

Terms of Service – The USD Vault

last updated: October 31, 2025

These Terms of Service (the “Agreement”) govern your access to and use of the USD Vault and associated technologies (collectively, the “Services”) provided by Veda Tech Caymans, a Cayman Islands company (“Veda,” “we,” “our,” or “us”). By accessing or using any of the Services, you (on behalf of yourself or the entity you represent) acknowledge that you have read, understand, and agree to be bound by this Agreement and our Privacy Policy.

You must read this Agreement carefully as it governs your use of the Services. By accessing or using any of the Services, you (on behalf of yourself or the entity that you represent) signify that you have read, understand, and agree to be bound by, this Agreement and our [Privacy Policy](#) in its entirety, and you represent and warrant that you have the willingness, right, authority, and capacity lawfully to enter into this Agreement (on behalf of yourself or the entity that you represent). If you do not agree, you are not authorized to access or use any of our Services and should not use our Services.

SECTION 8 CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST VEDA ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (B) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS. PLEASE NOTE THAT YOUR USE OF THE SERVICES IS SUBJECT TO THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT USE ANY SERVICE IN ANY MANNER.

1. Overview and Scope

The Services covered by this Agreement consist solely of the USD Vault. These are on-chain smart contract systems operated and administered exclusively by Veda. The USD Vault is managed solely by Veda, which maintains exclusive control over operational parameters, including allocations, protocol selection, fee structures, and withdrawal settings.

2. Modifications of this Agreement or our Services

1. Modifications of this Agreement. We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any material modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at <https://veda.tech/>. All modifications will be effective when they are posted, and your continued accessing or use of any of the Services will serve as confirmation of your acceptance of those modifications. If you do not agree with any

modifications to this Agreement, you must immediately stop accessing and using all of our Services.

2. Modifications of our Services. We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to any of the Services; (b) to review, modify, filter, disable, delete, and remove any and all content and information from any of the Services.

3. Administrative Control

You acknowledge and agree that Veda retains exclusive administrative authority over all aspects of any USD Vault, including without limitation the ability to: (a) deploy or re-deploy assets to different DeFi protocols; (b) adjust allocation caps or rebalancing thresholds; (c) modify fee schedules (including performance, management, and withdrawal fees); (d) amend withdrawal parameters consistent with on-chain logic; and (e) pause or update operational configurations necessary for performance or risk management. Veda may exercise such authority in its sole discretion, without prior notice, provided that user withdrawals will not be gated beyond the vault's on-chain mechanics.

4. Non-Custodial Nature; Administrative Keys

The USD Vault are designed as non-custodial smart contract systems. At no time does Veda take custody or possession of user assets; users interact with the vaults through their own self-custodied wallets. However, you acknowledge that Veda holds administrative keys or other technical authority enabling it to modify certain smart contract parameters. Such authority does not constitute custody, but may affect timing, configuration, or strategy allocation. By using a USD Vault, you consent to Veda's exercise of this authority in accordance with this Agreement.

5. User Representations and Responsibilities

By accessing or using any USD Vault, you represent, warrant, and agree that you will comply with all applicable laws and regulations, and that you understand and assume all risks associated with your use of the Services. You are solely responsible for your wallet security, for paying any applicable network transaction fees, and for any tax obligations arising from your activities. Your participation is voluntary and at your own risk.

6. No Fiduciary Relationship

To the fullest extent permitted by applicable law, you acknowledge that Veda owes you no fiduciary duties. All decisions relating to the configuration, allocation, and management of the USD Vault are made by Veda in its sole discretion. Participation in any USD Vault does not create any advisory, custodial, or agency relationship between you and Veda.

7. Intellectual Property Rights

1. General

1. The Services and their entire contents, features, and functionality (including but not limited to all information,

software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Neither the Agreement (nor your use of the Services) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except as indicated otherwise.

2. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use our Services solely in accordance with this Agreement. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble or decompile any of our Services for any purpose other than as expressly permitted pursuant to this Agreement. Except as set forth in this Agreement, we grant you no rights to any of our Services, including any intellectual property rights.

2. Feedback. If you provide us with any feedback or suggestions regarding the Services ("Feedback"), you hereby assign to us all rights in such Feedback and agree that we have the right to use and fully exploit such Feedback and related information in any manner we deem appropriate. Any Feedback you provide will be treated as non-confidential and non-proprietary, and we will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.

