

Dominant Energy Inc.

Terms of Use

Last Updated: 9/6/2023

Dominant Energy Inc. d/b/a Pelagus (“Pelagus,” “we,” “us,” or “our”) welcomes you. These terms of use (these “Terms of Use”) govern your access to our digital wallets (collectively, the “Pelagus Wallets” and each, a “Pelagus Wallet”) on decentralized blockchains, and related services that we offer in connection with your Pelagus Wallets.

By accessing and/or using any of the Pelagus Wallets, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Use and the terms and conditions of our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). We may update these Terms of Use from time to time, and if you access or use any of the Pelagus Wallets after such modified changes go into effect, you will be deemed to agree to the modified terms. If you do not agree to any of these terms, then you are not permitted to open or use the Pelagus Wallets.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

1. DESCRIPTION AND USE OF OUR WALLETS

We offer one Pelagus Wallet for use on any blockchain platform. The Pelagus Wallet will be referred to herein as the Pelagus Wallet.

Pelagus Wallet: You will be required to install a Pelagus Wallet browser extension that is currently available on Github or the Chrome Extension Store, and you will need a **Pelagus account**, in order to use and access your Pelagus Wallet.

The Pelagus Wallet is a non-interest-bearing account that allows you to hold, transfer, and manage your cryptocurrency. Pelagus does not require a minimum amount to open or maintain a Pelagus Wallet. Notwithstanding the foregoing, Pelagus may, in our own discretion and without your consent, impose limits on the transactions made with your Pelagus Wallet. Through your Pelagus Wallet, you will be able to create new accounts, import accounts from third-party networks, generate wallet addresses and associated private keys that you may use to send and receive cryptocurrency, and take advantage of other functions and services offered by Pelagus.

Pelagus is not a party to any agreement or transaction between you and any third-party. You are solely responsible for verifying the legitimacy, identity and authenticity of any cryptocurrency that you purchase and store in your Pelagus Wallet.

We are under no obligation to accept any individual as a user of a blockchain platform or Pelagus Wallet, and may accept or reject any account registration in our sole and complete discretion. In addition, we may, but are not required to, deactivate any account at any time, including, without limitation, if we determine that you have violated these Terms of Use.

2. ELIGIBILITY

Pelagus Wallets are available only for individuals aged 18 years or older. If you are under 18, please do not use the Pelagus Wallets. By access and/or using any of the Pelagus Wallets, you represent and warrant that you are at least 18.

3. USE OF PERSONAL INFORMATION

Your use of the Pelagus Wallets may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our [Privacy Policy](#), which is hereby incorporated by reference in its entirety.

4. ACCESSING YOUR PELAGUS WALLET

Your private key associated with your Pelagus Wallet address is generated by the Pelagus Extension, not a blockchain platform. Your Pelagus Wallet address, together with your private key, may be used to authorize the transfer of cryptocurrencies to and from any given blockchain. You are solely responsible for the retention and security of your private key and any secret phrase associated with your Pelagus Wallet. Failure to keep your Pelagus Wallet address and private key secure may result in the loss of control of digital assets associated with your Pelagus Wallet. You acknowledge and agree that we do not receive or store your Pelagus Wallet password, encrypted private key, unencrypted private key, or secret phrase associated with your Pelagus Wallet. We cannot generate a new password for your Pelagus Wallet if you fail to remember your original password. If you have not safely stored a backup of any wallet address and private key pairs maintained in your Pelagus Wallet, you accept and acknowledge that any digital assets you have associated with such Pelagus Wallet address may become inaccessible. Accordingly, Pelagus shall have no responsibility or liability whatsoever in the event you are unable to access your Pelagus Wallet for any reason including without limitation your failure to keep your Pelagus Wallet address or private key information secure. Notwithstanding anything to the contrary herein, you agree to immediately notify us of any unauthorized use of your private key or any other breach of security of your Pelagus Wallet.

5. CRYPTO TRANSACTIONS

In order to execute a cryptocurrency transaction, the transaction must be confirmed and recorded in the associated public blockchain. We have no control over the blockchain networks and, therefore, cannot and do not ensure that any transaction details that you submit via the Pelagus Wallets or a blockchain platform will be confirmed and processed. By using any of the Pelagus Wallets, you acknowledge and agree that: (i) we do not have the ability to cancel or otherwise modify any transaction; and (ii) the applicable blockchain network may fail to complete any transaction.

You understand that your Pelagus public address may be made publicly visible whenever you engage in a transaction on a given blockchain platform. We have no liability to you, or to any third party, for any claims or damages that may arise as a result of any payments or transactions that you engage in via a blockchain platform or using your Pelagus Wallets.

