



Terms of Use
Proof of Stake
Non-Custodial Validation Services

These Terms were last updated on 2 October 2025

Notice:

The Services are provided “as is” and your use of the Services is entirely at your own risk. It is important that you read these Terms carefully to ensure that you fully appreciate the potential risks of using the Services, your rights and obligations and the potential repercussions and liability for you should you fail to adhere to your obligations or in any other way be in breach of these Terms.

You acknowledge and agree that investments that utilise blockchain technology and digital assets carry inherent risks, including the potential for loss of capital. You accept these risks and agree that Pier Two has made no guarantees regarding the performance of any investment in connection with the Services Pier Two does not guarantee any particular outcome, return on investment as a result of the Services, or that your objectives will be met through the Services provided under these Terms.

1. Background

Pier Two operates technical infrastructure which enables Digital Asset owners to participate in Supported Blockchain networks enabling owners to earn Rewards.

2. Agreement

The Parties agree:

- (a) that these Terms apply to and are binding on the person specified in the Stake Now Process forms (**you**) and Pier Two Pty Ltd (ABN 66 647 661 952) (“**Pier Two**”, “**us**” or “**we**”). Pier Two is a corporate authorised representative (CAR Number 1307718) of TAF Capital Pty Ltd AFSL 425925;
- (b) you agree to these Terms by clicking “accept” when prompted during the Stake Now Process in the Control Centre at www.piertwo.com or by continuing to use the Services. If you do not agree to these Terms you must cease using the Services;
- (c) that Pier Two will provide and you will receive the Services, on and subject to the terms of these Terms; and
- (d) in these Terms, Pier Two and you are each referred to individually as a “**party**” and collectively as the “**parties**”.

3. Definitions and Interpretation

3.1 Definitions

- (a) **Account** means your account with Pier Two.
- (b) **AML/CTF Laws** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the Anti-Money Laundering/Counter-Terrorism Financing Rules.



- (c) **APIs** is a reference to Application Programming Interface and is a set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application or other service.
- (d) **Attestation Rights** means any consensus rights associated with, or attached to, Digital Assets that may be exercised in a Supported Blockchain via a staking smart contract or protocol for the sole purpose of participating in protocol consensus (including attestations and block proposals) on behalf of the owner of the Digital Assets.
- (e) **Australian Consumer Law** is a reference to Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- (f) **Authorisation(s)** means the financial service authorisations which Pier Two holds pursuant to its role as a corporate authorised representative of the Licensee (AFSL 425925), (CAR Number 1307718).
- (g) **Authorised Users** means the individual users authorised to use the Services pursuant to these Terms.
- (h) **Blockchain Event** has the meaning given to it as set out in clause 5(a) of these Terms.
- (i) **Control Centre** means the section of the Website so named.
- (j) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (k) **Delegated Digital Assets** means Digital Assets which are delegated as described in clause 4.1(a).
- (l) **Digital Assets** means any digital blockchain asset or voting rights associated with that digital blockchain asset.
- (m) **Digital Wallet** means the wallet or similar device or software used to store Digital Assets.
- (n) **Intellectual Property** means all intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, code, trade, business, domain or company names, moral rights, rights in confidential information, know-how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, whether in existence now or in the future.
- (o) **Insolvency Event** means, in relation to a person, any one or more of the following events occurring:
 - (i) that person is (or states that it is):
 - (A) Insolvent (as defined in the Corporations Act);
 - (B) An insolvent under administration (as defined in the Corporations Act); or



- (C) otherwise unable to pay its debts when they fall due;
- (ii) that person:
 - (A) Is taken to have failed to comply with a statutory demand under section 459F(1) of the Corporations Act; or
 - (B) Must be presumed to be insolvent under section 459C(2) of the Corporations Act;
- (iii) a liquidator, provisional liquidator, administrator, statutory manager, controller, receiver, receiver and manager or other insolvency or bankruptcy official is appointed to that person or to the whole or a substantial part of the property or assets of that person;
- (iv) a mortgagee or other secured party enters into possession of, or seizes, all or substantially all of the property or assets of that person;
- (v) a writ of execution, garnishee order, freezing order, asset protection order or other similar order is levied or made against the person or all or substantially all of the property assets of that person;
- (vi) that person is wound up, deregistered or otherwise dissolved;
- (vii) that person enters into a compromise, moratorium, deed of company arrangement, reorganisation or other arrangement with or involving, or makes an assignment for the benefit of, one or more of its creditors; or
- (viii) any action is taken (including the making of an application to a court, the making of a court order, or the calling of a meeting) which is preparatory to, or could result in, any event set out in paragraphs (iii) to (vii) occurring in relation to that person;
- (ix) where that person is an individual, that person:
 - (A) is (or states that they are) bankrupt or is declared bankrupt;
 - (B) commits an act of bankruptcy;
 - (C) has a bankruptcy notice issued against them; or
 - (D) becomes incapable of managing their own affairs.
- (p) **KYC** means the Know Your Customer procedures to collect and verify a customer's identity.
- (q) **KYB** means the Know Your Business process to verify the identity, legitimacy and ownership structure of your business.
- (r) **Licence** means the permission and licence to access and use the Services granted to you on and subject to these Terms as specified in clauses 4.1(a) and 9.1.
- (s) **Licensee** means TAF Capital Pty Ltd (ACN 159 557 598) of Level 3, 3A Davies Road, Claremont, W.A. 6010.