2. Your Use of the Services

1. Representations and Warranties. As a condition to accessing the Protocol, you represent and warrant to us the following:

1. You are not a U.S. Person, and are not accessing the Interface from within the United States or a Restricted Territory;
2. You are not, and for the duration of the time you access the Protocol, will not be (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom of Great Britain and Northern Ireland (the "UK Treasury"), and the U.S. Department of Treasury) (collectively, "Sanctioned Person"), or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide,

territory-wide, or regional economic sanctions by the United Nations, European Union, any EU country, the UK Treasury, or the United States, including without limitation Cuba, the Crimea, Donetsk, and Luhansk regions of Ukraine, Iran, North Korea, Russia, Syria, or Yemen (collectively, "Restricted Territories");

3. You do not intend to transact with any Sanctioned Person or any persons or entities who reside in, are citizens of, are located in, are incorporated in, or have a registered office in any Restricted Territory;
 4. You do not, and will not, use a VPN or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Protocol; and
 5. You will comply with all laws that apply to you, your access to the Protocol, and your actions and omissions that relate to the Protocol.
2. Prohibited Uses. You may use the Services only for lawful purposes and in accordance with the Agreement. You agree not to:
1. use the Services in any way that violates any applicable federal, state, local, or international law or regulation, including, without limitation, any applicable sanctions laws, export control laws, securities or other financial regulatory laws, anti-money laundering laws, or privacy laws;
 2. use any device, software or routine that interferes with the proper working of any Service;
 3. attempt to probe, scan or test the vulnerability of the Services, or otherwise seek to interfere with or compromise the integrity, security, or proper functioning of the Services;
 4. attempt to interfere with the proper working of the Services, or interfere with, damage, or disrupt any parts of the Services, the server(s) on which the Services is stored, or any server, computer or database connected to the Services;
 5. engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Veda or users of the Services or expose them to liability; or
 6. encourage or enable any other individual to do any of the foregoing.
 7. If your use of the Services is prohibited by applicable laws or regulations, then you are not authorized to use the Services. We will not be responsible for your using the Services in a way that is a violation of any law or regulation.

3. Your Responsibilities. By using the Services or otherwise accessing the Protocol, you agree and understand that:
 1. You are solely responsible for your use of the Services and interactions with the Protocol, including all of your transfers of digital assets; all transactions you submit to the Protocol are considered unsolicited, which means that they are solely initiated by you;
 2. You have not received any investment advice from us in connection with any transactions; to the fullest extent not prohibited by applicable laws, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
 3. You are solely responsible for reporting and paying any taxes applicable to your use of the Services;
 4. We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that a counterparty with whom you transact completes the transaction or is authorized to do so;
 5. The Services are non-custodial application, meaning we do not ever have custody, possession, or control of your digital assets at any time; we accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how any of our Services will operate with any specific wallet; likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised; and
 6. Transactions that take place on a blockchain network require the payment of transaction fees to the validators or node operators of the relevant network ("Gas Fees"); you will be solely responsible to pay the Gas Fees for any transaction that you initiate via any of our Products.
4. Release of Claims. You expressly agree that you assume all risks in connection with your use of the Services. You further expressly waive and release Veda, as well as its affiliates and service providers, and each of their respective past, present and future officers, directors, members, employees, consultants, representatives and agents, and each of their respective successors and assigns from any and all liability, claims, causes of

action, or damages arising from or in any way relating to your use of the Services.

5. To the extent that you provide any services to Veda or the Protocol, you agree that you will be fully responsible all services that you provide and will indemnify for Veda and its affiliates against any and all losses.

8. Disclaimers

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. VEDA DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. VEDA MAKES NO REPRESENTATION OR WARRANTY THAT ANY USD VAULT WILL ACHIEVE ANY TARGET RETURN, STRATEGY ALLOCATION, OR WITHDRAWAL TIMING. YOUR USE OF THE SERVICES IS AT YOUR OWN RISK.

9. Indemnification

1. To the fullest extent permitted by applicable laws, you agree to indemnify, defend and hold harmless Veda, as well as its affiliates and service providers, and each of their respective past, present and future officers, directors, members, employees, consultants, representatives and agents, and each of their respective successors and assigns (the “Indemnified Parties”) from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to: (a) your access and use of any of our Services; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; (c) any other party's access and use of any of our Services with your assistance or using any device or account that you own or control; (d) any dispute between you and (i) any other user of any of the Services or (ii) any of your own customers or users; and (e) your negligence or willful misconduct. You agree to promptly notify us of any third-party Claims and cooperate with the Indemnified Parties in defending such Claims. You further agree that the Indemnified Parties shall have the right to control the defense or settlement of any third-party Claims as they relate to us, if it so chooses.

