

RealFi
Terms of Service
Last Revised: 06/12/2026

These Terms of Service (these "Terms") explain the terms and conditions by which you may access and use our website, www.realfi.co (the "Website"), operated by or on behalf of RealFi, inclusive of its affiliates, the "Company", "we" or "us"), our App (as defined below), and any other Services provided by the Company, including any related content, tools, documentation, features and functionality (collectively, the "Services").

These Terms govern your access to and use of the Services. Please read these Terms carefully, as they include important information about your legal rights. By accessing or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, "you" and "your" means you as the user of the Services. If you use the Services on behalf of a company or other entity, then "you" includes you and that entity, and you represent and warrant that you are an authorised representative of the entity with authority to bind it to these Terms, and that you agree to these Terms on its behalf.

For terms applicable to USDr, please refer to the USDr Terms and Conditions. For terms applicable to sUSDr, please refer to the sUSDr Terms and Conditions.

1. The Services

1.1 Services. The Services provide an interface (the "App") that displays data for the purpose of enabling users to interface, via a third-party wallet application (a "Wallet"), with certain components of a set of open-source smart contracts deployed on one or more decentralized blockchains, namely the staking mechanism inherent to the RealFi Protocol. The set of smart contracts maintained and operated by the Company, RealFi Foundation, and their affiliates, together with off-chain infrastructure (including custody solutions and counterparty relationships) maintained and operated by the Company and its affiliates, are referred to as the "Protocol." The App also displays data for the purpose of enabling users to interface, via a Wallet, with certain open-source smart-contract systems deployed on decentralized blockchains, such as certain lending markets and liquidity pools (the "Third-Party Protocols").

Documentation relevant to the Services, the App, and the Protocol is available upon request (the "Documentation"). The Protocol itself is not part of the Services, and your use of the Protocol is entirely at your own risk. The third-party technologies required to interact with the Protocol, including a Wallet (collectively, the "Third-Party Tools"), are not part of the Services, and your use of them is entirely at your own risk. The App is separate and distinct from the Protocol and any Third-Party Tools, is not essential for accessing the Protocol, and merely displays blockchain data and reduces the complexity of using the Third-Party Tools to interact with the Protocol. Activity on the Protocol is conducted via permissionless smart contracts and certain off-chain infrastructure described in the Documentation, and users and developers are free to create their own interfaces to interact with the Protocol.

When you use any data provided by the App to execute transactions, you are interacting with public blockchains, which provide transparency into your transactions. The Company does not control and is not responsible for any information you make public on any blockchain by acting on data provided by the App or the Services.

Distributions of RFG tokens, including any airdrops or rewards programs displayed on the App, are managed by RealFi GP and other independent third parties. The Company does not offer, manage, or distribute RFG tokens and assumes no responsibility for such programs; the App merely displays relevant data. You acknowledge that such programs are separate from the Services, and the Company disclaims any warranty or liability related to the RFG tokens, their distribution, or associated rewards. The points and rewards program is further described in Section 1.6.

The sUSD_r staking smart contract, including the management and transfer of sUSD_r yield, is maintained by RealFi GP. The App displays data provided by RealFi GP relating to sUSD_r, including any reference to yield or APY. sUSD_r is a yield-bearing instrument governed by the sUSD_r Terms and Conditions. The acquisition of sUSD_r is restricted, is not offered to persons in the Prohibited Jurisdictions or to any other excluded jurisdiction or person identified by the Company, and any reference to yield is subject to the jurisdiction-based restrictions described in the Documentation and the sUSD_r Terms. Any communication by the Company and its affiliates relating to sUSD_r and RFG is made as a service provider to RealFi Foundation and RealFi GP.

1.2 Testnet. The App may provide access to a test environment. Any tokens, balances, or rewards in a test environment have no monetary or economic value, are not redeemable, are provided for evaluation only on an "as is" basis, and may be modified, suspended, reset, or deleted at any time without notice or liability. The minting, redemption, and reward provisions of the Protocol and the token terms apply only to production networks. Any points or incentives offered in a test environment are subject to Section 1.6 and confer no entitlement to any token or reward.

1.3 Wallets. To use certain Services it may be necessary to connect a Wallet to the App. By using a Wallet in connection with the Services, you agree that you are using it under the terms of the applicable third-party provider. Wallets are not associated with, maintained by, or affiliated with the Company. The Company is not party to any transaction concluded while or after accessing the App, and does not have possession, custody, or control over any digital assets appearing on the App; you retain control of your digital assets at all times. The private keys or seed phrases necessary to access a Wallet are not held by or known to the Company, and the Company cannot help you access or recover them, so please keep them safe.