- (t) **Net Reward** means the sum of the Rewards minus Slashing Penalties (if any).
- (u) **Personnel** means employees, directors, officers, contractors and subcontractors.
- (v) **Proof of Stake** means a Blockchain consensus mechanism that secures a network and validates transactions by having users “stake” their Digital Assets as collateral.
- (w) **Pier Two Material** means all material provided to you by Pier Two prior to and during your use of the Services including all software, guides, any material setting out or supplementing these Terms and any other written communications that are commercially sensitive to Pier Two.
- (x) **Related Body Corporate** has the meaning in the Corporations Act.
- (y) **Rewards** means any rewards granted by the Supported Blockchains or earned on the Digital Assets, including block rewards, endorser rewards, and transaction fees, in each case as actually granted by such Supported Blockchains or otherwise received and received by Pier Two or you, as applicable, in connection with the performance of the Services.
- (z) **Service(s)** means the services described clause 4.1 of these Terms and also includes our Website.
- (aa) **Services Agreement** means a written agreement between you and Pier Two which sets out further or different terms relating to the Services.
- (bb) **Service Fee(s)** means an amount equal to ten (10) percent of Net Rewards that have streamed to you via the Services calculated monthly in arrears, or as otherwise agreed in writing between the parties.
- (cc) **Slashing Liability Limit** means twelve (12) times the immediately preceding month’s Service Fee for all your Digital Assets receiving the Services under these Terms.
- (dd) **Slashing Penalties or Slashing Penalty** means any slashing penalty assessed and applied to any Digital Assets by a Supported Blockchain according to the Supported Blockchain’s protocols.
- (ee) **Slashing Penalty Event** means any time a Slashing Penalty is applied to your Delegated Digital Assets.
- (ff) **Special Conditions** means any special conditions the parties agree to in writing.
- (gg) **Stake Now Process** means the process entitled the “Stake Now Process” in the Control Centre at the Website.
- (hh) **Supported Blockchain** means a Proof-of-Stake network or blockchain ledger on which Pier Two operates a validator node or similar.
- (ii) **Termination Date** means the effective date of termination of your and your Authorised Users’ rights to use the Services as granted under these Terms.



- (jj) **Terms** means these terms, including any applicable annexures and schedules and Special Conditions, as amended from time to time.
- (kk) **Third Party Services** means the third party services integrated with or accessed through the Services and includes Supported Blockchains.
- (ll) **Voting Rights** means any voting rights associated with, or attached to, Digital Assets that may be exercised in a Supported Blockchain via a staking smart contract or protocol.
- (mm) **Website** means the website accessed at <https://piertwo.com>.

3.2 Interpretation

In this document:

- (a) "including" and similar expressions are not words of limitation;
- (b) a reference to a clause or schedule is a reference to a clause of or a schedule to this document;
- (c) a reference to an agreement or document (including, without limitation, a reference to this document) is to the agreement or document as amended, assigned, novated or replaced;
- (d) any reference to any legislation includes a reference to that legislation as amended, re-enacted, consolidated or replaced at any time;
- (e) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (f) headings are for convenience only and do not form part of this document or affect its interpretation;
- (g) a provision of this document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this document;
- (h) headings and subheadings are for convenience and do not affect interpretation;
- (i) words denoting the singular number include the plural, and the converse also applies;
- (j) a defined word or expression has corresponding effect in relation to its other grammatical forms;
- (k) any reference to a party to any agreement or document includes its executors, administrators, legal personal representatives, successors and permitted assigns and substitutes by way of assignment or novation;
- (l) any liability, representation or warranty undertaken by, or right conferred on, 2 or more persons binds or benefits all of those persons jointly and each of them severally;



- (m) the Background is not binding; and
- (n) in addition to these Terms, other special conditions or a separate Services Agreement may apply to you in connection with the Services as agreed in writing between Pier Two and you. To the extent that there is a conflict between the terms of these Terms, any Special Conditions and/or a Services Agreement, the following prevail in the order they are listed:
 - (i) Services Agreement;
 - (ii) Special Conditions; and
 - (iii) Terms.
- (o) all references to time are to Queensland, Australia, Eastern Standard Time.