You own all rights, title, and interest in and to any cryptocurrency held in your Pelagus Wallets. You hereby represent and warrant to us that: (i) any cryptocurrency that you transfer into your Pelagus Wallets is owned by you at the time of transfer; and (ii) you are authorized to instruct us to carry out transactions relating to your Pelagus Wallets, and all transactions initiated with your Pelagus Wallets are for your own account (or, in the case of business accounts, for your business's account) and not on behalf of any other person or entity.

It is your responsibility to determine what, if any, taxes apply to the transactions that you have submitted to your Pelagus Wallets. Pelagus is not responsible for determining whether taxes apply to your transactions or for collecting, reporting, withholding, or remitting any taxes arising from any digital asset-related transactions.

6. COMMUNITY GUIDELINES

By accessing and/or using the Pelagus Wallet, you agree to comply with the following community guidelines (the "Community Guidelines"):

- You will comply with all applicable laws relating to your use of the Pelagus Wallet and will not use the Pelagus Wallet for any unlawful, deceptive, or fraudulent purpose;
- You will not access or use the Pelagus Wallet to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Pelagus Wallet through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or

passwords related to the Pelagus Wallet through hacking, password or data mining, or any other means;

- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Pelagus Wallet;
- You will not use any robot, spider, scraper, or other automated means to access the Pelagus Wallet for any purpose without our express written permission;
 - To the extent you utilize any robot, spider, scraper, or other automated means to access the Pelagus Wallet in violation of the foregoing, you hereby allow us to, with or without notice to you, employ any technical safeguards or other means to block such activities, including, without limitation, blocking your access to the Pelagus Wallet entirely.
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure; and
- You will not take any action that otherwise involves or results in the wrongful seizure or receipt of any digital assets, including purchase or sale of digital assets by illegal means.

We reserve the right, in our sole and absolute discretion, to deny you access to the Pelagus Wallet, for any reason with or without notice. We may, at our sole and absolute discretion, without notice or liability to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your Pelagus Wallet account.

7. INTELLECTUAL PROPERTY

We retain all right, title and interest and in and to (i) Pelagus and Pelagus Wallets (other than digital assets stored therein); (ii) all improvements and modifications to, and derivative works of, Pelagus Wallets; and (iii) all intellectual property rights relating to the foregoing. You do not obtain any rights to Pelagus Wallets, except for the limited right to access and use your Pelagus Wallet as expressly permitted herein and your ownership rights in and to the digital assets stored in your Pelagus Wallet.

The trademarks, service marks, and logos of Pelagus (the “Pelagus Trademarks”) are registered and unregistered trademarks or service marks of Pelagus. Nothing herein should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Pelagus Trademarks, without our prior written permission specific for each such use. Use of the Pelagus Trademarks as part of a link to or from any website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Pelagus Trademarks inures solely to our benefit.

Elements of Pelagus and the Pelagus Wallets are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors.

8. COMMUNICATIONS WITH US

Although we encourage you to e-mail us, we do not want you to, and you should not, e-mail us any content that contains confidential information. With respect to all e-mails and communications you send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to you.

9. DISCLAIMERS; LIMITATIONS OF LIABILITY

PELAGUS AND PELAGUS WALLETS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THEY WILL OPERATE ERROR-FREE, THAT PELAGUS, THE PELAGUS WALLETS, OR OUR SERVERS ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. WE HEREBY DISCLAIM ANY AND ALL WARRANTIES RELATING TO PELAGUS AND PELAGUS WALLETS, AND YOUR USE THEREOF, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT: (I) YOUR ACCESS TO OR USE OF PELAGUS AND PELAGUS WALLETS WILL MEET YOUR REQUIREMENTS; (II) YOUR ACCESS TO OR USE OF PELAGUS AND PELAGUS WALLETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR; (III) DATA PROVIDED THROUGH PELAGUS AND PELAGUS WALLETS WILL BE ACCURATE; (IV) PELAGUS AND PELAGUS WALLETS OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THEM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) ANY DATA THAT YOU DISCLOSE WHEN YOU USE PELAGUS OR PELAGUS WALLETS WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

PELAGUS AND PELAGUS WALLETS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL OR TECHNICAL ERRORS. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO PELAGUS AND PELAGUS WALLETS AT ANY TIME WITHOUT NOTICE.

