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I. Premia Terms of Service

Last Updated: September 2023



Please read these Premia Terms of Service (these “Terms”) carefully as they form a binding agreement between you and the operator of the Premia Ecosystem of smart contracts, Premian Republic Limited (“Premia”). These Terms govern your use of the services provided by Premia, including <https://premia.finance/> (the “Website”), any other Premia platform, and the account you or other users have with Premia to allow access to the Premia Ecosystem (“Account”) (collectively, the “Services”). Thoroughly read these Terms and be sure you properly understand your obligations and rights in relation to the Services and your Account. By installing, accessing, downloading, or otherwise using the Services, you are agreeing to comply with and be bound by these Terms. If you breach or violate any of the Terms, Premia has the right to disable and block your access to the Services immediately.

Premia may make updates to these Terms at any time and will make any updated versions of the Terms available via the Services. Your continued use of the Premia Services will be deemed acceptance of the updated Terms. However, if you do not accept the updated Terms, you are no longer permitted to use the Services. Premia therefore encourages you to regularly review the Terms to ensure you are fully aware of your obligations and rights with regard to the Services.

The Website acts as a user interface to the decentralized Premia Ecosystem. Maintenance services for the Website are provided further to a services agreement and in accordance with the instructions of Premia. For the avoidance of doubt, only Premia, as the operator of the Premia Ecosystem, has control to update, enhance, amend, fix, or otherwise alter any of the smart contracts that may be interacted with on the Website or through the Services.

1. NO FIDUCIARY RELATIONSHIP

You expressly acknowledge and agree that Premia is not your broker, underwriter, advisor, intermediary or agent, and Premia has no fiduciary relationship or obligation to you regarding any decisions, actions or activities that you undertake when using the Services. Neither Premia’s communications, nor any information or content that Premia provides or makes available to you, is intended as, or shall be considered or construed as financial, legal or any other professional advice.

2. ELIGIBILITY

In order for you to use the Services, you must satisfy the eligibility requirements as described in these Terms. At any time, if requested, you must provide Premia with correct and up-to-date information demonstrating your compliance with eligibility requirements.

You represent and warrant that you satisfy the following eligibility requirements:

- Location: You are not located in, resident of, or formed under the laws of a Restricted Country, as defined herein. Premia does not offer its Services to residents of, individuals located in, or entities organised under the laws of the following countries or territories: United States of America, United Kingdom, China, Cuba, Crimea and Sevastopol, Iran, Afghanistan, Syria, North Korea, Hong Kong, Thailand, Malaysia, and Canada (together, the “Restricted Countries” and each a “Restricted Country”). This includes any U.S. person

as defined in the Securities Act of 1993, as amended. All subject persons and entities are expressly prohibited from accessing or using the Services. For the avoidance of doubt, Premia does not offer its Services to such persons, and you must not seek or attempt to circumvent the measures and procedures in place to access the Services from a Restricted Country.

- **Age:** You are at least 18 years of age, or older based on the age of majority in your jurisdiction, whether you are an individual accepting these Terms on your own behalf or on behalf of the organisation you represent.
- **Entity Authorisation:** If you are registering to use the Services on behalf of a legal entity, you are duly authorized by that legal entity to do so, and such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of the organisation.
- **Previous Suspension:** You, or the organisation you represent, have not been previously suspended, removed or otherwise restricted from using the Services or any other service or product provided by Premia or a Premia affiliate.
- **Technical Expertise:** You have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any Cryptocurrency Derivative Position, and the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable legal, tax and compliance requirements under applicable laws of any Cryptocurrency Derivative Position. Further, you know, understand and accept the risks associated with your Ethereum Address (or other wallet address), the Ethereum Blockchain (other blockchain), Ether and Cryptocurrency Derivative Positions, and accept the risks associated with Cryptocurrency Derivative Positions, and are responsible for conducting your own independent analysis of the risks specific to any Cryptocurrency Derivative Positions.
- **Lawful Use:** You are only permitted, and only will, use the Services for legal, authorised and acceptable purposes. When using the Services, you will not, nor permit any person to use them in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with or contravening these Terms.

3. PROHIBITED USE OF SERVICES

In addition to the above eligibility requirements, your use of the Services in any of the following manners is expressly prohibited:

- **Impermissible Business:** You may not act on behalf of any of the following barred business categories: investment and credit services, check cashing, collections agency, bail bonds business, seller or distributor of counterfeit copyright materials, unauthorized brand item reseller, seller of restricted items such as marijuana or firearms, seller of controlled substances or drug-related equipment or any unregulated health product or mock illegal drug, adult content or services provider, multi-level marketing, or high-risk business.
- **Self-Trades:** You are not permitted to conduct self-trades executed in order to manipulate markets, report statistics, or cause liquidation.
- **Account Sharing:** You can only have one Account to access and use the Services. If your Account is established and used by an organisation, you must only permit authorised individuals to use your Account.

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- **Disrespecting Rights of Premia and/or Others:** You may not violate or infringe the rights of Premia, any of its group companies, Premia’s users, or other third parties, including rights in respect of privacy, intellectual property, or other proprietary rights;
- **Fraudulent Activity:** You are prohibited from providing false, inaccurate or misleading information, or from engaging in any potentially fraudulent or suspicious activity and/or transactions. You may not impersonate a person or an entity.
- **Unlawful Activity:** You are prohibited from engaging in or aiding activities that violate laws, regulations, or sanctions programs of countries where Premia operates, including OFAC regulations. This includes engaging in unapproved gambling activities.
- **Refusal to Cooperate:** You are not permitted to refuse cooperation with any investigation or to fail to provide any information Premia requests.
- **Improper Communications:** You are forbidden from publishing, transmitting, or sharing any communication, material or other content that is illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or which could instigate or encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes.
- **Abusive Activity:** You are not allowed to engage in any actions overloading or interfering with the Premia infrastructure, including transmission of harmful programs or material like viruses to our site. You cannot engage in unauthorized access attempts, password mining, or transferring account access without permission.
- **Intellectual Property Infringement:** You are prohibited from participating in transactions involving copyrighted, trademarked, or proprietary items without authorization, or any other unauthorized use of intellectual property associated with Premia.
- **Harmful Actions:** You are prohibited from seeking to harm Premia, Premia’s group companies, or any of Premia’s users or customers. This includes any attempt to access, use, copy, modify, distribute, display, otherwise exploit or prepare derivative works based upon and of Premia’s Services in impermissible or unauthorized manners, or in ways that harm us, Premia’s group companies, Premia’s Services, systems, users, or others. In particular you must not, nor permit any person to:
 - reverse engineer, alter, modify, create derivative works from, decompile, or extract code from Premia’s Services, except to the extent permitted by law;
 - send, store, or transmit viruses or other harmful computer code through or onto Premia’s Services;
 - gain or attempt to gain unauthorized access to Premia’s systems or those of Premia’s group companies; or create accounts for Premia’s Services through unauthorized means;
 - collect the information of or about Premia’s users in any impermissible or unauthorized manner; and/or
 - sell, resell, rent, or charge for the use of Premia’s Services.