4. Services

4.1 The Services

- (a) On and subject to these Terms, Pier Two permits you and your Authorised Users to access and use Pier Two's online client-side interface software and any APIs available via, associated or integrated with, that software, to enable you to participate in staking protocols on Supported Blockchains by delegating your Digital Assets to nodes operated and monitored by Pier Two using a non-custodial technology solution (the "**Services**").
- (b) The Services are provided on a non-custodial basis, and Pier Two will not at any time have custody of any of your Digital Assets.

4.2 Authorisations

- (a) You authorise Pier Two to exercise Attestation Rights and you assign such rights to Pier Two in order for Pier Two to:
 - (i) cause the automatic streaming of Net Rewards to you; and
 - (ii) cease the automatic streaming of Net Rewards to you,in accordance with these Terms.
- (b) You retain all voting rights that may attach or otherwise apply to Delegated Digital Assets which are not Attestation Rights.

5. Variations to Services

- (a) Supported Blockchains are independently operated and controlled by third parties, separate to Pier Two. Such Supported Blockchains may at any time and for any reason, modify their protocols, bond or unbond your Delegated Digital Assets, fork, or implement other actions or changes that may impact your Net Rewards, Delegated Digital Assets, the Services and/or your access and use to each of the foregoing (each, a "**Blockchain Event**").



- (b) We will use commercially reasonable efforts to mitigate the negative effects of any Blockchain Event which occurs, but we are not liable for any losses you incur or may incur due to or in connection with a Blockchain Event or any modification, bonding or unbonding, forking, or other change or action that a Supported Blockchain implements or otherwise makes.
- (c) We may modify, alter or otherwise change these Terms and/or the Services from time to time by adding, deleting, removing or otherwise modifying features or functionality of the Services and/or by ceasing support of any Digital Assets or Supported Blockchain (each, a “**Variation**”):
 - (i) in order to mitigate the effects of a Blockchain Event;
 - (ii) to improve our delivery of the Services;
 - (iii) comply with applicable regulations and/or laws, or
 - (iv) for any other reason or purpose.
- (d) You acknowledge that we may make a Variation, even where including where the Variation may have a negative impact on you, your Delegated Digital Assets or your access to a Supported Blockchain.
- (e) We will use reasonable endeavours to provide advance notice to you, of any Variations we intend to make, but you acknowledge that we may make any Variation immediately without advance notice to you where we consider that such Variation is commercially desirable to:
 - (i) mitigate the effects of a Blockchain Event;
 - (ii) improve our delivery of the Services; or
 - (iii) comply with applicable regulations and/or laws; or
 - (iv) respond to, mitigate or safeguard against a cyber security incident or threat.
- (f) To the greatest extent permitted by law, we are not liable for any loss or damage you incur including any loss of value of your Delegated Digital Assets or loss of Net Rewards, due to any Variation or Blockchain Event, except to the extent that any such loss or damage is directly caused by our negligence, fraud or misconduct.
- (g) Pier Two may give effect to a Variation by posting an updated version of these Terms on the Website or by otherwise notifying you of the Variation. The Variation will become effective at (as applicable) the time of posting the updated Terms or such other time as specified in the notice of the Variation. You may cease using the Services at your own election if you do not agree with the Variation.

6. Your obligations and responsibilities

- (a) You must comply and you must ensure that your Authorised Users comply, with KYC and KYB checks in accordance with relevant laws and the



Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth). You acknowledge that Pier Two will make enquiries in relation to and take any other action it considers necessary to comply with these laws.

- (b) You must be and you warrant that you are a wholesale client as defined in section 761G of the *Corporations Act 2001* (Cth) (“**Wholesale Client**”).
- (c) At all times you must:
 - (i) hold the minimum amount of Delegated Digital Assets the Supported Blockchain you elect to delegate those Digital Assets to, requires (if any);
 - (ii) hold a withdrawal key corresponding to the Delegated Digital Assets you have or that you wish to stake; and
 - (iii) keep your private keys, withdrawal keys, seed phrases, mnemonic phrases, and passwords secure and confidential.
- (d) You acknowledge that Pier Two does not hold, manage, or know your private keys, withdrawal keys, seed phrases, mnemonic phrases, passwords or any other information you use to access and use the Services, and that these remain in your full and sole control and responsibility.
- (e) You must:
 - (i) provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and
 - (ii) cooperate with us in all matters relating to the Services.
- (f) You acknowledge that all decisions, actions taken and operations conducted with or in connection with your Delegated Digital Assets are made solely by you and your Authorised Users, except to the extent that Pier Two exercises its rights and performs its obligations under these Terms, and you are solely responsible for all such decisions, actions and operations and all consequences, loss and damage that may arise from those decisions, actions and operations.
- (g) You must not and you must ensure that your Authorised Users do not:
 - (i) modify, translate, decompile, create any derivative work(s) of, copy, distribute, or disassemble the Services or any part thereof;
 - (ii) reverse engineer the Services or access or attempt to create or recreate the source code of the Services;
 - (iii) broadcast, transmit or publish the Services;
 - (iv) remove or alter any proprietary notices or labels from the Services;
 - (v) sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use the Services except to the extent expressly permitted under these Terms;



