

PONDORA

TERMS OF USE

Last Updated: November 20, 2025

1. INTRODUCTION AND ACCEPTANCE OF TERMS

These Terms of Use (“**Terms**”) govern your access to and use of the decentralized application known as Pondora (the “**dApp**”), which is made available and governed by Pondora DAO LLC, a decentralized autonomous organization organized under the laws of the Republic of the Marshall Islands (“**Pondora DAO**”, “**the DAO**”, “**we**”, “**our**”, or “**us**”).

The dApp provides a non-custodial interface for interacting with various decentralized financial protocols (“**DeFi Protocols**”), which may include, without limitation, decentralized exchanges (DEXs), lending markets, aggregators, and other blockchain-based financial applications.

By accessing or using any part of the dApp—including but not limited to visiting the website at <https://pondora.org>, connecting a wallet, or interacting with any smart contracts or interfaces—you (“**you**” or “**User**”) represent that you have read, understood, and agree to be legally bound by these Terms. If you do not agree to these Terms, you must not access, use, or interact with the dApp in any way.

Pondora DAO may update or modify these Terms from time to time. Any such changes will be effective upon publication at <https://pondora.org>, and your continued use of the dApp after any update constitutes your acceptance of the revised Terms. You are responsible for reviewing the Terms periodically.

The dApp is provided on an “as-is” and “as-available” basis. Pondora DAO does not act as a custodian, broker-dealer, financial

advisor, or fiduciary. Your use of the dApp is entirely voluntary and at your own risk.

2. ELIGIBILITY AND USER REPRESENTATIONS

By accessing or using the Pondora platform, you represent and warrant that:

- You are at least 18 years old or the age of legal majority in your jurisdiction, whichever is greater.
- You have the full legal capacity and authority to enter into these Terms and to use the platform.
- You are not accessing the platform from, or on behalf of, any jurisdiction where such access is prohibited by applicable law, including but not limited to jurisdictions subject to sanctions or embargoes imposed by the United Nations, the United States (including OFAC-sanctioned regions), the European Union, or other relevant authorities.
- You are not listed on any government or international sanctions or watchlist, including but not limited to the U.S. Department of Treasury's Specially Designated Nationals (SDN) list.
- You will comply with all applicable laws and regulations in connection with your use of the platform.
- You are not using the platform for any unlawful purpose or to facilitate any illegal activity, including but not limited to money laundering, terrorist financing, fraud, or market manipulation.

The platform is intended for use by persons who are legally permitted to access decentralized financial applications. You are solely responsible for ensuring that your use of the platform is compliant with all applicable laws and regulations in your jurisdiction.

3. NON-CUSTODIAL NATURE AND ASSUMPTION OF RISK

Pondora is a non-custodial platform that enables users to interact directly with decentralized financial protocols through their own self-custodied wallets. At no time does Pondora DAO LLC or any affiliated party have custody or control over your digital assets, private keys, or wallet credentials.

You acknowledge and agree that:

- You are solely responsible for the security and management of your wallet and private keys.
- The DAO does not collect or store any personal identifiers, wallet credentials, or access information.
- Interactions with smart contracts through the platform are executed directly between you and the relevant protocol, without intermediary control.
- Once submitted to the blockchain, transactions are generally irreversible, and the DAO has no ability to modify, cancel, or refund any transaction.
- You are solely responsible for verifying the suitability, accuracy, and safety of any protocols, interfaces, or assets you interact with via the platform.

By using the platform, you acknowledge the inherent risks of decentralized technologies, including but not limited to:

- Smart contract vulnerabilities,
- Loss of funds due to user error,
- Blockchain network congestion or failure,
- Regulatory changes that may affect your access or legal status,
- Price volatility of tokens and assets,
- Potential exploitation by malicious actors.

Certain off-chain components of the platform may, during its early stages of operation, be maintained or facilitated by designated service providers or infrastructure operators appointed by Pondora DAO. These entities may operate relayers, indexers, or other off-chain systems that assist with transaction

routing, execution, or batching. These service providers do not hold custody of user assets and cannot access user funds. All transactions must be explicitly authorized by the user, and ownership of assets is governed exclusively by blockchain-based smart contracts. These services are facilitative in nature and do not alter the platform's non-custodial design.

4. NO FINANCIAL, LEGAL, OR INVESTMENT ADVICE

The Pondora platform is a neutral interface that allows users to access and interact with decentralized financial protocols. Nothing on the platform, in its documentation, communications, or user interface, constitutes or should be construed as financial, investment, legal, or tax advice.

