

## **Terms and conditions for the use of the Karsa Website**

**This document was last updated on the 15th of April, 2025.**

### **1. Introduction**

1.1 By accessing this Website, You agree that you have read, understood, and accept the Terms and Conditions (“T & C”) herein as well as our Privacy Policy as they will govern your access and use of the Karsa Website.

1.2 This Agreement sets out the terms and conditions between:

YOU, the user or prospective user of Karsa

AND

Serai, Inc. a company duly incorporated under the laws of the State of Delaware, with company registration number SR 20212891464, and having its principal place of business at New York, United States (hereinafter referred to as “Karsa” which is responsible for developing and managing Karsa);

### **2. Acceptance**

2.1 These T & C govern your use of the services, content, and information provided by Karsa in respect of this Website. By registering, accessing and/or using the Website, You acknowledge that You are at least 18 years of age or older, you have the capacity to enter into this T & C, You have read, understood, and You agree to be legally bound by the T & C. If You do not agree with the T & C, please do not access, or use the Website. You must agree to the T & C before accessing the Website by ticking the “AGREE” box below. This action shall constitute your acceptance of the T & C and shall govern your access and usage of the Website.

2.2 By attempting to access this Website, You agree to comply with and be bound by the terms and conditions governing the Website.

2.3 If these T & C have materially changed since you last accessed or used the Website, you acknowledge and agree that your continued access or use of the Website constitutes your acceptance of the changed T & C;

2.4 You also agree to our privacy policy which covers how we collect, use, share and store your personal information.

### **3. Variation of Terms and Conditions**

Please note that we may revise and update these T & C from time to time at our discretion. Your use of this Website is governed by the version of the T & C in effect on the date the Website is accessed by You. We reserve the right to amend, change, vary or alter the T & C at any time with or without notice to You. If You access or use the Website after the amended T & C has been published, You will be deemed to have agreed to the T & C as amended, changed, varied, or altered.

### **4. Access to the Website**

4.1 To enable You to create a user account on the Website and complete certain transactions and make purchases, we may require that You provide your financial information (“Personal Information”) and any other information that we may require from time to time for subscription based payment of the Karsa service.

4.2 You shall be solely responsible for maintaining the confidentiality of your Profile and password and for restricting access to your computer/mobile device. While Karsa shall take all reasonable steps to protect your Personal Information, and You hereby accept responsibility for any breach, unlawful access, use, compromise, or manipulation of your Personal Information caused by your conduct, inaction, carelessness, inadvertence, or negligence. You are to notify us immediately if You become aware of any disclosure, loss, theft, or unauthorised access or use of your Personal Information.

4.3 We reserve the right to revoke your access to the Website at our sole discretion and without assigning any reason or giving any notice thereto or in accordance with notice periods permitted in law.

## 5. Prohibited Uses

5.1 You agree that You shall not do the following:

5.1.1 use the Website in any manner that could damage or overburden Karsa's server, or any network connected to Karsa's server, interfere with any other party's use of the platform; or

5.1.2 use the Website for any illegal or unlawful or malicious activity, or for activities that will be deemed improper under any applicable law, which includes but is not limited to money laundering, financing of terrorism, fraud, racketeering, amongst others; or

5.1.3 impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use or provide any fraudulent, misleading, or inaccurate information; or

5.1.4 access or use (or attempt to access or use) another user's profile without permission or solicit another user's login information.

5.1.5 to reverse engineer any portion of the Website.

5.1.6 to remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Website or on any materials printed or copied from the Website.

5.1.7 to record, process, harvest, collect, or mine information about other users.

5.1.8 to otherwise attempt to interfere with the proper working of the Website.

5.2 You agree that we may take civil or criminal actions against You if we have reason to believe that You have used or attempted to use the Website in any manner prohibited above.

## 6. Communication

You consent to us sending all notifications, notices, records, statements, communications, updates, records, and any other information regarding the Website provided to You ("Correspondence and Communication") electronically. You also understand that you can remove yourself from these communications by clicking the "Unsubscribe" link in the footer of the actual email.

## 7. Transmission of Personal Information

7.1 Your use of the Website may involve the transmission of your Personal Information to third party service provider(s). In view of your right to provide consent for the transmission of your personal information, You consent to the terms of service of these providers, including <https://www.bridge.xyz/legal> and <https://www.rain.xyz/legal>, amongst others.

7.2 The transmission, use and/or analysis of your personal data or information shall be processed by Us in accordance with relevant data protection laws and regulations in force.

