

## Terms and Conditions

Please review the terms of service contained herein carefully. By clicking “I agree” or accessing and/or using any of the Services provided by Almanak AG you have read, understood, and accepted all of the following Terms, as well as all of the terms which are incorporated herein by reference. Please review the terms of service contained herein carefully. By clicking “I agree” or accessing and/or using any of the Services provided by Almanak AG, You have read, understood, and accepted all of the following Terms, as well as all of the terms which are incorporated herein by reference.

### 1. RIGHTS AND OBLIGATIONS

- a. The following terms of service (the “Terms”) constitute a binding agreement between you (“You”) and Almanak AG, a limited company registered under the laws of Switzerland, registered with the Register of Commerce under No. CHE-390.051.792 and with registered address at Kernerstrasse 17, 6060 Sarnen (“Almanak” or the “Company”), in connection with your use of the Service.
- b. These Terms also govern Your interaction with any websites, platform or application (“Platform & Apps”) owned or operated by Almanak and more generally Your use of any Almanak products or services (all together the “Services”).
- c. By accessing and/or using the Services, You have read, understood, and accepted all of the following Terms and agree to be legally bound by these Terms, in their most recent version. You further represent and warrant that: (i) You are of legal age to enter into a binding agreement; (ii) if You are not of legal age to enter into a binding agreement, You are above 16 (sixteen) years old and Your parents or legal guardians have provided consent; and (iii) if You represent a corporation, governmental organization or other legal entity, You have the right, power and authority to enter into these Terms on behalf of such corporation, governmental organization or other legal entity and to legally bind it to these Terms.
- d. Your access and/or use of the Services is contingent upon Your acceptance of these Terms.
- e. Almanak may amend these Terms at any time. Amendments will become effective immediately. If You do not agree to such modified terms, You should discontinue Your use of the Services.

### 2. USERS ELIGIBLE TO PARTICIPATE

- a. If You want to use certain Services, You will have to create an account, and You will also need access to an Internet connection and a cryptocurrency wallet.
- b. You agree that You will not disclose Your account to anyone and You will notify us immediately of any unauthorized use of Your account. You are responsible for all activities that occur under Your account, whether or not known to You.
- c. You may terminate Your account at any time. Upon termination of any Services or Your account, the following provisions of these Terms will survive: Intellectual Property, Content & Content Rights, Limit of Use & Prohibited Conduct, Data Protection, Termination, Limitation of Liability, Indemnification, Miscellaneous.
- d. Only persons of legal age or persons above 16 (sixteen) years old whose parents or legal guardians have provided consent to the use of the Services are allowed participation. With Your participation in a Service, You represent that You are of legal age and of legal capacity (or, if You are a minor, that You are above 16 (sixteen) years old and that a parent or legal guardian has provided consent). Almanak is entitled to request at any time a written proof of Your age or the written consent of a parent or

legal guardian. If You are a minor, as soon as You use the Service after You become of legal age, then all agreements in connection with You concluded before achieving legal age are deemed approved, provided that You do not revoke the approval toward Almanak within two weeks upon reaching legal age.

- e. To the extent permitted under applicable law, Almanak declines any responsibility regarding any activities conducted by a minor with or without the permission of a parent or legal guardian. If You are a parent or legal guardian and You give Your permission for Your child to register for one of the services, You thereby agree to the terms relating to use of the services by Your child.

