held unenforceable: These Terms and all disputes arising from or relating to them will be governed by the laws of the United States and the State of New York, without regard to conflict of laws principles. You and IOG: (a) submit to the exclusive jurisdiction of federal or state courts in New York County in any action arising from or relating to these Terms and acknowledge venue shall lie exclusively in such courts; and (b) waive any objection based on lack of personal jurisdiction or inconvenient forum. THE PARTIES IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATING TO THESE TERMS.

### 13. PRIVACY

- a. **Privacy Policy.** IOG will collect, use and process your data only in accordance with [IOG's Privacy Policy](#), which is incorporated into these Terms. By accepting these Terms, you agree that IOG may contact you via email at the contact information you provided with information related to your use of the Portal.
- b. **Immutable Data.** Blockchain transactions are public and permanent. Once you submit a transaction to a blockchain, that information is publicly visible and cannot be deleted or modified.
- c. **Opt Out.** If you wish to stop receiving communications from IOG, follow the opt-out options in our [Privacy Policy](#).

### 14. DMCA POLICY

- a. **Notice.** IOG complies with the Digital Millennium Copyright Act. If you believe any content in the Portal infringes your copyright, submit a DMCA notice to: DMCA@iohk.io or Input Output Global, Inc., 2015 Ionosphere Street, Suite 201, Longmont, Colorado 80504 USA, Attn: Legal Department, c/o Liz Pope.
- b. **Requirements.** Your notice must include: (i) physical or electronic signature of the copyright owner or authorized representative; (ii) identification of the copyrighted work; (iii) identification of the infringing material with sufficient information for us to locate it; (iv) your contact information; (v) a statement of good faith belief that use is unauthorized; (vi) a statement that the information is accurate; and (vii) a statement under penalty of perjury that you are authorized to act on behalf of the copyright owner.
- c. **Enforcement.** False or fraudulent DMCA notices may result in civil and criminal penalties. By submitting a DMCA notice, you acknowledge you will be liable for damages, costs and attorneys' fees IOG incurs related to any misrepresentation.

### 15. SUPPORT AND AVAILABILITY

- a. **Portal Support Requests.** For Portal interface, connection or general technical issues, you may request technical support by contacting us on Discord here: <https://discord.gg/AmZWjBxsD2>. Support is provided on an "as is" basis. IOG makes no representations or warranties regarding the accuracy, completeness, timeliness or results of any support provided.
- b. **Portal Availability.** The Portal may be unavailable, interrupted or modified at any time without notice due to: maintenance, upgrades, security incidents, blockchain network issues, Circle service interruptions, legal or regulatory requirements, or IOG's discretion. IOG may suspend,

restrict or terminate access to the Portal at any time without liability. In such cases the user can interact directly with the USDCx protocol.

- c. **Circle Reserve Issues.** For issues related to Circle's xReserve contracts, reserve balances or attestation services, contact Circle's support channels.
- d. **Blockchain Issues.** For Cardano or Ethereum blockchain issues, consult the respective blockchain community resources. IOG does not provide support for blockchain protocol issues.

## 16. PROHIBITED JURISDICTIONS AND SANCTIONS COMPLIANCE

- a. **Prohibited Jurisdictions.** You may not access or use the Portal if you are a resident of, or located in, any jurisdiction listed in Schedule A (Prohibited Jurisdictions).
- b. **Sanctions Compliance.** You represent and warrant that you are not: (i) named on any sanctions list maintained by OFAC, the UN Security Council, the EU, HM Treasury or other relevant sanctions authority; (ii) owned or controlled by any sanctioned person or entity; or (iii) acting on behalf of any sanctioned person or entity.
- c. **Geoblocking.** The Portal implements technical controls to block access from Prohibited Jurisdictions. Attempting to circumvent these controls (including via VPN, proxy or other means) violates these Terms and may violate applicable law.
- d. **Ongoing Compliance.** You agree to immediately cease using the Portal if you become subject to sanctions or become a resident of a Prohibited Jurisdiction. Continued use under such circumstances may result in immediate termination and forfeiture of assets to the extent required by law.

## 17. CHANGES TO THESE TERMS

We may change these Terms at any time. If we do, we will update the “Last Updated” date. Your continued use of the Portal after changes become effective constitutes acceptance of updated Terms. If you do not agree with any updates, you must stop using the Portal. Check this page periodically for the most current version. Changes are effective going forward as of the posting date.