- (vi) modify, tamper with, adapt, replicate, translate or combine or merge any part of the Services with or into any other software or documentation; or
 - (vii) refer to or otherwise use the Services as part of any effort to develop software (including without limitation, any routine, script, code or program) having any functional attributes, visual expressions, or other features similar to or competitive with those of the Services;
 - (viii) grant or purport to grant any security interest in the Services; or
 - (ix) otherwise use the Services in any manner not expressly permitted by these Terms.
- (h) You must ensure that your Authorised Users are only persons who are either your employees, contractors or agents or clients and who you have expressly authorised to use the Services on your behalf.
- (i) You must not grant any access to your Account or the Services to any person who is not an Authorised User, and if a person ceases to be eligible to be an Authorised User you must immediately stop them from accessing your Account or using the Services.
- (j) You must:
- (i) immediately notify Pier Two of any known or suspected unauthorised use(s) of any of your passwords, private keys, withdrawal keys, seed phrases, mnemonic phrases or accounts, or any known or suspected breach of security including loss, theft, or unauthorised disclosure of your password, private keys, withdrawal keys, seed phrases, mnemonic phrases, credit card information, banking information or personal information;
 - (ii) ensure that your Authorised Users exit and properly log off from your Pier Two account at the end of each session using the Services.
- (k) Pier Two is not responsible for and will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with sub-clauses 6(h) or 6(i).
- (l) You must and you must procure that your Authorised Users comply with all end user terms and other applicable terms and agreements of any Third Party Service you and/or your Authorised Users access or use via the Services.
- (m) You must not and you must procure that each of your Authorised Users do not use the Services if:
- (i) you and/or they are under eighteen years of age;
 - (ii) your and/or your Authorised Users have previously had your or their right to use the Services previously terminated, unless Pier Two consents in writing to your and/or their continued use of the Services; and/or
 - (iii) you are not a Wholesale Client.



- (n) You must not use the Services if you are located in, or are a citizen or resident (tax or otherwise) of, any state, country or another jurisdiction where the use of the Services would be illegal or prohibited (including where Pier Two has in its sole discretion prohibited) or otherwise violate any applicable laws and regulations (“**Prohibited Jurisdiction**”).
- (o) Pier Two may implement controls to restrict access to the Services from any Prohibited Jurisdiction.
- (p) You represent and warrant that each of you and your Authorised Users will only access and use the Services from Australia or any other state, country or jurisdiction from which Pier Two permits access.
- (q) You are liable for, and are responsible for the payment of, any applicable taxes arising from any gain or income or other tax liability arising from your use of the Services. It is your responsibility to accurately report all taxation matters arising from your use of the Services. Pier Two does not provide any advice or guidance concerning your tax obligations or liability. Pier Two strongly encourages you to seek advice from your own tax advisor to discuss the potential tax consequences of the receipt of any Net Rewards or from the use of the Services.

7. Pier Two’s Rights and Obligations

- (a) Pier Two will use its best endeavours to comply with all applicable Australian laws, regulations, and regulatory guidelines, including but not limited to the *Corporations Act 2001 (Cth)*, the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*, and any applicable rules or requirements issued by the Australian Securities and Investments Commission.
- (b) Pier Two reserves the right to decline to provide you or any of your Authorised Users with the Services, for any reason.
- (c) Pier Two will effect the automatic streaming of Net Rewards accruing or otherwise earned on your Delegated Digital Assets via the Service from the Supported Blockchain to your nominated Digital Wallet. The frequency of such automatic streaming is dependant on and determined by, the relevant Supported Blockchain.
- (d) Pier Two is a corporate authorised representative of the Licensee, subject to the Authorisations. Under the *Corporations Act 2001 (Cth)*, the Licensee, as the holder of the relevant Australian Financial Services Licence, is responsible for the financial services provided by its authorised representatives. However, you acknowledge and agree that:
 - (i) your contractual relationship is with Pier Two;
 - (ii) all Services and communications are provided by Pier Two and not by the Licensee directly; and
 - (iii) the Licensee is not a party to these Terms and does not directly supervise, endorse, or guarantee the performance of any specific Service by Pier Two.