4. LICENCES AND INTELLECTUAL PROPERTY

- Owned or controlled by Premia and its Strategic Affiliates: Throughout your interactions with Premia, Premia and limited entities with which Premia has formed strategic affiliations retain ownership and/or control, as appropriate, of the Services and all intellectual property rights therein, including all copyrights, trademarks, domains, logos, trade secrets, patents, and other intellectual property rights that have existed, do, may or will exist in the future (the "Intellectual Property"). You may not use the Intellectual Property unless permitted under these Terms or with express written consent of Premia or the appropriate affiliate.
- Owned by you: Throughout Premia's relationship with you, you retain ownership of the details, information or other data you submit for your Account or through the use of Premia's Services. You also have the right to grant the rights and licences in these Terms as further detailed below.
- Licenced to Premia: In order for Premia to provide its Services to you to the best of Premia's ability, you grant Premia a worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, and display the information (including any content) that you upload, store, send, or receive on or through the use of the Services. Premia will only use such rights for the limited purpose of providing Premia's Services.
- Granted to you: In order for you to receive the Services at the best standard, Premia grants you a revocable, non-exclusive, non-sublicenseable and non-transferable right to use the Services for the sole purpose for which they were created, subject to and in accordance with these Terms. No other licences or rights are granted to you by implication or otherwise.
- Infringement of Intellectual Property: If you believe the Intellectual Property is being infringed by a third party, please contact Premia immediately using the contact details provided above. If Premia believes you are infringing the Intellectual Property or the intellectual property of others, Premia may terminate your access to the Services with immediate effect.

5. TERMINATION

If your access to the Services is terminated in accordance with any of the following provisions or any other provision in these Terms, these Terms will automatically terminate.

- Premia's Right: Premia may, at any time, disable your access to the Services (either indefinitely or for a set period of time) and/or terminate your access and use of any or all of the Services (including any services of Premia's group companies) for any reason, including if any of the following occur:
 - Premia suspects you are using the Services for, or permitting the Services to be used for, criminal or fraudulent purposes;
 - Premia suspects you are located or established in a Restricted Country;
 - Premia suspects someone is using your Account without your authority;
 - Premia suspects or identify that you are not eligible to use the Services;
 - your behaviour toward Premia's staff makes it difficult for Premia to deal with you;

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- you do not accept any updated versions of these Terms;
- you do not pay any moneys owed to Premia;
- you do not pay any interest, fees, or charges owed on time;
- you go into bankruptcy, enter into an individual voluntary arrangement, have a debt relief order or trust deed lodged against you or enter into any other form of analogous circumstances;
- you die; or
- Premia suspects you have violated these Terms.

6. LIABILITIES AND LIMITATIONS

• **Premia's Liability:** Premia accepts liability for any losses you may suffer as a result of a material failure by Premia to comply with its obligations to you under the Terms, or as a result of gross negligence or fraud by Premia.

• **Limitation and Exclusion of Liability:** Unless expressly stated otherwise in these Terms, Premia's affiliates, subsidiaries, directors, officers, partners and agents (together the "Premia Group") will not be held liable to you, whether in contract (including under any indemnity), tort (including negligence), under statute or otherwise, under or in connection with these Terms, your activities under your Account, your use of the Services, and/or Premia's provision of the Services, for any:

- consequential, indirect or special losses or damages;
- loss of profits, loss of business or loss of business opportunity;
- losses incurred as a result of abnormal or unforeseeable circumstances outside Premia's reasonable control, including delays or failures caused by problems of another system or network, mechanical breakdown, industrial action or a pandemic;
- losses incurred as a result of unauthorized access or use of your Account;
- losses incurred where a law, or guidance or instruction from a governmental authority, requires Premia to take action, for example to terminate these Terms and cease providing you access to the Services; or
- any other loss or damage to the extent that such loss or damage is caused or contributed to by you or is a result of the failure by you to comply with these Terms.

For any other losses or damages for which Premia is found liable, the Premia Group's aggregate liability towards you for all claims during Premia's relationship with you shall not exceed EUR 100.

The forgoing exclusions and cap of liability will each apply to the fullest extent permitted by applicable law.

• **Your Liability:** To the extent permitted by law, you agree to defend, indemnify, and hold harmless the Premia Group from and against all liabilities, damages, losses, and costs (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with: (i) your access to or use of Premia's Services; (ii) your breach of Premia's Terms; or (iii) any misrepresentation made by you.



7. DISCLAIMERS

You use and accept the provision of the Services at your own risk and at all times subject to the following disclaimers:

- The Services are each provided on an “as is” and “as available” basis without any express or implied warranties.
- Any smart contracts with which you interact are entirely your own responsibility and liability, and Premia is not party to the smart contracts.
- At any time, your access to your cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use of your cryptocurrency assets which may result in the cryptocurrency assets diminishing in value or you being unable to complete a Smart Contract.
- No warranty is given that any information or content provided or made available by Premia is accurate, up to date, complete, or useful, that the Services will be operational, free from errors, secure, safe, or that the Services will function without disruptions, delays or imperfections.
- No warranty is given regarding the availability or uninterrupted use of the Services. From time to time, access may be interrupted, suspended or restricted, including because of a fault, error, or unforeseen circumstances, or because Premia or a Strategic Affiliate are carrying out planned maintenance.
- Premia does not control, and is not responsible for controlling, how or when you or other users use the Services.
- Premia is not responsible for and is not obligated to control the actions or information (including content) of users or other third parties.
- The information provided on the Website may acquaint you with certain investment products and services offered by Premia or any of its affiliates, which operate in the sector of decentralized finance. Please note that no information published on the Website should be construed as a solicitation, offer, or recommendation to engage in any transaction.
- The products, services, information, and materials mentioned within the Website may not be accessible to all individuals or residents of specific jurisdictions.
- General Risks and Considerations: The views, strategies, or products discussed on the Website may not be suitable for everyone and carry inherent risks. Investors should know that they might receive less than their initial investment, and past performance is not a reliable indicator of future results. Asset allocation does not guarantee profits or protect against losses. Any information on the Website should not be solely relied upon for making investment decisions. You should carefully consider whether the services, products, and asset classes (such as equities, fixed income, derivatives, structured products, alternative investments, commodities, etc.), or strategies discussed are suitable for you. Before making an investment decision, assessing the objectives, risks, charges, and expenses associated with any investment service, product, or strategy is important. For additional information regarding your personal investment goals, please contact your Financial Advisor, as Premia does not provide any financial advice. You should be aware of the general and specific risks pertinent to the topics discussed on the Website. You are solely responsible, without any reliance on Premia or any of its affiliates, for making your own judgments and decisions regarding any investment or strategy mentioned on the Website.

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• **Non-Reliance:** The information presented on the Website is believed to be reliable; however, Premia does not guarantee its accuracy, reliability, or completeness, nor does it accept any liability for any direct or indirect loss or damage arising from the use of all or any part of the materials on the Website. The computations, graphs, tables, diagrams, or commentary provided on the Website are only for illustrative and reference purposes and should not be relied upon as representations or warranties. The views, opinions, estimates, and strategies expressed on the Website reflect judgment based on current market conditions and are subject to change without notice. Premia assumes no obligation to update any information on the Website in case of any changes. The views, opinions, estimates, and strategies expressed may differ from those expressed by other individuals within Premia or its affiliates, and the content should not be considered a research report. Any projected results and risks are based solely on hypothetical examples and will vary depending on specific circumstances. Forward-looking statements should not be interpreted as guarantees or predictions of future events. Nothing on the Website should be construed as establishing any duty of care or advisory relationship with you or any third party. The information provided on the Website should not be considered an offer, solicitation, recommendation, or advice (whether financial, accounting, legal, tax, or otherwise) given by Premia and/or its affiliates, regardless of whether such communication was made at your request. Premia and its affiliates do not provide tax, legal, financial, or accounting advice. It is recommended that you consult with your own tax, legal, financial, and accounting advisors before engaging in any financial transactions.