1.4 Updates; Monitoring. We may make improvements, modifications, or updates to the Services from time to time (the "Updates"), and your continued use is subject to them. Although the Company is not obligated to monitor access to or participation in the Services, it has the right to do so to operate the Services, ensure compliance with these Terms, and comply with applicable law.

1.5 Fees. While the Company does not presently charge fees for the Services or the App, transactions you execute using data provided by the App may cause you to incur blockchain gas or network fees, fees

charged by the Protocol, if any, and fees charged by Third-Party Protocols or your Wallet provider. Fees displayed in your Wallet are estimates and may not reflect actual costs. Transactions are non-refundable, and the Company cannot alter or mitigate such fees. You are responsible for all taxes associated with your use of the Services, the App, the Protocol, and Third-Party Protocols. The Company accepts no liability for failed transactions or for any fees incurred in connection with them.

1.6 Points and Rewards. The Services may display a points or rewards program (the "Rewards Program") under which eligible users are allocated points or similar units (the "Points") for certain qualifying activity. The Rewards Program is operated by RealFi GP and other independent third parties, not by the Company, and the App merely displays related data. The following apply to the extent you participate:

(a) No value; not a financial instrument. Points have no monetary or cash value, are not redeemable for cash, and are not a deposit, security, financial instrument, or investment. Points do not represent any equity, debt, ownership, or other right in the Company, RealFi Foundation, any issuer, or the Protocol, and confer no right to any token, distribution, airdrop, or future benefit except as expressly provided in separate published program terms.

(b) Discretionary and subject to change. The operator may establish, modify, suspend, or discontinue the Rewards Program, the rules for earning or redeeming Points, the rate of accrual, and the categories of qualifying activity at any time in its sole discretion, with or without notice. Points are not your property and may be adjusted, reduced, or cancelled, including to correct errors or to address suspected fraud, abuse, self-dealing, Sybil activity, or multiple or automated accounts, or to comply with law. All Points are provisional when credited and become final only on confirmation by the operator following integrity review. Points may be adjusted, reduced, or cancelled retroactively at any time before any conversion or distribution to you is completed, and the thresholds, heuristics, and detection parameters used in integrity review are maintained internally, are not published, and may change without notice.

(c) Eligibility. Participation is limited to users who satisfy these Terms and is unavailable to any Prohibited Person or to any person in a Prohibited Jurisdiction, and may require identity verification under the KYC / KYB and Customer Due Diligence Policy. The operator may exclude any user or activity from the Rewards Program in its discretion.

(d) Forfeiture. Points may be forfeited on suspension or termination of your access, on breach of these Terms or the program terms, or on discontinuation of the Rewards Program.

(e) No guarantee of conversion. Any reference to converting Points into RFG or any other token, or to any airdrop or future distribution, is subject to the separate program terms, the RFG distribution arrangements described in Section 1, and the jurisdiction-based restrictions in the Documentation. No such reference is a promise or guarantee of any token, value, or return.

(f) Taxes. You are solely responsible for any tax arising from your participation in the Rewards Program or your receipt of any Points, token, or reward.

(g) Disclaimer. The Rewards Program and the Points are provided on an "as is" and "as available" basis. The Company disclaims all warranties and liability relating to the Rewards Program, the Points, and any associated distribution, to the fullest extent permitted by law and consistent with Section 7.

(h) Integrity monitoring; your consent. The Rewards Program is protected by anti-Sybil and integrity controls operated by the operator and its service providers. By participating, you acknowledge and consent to: the capture of your IP address, browser fingerprint, and device metadata at wallet connection and signup; limits on the number of accounts per device or browser fingerprint; the use of CAPTCHA challenges and behavioural bot detection; verification of wallet linkages by cryptographic signature; and observation of the balances and positions of your linked wallets at unannounced, randomised snapshot times for purposes of accrual and vesting determinations. This processing is described in the Privacy Policy.