You acknowledge and agree that:

- Pondora DAO LLC is not a financial institution, broker-dealer, investment advisor, fiduciary, or tax advisor, and does not provide any such services.
- The inclusion of any protocol, token, market, or feature on the platform does not constitute an endorsement, recommendation, or guarantee of its safety, legality, suitability, or performance.
- All interactions with the platform and underlying protocols are initiated solely at your discretion and are your own responsibility.
- You are solely responsible for evaluating and understanding the risks associated with any interaction, transaction, or investment you undertake using the platform.
- You should consult independent professional advisors before making any financial, legal, or tax decisions related to your use of the platform.

Your use of Pondora does not create any advisory, fiduciary, agency, or professional relationship between you and the DAO or any contributor, delegate, or service provider.

5. USER RESPONSIBILITIES AND CONDUCT

By using the Pondora platform, you agree to use it lawfully, responsibly, and in accordance with these Terms. You are solely responsible for your actions, decisions, and any consequences arising from your interactions with the platform and associated smart contracts.

You agree that you will not, and will not attempt to:

- Violate any applicable law, regulation, or rule, including laws relating to anti-money laundering (AML), counter-terrorism financing (CTF), or sanctions compliance.
- Use the platform to engage in, support, or promote any illegal activity, including fraud, market manipulation, or the financing of unlawful conduct.
- Access or use the platform if you are a person or entity subject to sanctions or located in a jurisdiction where access to decentralized financial tools is prohibited.
- Interfere with, disrupt, or misuse any part of the platform, including attempting to bypass security measures, exploit vulnerabilities, or engage in unauthorized use of automated scripts or bots.
- Impersonate any person or entity or misrepresent your affiliation with any organization.
- Engage in behavior that causes harm, degrades the performance of the platform, or infringes on the rights of others.

You are responsible for:

- Maintaining the confidentiality and security of your wallet credentials and private keys.
- Verifying the correctness of all information and transactions before signing or submitting them on-chain.
- Bearing all risks associated with the use of the platform, including the risk of loss, error, or delay in transactions.

Pondora DAO does not provide user support or transaction reversal capabilities, and no one associated with the DAO has the ability to access or recover lost funds.

6. THIRD-PARTY PROTOCOLS AND EXTERNAL CONTENT

Certain features of the Pondora platform may involve interactions with third-party smart contracts, protocols, dApps, or services that are not developed, audited, or controlled by Pondora DAO LLC. These may include, but are not limited to, decentralized exchanges, lending protocols, aggregators, token bridges, price oracles, or other blockchain-based infrastructure.

Additionally, some platform features may display, incorporate, or rely on data derived from third-party sources, including off-chain APIs or public blockchain data, to present price feeds, token metadata, or other protocol information.

By using these features, you acknowledge and agree that:

- Pondora DAO does not endorse, guarantee, or assume responsibility for the accuracy, safety, reliability, legality, or performance of any third-party protocol, smart contract, or data source.
- Your use of third-party services or contracts via the platform is at your own risk, and it is your responsibility to evaluate the security, functionality, and appropriateness of any protocol or asset before interacting with it.
- Any transaction you authorize remains entirely under your control, and is executed only when signed by your own wallet—unless you have granted a prior authorization as described below.
- Pondora DAO has no ability to audit, modify, or intervene in external contracts, and cannot be held liable for any loss or damage arising from their use.

Certain features of the platform may allow users to pre-authorize transactions or instructions, which may then be executed by third parties or automated systems if specific on-chain or off-chain conditions are met. In such cases, transactions may be broadcast to the blockchain without the user signing them at the time of execution, but only if the user has explicitly and verifiably authorized the action in advance. This design enables delegation and automation while maintaining a non-custodial architecture.

You remain solely responsible for any authorizations you grant, including potential execution by third parties. Pondora DAO assumes no responsibility for the timing, reliability, or outcomes of transactions executed by others on the basis of your prior authorization.

7. FEES AND PAYMENTS

The use of certain features on the Pondora platform may incur fees, which may be paid to one or more of the following:

- On-chain protocols (e.g. decentralized exchanges, lending markets),
- Third-party service providers (e.g. relayers, routers, automation agents), or
- Pondora DAO, a non-profit decentralized autonomous organization, for the purpose of sustaining the protocol and supporting its operations.

These fees may be:

- Explicit, such as service or relayer fees added to a transaction,
- Implicit, such as protocol-level slippage or spreads on routed trades, or
- Network-based, including standard Cardano transaction fees required by the blockchain to process transactions.

By interacting with the platform, you acknowledge and agree that:

- Fees may be automatically deducted from your transaction or output amounts by the relevant smart contracts.
- Pondora DAO does not guarantee that all fees are disclosed in advance, though the platform may provide fee estimates or summaries where feasible.
- You are solely responsible for understanding the total cost of any transaction, including Cardano network fees and any additional protocol or relayer charges.