### **3. INTELLECTUAL PROPERTY**

- a. You acknowledge and agree that the Services are the property of Almanak or its licensors and that they are protected under national and international law and particularly by copyright, trademark, and other laws. The unauthorized dissemination, copying, deletion or any other violation of intellectual property rights and copyrights of Almanak are punishable under both civil and criminal law.
- b. Subject to Your compliance with these Terms, Almanak grants You a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the Services. Except as expressly permitted in these Terms or under applicable law, You may not: (i) copy, modify, or create derivative works based on the Services; (ii) distribute, transfer, sublicense, lease, lend, or rent the Services to any third party; (iii) reverse engineer, decompile, or disassemble the Services; or (iv) make the functionality of the Services available to multiple users through any means. Almanak reserves all rights in and to the Services not expressly granted to You under these Terms.
- c. You acknowledge and agree that “Almanak” its trademark, service mark, logo and graphics are the registered trademarks or trademarks of Almanak.
- d. You are hereby granted the right to publish the results of simulations performed using the Services provided by Almanak on various platforms, including but not limited to social media, websites, and other public or private channels, under the condition that such publication does not harm or detract from the Company’s reputation, image, or business interests; does not contain any information that is false, misleading, or defamatory towards Almanak; does not include content that is illegal, contrary to public order, or in violation of applicable laws and regulations; and does not breach any confidentiality agreements, intellectual property rights, or other obligations agreed upon between the parties. Almanak reserves the right to request the immediate removal or correction of any published content that it deems harmful or contrary to these terms.

### **4. SERVICES**

- a. Almanak provides data intelligence tooling and custom-made analytics through its own proprietary agent based simulations’ platform. Through the use of the services, You will have the ability to perform custom simulations based on the input and requirements you provide.
- b. The results of the simulations (e.g. charts) allow users to make various analyses using the underlying machine learning models and technology developed by Almanak.
- c. By using the Services, You acknowledge and agree that all inputs and parameters required for initiating custom simulations are solely and exclusively determined by You. You agree to hold harmless and indemnify Almanak, its officers, shareholders,

employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of Your use of the Services.

#### **5. NO OFFER OR SOLICITATION – NO PERSONALIZED ADVICE OR RECOMMENDATION**

- a. The Services offered by Almanak should not be interpreted in any jurisdiction as an investment recommendation or advice; they do not constitute an offer, sale, or promotion of financial instruments, nor a solicitation to purchase, sell, or hold a financial instrument or investment strategy. Please note that Almanak is not a financial services provider as defined in Article 3, letter d) of the Swiss Financial Services Act ("FinSA").
- b. Any documentation that Almanak provides to the Client in relation to the Services is not a prospectus as defined in Articles 35 et seq. of the FinSA, nor a prospectus under other applicable laws.
- c. Almanak provides the Client with Services intended for informational and educational purposes. The Client acknowledges that the Services are subject to change and may be unreliable due to potential factors such as market conditions, regulatory developments, blockchain technology malfunctions, and other risks arising from the individual situation of the Client.
- d. All information acquired by the Client through the Services has been obtained from sources believed to be reliable; however, Almanak does not represent or warrant the accuracy, reliability, or completeness of such information, nor assumes any liability for decisions made by the Client based on such information, and no reliance should be placed on it.

#### **6. LIMITS OF USE & PROHIBITED CONDUCT**

- a. Almanak provides the services solely for use in accordance with these Terms. Automated use is prohibited. Only the official Platform and Apps provided by Almanak may be used to connect to the Services. You may not create, support, host, link or provide any other options, which can be used by another person to use the services.
- b. Almanak provides the opportunity to utilize the Services through APIs and SDKs. By using those, the Client confirms and agrees to be bound by these Terms.
- c. You are not entitled to use any means, mechanisms or software in connection with any service provided by Almanak which can disturb the function and the Services' process. You may not undertake any action, which can result in an unreasonable or excess load of the technical capacities of Almanak. In particular, You may not block, overwrite or modify the contents generated by Almanak without the prior written consent of Almanak.
- d. You may not add elements to the Services or to change, delete or modify in any other manner any service elements without the prior written consent of Almanak. In particular, You may not copy, remove or otherwise utilize any graphic elements or to try to decompile the source code of Services.
- e. You may not utilize any ancillary means, which maliciously modify the service score or the service process (specifically so-called "bots", "hacks", "change VPN" or

“cheats”) nor promote their use toward third parties. You may not intentionally use third party software or other applications nor program errors for Your own benefit.