2. Who May Use the Services

You must be 18 years of age or older and not be a Prohibited Person to use the Services. A "Prohibited Person" is any person or entity that is (a) listed on any sanctions or restricted-party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, the European Union, the United Kingdom, the United Nations, Switzerland, or the authorities of the British Virgin Islands or the Cayman Islands; (b) located or organised in any embargoed or comprehensively sanctioned country or region; (c) a citizen, resident of, or organised in any of the Prohibited Jurisdictions identified by the Company in the Documentation, which include the United States; (d) otherwise a party with which the Company is prohibited from dealing under applicable law; or (e) owned or controlled by any such person. The Company may use tools such as IP-based geofencing to enforce these restrictions. By using the Services or the App, you represent that you are not a Prohibited Person.

You are solely responsible for complying with the laws of the jurisdiction from which you access the Services. By using the Services, you represent that you meet these requirements and will not use the Services for any illegal activity or to engage in the restricted activities in Section 4.2. We may require additional information or documents regarding your use of the Services, including for anti-money-laundering or counter-terrorist-financing purposes, in accordance with the KYC / KYB and Customer Due Diligence Policy or at the request of a competent authority, or where we have reason to believe a Wallet is being used for illegal activity or that you have provided false information.

3. Privacy Policy

Our Privacy Policy describes how we handle the information you provide when you use the Services. For an explanation of our privacy practices, please visit the Privacy Policy at www.realfi.co.

4. Rights We Grant You

4.1 Right to Use Services. We permit you to use the Services for your personal, non-commercial use only, provided you comply with these Terms. We grant you a personal, non-assignable, non-sublicensable, non-transferable, and non-exclusive right and licence to access and display any software, content, and materials provided as part of the Services, solely to use the Services as permitted by these Terms. Your access may be interrupted from time to time for reasons including equipment malfunction, maintenance, or other actions the Company may elect to take in its sole discretion.

4.2 Restrictions on Your Use of the Services. You may not, unless applicable law prohibits these restrictions or you have our written permission: (a) copy, modify, distribute, transmit, reproduce, publish, license, create derivative works from, or offer for sale any information obtained from the Services, except temporary browser cache or as expressly permitted; (b) decompile, reverse engineer, disassemble, or decode the Services; (c) use or remove any proprietary notation displayed on the Services; (d) use bots, hacks, mods, or unauthorised software to modify the Services; (e) exploit the Services for any commercial purpose; (f) access or use the Services in any manner that could disable, overburden, damage, or impair them or interfere with another party's use; (g) attempt to gain unauthorised access to, interfere with, or disrupt the Services or the systems, wallets, protocols, or networks connected to them; (h) circumvent or thwart any technological measure or content protection; (i) use any robot, spider, crawler, or scraper to access or collect data from the Services; (j) introduce any virus, worm, or other malicious material; (k) submit or transmit any unlawful, defamatory, obscene, harassing, harmful, or otherwise objectionable content, or use the Services for illegal, harassing, or disruptive purposes; (l) violate any applicable law in connection with your use of the Services; (m) use the Services in any way not expressly permitted by these Terms; (n) create or control multiple accounts or wallets, or use any automated means, to obtain Points or other rewards beyond the limits applicable to a single participant, or otherwise engage in Sybil activity, points farming, capital rotation across wallets to simulate qualifying balances, or collusive referral arrangements; or (o) circumvent or attempt to circumvent any geofencing, account limit, identity verification, or other access or integrity control, including through the use of a VPN, proxy, or similar service.

4.3 Interactions with Other Users. You are responsible for your interactions with other users. While we reserve the right to monitor interactions, we are not obligated to, and we are not liable for your interactions with, or the actions or inactions of, other users. If you have a dispute with one or more users, you release us, our affiliates, and our respective officers, directors, employees, and agents from claims, demands, and damages of every kind arising out of or connected with such disputes.

5. Ownership and Content

5.1 Ownership of the Services. The Services, including their look and feel, proprietary content, information, and materials, are protected under copyright, trademark, and other intellectual property laws. The Company and its licensors own all right, title, and interest in and to the Services, and you agree not to act inconsistently with those interests.

5.2 Ownership of Trademarks. "RealFi," "USDr," "sUSDr," "RFG," and all related names and logos are trademarks of the Company, RealFi Foundation, or their affiliates or licensors. Other names and logos that appear on the Services are the property of their respective owners.

5.3 Ownership of Feedback. We welcome feedback, bug reports, and suggestions ("Feedback"). Any Feedback gives you no right, title, or interest in the Services or the Feedback, becomes the sole property of the Company, and may be used for any purpose without notice or compensation. You assign to the Company all right, title, and interest in any Feedback.