8. Fees and Payments

- (a) You must pay Pier Two the Service Fees.
- (b) Unless Pier Two specifies otherwise, the Service Fees are payable in the same Digital Asset on which your Net Rewards are calculated.
- (c) If the technology of a Supported Blockchain causes Services Fees to be paid direct to Pier Two's designated wallet address, then payment of the Service Fee in respect of the Net Rewards generated on that Supported Blockchain will be made by the Supported Blockchain deducting or otherwise separating out the Service Fees from the associated Net Rewards and streaming those Service Fees directly to Pier Two's designated wallet address.
- (d) If the technology of a Supported Blockchain does not cause Service Fees in respect of Net Rewards generated on that Supported Blockchain to be streamed directly to Pier Two's designated wallet address, then you must pay those Service Fees to Pier Two within 14 days of receipt of an invoice for the same (or within such other period as specified in writing by Pier Two), in the manner specified on that invoice.
- (e) Pier Two will send you an invoice at the end of the month, which specifies:
 - (i) Service Fees that have been paid direct to Pier Two during that month; and
 - (ii) Service Fees that have accrued and that are still outstanding for that month.
- (f) You must effect payment of any outstanding Service Fees by way of transferring the relevant Digital Assets or currency (as specified on the invoice) to the wallet or account details specified on the invoice.
- (g) Pier Two may change the Service Fees (including their quantum, manner of calculation and manner of payment) by providing thirty (30) days' written notice to you in advance.

9. License and Intellectual Property

9.1 Pier Twos grant of licence

- (a) Pier Two grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to access and use the Services for the purpose of delegating supported Digital Assets to our validator addresses to enable you to stake Digital Assets on a Supported Blockchain, on and subject to these Terms.
- (b) You may permit your Authorised Users (but no other person) to use the Services on your behalf and via your Account, on and subject to these Terms.
- (c) Subject to the rights granted to you in these Terms, Pier Two reserves all other rights, title and interest in the Pier Two Material and to the Services, including all Intellectual Property Rights in the Pier Two Material and the Services. You acknowledge no Intellectual Property Rights are granted to you



other than the usage rights for the Services that are expressly described in these Terms.

- (d) You must not use Pier Two's trade marks, logos, domain names or brands to promote you, your brand or your services (or in juxtaposition to them) except:
 - (i) in accordance with any license granted under these Terms; or
 - (ii) in any instance where Pier Two has otherwise authorized you to do so in writing.

9.2 Your grant of Licence

- (a) On and subject to the terms of these Terms, you grant us a limited, non-exclusive, irrevocable, transferable and sub-licensable right to use any data you provide to us, for the purpose of us providing the Services to you, and exercising our rights and performing our obligations under these Terms and at law.
- (b) Subject to the rights you grant to Pier Two in respect of your data, Pier Two acknowledges that you own all rights, title, and interest in and to all of the Intellectual Property in your data.

9.3 New Intellectual Property

Ownership, right and title to Intellectual Property that Pier Two creates at any time in the course of providing the Services to you, exercising its rights and performing its obligations under these Terms and at law, vests in and remains with Pier Two.

9.4 Our use of your information

- (a) Subject to the terms of Pier Two's privacy policy Pier Two and its related parties may retain and use, information collected about you and your Authorised Users during the course of your and/or their use of the Services.
- (b) Pier Two will not share information in respect of you and/or your activities in connection with the Services with any third parties unless Pier Two:
 - (i) has your consent; or
 - (ii) is permitted to do so under relevant Laws relating to privacy; or
 - (iii) must in Pier Two's opinion (acting reasonably) do so to comply with any applicable law, regulation or requirement of any authority; or
 - (iv) considers (acting reasonably) that it is commercially beneficial for it to provide such information to third parties to carry out tasks on Pier Two's behalf (for example, billing or data storage); or
 - (v) considers (acting reasonably) that it is necessary to do so in order for Pier Two to obtain legal, taxation, accounting or other professional advice in relation to these Terms and/or providing Services to you.
- (c) Pier Two must use reasonable endeavours to obtain agreement from recipients of information described in clause 9.4(b), that those recipients will



only hold and process such information only in accordance with Pier Two's instructions and in compliance with confidentiality and security measures.

- (d) You consent to the transfer of your personal information to a country outside of the country you reside in.

10. Termination

10.1 Termination by You

- (a) You may terminate the Licence at any time by giving at least 14 days' written notice to Pier Two that you wish to terminate the Licence.
- (b) You may terminate the Licence immediately by giving written notice to Pier Two, if:
 - (i) Pier Two commits a material breach of these Terms and fails to remedy that breach within 14 days after receipt of notice of that breach from you;
 - (ii) Pier Two commits a material breach of these Terms and that breach is not capable of remedy;
 - (iii) Pier Two suffers an Insolvency Event; or
 - (iv) it becomes illegal to continue to provide the Services or any part of them, or a law or regulatory authority requires Pier Two to cease providing the Services or any part of them.