- f. Further, You agree that in conjunction with Your use of the Services You will not make or finance any unlawful or inappropriate Content.
- g. You agree that in conjunction with Your use of the Services, You will maintain safe and appropriate contact with any third party, if any, and other people in the real world. You will not harass, threaten or otherwise violate the legal rights of others. If You have a dispute with any third party relating to Your use of Services, You release Almanak (and its officers, directors, agents, subsidiaries, joint ventures, and employees) from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- h. Although Almanak is not obligated to monitor access to or use of the Services or to review the payment executed to third parties, it may have the right or the duty to do so for the purpose of operating the Services, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. Almanak reserves the right to remove or disable access to any Services, at any time and without notice. Almanak may block any transaction it considers to be objectionable or in violation of these Terms. Almanak has the right to investigate violations of these Terms or conduct that affects the Services. Almanak may also consult and cooperate with law enforcement authorities to prosecute users and others who violate the law.
- i. Any attempt by You to disrupt or interfere with the Services, including without limitation undermining or manipulating the legitimate operation of any Platform and Apps, is a breach of these Terms and may be a breach or violation of criminal and civil laws.
- j. Almanak is entitled to take reasonable measures to prevent or curtail violations against this Section 7. In addition, in case of such violations, Almanak is entitled to block Your account.

## **7. SERVICE LIMITATIONS AND MODIFICATIONS**

- a. Almanak will make reasonable efforts to keep the Services operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, Almanak reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the Services, with or without notice, without liability to You, for any interruption, modification, or discontinuation of the Services or any function or feature thereof.

## **8. DATA PROTECTION**

- a. In order to provide You with the Services, You acknowledge and agree that Almanak may collect, store and process Your personal data and/or information. By accessing and/or using the Services, You have read, understood, and accepted the terms of Almanak’s Privacy Policy, and You acknowledge and agree that Almanak may use such data and/or information in accordance with the terms of its Privacy Policy.

## **9. TERMINATION**

- a. The agreements between user and Almanak (e.g. these Terms) are concluded for an unspecified time unless otherwise agreed in writing.
- b. Almanak may terminate these Terms or suspend Your access to the Services or account at any time, including, without limitation, in the event of Your alleged or actual misuse of the Services or breach of these Terms.

## 10. LIMITATION OF LIABILITY

- a. Under no circumstances shall Almanak, its partners, shareholders, employees, agents, directors, subsidiaries, suppliers, or business partners be liable for any loss or damage, including but not limited to any direct or indirect loss or damage arising out of or related to the Client's use of the Services, whether in relation to contractual or non-contractual actions, regardless of whether such damages were foreseeable and even if Almanak was advised of the possibility of such damages.
- b. In no event shall Almanak's liability arising out of or related to these T&Cs and/or the Services exceed the amount paid by You, if any, for the use of the Services.
- c. Notwithstanding the provisions of this section, Almanak assumes no responsibility and shall not be liable for any financial losses, profits, or other intangible property or other damages arising out of or related to the use of the Services, including, without limitation, the following cases: (i) service interruptions, malfunctions, or other technical failures of the Services; (ii) data loss; (iii) unavailability, inaccuracy, incompleteness, unreliability, non-update of the Services or of data, information, signals, insights, analyses, or other third-party content, services, or goods that may be linked to the Services; (iv) delays, errors, or interruptions in the transmission or delivery of the Service; (v) "hacking," tampering, or other unauthorized access or use; (vi) "phishing" or other websites impersonating Almanak; or (vii) loss of business or reputation. Furthermore, Almanak assumes no responsibility and shall not be liable for any financial losses or other damages arising out of or related to: (a) the content, accuracy, completeness, or otherwise of the content or any links or third-party content of the website and Service, with specific reference, by way of example, to the use of material published on the website, various links to all sites (including third-party ones), data, quotations, charts, and buy or sell signals; (b) any errors or omissions on the website; (c) the use or access to the website; (d) the inability to access or use the website for any reason.
- d. The Services do not predict or guarantee future results. If the Client chooses to invest, they do so with the awareness that all investment activities involve risks; the loss of capital is therefore possible. In particular, investing in cryptocurrencies and other digital assets involves a high degree of risk, including the possibility of not being able to recover the invested amount, and there is no guarantee that such activity will provide a positive performance at any time.
- e. The Client acknowledges and is aware that the Services are provided by Almanak for informational purposes only. Almanak expressly disclaims, to the maximum extent permitted by law, its liability for any investments, decisions, actions, or losses resulting from the Client's use of the Services, for which the Client will retain full responsibility.
- f. The Services provided by Almanak to the Client are offered "as is" and, to the maximum extent permitted by applicable law, Almanak excludes all conditions, terms, representations, and warranties, express or implied, regarding the Services, including: (i) merchantability or fitness for a particular purpose; (ii) non-infringement of laws; (iii) the information provided as part of the Services; (iv) any results derived from the Services. Moreover, Almanak excludes any condition, express or implied warranty, term, representation regarding the correctness, quality, completeness, update accuracy, reliability, security, performance, completeness, timeliness, or continuous availability of the Services and/or the information related to them.