6. Third-Party Services and Materials

The Services, through the App, may provide data relevant to Third-Party Protocols and may display content, information, or materials from third parties ("Third-Party Materials") or links to third-party websites. The Company does not endorse any Third-Party Materials or any provider of any Third-Party Protocol. Your access to and use of any Third-Party Protocol and Third-Party Materials is governed solely by their own terms, and the Company is not responsible or liable for any aspect of them, including their content, operation, or data handling. You irrevocably waive any claim against the Company with respect to Third-Party Protocols and Third-Party Materials, which are provided solely as a convenience to you.

7. Disclaimers, Limitations of Liability, and Indemnification

7.1 Disclaimers. Your access to and use of the Services and the Protocol are at your own risk, and the Services are provided on an "AS IS" and "AS AVAILABLE" basis. To the maximum extent permitted by law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (the "Company Entities"), and the MultiSig Members (as defined below) disclaim all warranties and conditions, whether express, implied, or statutory, including any warranty of title, merchantability, fitness for a particular purpose, or non-infringement, and any warranty as to the accuracy, reliability, or availability of the Services and the Protocol, the absence of defects, compatibility with any Wallet, or that the Services or Protocol will meet your requirements or be uninterrupted, secure, or error-free.

Except as expressly disclosed, the Company and its affiliates are not registered with any regulatory body in any jurisdiction. The Company does not broker trading orders, match orders, or offer any product for sale or distribution, and does not facilitate the execution or settlement of your transactions, which occur entirely on public blockchains. The App is strictly a means by which users may construct transaction data to be used by the individual user. No advice or information obtained from the Company Entities or the Services creates any warranty not expressly made here. All actions you perform using transaction data provided by the App are unsolicited, you have received no investment advice from us, and we conduct no suitability review. All information provided by the App is for informational purposes only and is not investment advice; you alone are responsible for determining whether any transaction is appropriate for you.

7.2 Limitation of Liability. To the extent not prohibited by law, in no event will the Company Entities or MultiSig Members be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages, or for loss of use, data, or profits, arising out of or related to your use of or inability to use the Services, under any theory of liability, even if advised of the possibility of such damage; or for any other claim or damages arising in connection with these Terms or the Services. The Company Entities' total

liability to you for any damages finally awarded will not exceed one hundred dollars (US\$100.00). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.

7.3 Assumption of Risks. (a) By using the Services, you represent that you have sufficient knowledge and experience in business, financial, and blockchain matters to assess the risks and benefits of the Services, and that you will bear those risks, including the loss of all amounts involved and the risk that digital assets may have little or no value. You acknowledge the risks of purchasing, holding, and staking digital assets, including loss of access through loss of private keys, custodial or user error, blockchain or smart-contract attacks, hacking and security weaknesses, unfavourable regulatory intervention, taxation, volatility, and uninsured loss. You acknowledge that digital assets are neither deposits guaranteed by a bank nor insured by any deposit-insurance or investor-protection scheme.

(b) Certain multi-signature wallets and privileged roles (the "MultiSigs," and their signatories, the "MultiSig Members") have controls related to the Protocol, which may include the ability to pause functionality, to implement or influence upgrades, to mint or burn, and other controls described in the Documentation, governed by the Foundation's Key Management Framework. While some MultiSig Members may be employed or engaged by the Company or the Foundation, others may be unaffiliated third parties over which the Company has no or limited control, and the Company cannot be held liable for their action or inaction.

(c) The regulatory regimes governing blockchain technologies and digital assets are uncertain, and new regulation may materially adversely affect the utility or value of the Services, the Protocol, the Third-Party Protocols, or digital assets, or the Company's ability to provide the Services. Taxation of digital-asset activity is uncertain in some jurisdictions; consult your own tax advisor.

(d) The Company cannot control market sentiment, liquidity, or how third parties value or provide access to digital assets, and disclaims any liability for losses you incur as a result of value fluctuations.

(e) Smart contracts execute automatically, and transactions are often irreversible, so vulnerabilities in the design or implementation of a blockchain, the Protocol, any deployed smart contract, or a Third-Party Protocol may arise through hacking or other incidents and could result in significant loss.

(f) The Documentation describes certain risks of the Protocol in detail. Please review it for additional risks, and the Company disclaims all liability associated with the risks disclosed in the Documentation to the fullest extent permitted by law.