## 18. TERMINATION

- a. **Your Right to Terminate.** You may stop using the Portal at any time. Termination does not relieve you of obligations that accrued prior to termination.
- b. **IOG's Right to Terminate.** We may suspend, restrict or terminate your access to the Portal at any time, for any reason or no reason, with or without notice. We may also modify or discontinue the Portal at any time without liability.
- c. **Effect of Termination.** Upon termination, your right to use the Portal automatically terminates. Provisions that by their nature should survive (including Sections 1, 6, 7, 9, 10, 11, 12, 19) survive termination.

## 19. MISCELLANEOUS

- a. **Application Providers.** If you access the Portal through an application provided by Apple, Google or other platform provider, these Terms are between you and IOG only, not the platform

provider. Platform providers have their own terms governing application distribution.

- b. Export Control and Sanctions.** The Portal and related technology may be subject to U.S. export control laws and sanctions. You will comply with these laws and will not export, re-export or transfer IOG technology in violation of such laws. By using the Portal, you represent you are not subject to or located in a jurisdiction subject to U.S. comprehensive sanctions.
- c. Languages.** The English version of these Terms is binding. All communications and proceedings will be conducted in English, even if we provide translations. Inconsistencies among translations will be resolved in favor of the English version.
- d. Assignment.** You may not assign these Terms or any rights under these Terms without IOG's prior written consent. IOG may freely assign these Terms. There are no third-party beneficiaries.
- e. Waiver.** Our failure to assert a right or provision under these Terms does not constitute a waiver, nor does single or partial exercise of any right or provision prevent or restrict further exercise.
- f. Headings.** Section headings are for convenience only and do not define or explain any provision.
- g. Entire Agreement and Severability.** These Terms supersede all prior agreements regarding the Portal and constitute the entire agreement between you and us. If any part of these Terms is found unenforceable, it will be construed to reflect the parties' original intent, and the remaining provisions remain in full force and effect.
- h. Independent Parties.** No agency, partnership, joint venture or employment relationship is created by these Terms and you have no authority to bind IOG.
- i. Force Majeure.** IOG is not liable for failure or delay in performance due to circumstances beyond reasonable control, including acts of God, war, terrorism, pandemics, government action, blockchain network failures, Circle service interruptions, power failures or Internet disturbances.
- j. Electronic Communications.** We may provide notice by posting on the Portal, emailing you or using public communication channels. Notices are effective upon posting or when emailed. To give us notice, email [legal@iohk.io](mailto:legal@iohk.io).
- k. Contact.** For questions about these Terms or the Portal, contact us at:

Input Output Global, Inc.  
2015 Ionosphere Street, Ste 201  
Longmont, Colorado 80504 USA  
Attn: Legal Department  
Email: [legal@iohk.io](mailto:legal@iohk.io)

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## SCHEDULE A

### PROHIBITED JURISDICTIONS

- Cuba
- Iran (Islamic Republic of)
- North Korea (Democratic People's Republic of)
- Syria
- Non-government-controlled areas of Ukraine (Crimea, Donetsk, Luhansk, Kherson, Zaporizhzhia)
- Afghanistan

- Belarus
- Congo (Democratic Republic of)
- Central African Republic
- Guinea-Bissau
- Iraq
- Libya
- Mali
- Myanmar
- Russian Federation
- Sudan
- Somalia
- South Sudan
- Venezuela (Bolivarian Republic of)
- Yemen

This list may be updated from time to time to reflect changes in applicable law or Circle's requirements. Continued use of the Portal after updates constitutes acceptance of the revised list.

This list identifies jurisdictions subject to comprehensive geographic sanctions or other restrictions. However, this does not constitute a comprehensive list of all prohibited persons or entities. Prohibited persons and entities include, but are not limited to, any individual or entity: (1) identified on sanctions lists maintained by OFAC (including the SDN List and Consolidated Sanctions List), the UN Security Council, the EU, HM Treasury or other relevant sanctions authorities; (2) owned or controlled by any sanctioned person or entity; (3) acting on behalf of any sanctioned person or entity; or (4) otherwise subject to applicable sanctions laws or regulations. Users are responsible for ensuring they are not prohibited persons under applicable laws.