10.2 Termination by Pier Two

- (a) Pier Two may terminate the Licence at any time by giving at least 30 days' written notice to you.
- (b) Pier Two may terminate the Licence immediately by giving written notice to you, if:
 - (i) you commit a material breach of these Terms and you fail to remedy that breach within 14 days after Pier Two gives notice of that breach to you;
 - (ii) you commit a material breach of these Terms and that breach is not capable of remedy;
 - (iii) you experience an Insolvency Event;
 - (iv) Pier Two considers (acting reasonably) that it has become or may become illegal to continue to offer or provide the Services or any part of them, or a law, regulation or regulatory authority requires the cessation of Pier Two's provision of the Services or any part of them;
 - (v) Pier Two considers that it would not be commercially feasible for it to continue to provide the Services in a way which complies with all



applicable laws, regulations or requirements from a regulatory authority;

- (vi) Pier Two considers that these Terms and/or the provision of Services to you or the use of the Services by you or any of your Authorised Users does or may contravene the AML/CTF Laws or any other applicable law or regulation; or
 - (vii) If Pier Two considers that the Services are, may or will be compromised or are under attack by malicious third parties.
- (c) Pier Two is not required to give you any reason for its termination of the Licence if Pier Two considers (acting reasonably) that it would be contrary to law to provide any reason or explanation.

10.3 Actions upon and consequences of termination

- (a) You must:
 - (i) as soon as possible after giving or receiving notice of termination of the Licence, withdraw all Delegated Digital Assets from the Services; and
 - (ii) use best endeavours to withdraw all Delegated Digital Assets from the Services by the Termination Date.
- (b) Subject to clause 10.3(c), on and from the Termination Date, Pier Two will:
 - (i) cease providing the Services to you;
 - (ii) close your Account; and
 - (iii) cease the automatic streaming of any Net Rewards to you.
- (c) Provided that Pier Two is not or it considers, acting reasonably, that it is not prohibited by any law, regulation or regulatory authority from doing so, Pier Two may continue to provide the Services to you after the Termination Date for the sole purpose of, and only to the extent that it is necessary to, enable you to facilitate your withdrawal of your Delegated Digital Assets from the Services.
- (d) Subject to the terms of the relevant Supported Blockchain:
 - (i) Net Rewards will cease to accrue on the date that withdrawal of your Delegated Digital Assets from that Supported Blockchain commences; and
 - (ii) payment of Net Rewards to you will cease after all accrued Net Rewards have streamed to you.
- (e) You are liable for and must continue to pay the Service Fees to Pier Two until whichever is the later of the Termination Date and the withdrawal of all of your Delegated Digital Assets from the Services.



- (f) Notwithstanding clause 10.3(c), Pier Two disclaims all responsibility and liability in respect of any Delegated Digital Assets not withdrawn by the Termination Date and you acknowledge that:
 - (i) Pier Two is unable to effect a withdrawal of your Delegated Digital Assets from the Services and that withdrawal is your sole responsibility;
 - (ii) Pier Two may refrain from providing any part of the Services to you after the Termination Date such that you are unable after that date to withdraw Delegated Digital Assets not withdrawn by that date; and
 - (iii) if you fail to withdraw your Delegated Digital Assets by the Termination Date, those Delegated Digital Assets may be:
 - (A) subject to Slashing Penalty Event, even after the Termination Date; or
 - (B) be forfeited or otherwise lost in full.
- (g) You acknowledge that:
 - (i) your withdrawal of Delegated Digital Assets from the Services may be subject to an unbonding period imposed by the applicable Supported Blockchain (if any); and
 - (ii) your obligations under these Terms continue to apply until the date that all of your Delegated Digital Assets have been withdrawn from the Services.
- (h) All rights and obligations accruing prior to termination survive termination.

11. Warranties

11.1 Warranties

- (a) You represent and warrant to Pier Two that:
 - (i) you have the full right, power and authority to enter into and perform its obligations under these Terms;
 - (ii) you have taken all necessary action to authorise the entering into, delivery and performance of these Terms;
 - (iii) at the date that you agree to these Terms, the agreement to and performance of these Terms by you does not contravene any contractual, legal, governmental consent or other obligations that apply to you;
 - (iv) your obligations under these Terms will be valid, binding and enforceable;
 - (v) no Insolvency Event has occurred or continues to occur in relation to you; and



- (vi) where you are a corporation, you are a corporation duly incorporated and validly existing under the law of the country or jurisdiction of your incorporation or registration.
- (b) Pier Two warrants to you that:
 - (i) it has the skills, resources and expertise to provide the Services in accordance with these Terms; and
 - (ii) it will provide the Services to you in accordance with these Terms.
- (c) Subject to these Terms, Pier Two warrants that the Services will in all material respects perform in accordance with their stated purpose.
- (d) Pier Two warrants that it holds all necessary authorisations under the Australian Financial Services Licence (AFSL No. 425925) held by the Licensee and which it is appointed as authorised representative (CAR Number 1307718) to provide the Services.