• **Your Investments and Potential Conflicts of Interest:** Conflicts of interest may arise whenever Premia or any of its affiliates have actual or perceived economic or other incentives in amending strategies, portfolios, or otherwise to act in a manner that benefits the Premia. Conflicts may occur in the following situations (to the extent permitted in your account): (1) when Premia invests in a DeFi or Crypto investment product, such as a decentralized fund, structured product, separately managed account, or hedge fund issued or managed by Premia or an affiliate; (2) when a Premia entity receives services, including trade execution and trade clearing, from an affiliate, partner, or smart contract; (3) when Premia receives payment as a result of purchasing an investment product for any reason; or (4) when Premia receives payment for providing services (including liquidity servicing, options mining, or other platform services) related to investment products. Other conflicts may arise due to Premia's relationships with other clients, projects, and partners or when Premia acts on its own behalf. Investment strategies are selected from both the Premia and third-party asset managers or strategists and undergo a review process by our research team. From this pool of strategies, our research team selects strategies that align with our asset allocation goals and forward-looking views to meet the user's investment objective. As a general practice, we prioritize Premia-managed strategies. We anticipate a high proportion (up to 100 percent) of Premia-managed algorithmic strategies in certain portfolios, subject to applicable laws and account-specific considerations. While our internally managed strategies typically align well with our forward-looking views, and we are familiar with the investment processes and the firm's risk and compliance philosophy, it is important to note that Premia and staking users receive higher overall fees when internally managed strategies are included. Users have no obligation to use Premia-offered strategy vaults, and as the Premia platform is made up of selfcustody-based smart contracts, users are free to deposit at their own discretion.

The foregoing disclaimers will apply to the fullest extent permitted by applicable law.

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8. GENERAL CONDITIONS

In addition to any other conditions included in these Terms with which you must comply, please also be aware of the following:

- **AML/CFT Screening:** Premia utilizes third party software provided by Elliptic Enterprises Limited (“Elliptic”) to screen the digital wallet for each user of the Services as part of Premia’s Anti-Money Laundering (“AML”) and Countering Finance of Terrorism (“CFT”) policies. Elliptic analyzes all transactions across all major blockchains and assets and provides a holistic wallet risk score for each digital wallet, reflecting the likelihood that the wallet has been utilized in illicit or otherwise improper conduct. Per Premia’s policies, the holder of a wallet with a risk score beyond an established threshold will be denied access or use of the Services. Premia does not store wallet risk scores, nor use the wallet risk scores for any purpose beyond determining eligibility of a particular wallet holder to access and use Premia’s Services.

In order for you to access and use Premia’s Services, you represent and warrant that Premia may facilitate the AML/CFT screening of your presented digital wallet, strictly for the purposes of developing a holistic risk score associated with your wallet. You also acknowledge that if Premia determines your wallet risk score to be beyond Premia’s acceptable threshold, you may be prohibited from accessing or using Premia’s Services. For more information, please see AML/CFT FAQs. If you receive a message that your wallet has been deemed too high-risk to utilize the Services, and you have related questions, please email contact@premia.blue.

- **Account Security:** You are responsible for keeping your device, your cryptocurrency wallet address, your Account and any security codes/passwords safe and secure. If your Account has been hacked, compromised or breached in any way, please contact Premia immediately at contact@premia.blue.

- **Businesses Requiring Express Written Consent:** For certain business categories or uses, explicit written consent from Premia is needed before utilizing the Services. These categories include: (i) money transmitters, digital currency exchanges, and/or resellers of Premia Services; (ii) nonprofit enterprises accepting donations; (iii) skill-based games awarding prizes; and/or (iv) religious or spiritual organizations operating for profit. To use Premia Services for these categories, contact us at contact@premia.blue. Consent may lead to additional conditions, representations, enhanced onboarding, and operating restrictions. These guidelines are representative but not exhaustive. For any uncertainties regarding Prohibited Uses, Prohibited Businesses, or specific categories needing consent, contact us at contact@premia.blue.

- **Dispute Resolution, Governing Law, and Venue:** Premia tries to provide clear rules in order to limit, or hopefully avoid, disputes with users. If a dispute does arise, however, the following provisions will govern how it can be resolved and what laws will apply. Unless expressly required otherwise by law, these Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

You and Premia both agree that should any dispute or claim (including non-contractual disputes or claims) arise out of or in connection with these Terms or their subject matter or formation, you and Premia will settle any such dispute or claim by arbitration in the British Virgin Islands. If you are an individual, you are not bound to refer any dispute or claim to arbitration and may pursue a dispute or claim through any other available method in the British Virgin Islands.

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- **Entire Agreement:** Unless explicitly stated otherwise in writing by Premia, these Terms make up the entire agreement between you and Premia regarding your use of the Services.
- **Waiver:** Any waiver of any Terms or obligations or rights hereunder is not permitted without Premia's written consent.
- **Assignment:** Premia may assign or otherwise transfer all or some of Premia's rights and obligations under these Terms to another party. You may assign or otherwise transfer all or some of Premia's rights and obligations under these Terms to another party with Premia's prior written consent.
- **Third Parties:** Except as stated or contemplated herein, these Terms do not give any third party any rights.
- **Severance:** If any provision of these Terms is deemed illegal, unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from Premia's Terms and shall not affect the validity and enforceability of the remaining provisions.
- **Language:** These Terms were prepared in English and therefore the default language is English. Should you wish to access these Terms in a different language, please update the language setting on your device to the preferred language. Please note that not all languages are available and should there be any discrepancies or differing interpretations or meanings between the English version of these Terms and any translation, the English Terms shall prevail.

9. CONTACT

If you have any questions about the Services, your Account, or these Terms, please contact Premia by emailing contact@premia.finance.



II. PRIVACY POLICY

Last Updated: August 2023

Premian Republic Limited and its affiliates acting under its direction (collectively “Premia”) respect the privacy of its customers, users and visitors of its services, including its platforms, apps and website (collectively, the “Services”). For further information on Premia’s Services and how to use them, please see Premia’s Terms of Service. This Privacy Policy informs you of how Premia gathers, use, store, disclose, and otherwise process your information, including personal information (also known as personal data), in conjunction with your access and use of Premia’s Services. Please read this Privacy Policy carefully to understand Premia’s views and practices regarding your personal information and how it will be treated by Premia.

1. CONTACT AND CONTROLLER DETAILS

If you have any questions about Premia’s privacy practices or any of the information in this Privacy Policy, please email Premia at contact@premia.blue.

2. PERSONAL INFORMATION PREMIA COLLECTS

“Personal Information,” also frequently referred to as “Personal Data,” means information that identifies (whether directly or indirectly) a particular individual, household, or device, such as the individual’s first and last name, postal address, email address, telephone number, username, and/or image. The categories of personal information Premia collects depend on how you use the Services and the requirements of applicable law.