7.4 Indemnification. You agree to defend, indemnify, and hold the Company Entities and MultiSig Members harmless from any claim, cost, damage, loss, liability, or expense (including legal fees) arising out of or in connection with your breach of these Terms or any applicable law, your violation of the rights of any third party, your misuse of the Services, or your negligence or willful misconduct. The Company may, in its sole discretion, control the defense and settlement of any claim for which you are obligated to indemnify it, and you agree to cooperate.

7.5 Third-Party Beneficiaries. The Company Entities (other than the Company) and the MultiSig Members are third-party beneficiaries of these Terms, including Sections 7 and 8.

8. Arbitration and Class Action Waiver

8.1 PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

8.2 Informal Process First. In the event of any dispute, the parties will first contact each other and make a good-faith, sustained effort to resolve it before resorting to formal means, allowing the receiving party 30 days to respond. This is a condition precedent to initiating arbitration.

8.3 Arbitration Agreement and Class Action Waiver. After the informal process, any remaining dispute, controversy, or claim relating in any way to the Services, including the App and any use of the Protocol even if interacted with outside the Services, will be resolved by arbitration, including threshold questions of arbitrability, under the BVI IAC Arbitration Rules (the "Rules"), by three arbitrators appointed in accordance with the Rules, in English. Arbitration will take place on an individual basis; class arbitrations and class actions are not permitted, and you and the Company each waive the right to a jury trial and to participate in a class action or class arbitration.

8.4 Exceptions. The following will be resolved in a court of proper jurisdiction: (i) disputes within the jurisdiction of a small-claims court brought on an individual basis; (ii) disputes where the sole relief sought is injunctive relief; and (iii) intellectual property disputes.

8.5 Costs of Arbitration. Payment of filing, administration, and arbitrator costs is governed by the Rules, except that where you demonstrate such costs would be prohibitively more expensive than a court proceeding, the Company will pay the amount necessary to prevent that, subject to possible reimbursement if the arbitrator finds the claim or relief sought frivolous.

8.6 Opt-Out. You may opt out of these arbitration provisions by sending written notice to [contact email] within thirty (30) days of first accessing the Services or agreeing to these Terms; otherwise you are bound to arbitrate on a non-class basis. If you opt out of only the arbitration provisions, the class action waiver still applies. If you opt out of the arbitration provisions, the Company will not be bound by them either.

8.7 Class Action Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND THE COMPANY EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE WILL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE OR AGGREGATE CLAIMS OR PRESIDE OVER ANY CLASS ACTION. IF THIS WAIVER IS FOUND UNENFORCEABLE, THE AGREEMENT TO ARBITRATE WILL BE NULL AND VOID WITH RESPECT TO THAT PROCEEDING, AND ANY CLASS OR REPRESENTATIVE ACTION MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION.

9. Additional Provisions

9.1 Updating These Terms. We may modify these Terms from time to time and will update the "Last Revised" date. If changes are material, we will use reasonable efforts to notify you, such as by email or a prominent notice on the Website, but it is your responsibility to review these Terms. The updated Terms are effective on posting or such later date as specified, and your continued use after the changes are effective is your acceptance. No amendment applies to a dispute for which arbitration has already been initiated.

9.2 Suspension; Termination. If you breach these Terms, all licences granted by the Company terminate automatically. The Company may suspend or terminate your access with or without notice for any or no reason, including where it believes you have engaged in the restricted activities in Section 4.2, provided false information, breached these Terms, or are a Prohibited Person or resident in a Prohibited Jurisdiction, or where necessary to comply with law. Sections that by their nature should survive termination will continue in effect.

9.3 Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would be inadequate, and the Company is entitled to equitable relief in addition to any other remedy, without bond or proof of damages.

9.4 Force Majeure. We will not be liable for any failure or delay in performing our obligations or providing the Services where caused by events beyond our reasonable control, including acts of God, natural events, war, terrorism, civil unrest, government action, embargoes, labour disputes, internet or telecommunication failures, and power shortages.

9.5 Miscellaneous. If any provision of these Terms is unlawful, void, or unenforceable, it is severable and does not affect the remaining provisions. These Terms may be assigned by the Company but not by you without our prior written consent. No waiver of any breach is a waiver of any other. Section headings are for reference only. These Terms are governed by the laws of the British Virgin Islands, without regard to conflict-of-laws rules, and the proper venue for any dispute is the courts of the British Virgin Islands.

9.6 How to Contact Us. You may contact us regarding the Services or these Terms by email at Legal@realfi.co.