PELAGUS PROVIDES A TECHNOLOGY PLATFORM THAT CONNECTS INDIVIDUALS AND/OR BUSINESSES WITH ONE ANOTHER, AND FACILITATES TRANSACTIONS BETWEEN THEM. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. WE DO NOT AND CANNOT CONTROL THE ACTIONS OR OMISSIONS OF ANY INDIVIDUAL OR BUSINESS. YOUR INTERACTIONS AND TRANSACTIONS WITH ANY INDIVIDUAL OR BUSINESS USING YOUR PELAGUS WALLETS ARE SOLELY BETWEEN YOU AND THAT INDIVIDUAL OR BUSINESS, AND WE ARE NOT A PARTY TO ANY SUCH INTERACTION OR TRANSACTION. WE HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY USER OF PELAGUS AND PELAGUS WALLETS, AND ALL LIABILITY IN CONNECTION WITH ALL INTERACTIONS OR TRANSACTIONS MADE BETWEEN ANY INDIVIDUALS OR BUSINESSES. IF YOU HAVE AN ISSUE WITH ANY INTERACTION OR TRANSACTION THAT YOU ENTERED INTO WITH ANOTHER INDIVIDUAL OR BUSINESS, YOU MUST ADDRESS THAT ISSUE DIRECTLY WITH THE OTHER INDIVIDUAL OR BUSINESS AND NOT WITH US – WE HAVE NO OBLIGATION TO ASSIST IN ANY OF THESE DISPUTES.

IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS, WE SHALL NOT BE LIABLE FOR (I) INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM THE ACCESS AND USE OF PELAGUS OR PELAGUS WALLETS, OR THE INABILITY TO ACCESS AND USE PELAGUS OR PELAGUS WALLETS, OR (II) DIRECT DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO ONE HUNDRED DOLLARS (\$100), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. ASSUMPTION OF THE RISK RELATING TO BLOCKCHAIN

YOU ACCEPT AND ACKNOWLEDGE THAT WE WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING ANY DECENTRALIZED NETWORK, HOWEVER CAUSED. UPGRADES TO ANY SUCH DECENTRALIZED NETWORK, OR A CHANGE IN HOW TRANSACTIONS ARE CONFIRMED ON SUCH DECENTRALIZED

NETWORK, MAY HAVE UNINTENDED, ADVERSE EFFECTS ON ALL BLOCKCHAINS USING SUCH DECENTRALIZED NETWORK.

WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF ANY DECENTRALIZED NETWORK, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE DECENTRALIZED NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF ANY DECENTRALIZED NETWORK, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR OTHER TRANSACTIONS; (II) SERVER FAILURE OR DATA LOSS; OR (III) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST ANY DECENTRALIZED NETWORK.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from (i) breach of any of your representations, warranties or other obligations under these Terms of Use; (ii) your misuse of Pelagus or Pelagus Wallets; (iii) your gross negligence or willful misconduct; and (iv) any transaction that you enter into with another user of Pelagus. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

12. COMPLIANCE WITH APPLICABLE LAWS

Pelagus is based in the United States. We make no claims concerning whether any content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access or use Pelagus Wallets from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

13. TERMINATION OF THE AGREEMENT

We reserve the right, in our sole discretion, to terminate these Terms or Use and/or restrict, suspend, or terminate your access to all or any part of Pelagus and Pelagus Wallets, at any time

and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of Pelagus Wallets at any time without prior notice or liability.

14. **BINDING ARBITRATION**

Subject to Section 16 below, in the event of a dispute arising under or relating to these Terms of Use (“Dispute”), such Dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT’S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. All applicable JAMS’ rules and procedures are available at the JAMS website www.jamsadr.com. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator’s award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in these Terms of Use will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

15. **CLASS ACTION WAIVER**

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for

any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

16. EQUITABLE RELIEF

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights or confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Use. We may, without waiving any other remedies under these Terms of Use, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of New York for purposes of any such action by us.

17. MISCELLANEOUS

These Terms of Use and any action related thereto will be governed by the laws of the State of New York without regard to its conflict of laws provisions. Proceedings commenced by us to protect our intellectual property or confidential information shall be brought in the state or federal courts located in the State of New York.

If the Agreement is terminated, such termination shall not affect the validity of the following provisions of this Agreement, which shall remain in full force and effect: “Communications with Us,” “Disclaimers; Limitations of Liability,” “Assumption of the Risk relating to Blockchain,” “Indemnification,” “Compliance with Applicable Laws,” “Termination of the Agreement,” and “Miscellaneous.”

Our failure to act on or enforce any provision of these Terms of Use shall not be construed as a waiver of that provision or any other provision in these Terms of Use. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by us and you in writing, these Terms of Use, together with our Privacy Policy constitutes the entire agreement between you and us, and supersedes all previous or contemporaneous agreements, whether written or oral, between you and us, with respect to the subject matter hereof. The section headings are provided merely for convenience and shall not be given any legal import. These Terms of Use will inure to the benefit of our successors, assigns, licensees, and sublicensees. These Terms of Use may be updated by us from time to time, with reasonable notice to you, including via transmission of such updated terms via electronic means.

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