Information You Provide to Premia:

- **Wallet Address:** In order for Premia to provide you with the Services, Premia will require to know and process your Wallet Address. Whilst in most instances, your Wallet Address will not be able to identify you as an individual (and therefore, it will not be considered personal information as the law strictly defines it), in certain limited circumstances, it could lead to you being identifiable, for example, if it was stored alongside another identifier. To reduce the chances of you being identifiable from your Wallet Address, Premia do not process it with or store it alongside any other identifiers listed below, such as your direct IP address.
- **Location Data:** In accordance with Premia’s Terms of Service, Premia do not offer or provide Premia’s Services in Restricted Countries, or permit persons or entities located in Restricted Countries to use Premia’s Services (please see Terms of Service for more information). To confirm you are not located in a Restricted Country, Premia collects your IP address and country code when connecting to or accessing Premia’s Services. To ensure compliance with Premia’s Terms of Services, Premia store the IP address and country code of any person who tries to access Premia’s Services from a Restricted Country. If you are accessing from a country which is not a Restricted Country, Premia will immediately delete your IP address and country code after confirming your location. Please note that location checking occurs each time you access the Services.

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- **Restricted Company Mailing List:** In accordance with the above, if Premia identify from your IP address and country code that you are located in a Restricted Country, Premia provide you the opportunity to be added to a mailing list which will ensure you are notified if the Restricted Country list is updated. To do this, Premia require your email address. Unless you specify otherwise, Premia will not use your email address for other marketing purposes.
- **Transaction Information:** When you commence using Premia’s Services, the Ethereum blockchain and other public blockchains provide transparency into transactions. As this information is linked to your Wallet Address, it will almost never identify you as an individual, but it will provide Premia with insight into your transactions which is required to perform the Services.
- **Marketing Preferences:** Based on your consent and marketing preferences, Premia may send you marketing communications such as emails. From this, Premia may collect further preferences from you based on how you interact and respond to Premia’s marketing communications. You have the right at any time to withdraw your consent at any time.
- **Your Communications with Premia.** Premia collects personal information from you such as email address, phone number, or mailing address when you request information about Premia’s Services, request customer or technical support, or otherwise communicate with us.
- **Surveys.** Premia may contact you to participate in surveys. If you decide to participate, you may be asked to provide certain information which may include personal information.
- **Forum Content.** Premia may offer forums, blogs, or social media pages. Any content you provide on these channels will be considered “public” and is not subject to privacy protections.
- **Registration for Sweepstakes or Contests.** Premia may run sweepstakes and contests (other than for the benefit of residents and entities organized within Restricted Countries – see Terms of Service for more information). Contact information you provide may be used to reach you about the sweepstakes or contest and for other promotional, marketing and business purposes, if permitted by law. In some jurisdictions, Premia is required to publicly share information of winners.

Information Collected Automatically or From Others:

- **Automatic Data Collection:** Premia may collect certain limited information automatically when you use the Services. This information may include your IP address, user settings, and other online identifiers, details about your browser, operating system or device, and other information about how you use the Services. Premia does this so Premia can offer the Services to you. Premia does not store this information nor use it for any other purposes.



3. HOW PREMIA USES YOUR INFORMATION

Premia may use your personal information for a variety of business purposes, including the following:

- **Provide the Services:** Premia will use your information to provide you with, and facilitate the use of, Premia's Services.
- **Location:** Premia will use your information to confirm you are not located in or established under the laws of a Restricted Country (see Terms of Service for further information).
- **Communications:** Premia will use your information to communicate with you about your use of the Services, changes to policies of terms, and in response to any queries, questions or comments you send to us. If you are on the Restricted Country Mailing list (as discussed above), Premia may use your email address to communicate to you that there has been a change in the Restricted Country list.
- **Marketing:** Premia may use your information to send you marketing communications, subject to your providing consent.
- **Surveys, Contests and Sweepstakes:** Where necessary, Premia may use your information to allow you to take part in surveys, contests and sweepstakes.
- **Security:** Premia may use your information to detect security incidents, protecting against malicious, deceptive, fraudulent or illegal activity, and to prosecute those responsible for that activity.
- **Monitoring and Improving:** Premia may use your information for internal quality control purposes, to monitor engagement with Premia's Services and how Premia's Services are being used in order to identify any issues and to improve, enhance and upgrade Premia's Services.
- **New Products or Services:** Premia may use your information to research and develop new products or services.
- **Terms and Policies:** Premia may use your information to detect, investigate and prevent activities on Premia's Services that may violate Premia's terms or policies, including Premia's Terms of Services, or be harmful to us, Premia's property, or Premia's other users in any way.
- **Compliance:** Premia may use your information to comply with applicable laws and regulations and any lawful requests received from regulators, governmental bodies or authorities.
- **Referrals:** Premia may use your information to link multiple wallets on a single device or the same wallets across multiple devices in order to maintain attribution for referral transactions.

To process your information for such purposes, Premia relies on the following lawful bases:

- **Consent:** If you give Premia consent to undertake a particular processing activity, for example to receive marketing communications, which you can remove at anytime.
- **Performance of a Contract:** Our processing is necessary for the performance of a contract Premia has with you or to take specific steps before entering into a contract with you. This may be a contract to receive Services from Premia, *i.e.* the Terms of Service.

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- **Legal Obligation:** Processing is necessary for Premia to comply with laws, regulations and regulatory authorities, court orders or law enforcement requests.
- **Legitimate interests:** processing is necessary for ours, or a third party's, legitimate interests. The legitimate interests pursued by Premia are to improve Premia's business, resolve disputes, prevent fraud and abuse, analyse and improve safety and security of Premia's Services, enforce Premia's Terms of Service. You have the right to object to Premia's processing based on legitimate interests.

4. DISCLOSING YOUR INFORMATION TO THIRD PARTIES AND INTERNATIONAL TRANSFERS

Where permitted by applicable law, Premia may share your personal information in the following instances:

- **Service Providers:** Premia may share any personal information Premia collects about you with certain of Premia's service providers. The categories of service providers to whom Premia entrusts personal information may include: IT and related services; banks and trust companies; information and services; payment processors; customer service providers; and vendors to support the provision of the Services. Premia enters into contracts with such service providers which ensure they cannot use your information for any purposes other than as instructed by Premia.
- **Affiliates:** Premia may share personal information with Premia's affiliated companies if necessary for supporting the provision of the Services.
- **Disclosures to Protect Premia or Others:** Premia may access, preserve, and disclose any information Premia stores with third parties if we, in good faith, believe doing so is required or appropriate to: comply with applicable laws, or law enforcement or national security requests and legal process, such as a court order; protect your, Premia's or others' rights, property, or safety; enforce Premia's policies or contracts (including Premia's Terms of Service); or assist with an investigation or prosecution of suspected or actual illegal activity.
- **Disclosure in the Event of Merger, Sale, or Other Asset Transfers:** If Premia is involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, purchase or sale of assets, or transition of service to another provider, then your information may be sold, transferred or otherwise shared as part of such a transaction. As an organisation operating globally, Premia may be required to transfer your personal information to countries other than that from which it was collected which may have data protection laws that are different from the laws where you live. When transferring your personal information cross-border, Premia will ensure to comply with all applicable laws, including by implementing appropriate safeguards to require that your personal information will be provided equivalent protection. Further details can be provided upon request.