11.2 Limit of Warranties

- (a) To the fullest extent permitted by law, Pier Two and its Related Bodies Corporate and Personnel make no warranties or representations:
 - (i) in relation to the merchantability, and fitness for a particular purpose of the Services;
 - (ii) that validators and their infrastructure will:
 - (A) be available, accessible and functional twenty-four hours per day;
 - (B) function as designed, or
 - (C) satisfy all the requirements of the Supported Blockchains or other networks or other providers and/or environments;
 - (iii) that Rewards or Net Rewards will be ever generated;
 - (iv) in relation to the value or change in value of Digital Assets, Rewards and/or Net Rewards;
 - (v) in relation to the receipt, collection and distribution of Rewards and/or Net Rewards;
 - (vi) regarding verifications, confirmations and/or other consensus network methods or algorithms or other methods utilised by the Supported Blockchain or other networks, other providers, or any other third parties in connection with the Supported Blockchains or the Services;
 - (vii) regarding any errors or omissions in connection with Supported Blockchains or other networks, non-Pier Two infrastructure, receiving, collection, and/or distributions of Digital Assets, Rewards, transactional fees, or staking rewards.



- (b) The Services cannot be guaranteed to be error free and the existence of such errors will not constitute a breach of these Terms.

12. Limitation of Liability

- (a) Nothing in these Terms excludes, restricts or modifies any condition, warranty, right or liability implied in these Terms or protected by law to the extent that such exclusion, restriction or modification would render these Terms or any provision of these Terms void, illegal or unenforceable. Subject to that, any condition, warranty, right or liability which would otherwise be implied in these Terms or protected by law is excluded.
- (b) Nothing in this clause 12 limits or excludes Pier Two, its Related Bodies' Corporate or any of their Personnels' liability for any direct loss caused by any of their fraud or gross negligence.
- (c) To the fullest extent permitted by law and subject to sub-clauses 12(a), 12(b) and 12(d):
 - (i) Pier Two, its Related Bodies Corporate and any of their Personnel are not liable for any indirect, special, incidental, exemplary, punitive or consequential damages or any other indirect loss of any kind (including loss of revenue, income or profit, loss of use or data, loss of use, loss of production, loss of commercial opportunity, harm to reputation, loss of goodwill, loss of business, or loss for business interruption) arising out of or related to the use of the Services or these Terms; and
 - (ii) the aggregate liability of Pier Two, its Related Bodies Corporate and any of their Personnel for any loss arising out of or relating to these Terms or the Services is capped to an amount equal to the Service Fees received by Pier Two from you for the twelve (12) months immediately preceding the date of the incident which caused the loss.
- (d) Liability for breach of any applicable guarantee conferred by the Australian Consumer Law other than those conferred by ss 51–53 of that law, is (unless you establish that reliance on this sub-clause 11(g) would not be fair and reasonable in which case it will not apply), limited:
 - (i) in the case of goods, to any one of the following as determined by Pier Two:
 - (A) the replacement of the goods or the supply of equivalent goods; or
 - (B) the repair of the goods; or
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and
 - (ii) in the case of services, to any one of the following as determined by Pier Two:



- (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.
- (e) To the fullest extent permitted by law, you release Pier Two, and Pier Two's Related Bodies Corporate and all of their Personnel from all liability, claims, demands and loss arising out of or related to:
- (i) any matter between you and other users of the Services and the acts or omissions of any third parties; and
 - (ii) the interception, loss or alteration to or of, any information sent over the internet or the Supported Blockchain and/or to any information used to access your Digital Wallet(s) on the Supported Blockchain;

except to the extent that any such liability, claims, demands or loss is directly caused by Pier Two, Pier Two's Related Bodies Corporate or any of their Personnel's gross negligence or fraud.

13. Pier Two Does Not Provide Legal, Personal or Specific Financial, or Other Professional Advice

- (a) Our provision of the Services and/or any other information, data, or documents is not and must not be considered as being, financial product advice or any other kind of advice.
- (b) You represent and warrant that you have sought any legal, financial, or otherwise specialised advice that you require from an expert qualified to provide such counsel in respect of the Services, or else that you have sufficient knowledge and sophistication to evaluate the risks and merits associated with using our Services.

14. Slashing Coverage

- (a) Notwithstanding anything to the contrary in these Terms, if any Slashing Penalty for a Slashing Penalty Event is imposed on your Delegated Digital Assets directly and solely due to Pier Two's failure to comply with these Terms then Pier Two may in its sole and complete discretion, elect to cumulatively and in the aggregate across all your validators holding your Delegated Digital Assets, make a payment, or provide a service credit for the Slashing Penalties regarding a Slashing Penalty Event up to the Slashing Liability Limit.
- (b) For the purposes of clause 14(a) and subject to the Slashing Liability Limit:
 - (i) any payment made to you will be up to the total Service Fees paid by you in the aggregate to Pier Two for the Services, and will be made to you within 30 days of a Slashing Penalty Event; and
 - (ii) any remaining Slashing Penalties for a Slashing Penalty Event will be credited by way of a Service Fee free period until your Slashing Penalties are compensated.



- (c) Pier Two does not assume any obligation or liability with respect to Slashing Penalties or any related penalties, including where incurred based on your actions or inaction or the actions, systems, software, or service of any third party or any Supported Blockchain or network.