- The DAO does not collect or hold user funds. All fee processing is handled on-chain via smart contracts or through delegated third-party services as permitted by DAO governance.

As a non-profit entity, any fees directed to Pondora DAO are used solely for the continued development, security, maintenance, and public benefit of the Pondora ecosystem, in alignment with its stated mission and governing framework.

8. PROTOCOL INCENTIVES AND MARKET PARTICIPATION

The Pondora platform may offer smart contract-based mechanisms that allow users to earn incentives in connection with active participation in protocol operations—such as market making, liquidity provision, or execution of authorized transactions. These incentives may be funded, in whole or in part, from fees generated through platform activity or third-party integrations.

To participate, users may be required to stake certain tokens, meet technical criteria, or operate within parameters established by governance. Staking alone does not guarantee any entitlement to rewards; incentives are distributed based on verified on-chain activity and contribution to protocol functionality.

These incentive mechanisms are intended to reward meaningful participation in the protocol ecosystem, not to offer passive income or investment returns. The structure, distribution rules, and eligibility requirements for such rewards are governed by smart contracts and may be modified by DAO governance.

Until governance is formally activated, parameters for incentive mechanisms may be determined and maintained by a designated administrative representative acting on behalf of Pondora DAO LLC. These responsibilities are temporary and intended to ensure operational continuity during the platform's initial phase prior to the public distribution of governance tokens.

Pondora DAO does not issue securities or investment products, and no entity associated with the platform makes any representations regarding the profitability, duration, or risk profile of participating in any incentive program.

Users are solely responsible for understanding the terms, technical requirements, and tax implications of participating in any protocol incentive mechanism.

9. INTELLECTUAL PROPERTY

The Pondora platform, including its visual design, website content, branding, and associated materials, is the property of Pondora DAO LLC or its contributors, and is protected by applicable intellectual property laws. All rights not expressly granted are reserved.

Unless explicitly stated otherwise, the following applies:

- The user interface, design elements, and branding of the platform (including but not limited to logos, icons, layout, and documentation) are protected intellectual property and may not be copied, modified, or reproduced without the DAO's prior written consent.
- The underlying smart contracts may be made available under open-source licenses, subject to their own terms. Use of such code does not grant any license to the Pondora brand or its trademarks.
- Any third-party names, logos, protocols, or tokens displayed on the platform remain the intellectual property of their respective owners and are used solely for informational or interoperability purposes.

You may not:

- Use Pondora's trademarks or branding for commercial purposes without written authorization from the DAO.
- Frame, scrape, or mirror the platform's user interface or visual components for unauthorized use.

- Falsely represent yourself as affiliated with Pondora DAO or the platform.

Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, and revocable license to use the platform solely for its intended purpose.

10. TradingView Charting Library

Pondora uses the TradingView Charting Library (“TV Library”). The TV Library and all associated data, content, design elements, and intellectual property are owned solely by TradingView, Inc. Users may not:

- copy, modify, translate, reverse engineer, decompile, extract, scrape, or redistribute any portion of the TV Library or its output;
- use the TV Library or any data displayed within it outside of the Pondora website or application;
- access the TV Library for the purpose of dataset creation, model training, analytics, or any commercial reuse;
- export, download, or otherwise make available any portion of the TV Library or its data to any third party.

Users acknowledge that the TV Library is provided under a restricted license and may only be used as presented within the Pondora interface. No rights are granted to users beyond simple on-screen viewing.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Pondora DAO LLC, its contributors, developers, delegates, service providers, and affiliates shall not be liable to you or any third party for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages of any kind, including but not limited to:

- Loss of funds, profits, revenue, data, or opportunities;

- Loss of access to assets due to wallet mismanagement or user error;
- Errors, bugs, hacks, exploits, or vulnerabilities in the platform or underlying protocols;
- Delays, failures, or disruptions in the operation of any blockchain, smart contract, or off-chain system;
- Regulatory or legal changes affecting the use or legality of the platform or any associated assets.

This limitation applies regardless of the theory of liability—whether in contract, tort, negligence, strict liability, warranty, or otherwise—and even if the DAO has been advised of the possibility of such damages.

All interactions with the platform are at your own risk. You agree that your sole and exclusive remedy for dissatisfaction with the platform is to discontinue use.

The platform is offered on a non-custodial, permissionless, and “as-is” basis, and no guarantees are made as to functionality, uptime, accuracy, or outcomes. You bear full responsibility for safeguarding your assets and verifying the safety and appropriateness of any smart contract or protocol you engage with.

In no event shall Pondora DAO’s total liability to you for all claims arising out of or relating to these Terms or the use of the platform exceed one hundred U.S. dollars (USD \$100).