5. YOUR CHOICES

In certain circumstances and depending on applicable law, you may have the right to:

- **Request access to your personal information:** This enables you to receive a copy of the personal information Premia holds about you and to check that it is lawfully processed.

CONTINUED



- Request correction of the personal information that Premia holds about you: This enables you to have any incomplete or inaccurate information Premia holds about you corrected, though Premia may need to verify the accuracy of the new information you provide to us.
- Request erasure of your personal information: This enables you to ask Premia to delete or remove personal information where there is no good reason for Premia continuing to process it. You also have the right to ask Premia to delete or remove your personal information where you have successfully exercised your right to object to processing (see below), where Premia may have processed your information unlawfully or where Premia is required to erase your personal information to comply with local law.
- Object to processing of your personal information where Premia is relying on a legitimate interest: You also have the right to object where Premia is processing your personal information for direct marketing purposes.
- Request restriction of processing of your personal information: This enables you to ask Premia to suspend the processing of your personal information in certain scenarios.
- Request the transfer of your personal information to you or to a third party: Premia will provide to you, or a third party you have chosen, your personal information in a structured, commonly used, machine-readable format.
- Withdraw consent at any time where Premia is relying on consent to process your personal information.
- Complaint to a supervisory authority: If you have any data protection issues, you have the right to submit a complaint to a data protection supervisory authority. Premia would, however, appreciate the opportunity to resolve your concerns before you approach the supervisory authority so please contact Premia in the first instance. To exercise one of the above rights, please contact Premia using the details provided above. Premia may need to request specific information from you to help Premia confirm your identity and ensure your right to access your personal information (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. Premia may also contact you to ask you for further information in relation to your request to speed up Premia's response.

6. DATA RETENTION

Premia stores the personal information Premia receives as described in this Privacy Policy for as long as is necessary for Premia to provide you with the Services or as necessary to fulfil the other purpose(s) for which it was collected, provide Premia's Services, resolve disputes, establish legal defences, conduct audits, pursue legitimate business purposes, enforce Premia's agreements, and comply with applicable laws.

7. SECURITY OF YOUR INFORMATION

Premia implements technical, physical and organizational security safeguards designed to protect your personal information from loss, misuse and unauthorized access and disclosure. In addition, Premia limits access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on Premia's instructions and they are subject to a duty of confidentiality. Premia regularly monitors its systems for possible vulnerabilities and attacks. Unfortunately, no system is 100% secure, and Premia cannot ensure or warrant the security of any information you provide to us.

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8. THIRD PARTY LINKS AND PLUG-INS

Our Services may include links to third party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. Premia does not control these third-party websites, plug-ins or applications, and are not responsible for their privacy statements. When you leave Premia's Services or authorise the use of a third-party plug-in, Premia encourages you to read the privacy policy of every website or plug-in provider.

9. CHANGES TO OUR PRIVACY POLICY

Premia may revise this Privacy Policy from time to time in Premia's sole discretion and will post a revised version on Premia's Services platforms when updated. If there are any material changes to this Privacy Policy, Premia will notify you as required by applicable law. Premia encourages you to regularly visit Premia's Services platforms to review any changes made.

III. COOKIES POLICY

Last Updated: August 2023

At Premia, we use cookies and other tracking technologies to enhance your experience on our website and provide personalized services. This Cookies Policy aims to explain how we use cookies, the types of cookies we utilize, and how you can manage your cookie preferences.

In the context of this policy, 'we', 'our', and 'us' refers to premia.blue and 'you' refers to you, as the user of this website.

Our Use of Cookies

Cookies are small files placed on your device when you visit a website. They help us analyze website traffic, remember your preferences, and track user behavior patterns. We use cookies to optimize your user experience, personalize content and offers, and analyze trends on our site.

Types of Cookies We Use

Analytics Cookies: These cookies collect anonymous information about how visitors interact with our website. They help us analyze trends, track user navigation, and improve our services.

Logging Cookies: Essential for our website's operation, these cookies remember session preferences like login information and language selection for a seamless user experience.

Preferences Cookies: These cookies remember your choices and preferences, enhancing your browsing experience by recalling settings like font size and layout.

Third-Party Cookies: We use third-party cookies to analyze website usage and improve our services. These include:

- **Heap (Analytics):** A tool to measure and analyze user behavior, identify areas for improvement, and optimize our website's performance. You can view their cookie policy at: [Heap](#)
- **Cloudflare Zaraz (Performance):** Enhances website loading times and ensures fast and reliable access to our decentralized application. You can view their cookie policy at: [Cloudflare](#)
- **Prismic (Functional):** Functionality management cookies (strictly necessary). You can view their cookie policy at: [Prismic](#)

Managing and Deleting Cookies

Most web browsers allow you to manage your cookie preferences. You can refuse or delete certain cookies. Here's how:

- **Google Chrome:** Go to Settings > Privacy and Security > Site Settings > Cookies and Site Data.
- **Mozilla Firefox:** Go to Options > Privacy & Security > Cookies and Site Data.
- **Safari:** Go to Preferences > Privacy > Cookies and website data.
- **Internet Explorer:** Go to Settings > Internet options > General > Browsing history > Settings > Temporary Internet Files and Website Files.

Please be aware that blocking or deleting cookies may impact your ability to sign in, use certain features, or retain preferences that rely on cookies.

Contact Us

If you have any questions about our Cookies Policy or how we use cookies on our website, please contact us at contact@defy.blue. We value your privacy and are committed to ensuring a transparent and user-centric experience on our platform.

Changes to the Policy

We reserve the right to modify this Cookies Policy at any time. Any updates will be effective immediately upon posting to the website, so we recommend reviewing it regularly for any changes.

Your Acceptance

By using the Premia website, you agree to our use of cookies as outlined in this policy. If you do not wish to accept cookies, you can adjust your browser settings accordingly.

Please be aware that if you block cookies, you may not be able to sign in or use those features, and preferences dependent on cookies may be lost. If you choose to delete cookies, settings, and preferences controlled by those cookies will be deleted and may need to be recreated.



IV. AML/KYC FAQs

Premia employs [Elliptic's Holistic Screening](#) for compliance and risk management. This technology enables efficient, automated screening of customer activity across multiple blockchains. It identifies high-risk wallets, which are subsequently excluded from the Premia platform. The screening is powered by Elliptic's Nexus engine, capable of tracing crypto-asset flows across all assets and blockchains. This ensures Premia's alignment with global financial crime regulations.

Premia's Compliance FAQ: Address Screening Guide

Q: How does Premia screen for high-risk wallets?

We utilize Elliptic's Holistic Screening technology for compliance and risk management. This tech automatically screens customer activity across multiple blockchains and identifies high-risk wallets, which are then excluded from the Premia platform.

Q: What criteria are used to block wallets?

Wallets associated with illegal activities such as sanctions, terrorism financing, hacked or stolen funds, ransomware, human trafficking, and child sexual abuse material (CSAM) are blocked.

Q: Why is Premia implementing this screening?

Premia's policy aims to prevent individuals engaged in illegal activities from using our platform. We are committed to maintaining a secure, transparent, and compliant trading environment.

Q: What should I do if my wallet is blocked?

If your wallet is blocked and you believe this is an error, contact our compliance team for further review.

Q: Does Premia control Elliptic's determinations?

No, we do not control Elliptic or their independent risk assessments. Their determinations are not reported to law enforcement.