Furthermore, although the Services are in continuous testing and improvement, Almanak cannot guarantee that there will be no errors in connection with them.

- g. The Services may support or be integrated with third-party services or information; Almanak assumes no responsibility for any third-party services or information and shall not be liable for any losses or damages caused by such third-party services or information.
- h. The above limitations of liability shall not apply where Almanak, or an employee of Almanak, has caused damage with intent or gross negligence.

## **11. INDEMNIFICATION**

- a. To the fullest extent permitted under applicable laws, You agree to hold harmless and indemnify Almanak, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors from and against all third party claims and all liabilities, damages, assessments, losses, costs, or expenses (including reasonable attorney fees) resulting from or arising out of: (i) Your alleged or actual breach of these Terms, including, without limitation, Your express representations and warranties; (ii) Your alleged or actual use or misuse of the Services; and (iii) Your alleged or actual infringement or violation of any laws or of the rights of a third party.

## **12. MISCELLANEOUS**

### **a. ENTIRE AGREEMENT**

These Terms constitute all the terms and conditions agreed upon between You and Almanak and supersede any prior agreements in relation to the subject matter of these Terms, whether written or oral.

### **b. SEVERABILITY AND WAIVER**

Unless as otherwise stated in these Terms, should any provision of these Terms be held totally or partially invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of these Terms, and the application of that provision shall be enforced to the extent permitted by applicable laws. The failure of Almanak to exercise or enforce any of the rights or provisions of these Terms shall not be considered as a waiver of Almanak's rights to do so.

### **c. ASSIGNMENT**

Almanak may assign these Terms and/or delegate any of its obligations hereunder, in whole or in part. You may not assign these Terms or any part of them, nor transfer or sub-license Your rights under these Terms to any third party.

### **d. NO PARTNERSHIP**

Nothing contained in this Agreement shall be deemed or construed to create a principal and agent, partnership or joint venture relationship between You and Almanak.

### **e. FORCE MAJEURE**

Almanak will not be deemed in default of these Terms to the extent that performance of its obligations is delayed or prevented by reason of any external force including, without limitation, war, insurrections, bank failures, strikes, fires,

floods, earthquakes, labor disputes, epidemics, governmental regulations, freight embargoes, natural disaster, act of government or any other cause beyond Almanak's reasonable control.

**f. GOVERNING LAW AND JURISDICTION**

These Terms are subject to and governed by Swiss law to the exclusion of Swiss international private law and any international treaties. All disputes arising from or under these Terms shall be subject to the exclusive jurisdiction of the competent courts of Lugano, Switzerland.

# Privacy Policy

**Effective Date:** 13th of August 2024

## 1. Introduction

Almanak AG ("we", "us", "our") is dedicated to protecting our company's interests while complying with applicable laws. This Privacy Policy explains how we collect, use, and manage your data when you use our services. By using our website and services, you agree to this Privacy Policy in its entirety.

## 2. Data Controller

Almanak AG, registered at Kernserstrasse 17, 6060 Sarnen, Switzerland, is the data controller for any personal data collected. Any inquiries related to data privacy should be directed to [privacy@almanak.co](mailto:privacy@almanak.co).

## 3. Information We Collect

We may collect the following types of information:

- **Personal Data:** Includes information you provide voluntarily, such as your name, cryptocurrency wallet, email address, and any other information necessary for our services.
- **Usage Data:** Includes information automatically collected when you interact with our services, such as IP addresses, browser types, and device information.
- **Cookies and Tracking Technologies:** We use these to enhance user experience, improve our services, and collect additional usage data.