#### 8. Usage monitoring

We reserve the right to access, archive, or monitor your use of this Website in accordance with the applicable laws of State of Delaware. By using the Website, You accept our right to access, archive, or monitor usage to ensure service quality, or to evaluate the Website, the security of the payment methods, compliance with the T & C, or for any other reason. You agree that our monitoring activities will not entitle You to any cause of action or other right with respect to the way we monitor the Website usage and enforce, or fail to enforce, the T & C. You further agree that in no event will Karsa be liable for any damages incurred by You because of our usage monitoring.

#### 9. Copyright, Trademark, and other Intellectual Property Rights

You acknowledge that the Website is protected by applicable copyrights, trademarks, trade secrets, patents, proprietary rights, and other intellectual property laws, and that these rights are valid and protected in all forms, media, and technologies existing now or developed in the future. Accordingly, You may not copy, distribute or modify the Website, including any text, graphics, user interface design or logos, except as explicitly authorised by Us in writing.

You agree that You are responsible for the means You use to access the Website and understand that your hardware, software, the Internet, your telecommunications service provider, and other third parties involved in connecting You to the Website may not perform as intended or desired.

#### 10. Connectivity

Information that we collect or generate about you. This includes (but is not limited to): technical information about your use of the Services e.g. sensor, location, connectivity, technical and aggregated usage data, such as your GPS/GNSS location data; home and work locations; IP addresses, wireless networks, cell towers and Wi-Fi access points; non-identifying data regarding a device, operating system, and browser; activity, communication, and performance logs; issues and bugs; and user activity on our Services. This data does not enable us to learn your true identity or contact details and serves mostly to improve the overall performance of our Services, and to better understand how our users typically use our Services and how we could improve their user experience.

#### 11. Indemnification

You agree that the use of the Website is not a secure method of transmitting information, and that the risk of any loss of information or interception of information by any third party will be borne by You and that Karsa and its employees and partners shall not be liable for the same. Karsa shall not be liable for any damages or injuries arising out of or in connection with the use of the Website or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, or interruption of business, error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon instructions. You will at all times indemnify Karsa along with their Partners, officers, employees, successors and assigns from and against all actions, proceedings, claims and demands whatsoever for or on account of or in relation to any use of the Website and from and against all damages, costs, charges and expenses in respect thereof.

#### 12. Termination

12.1 You acknowledge and agree that we may restrict, suspend, or terminate the T & C or your access to, and use, of all or any part of the Website, at any time, with or without cause, including but not limited to any breach of the T & C without prior notice to You.

12.2 We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any user information, emails, or other materials that are believed to violate the T & C.

12.3 Any suspension, termination, or cancellation of the Website shall not affect your obligations to Us under these T & C (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

### 13. Representation and Warranties

You hereby represent and warrant that:

13.1 You have read and understood the T & C;

13.2 You are at least 18 (eighteen) years of age;

13.3 Your Personal Information and any other information given to us is true, accurate, authentic, current, and complete;

13.4 You grant to us the right to use your Personal Information in accordance with the T & C;

13.5 You shall not provide false, inaccurate, illegal or misleading information;

13.6 You agree to comply with and be bound by the T & C governing your use of the Website and You affirm that the T & C are without prejudice to any other right that we may have with respect to your access to the Website under the laws of the State of Delaware or otherwise;

13.7 You shall not assign or transfer your rights under the T&C to anyone else, without our approval in writing;

13.8 Your acceptance and use of Website does not violate any applicable law in the State of Delaware or any contract or obligation to which You are a party or are otherwise bound; and

13.9 that if You are accepting the T&C on behalf of a company, organisation, or other legal entity, that You have their consent or authorisation to do so.

### 14. Limitation of Liability

YOUR SOLE REMEDY FOR DISSATISFACTION WITH YOUR USE OF THE WEBSITE IS TO STOP USING THE WEBSITE. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL Karsa BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING BUT NOT LIMITED TO: LOSS OF GOODWILL OR DATA; ANY FAILURE OF PERFORMANCE, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DEFECT, OPERATOR ERRORS, INCONVENIENCE OR DELAY IN OPERATION OR TRANSMISSION; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE AND THE INTERNET); SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD); FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOUR DISPUTE AND OTHER LABOUR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT; OR ANY THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OR USE OF YOUR INFORMATION, EQUIPMENT OR PROPERTY.

### 15. Disclaimer of Warranties

YOU ACKNOWLEDGE AND AGREE THAT THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NONE OF THE RESPECTIVE OFFICERS, PARTNERS, EMPLOYEES OR AGENTS OF Karsa GUARANTEE THE ACCURACY, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION ON THE WEBSITE. WE DO NOT WARRANT THAT THE WEBSITE WILL MEET YOUR NEEDS OR EXPECTATIONS, OR BE UNINTERRUPTED, SECURE OR ERROR FREE. WE HAVE NO RESPONSIBILITY FOR ANY DAMAGE THAT MAY BE CAUSED TO YOU AS A RESULT OF USING THE WEBSITE. WE DO NOT MAKE ANY REPRESENTATION THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY OR ERROR-FREE.