12. NO WARRANTIES

The Pondora platform is provided on a strictly “as-is” and “as-available” basis, without warranties of any kind—express, implied, or statutory.

To the fullest extent permitted by law, Pondora DAO LLC and its contributors disclaim all warranties, express or implied, including but not limited to:

- Warranties of merchantability, fitness for a particular purpose, and non-infringement;
- Warranties relating to the performance, functionality, or security of the platform or any third-party protocol it interacts with;
- Warranties that the platform will be uninterrupted, timely, accurate, or error-free, or that any defects will be corrected;
- Warranties regarding the value, stability, legality, or safety of any token, protocol, or transaction accessed via the platform.

You acknowledge that:

- Use of the platform involves significant risk, including but not limited to smart contract vulnerabilities, fluctuating network fees, and regulatory uncertainty.
- The DAO does not control or guarantee the behavior of any blockchain, validator set, or external protocol.
- You are solely responsible for verifying the accuracy and suitability of any data, transaction, or smart contract interaction.
- No oral or written information provided by Pondora DAO or any community member shall create any warranty unless expressly stated in these Terms.

13. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms, and any disputes or claims arising out of or relating to your use of the Pondora platform, shall be governed by and construed in accordance with the laws of the Republic of the Marshall Islands, without regard to conflict of law principles.

You agree that:

- To the extent permitted by applicable law, any dispute, claim, or controversy between you and Pondora DAO LLC shall

be resolved through informal discussion and good-faith negotiation.

- If resolution cannot be achieved informally, and if permitted by law, such dispute shall be resolved through binding arbitration administered by a recognized arbitration institution selected by the DAO, under its applicable rules.
- You waive any right to a trial by jury or to participate in a class action against Pondora DAO LLC, its contributors, or affiliates.
- You agree to bring any claim in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Nothing in this section shall limit the DAO's right to seek injunctive or equitable relief in any jurisdiction where such relief is deemed necessary to protect its rights or enforce these Terms.

14. TERMINATION AND SURVIVAL

Your rights under these Terms automatically terminate if you breach any material provision, misuse the platform, or violate applicable laws in connection with your use of the Pondora platform.

Pondora DAO LLC reserves the right—without obligation—to restrict, disable, or revoke access to the platform or specific features at its sole discretion, including in response to threats to platform integrity, DAO governance decisions, or legal obligations. However, given the decentralized and permissionless nature of the platform, technical enforcement of such restrictions may be limited, and users are expected to comply voluntarily with these Terms.

You acknowledge that, even if access to the official user interface is disabled or removed, the underlying smart contracts may remain publicly accessible and usable via other tools, wallets, or interfaces, depending on the design of the blockchain

and the protocols involved. Termination of access to the front-end does not revoke or interfere with on-chain permissions you have previously granted or transactions you have authorized.

Upon termination of your use of the platform, for any reason:

- Your obligations under these Terms continue with respect to any prior actions, authorizations, or liabilities;
- You are no longer permitted to interact with the platform through its official user interface;
- Any remaining rights you have to access Pondora's smart contracts remain subject to the protocol's code and on-chain rules.

The following sections will survive termination:

Sections 3 (**Assumption of Risk**), 4 (**No Financial Advice**), 6 (**Third-Party Protocols**), 7 (**Fees**), 8 (**Incentives**), 9 (**Intellectual Property**), 10 (**Limitation of Liability**), 11 (**No Warranties**), 12 (**Governing Law**), and this Section 13 (**Termination and Survival**).

15. CONTACT AND NOTICES

For questions, notices, or other communications regarding these Terms or the Pondora platform, you may contact Pondora DAO LLC through the following channel:

1. Email (temporary administrative contact)

- contact@pondora.org
- This email is maintained on behalf of Pondora DAO LLC by a designated administrative representative. Messages sent by email do not create any obligation for individual response and are deemed received only upon written acknowledgment.

Until formal governance mechanisms are established, Pondora DAO LLC is administered by a representative acting on its behalf for the limited purpose of maintaining operations, deploying protocol upgrades, and managing initial configuration of smart contracts and interfaces. This administrative role is temporary and will be

superseded by decentralized governance following the public distribution of the governance token.

When on-chain governance becomes active, relevant contact, proposal, and participation mechanisms will be published at <https://pondora.org> or another official DAO-designated channel.

16. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and Pondora DAO LLC regarding your access to and use of the platform. They supersede any prior or contemporaneous agreements, communications, or understandings, whether oral or written, relating to the subject matter herein.

No oral or written information or advice provided by any contributor, representative, or community member shall modify these Terms unless expressly incorporated into a formally adopted amendment by Pondora DAO LLC.

17. SEVERABILITY

If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.