## 4. How We Use Your Data

Your data may be used for the following purposes:

- **Service Provision:** To provide and maintain our services as required by you.
- **Improvement and Optimization:** To improve the efficiency and effectiveness of our services.
- **Communication:** To contact you regarding updates, maintenance, or relevant administrative information.
- **Legal Compliance:** To fulfill legal obligations and protect our interests in legal contexts.

## 5. Legal Basis for Processing

We process your personal data based on the following justifications:

- **Consent:** Where necessary, we rely on your consent, which you may withdraw at any time by contacting us at [privacy@almanak.co](mailto:privacy@almanak.co)
- **Contractual Necessity:** Data is processed to fulfill contractual obligations or to take steps at your request before entering into a contract.
- **Legitimate Interests:** Processing is necessary to protect our legitimate business interests, provided these interests are not overridden by your fundamental rights.
- **Legal Obligation:** Data processing may be required to comply with Swiss law or other applicable regulations.

## 6. Data Sharing and Disclosure

We limit the sharing of your personal data as much as possible:

- **Service Providers:** We may share data with third-party service providers who assist us, subject to strict confidentiality requirements.
- **Legal Requirements:** We may disclose data if required by law, or to protect our legal rights.
- **Business Transfers:** In the event of a corporate transaction such as a merger or sale, your data may be transferred as part of the assets.

## 7. Data Retention

We retain your personal data only as long as necessary to fulfill the purposes outlined in this Privacy Policy or as required by law. After this period, we will securely delete or anonymize your data. We disclaim any liability for data retention beyond legal obligations.

## 8. Data Security

While we implement reasonable security measures, we cannot guarantee the absolute security of your data. You acknowledge that the transmission of information over the internet inherently involves certain risks, and we are not responsible for any security incidents beyond our reasonable control.

## 9. International Data Transfers

Your data may be transferred to and processed in countries outside Switzerland, including those with different data protection standards. We take necessary steps to ensure appropriate safeguards are in place, but we disclaim any liability for data transferred outside Switzerland except as required by law.

## 10. Your Rights

You have the following rights concerning your personal data, subject to limitations under Swiss law:

- **Access:** You may request access to your personal data. However, we reserve the right to limit access where legally permissible.
- **Rectification:** You may request corrections to inaccurate data.
- **Erasure:** You may request the deletion of your data, subject to our legal obligations.
- **Restriction of Processing:** You may request limitations on the processing of your data under certain circumstances.
- **Data Portability:** You may request that your data be transferred to another controller, where technically feasible.
- **Objection:** You may object to processing based on legitimate interests, but we reserve the right to continue processing where legally justified.
- **Withdraw Consent:** You may withdraw consent where processing is based on it, though this will not affect the legality of prior processing.

To exercise these rights, contact us at [privacy@almanak.co](mailto:privacy@almanak.co). We will respond in accordance with legal requirements but disclaim liability for any limitations imposed by law.

## **11. Children's Privacy**

Our services are not intended for individuals under 16 years of age. We do not knowingly collect data from children. Should we become aware of such data, we will take steps to delete it. We disclaim any liability for data collected from minors without our knowledge.

## **12. Third-Party Links**

Our website may include links to external websites. We are not responsible for the privacy practices or content of such websites. Users are encouraged to review the privacy policies of these third-party sites.

## **13. Changes to This Privacy Policy**

We reserve the right to update this Privacy Policy at our discretion. Changes will be effective upon posting to our website. Your continued use of our services following any updates constitutes acceptance of those changes.

## **14. Limitation of Liability**

To the maximum extent permitted by law, Almanak AG disclaims all liability for any direct, indirect, incidental, consequential, or punitive damages arising from your use of our services or from any breach of this Privacy Policy. This limitation of liability applies to all claims, whether based in contract, tort, negligence, strict liability, or any other legal theory.

## **15. Contact Us**

For any questions or concerns regarding this Privacy Policy, please contact:

**Almanak AG**

Kernserstrasse 17,

6060 Sarnen, Switzerland

Email: [privacy@almanak.co](mailto:privacy@almanak.co)