Q: Are there any changes to data collection and privacy practices?

No, our data collection and [privacy](#) practices remain unchanged. We continue to log wallet addresses interacting with the Premia platform, but no additional data is collected. For more details, refer to our [Terms of Service](#).



V. Affiliate and Advocacy Program

Become a Premia Affiliate

Help us introduce the world to innovative financial solutions and cutting-edge investment opportunities.

Join our affiliate program and earn commission by promoting Premia.

How it works

Join Our Affiliate Program: After your application is approved, you'll gain access to a range of promotional assets and Impact tracking software.

Promote Premia: Embed Premia links in your articles, craft new engaging content, or display ads on your website to drive user engagement.

Earn Commissions: When new users become part of the Premia community through your promotions, you stand to earn substantial commissions.

Campaign Tracking and Optimization

Performance Insights: Gain direct access to in-depth performance data of your campaigns, enabling you to refine your strategies.

Campaign Testing: Utilize custom landing page tools and deep links to test your campaigns and enhance their effectiveness.

Convenient Payment Options

Crypto Compensation: Regardless of your location, receive compensation in crypto.

Referral Bonuses: Receive 50% of your referees' transaction fees for the first month, adding significant value to your earnings.

Discover the Future of Finance with Premia

User-Friendly Platform: We offer intuitive tools and global customer support, making finance and investment accessible to everyone.

Robust Security: Our state-of-the-art security practices ensure the safety of your account and transactions.

Trusted Name: Every month, countless individuals choose Premia for their financial ventures, underlining our platform's reliability.

Please note that financial transactions covered by this affiliate program will be processed in crypto currency.



VI. Self-Service Affiliate Agreement

Referral Terms and Conditions Last updated: February 2023

This Self-Service Affiliate Agreement f/k/a Self-Service Affiliate Addendum (this "Agreement"), as revised or modified from time to time in accordance with Section 15.2, is a legally binding agreement between Premia, a blockchain protocol provider ("Premia"), and you ("Affiliate" and together with Premia, the "Parties"). This Agreement incorporates and supplements Premia's Terms of Use (the "Terms"), and Privacy Policy (the "Privacy Policy"), in each case, to which Affiliate agrees that Affiliate is bound and is a party, and the terms of which apply to this Agreement. Please review the Terms carefully to understand Affiliate's rights and obligations, including with respect to governing law, arbitration, venue for dispute resolution and other dispute resolution matters, prohibited activities, indemnification, disclosures and disclaimers, limitations of liability, and exclusions of consequential damages and other claims. Participating in Premia's self-service affiliate program (the "Affiliate Program") indicates Affiliate's acceptance of this Agreement, as well as the Terms and the Privacy Policy, and establishes a binding and executed written agreement between Affiliate and Premia. If Affiliate does not accept this Agreement or the Terms, Affiliate may not participate in the Affiliate Program.

1. Referrals.

1.1 "Qualified Referrals" mean individuals or entities who complete trades on the Premia protocol (each "Users") and who:

- (a) click on Affiliate's unique affiliate link (the "Link");
- (b) if entering into perpetual contracts on the Premia protocol (the "Protocol"), then do not reside, are not citizens of, are not located in, and do not have a registered office in the United States of America ("US Person") or any Restricted Territory (as defined in the Terms); and
- (c) complete at least one trade using the Protocol after clicking on the Link.

Affiliate acknowledges and agrees that Affiliate has no ownership rights in any form over the Link Premia provides to Affiliate, and Premia may reclaim, deactivate, invalidate or terminate the Link at any time in its sole discretion.

1.2 If Affiliate shares the same personal information, including email address, IP address, or website details, as an otherwise Qualified Referral, then Affiliate will be deemed to have made a "Self-Referral." No Affiliate Reward (as defined below) will be paid for any Self-Referral. Premia, in its sole discretion, will determine the classification of any referral as a Self-Referral.

2. Affiliate Rewards.

2.1 Each epoch, set forth in <https://docs.premia.finance/premia-governance/start-here/epochs> ("Epoch"), Affiliate will receive certain percentages set forth in Exhibit A of the net trading fees that Premia receives from a Qualified Referral, taking into account for purposes of the net trading fees determination any discounts, rebates and refunds Premia provides to a Qualified Referral or other parties, including market makers, such that the amount of such discounts, rebates or refunds will not be part of the net trading fees used to determine the affiliate reward, in accordance with the following (the "Affiliate Reward"):

2.1.1 calculated from time to time during each Epoch (each a "Calculation Time") and accrued based on any additional net trading fees that Premia has received from a Qualified Referral after the prior Calculation Time, and

2.1.2 based on the amount of the Ethereum-based token known as stkPremia set forth across from such percentage in Exhibit A held at the Ethereum network address linked to Affiliate's Premia account at the time of each Calculation Time; provided that (a) prior to receiving any material Affiliate Reward, Affiliate may be required to provide Premia with any additional information Premia determines is necessary to comply with applicable laws, (b) prior to receiving any Affiliate Reward greater than or equal to six hundred (600) USD Coin (USDC), Affiliate must complete any required tax or other forms relating to receipt of Affiliate Rewards, as required by Premia in its sole discretion, and (c) payment of any such Affiliate Reward is subject to compliance with applicable laws and the terms and conditions of the Protocol.

2.2 Notwithstanding the foregoing, for purposes of calculating the net trading fees received by Premia from a Qualified Referral during each Epoch to which the applicable percentage in Exhibit A is applied, the maximum net trading fees will be seventy five thousand (75,000) USD Coin (USDC), such that the maximum net trading fees on which such percentage will be applied each Epoch for each Qualified Referral is seventy five thousand (75,000) USD Coin (USDC), meaning that the Affiliate Reward each Epoch for each Qualified Referral can never exceed thirty thousand (30,000) USD Coin (USDC) (i.e., $40\% * 75,000$).

2.3 The amount of Affiliate Rewards will be based upon Premia's good faith calculation and information available to Premia. Premia is not responsible for any Affiliate Rewards not properly being paid to Affiliate of which Premia is unaware, including due to computer error or other reasons.



2.4 Affiliate Rewards will be payable to Affiliate within thirty (30) days of the end of the Epoch in which Premia receives associated trading fees from Qualified Referrals. Affiliate Rewards will be paid to Affiliate in USD Coin (USDC) to Affiliate's Premia account on the Premia protocol.

2.5 Affiliate is responsible for any and all tax liabilities, including income tax liabilities, that arise from or in any way relate to any payments Premia makes to Affiliate, including income taxes, sales, personal property, use, VAT, excise, withholding, Social Security and Medicare taxes, and self-employment taxes. Premia will have the right to withhold from any amounts payable to Affiliate such federal, state, local or foreign taxes as may be required to be withheld under any applicable law or regulation.

3. Relationship of the Parties and Capacity.

3.1. Nothing in this Agreement or the Terms will be interpreted as creating a partnership, joint venture, franchise, employment relationship, or sales representation between Affiliate and Premia. Affiliate is not authorized to act as a spokesperson for Premia or bind Premia in any manner. Affiliate must refrain from making any claims, representations, or warranties on behalf of Premia, including those related to the Affiliate Program, the Protocol, or the Premia platform.

3.2. The Parties acknowledge that Affiliate operates as an independent contractor for Premia. Affiliate is not considered an employee for tax purposes or for any other aspect, and therefore, Affiliate shall not be entitled to any employee benefits or participation in employee benefit plans offered by Premia.