16. Third Party Service Provider(s)

In order for You to conveniently use the Website, we may utilise the service of third-party service provider(s). Please be aware that Karsa is neither responsible for the services provided by third party service providers nor are we responsible for the privacy policy or practices of third-party service provider(s). PLEASE NOTE that where You do not accept the terms and conditions of a third-party service provider(s), DO NOT ACCEPT the T & C. We will ensure that any change, variation, or amendments to the terms and conditions of a third-party service provider(s) is promptly communicated to You.

17. Third Party Service Provider(s) Disclaimer

You agree that the T & C governs only the Website provided by Karsa and not any service(s) provided by third party service provider(s). You agree that Karsa's decision to use the service of third-party service provider(s) is not an endorsement of the content or services provided by third party service provider(s). By using the services, You agree to use the services of third-party service provider(s) at your own risk. You agree that we do not control third party service provider(s) and that there is no agency relationship between us and third-party service provider(s). We expressly disclaim any responsibility for any service or information provided by third party service provider(s), and You agree to hold us free from any liability that may arise from service(s) provided by third party service provider(s). Karsa does not guarantee the accuracy, reliability, completeness, or usefulness of any service(s) provided by third party service provider(s). We do not guarantee that the services provided by third party service provider(s) will be secured, uninterrupted or free from errors. We have no responsibility for any damage that may be caused to You because of using the services of third-party service provider(s). You agree that any claim, controversy, complaint, or dispute arising out of or in connection with the service(s) of a third-party service provider shall be resolved in accordance with the terms and conditions of such third-party service provider.

18. Closure of Account

While you may close your account without cost and at any time, you will remain liable for all obligations related to your account even after the closure of your account. When you close your Karsa account, we will cancel any scheduled or incomplete transactions. If you have a balance to your personal or business account, you should withdraw or transfer all funds held in your account before closing your personal account, and closing a personal account will result in Karsa automatically closing any linked balance.

In certain cases, we may refuse the closing of your account where the following are detected:

1. To evade an investigation.
2. If you have a pending transaction or an open dispute or claim.
3. If your Karsa account has a negative balance.
4. If your Karsa account is subject to a hold, limitation or reserve.

Upon your request to close your account, such process would take five business days.

Karsa also reserves the right to close accounts where;

1. Where no activity for 12 months and the account holder will be notified 30 days before the closure.
2. Violation of Karsa's terms and conditions. Suspected fraudulent activity. Legal or regulatory requirements.

#### 19. Disclosures

You agree and expressly consent that Karsa may in its absolute discretion disclose any information in its possession relating to the Website at any time including your User Profile details to any other party or institution under international laws and any other laws to comply with its obligations pertaining to the provision of the services.

#### 20. Governing Law and Dispute Resolution

20.1 The T & C shall be governed by and construed in accordance with the Laws of the State of Delaware.

20.2 You agree that any claim, controversy, complaint, or dispute arising out of or in connection with your use of the Website ('Dispute') shall be resolved by mutual consultation between You and Karsa only. It is agreed that any Dispute which cannot be mutually resolved by the Parties within 30 (thirty) days of parties taking steps to resolve the Dispute shall be resolved by arbitration in a United States Federal court of competent jurisdiction in the district of Delaware.

20.3 You hereby waive to the fullest extent permitted by applicable law, any right You may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to your use of the Website.

#### 21. Severability and Miscellaneous Provisions

21.1 If any provision of the T & C is deemed unlawful, void, or for any reason unenforceable, the remaining provisions shall be fully enforced, and the remaining provisions shall remain in full force and effect. The failure of a party to enforce any right or provision of the T & C will not be deemed a waiver of such right or provision.

21.2 You shall comply with all laws, rules and regulations of any governmental authority or agency which govern or apply to the operation and use of the Website.

21.3 Karsa may assign its rights and obligations under the T & C or any rights hereunder without your consent. The relationship of the parties under the T & C is that of independent contractors, and the T & C will not be construed to imply that either party is the agent, employee, or joint venture of the other.

21.4 If there are other websites and resources linked to on the Services, these links are provided only for the convenience of our users. We have no control over the contents of those websites or resources and, therefore, cannot accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party websites linked to the Services, you do so entirely at your own risk and subject to the Terms and conditions of use for such websites.

#### 22. Contact Us

22.1 All feedback, comments, requests for technical support, and other communications relating to the Karsa should be directed to [support@gokarsa.com](mailto:support@gokarsa.com):

22.2 By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third-parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in

development that is owned by us, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Karsa and its users any claims and assertions of any moral rights contained in such Feedback.