15. GST

- (a) A word or expression used in clause 15 which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) has the same meaning in this clause 15.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided in accordance with these Terms are exclusive of GST.
- (c) If GST is imposed on any supply made under these Terms, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with these Terms.
- (d) If these Terms requires a party to pay, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
 - (i) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense (net amount); and
 - (ii) if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply,

such that after the other party meets the GST liability, it retains the net amount.
- (e) If an adjustment event arises in respect of the supply, the additional amount must be adjusted to reflect the adjustment event and the recipient or the supplier (as the case may be) must make any payments necessary to reflect the adjustment. The relevant party must issue an adjustment note to the other party within 28 days of becoming aware of the adjustment.

16. General

16.1 Notice

- (a) Any notices to or by a party under these Terms must be in writing and given by the sender or an authorised representative of the sender.
- (b) Any notice may be given by delivery in person or by ordinary prepaid post or email address to the address of the recipient specified:
 - (i) In the case of Pier Two being the recipient, as follows:



(A) Postal Address: 1/32 Cordelia Street, South Brisbane, QLD, 4101 Australia.

(B) Email Address: legal@piertwo.com

or such other address that Pier Two advises you is its address for notices from time to time.

- (ii) In the case of you being the recipient, to the physical or email address specified in the contact details in your Account, or by Pier Two publishing the notice on the Website.
- (c) Any notice is effective for the purposes of these Terms upon delivery to the recipient:
- (i) in the case of hand delivery before 4:00pm local time on a Business Day, that Business Day;
 - (ii) in the case of hand delivery after 4:00pm local time on a Business Day, 9:00am on the next Business Day;
 - (iii) in the case of posting by ordinary prepaid post, 5 Business Days after posting;
 - (iv) in the case of email, immediately after sending provided that no delivery failure message (or the equivalent) is received by the sender; and
 - (v) in the case of Pier Two publishing a notice on its Website, the Business Day immediately after the date that notice was published.

16.2 Applicable Law and Venue

- (a) These Terms are governed by and construed under the law of the State of Queensland without giving effect to principles of conflicts of law.
- (b) Any legal action in relation to these Terms against any party or its property may be brought in any court of competent jurisdiction in the State of Queensland.
- (c) Each party irrevocably, generally and unconditionally submits to the exclusive jurisdiction of any court in the State of Queensland in relation to both itself and its property.

16.3 Disputes

- (a) The parties must attempt in good faith to resolve any dispute between them in connection with these Terms by negotiation.
- (b) If any dispute cannot be resolved by negotiation between the parties within 10 days of party advising (expressly or impliedly) the other party that a dispute exists then within the following 10 days the parties must seek to agree on the procedural rules and a timetable for resolving the dispute through mediation by a mediator agreed upon by the parties, or if the parties cannot agree, a mediator appointed by the Australian Disputes Centre or anybody which



replaces it. Each party will bear their own costs of mediation and pay one-half of the mediator's costs.

- (c) A party may not commence court proceedings or arbitration (other than an urgent interlocutory application) relating to any dispute arising from these Terms unless that party has complied with clauses 16.3(a) and 16.3(b).

16.4 Survival and Severability

Any portion of these Terms that by their context reasonably should survive the termination survives termination including all provisions relating to indemnities, representations, warranties and obligations and rights arising after termination. If any provision of these Terms are deemed illegal, invalid, or otherwise unenforceable for any reason, then that provision will be severed, and the rest of these Terms will remain intact and enforceable.

16.5 Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under these Terms constitutes a waiver of that right. Other than as expressly stated in these Terms, the remedies provided in these Terms are in addition to, and not exclusive of, any other remedies of a party under any law.

16.6 Entire Agreement

These Terms and, if any, the Services Agreement, represents the entire agreement between you and Pier Two, and they supersede any prior terms, agreement or communications between you and Pier Two.

16.7 Assignment

You cannot and cannot attempt to assign or novate your rights or obligations under these Terms without Pier Two's prior express written consent. You consent to Pier Two's assignment or novation of its rights and/or obligations under these Terms at any time.

16.8 Force Majeure

Pier Two's performance under these Terms shall be excused if the failure of such performance is caused by forces beyond its reasonable control. This includes (but is not limited to) acts of God, acts of any government, war or civil unrest, severe weather, fire, natural disasters, political embargoes, terrorism, power or equipment failure, industrial or labour disputes or controversies, acts or omissions of any third party, or Supported Blockchain or network failures.

16.9 How We Use Your Information and How to Contact Us

- (a) If you have any questions about these Terms, please contact us at admin@piertwo.com.
- (b) We will only use any personal information you provide to us to:
 - (i) provide the Services;
 - (ii) process your payment for the Services; and



- (iii) inform you about similar services that we provide, but you may stop receiving this information at any time by contacting us.
- (c) Further details of how we will process personal information are set out in our privacy policy <https://piertwo.com/privacy-policy/>