10. Limitation of Liability

1. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL THE INDEMNIFIED PARTIES OR ANY OF THEM BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION; (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED (\$100) DOLLARS; OR (D) ANY MATTER BEYOND THE REASONABLE CONTROL OF THE INDEMNIFIED PARTIES OR ANY OF THEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

11. Governing Law and Arbitration

1. The Agreement is governed by and will be construed under the laws of the Cayman Islands, excluding its body of law controlling conflict of laws. You agree that the Interface shall be deemed to be based solely in the Cayman Islands, and that although the Interface may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the Cayman Islands. Any arbitration conducted pursuant to this Agreement shall be governed by the Federal Arbitration Act. You agree that any judicial proceeding will be brought in the courts located in the Cayman Islands.

12. Dispute Resolution; Arbitration. Please read carefully the following arbitration agreement (this "Arbitration Agreement"). It requires you to arbitrate disputes with us and limits the manner in which you can seek relief from us.

1. Applicability of this Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to the Agreement or to any aspect of your relationship with us, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims or seek relief in small claims court if your claims qualify, and (ii) you or we may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that

arose or were asserted before the effective date of the Agreement or any prior version of the Agreement.

2. Arbitration rules and forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to legal@veda.tech. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, the arbitrator may require us to pay the additional cost. You are responsible for your own attorneys' fees unless the arbitration rules and applicable law provide otherwise. If the arbitrator finds the arbitration to be non-frivolous, we will pay the remaining filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. For claims above \$75,000, fees and costs will be determined in accordance with applicable JAMS rules. The arbitration rules permit you to recover attorney's fees in certain cases. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any arbitration demand or counterclaim asserted by either party must contain sufficient information to provide fair notice to the other party of the asserting party's identity, the claims being asserted, and the factual allegations on which they are based. The arbitrator or JAMS may require amendment of any demand or counterclaim that does not satisfy these requirements. The arbitrator has the right to impose sanctions in accordance with JAMS Rule 24 for any claims the arbitrator determines to be frivolous or improper (under the standard set forth in Federal Rule of Civil Procedure 11). The parties agree that JAMS has discretion to modify the amount or timing of any administrative or arbitration fees due under JAMS's Rules where it deems appropriate, provided that such modification does not increase the costs to you, and you waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by JAMS does not constitute a default, waiver, or breach of this Arbitration

Agreement while such challenge remains pending before JAMS, the arbitrator, or a court of competent jurisdiction.

3. **Authority of arbitrator.** The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement, and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable, whether a claim is subject to arbitration, and any dispute regarding the payment of JAMS administrative or arbitrator fees (including the timing of such payments and remedies for nonpayment). The arbitrator will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, provided that the arbitrator shall also be empowered to consolidate claims raised between the same parties to a single arbitration proceeding. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.
4. **Waiver of jury trial.** YOU HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 13a (Applicability of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
5. **Waiver of class or other non-individualized relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as

- to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the courts of the Cayman Islands. All other disputes, claims, or requests for relief shall be arbitrated.
6. 30-day right to opt out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to legal@veda.tech within 30 days after you first access the Service. Your notice must include your name and address, the web3 address used to connect to the Interface (if applicable), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, (i) all other parts of this Arbitration Agreement will continue to apply to you, and (ii) we will not be bound by this Arbitration Agreement. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
 7. Severability. Except as provided in subsection e (Waiver of class or other non-individualized relief), if any part or parts of this Arbitration Agreement are held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such specific part or parts shall be eliminated or limited to the minimum extent such that the remainder of the Arbitration Agreement shall continue in full force and effect.
 8. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with us.
 9. Modification. Notwithstanding any provision in the Terms to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within 30 days of such change becoming effective by writing us at legal@veda.tech and expressly opting out of this Arbitration Agreement.

13. Miscellaneous

1. Entire Agreement. These terms, together with the [Privacy Policy](#), constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.
2. Assignment. You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
3. Not Registered with Any Governmental Agency. We are not registered with any governmental agency in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf. We also do not facilitate the execution or settlement of your trades, which occur

entirely on public distributed blockchains like Ethereum. As a result, we do not (and cannot) guarantee market best pricing or best execution through our Services.

4. Notice. We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting.
5. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.