3.3. In the event that Affiliate could be deemed an agent or representative of Premia under any applicable law, Affiliate agrees to indemnify, defend, and hold harmless Premia and its affiliates from any claims arising from such implied agency or representative relationship.

4. Responsibilities.

4.1. Affiliate acknowledges that the Affiliate Program aims to incentivize referrals of new users to the Protocol. Therefore, Affiliate commits to acting in good faith in accordance with this purpose.

4.2. Affiliate is obligated to comply with (a) the Terms, and (b) all relevant laws while engaging as an affiliate of Premia. This applies to any referrals made to the Protocol.

4.3. Affiliate must not attempt to designate any of the following as a Qualified Referral: (a) an individual or entity that is, or is owned or controlled by Affiliate, Affiliate's immediate family, or household members; (b) an individual or entity that is, or is owned or controlled by a person already using the Protocol; (c) an individual or entity that is a contractor or service provider of Premia; or (d) a US Person or Restricted Person as defined in the Terms.

4.4. When posting the Link on any platform primarily targeting the United States, Affiliate must include the following statement: "Premia perpetual contracts are unavailable in the United States."

4.5. All costs or expenses related to Affiliate's participation in the Affiliate Program are solely Affiliate's responsibility. Affiliate undertakes such financial responsibilities at its own risk.

4.6. Upon request by Premia, Affiliate agrees to provide any requested documentation to facilitate Affiliate Reward payments and continued participation in the Affiliate Program. Such requests may be made at any point during Affiliate's involvement in the program.

5. Representations, Warranties, and Covenants.

Affiliate makes the following representations, warranties, and covenants to Premia:

5.1. If Affiliate is an entity, it certifies that it is validly organized and exists under the laws of its jurisdiction. It has the necessary authority to execute and perform the obligations of this Agreement. If Affiliate is an individual, it confirms it has the capacity to enter into this Agreement.

5.2. Affiliate will not engage in making false, deceptive, derogatory, or defamatory statements related to the Affiliate Program, Premia, its employees, users, the Premia platform, or the Protocol.

5.3. Affiliate will refrain from using offensive language, ethnic slurs, personal insults, or inappropriate comments in connection with the Affiliate Program, Premia, its employees, users, the Premia platform, or the Protocol.

5.4. Affiliate will not use content that infringes upon intellectual property rights or violates any applicable laws, including copyright, trademark, patent, or privacy rights.

5.5. Affiliate will not replicate websites or advertisements resembling the Premia platform. It will not copy or display Premia's trademarks, intellectual property, or other proprietary information without prior written consent from Premia.

5.6. Affiliate, and to the best of its knowledge, its representatives, are not owned or controlled by individuals or entities subject to sanctions administered by the U.S. Department of Treasury's Office of Foreign Assets Control. Affiliate also certifies it will not use Affiliate Rewards to fund activities in violation of sanctions.

5.7. Affiliate agrees not to engage in specific marketing practices outlined in this section, including targeting certain keywords, using misleading marketing techniques, and promoting on inappropriate platforms.





6. Licenses.

6.1. Premia grants Affiliate a non-exclusive, non-transferable sublicense to use the "Premia" trademark solely for the purpose of creating Qualified Referrals using the Link. Affiliate acknowledges that Premia retains ownership of its trademarks and related intellectual property.

6.2. Affiliate grants Premia a sublicense to use its name and likeness as an affiliate on the Premia platform.

6.3. Affiliate agrees not to claim ownership of Premia's trademarks or register similar trademarks.

6.4. Affiliate agrees to maintain the quality and proper use of Premia's trademarks and not use them in a manner that could tarnish or degrade their reputation.

7. Non-Exclusive; No Obligation.

Affiliate acknowledges that the Affiliate Program is non-exclusive. This Agreement does not prevent either Party from doing business separately with other entities or individuals. Affiliate's participation in the Affiliate Program does not confer additional rights to use or modify the Premia platform.

8. Unlawful or Prohibited Activities.

8.1. Affiliate agrees not to engage in any activities that could be considered illegal, unethical, or that could damage Premia's reputation. This includes refraining from spamming, sending unsolicited emails, and engaging in deceptive marketing practices.

8.2. Affiliate will not attempt to manipulate the tracking system for referrals, engage in click fraud, or artificially inflate referral statistics.

8.3. Affiliate will not create or use multiple accounts to gain more Affiliate Rewards or other benefits.

9. Term and Termination.

9.1. This Agreement shall commence upon Affiliate's acceptance of its terms and will continue until terminated by either Party.

9.2. Either Party may terminate this Agreement at any time, with or without cause, by providing written notice to the other Party.

9.3. Upon termination, all licenses granted under this Agreement shall terminate immediately, and Affiliate must cease using Premia's trademarks and any marketing materials.

10. Confidential Information.

10.1. Affiliate acknowledges that, during the course of participating in the Affiliate Program, it may gain access to certain confidential information related to Premia's business.

10.2. Affiliate agrees to keep all confidential information strictly confidential and not disclose it to any third party without prior written consent from Premia.

11. Indemnification.

11.1. Affiliate agrees to indemnify, defend, and hold harmless Premia and its affiliates, officers, directors, employees, and agents from any claims, damages, liabilities, costs, and expenses arising from Affiliate's breach of this Agreement, violation of any laws, or misuse of the Affiliate Program.

12. Limitation of Liability.

12.1. Premia shall not be liable to Affiliate for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement or the Affiliate Program.

13. Dispute Resolution.

13.1. Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved through arbitration in accordance with the rules of the arbitration association chosen by Premia.

14. Modification.

14.1. Premia reserves the right to modify this Agreement and the Affiliate Program's terms at any time. Changes will be communicated to Affiliate via email or the Affiliate Program interface.

15. Governing Law and Jurisdiction.

15.1. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Premia is registered.

15.2. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of the jurisdiction in which Premia is registered.

16. Governing Law; Dispute Resolution.

This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without giving effect to its principles of conflicts of law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Wilmington, Delaware.



17. Entire Agreement.

This Agreement, together with the Premia's Terms of Use and Privacy Policy, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

18. Notices.

Any notice or communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been given and received (a) when delivered in person, (b) on the business day after being sent by an overnight courier service, (c) on the seventh business day following deposit in the mail, postage prepaid, registered or certified mail, return receipt requested, or (d) when received by email transmission with confirmation of successful transmission, to the Parties at the addresses provided in this Agreement or as later provided in writing.

19. Waiver.

The waiver by either Party of a breach or default under any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power, or privilege that it has, or may have hereunder, operate as a waiver of any breach or default by the other Party.

20. Assignment.

Affiliate may not assign or transfer this Agreement, or any of its rights or obligations herein, without the prior written consent of Premia. Any assignment or transfer in violation of this provision shall be void. Premia may freely assign or transfer this Agreement and its rights and obligations herein.

21. Severability.

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining portions shall remain in full force and effect and shall be construed as if the invalid, illegal, or unenforceable term or provision was never a part of this Agreement.

22. Survival.

Sections 5 (Representations, Warranties, and Covenants), 9 (Confidentiality), 12 (Limitation of Liability), 13 (Indemnification), 14 (Termination), and 15 (General Provisions) shall survive the termination or expiration of this Agreement for any reason.

23. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Modification.

This Agreement may be modified only by a written agreement signed by both Parties. By accepting and participating in Premia's self-service affiliate program, you acknowledge and agree to be bound by the terms and conditions of this Agreement.

Last Updated: 2023-09-01



Please read these Terms of Service and Disclaimers (these “Terms”) carefully as they form a binding agreement between you and the operator of the Premia Ecosystem of smart contracts (“Premia”), and govern your entry and involvement in the Premia Blue Trading Competition (the “Trading Competition”) and use of the related Premia services (the “Services”). By entering into the Trading Competition, you agree to be bound by and comply with these Terms.

1. CONTACT

If you have any questions about these Terms, please get in touch with Premia by emailing contact@premia.blue.

2. GENERAL ELIGIBILITY

In order for you to participate in the Trading Competition, you represent and warrant that you satisfy the following general eligibility requirements:

- Age: You must be at least 18 years of age, or higher based on the age of majority in your jurisdiction.
- Location: You are not located in or a resident of China, Cuba, Crimea and Sevastopol, Iran, Afghanistan, Syria, North Korea, or any other country in which participation in the Trading Competition may be restricted or considered unlawful, such as Thailand and Malaysia (each a “Restricted Country”).
- Individual Person: You may only enter and participate in the Trading Competition on your own behalf as an individual, natural person. You may not enter or participate on behalf of a legal entity, or other group or organization.

3. GENERAL CONDITIONS

In addition to any other conditions included in these Terms with which you must comply, please also be aware of the following:

- Compliance with Applicable Laws: You must comply with all applicable laws, regulations and rules and not be prohibited from using the Services in any way due to applicable laws, regulations, and rules, including if you are located in a Restricted Country.
- No Use in Restricted Countries: You must not access or use, or attempt to access or use, the Services while located in a Restricted Country. For the avoidance of doubt, the Services are not offered to those in Restricted Countries, and you must not seek or attempt to circumvent the measures and procedures in place to access the Services from a Restricted Country.
- One Account Per User: You must only use one account to participate in the Trading Competition. You may not participate in the Trading Competition if your account (or an account for any other service or application of a Premia group company) has been disabled in the past.
- Prohibited Conduct: When using the Services, you will not, nor permit any person to: use the Services in any unlawful manner or for an unlawful purpose; violate or infringe the rights of Premia, Premia’s users, or other third parties, including rights in respect of privacy, intellectual property, or other proprietary rights; provide false, inaccurate or misleading information; transmit any communication, material, or other content that is illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or which could instigate or encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes; impersonate a person or an entity; or otherwise seek to harm Premia or any of Premia’s users or customers.
- Account Security: You are responsible for keeping your device, your cryptocurrency wallet address, your account, and any security codes/passwords safe and secure. If your account has been hacked, compromised, or breached in any way, please contact Premia immediately at contact@premia.blue.

4. WALLET SCREENING — ANTI-MONEY LAUNDERING (“AML”) / COMBATING THE FINANCING OF TERRORISM (“CFT”)

In addition to any other conditions included in these Terms, please also be aware that Premia utilizes third party software provided by Elliptic Enterprises Limited (“Elliptic”) to screen the digital wallet for each entrant to the Trading Competition as part of Premia’s AML/CFT policies. Elliptic analyzes all transactions across all major blockchains and assets and provides a holistic wallet risk score for each digital wallet, reflecting the likelihood that the wallet has been utilized in illicit or otherwise improper conduct. Per Premia’s policies, the holder of a wallet with a risk score beyond an established threshold will be denied use of the use of the Trading Competition Services. Premia does not store wallet risk scores, nor use the wallet risk scores for any purpose beyond determining eligibility of a particular wallet holder to use the Trading Competition or other Premia Services.

In order for you to participate in the Trading Competition, you represent and warrant that Premia may facilitate the AML/CFT screening of your presented digital wallet, strictly for the purposes of developing a holistic risk score associated with your wallet. You also acknowledge that if Premia determines your wallet risk score to be beyond Premia’s acceptable threshold, you may not participate in the Trading Competition.

If you receive a message that your wallet has been deemed too high-risk to utilize Premia’s services, and you have related questions, please email contact@premia.blue.



5. LICENCES AND INTELLECTUAL PROPERTY

Premia retains ownership and/or control, as appropriate, of the Services and all intellectual property rights therein, including all copyrights, trademarks, domains, logos, trade secrets, patents, and other intellectual property rights that have existed, do, may or will exist in the future ("Intellectual Property"). You may not use Premia's Intellectual Property unless permitted under these Terms or with Premia's express written consent. You retain ownership of the details, information, or other data you submit for your account or through the use of Premia's Services.

In order for Premia to provide Premia's Services to you to the best of Premia's ability, you grant Premia a worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, and display the information (including any content) that you upload, store, send, or receive on or through the use of the Services. Premia will only use such rights for the limited purpose of providing Premia's Services. In order for you to receive the Services at the best standard, Premia grants you a revocable, non-exclusive, non-sublicensable and non-transferable right to use the Services for the sole purpose for which they were created, subject to and in accordance with these Terms. No other licences or rights are granted to you by implication or otherwise.

6. PRIVACY

For you to join the Trading Competition and use the Services, Premia must collect, store, use, share, and otherwise process certain of your personal data. To learn more about why and how your information is used, please read the following Privacy Policy, which is utilized by the provider of Premia's user-interface and applies to all participants of the Trading Competition: https://defy.services/Privacy_Policy.pdf.

7. OTHER DISCLAIMERS

You use and accept the Services related to the Trading Competition at your own risk and at all times subject to the following disclaimers:

- The Trading Competition does not use any assets of actual value. Please understand that the competition is held on Arbitrum Goerli testnet and structured in order to simulate transactions involving assets of value, but the assets reflected in the Trading Competition do not have any "real world" value.
- The Services are each provided on an "as is" and "as available" basis without any express or implied warranties.
- No warranty is given that any information or content provided or made available by Premia is accurate, up to date, complete, or useful, that the Services will be operational, free from errors, secure, safe, or that the Services will function without disruptions, delays or imperfections.
- No warranty is given regarding the availability or uninterrupted use of the Services. From time to time, access may be interrupted, suspended or restricted, including because of a fault, error, or unforeseen circumstances, or because Premia is carrying out planned maintenance;
- Premia does not control, and is not responsible for controlling, how or when users use the Services.
- Premia is not responsible for and is not obligated to control the actions or information (including content) of users or other third parties. The forgoing disclaimers will apply to the fullest extent permitted by applicable law.

8. LIABILITY

Premia accepts liability for any losses you may suffer as a result of Premia not complying with obligations under the Terms with you, or as a result of Premia's negligence or fraud. For any other losses or damages for which Premia is found liable, Premia's aggregate liability towards you for all claims during Premia's relationship with you shall not exceed EUR 100. To the extent permitted by law, you agree to defend, indemnify, and hold harmless the Premia Group from and against all liabilities, damages, losses, and costs (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of Premia's Services; (b) your breach of Premia's Terms; or (c) any misrepresentation made by you.

9. TERMINATION OF THESE TERMS

Premia may, at any time, disable your access to the Services (either indefinitely or for a set period of time) and/or terminate your access and use of any or all of the Services (including any services of Premia's group companies) for any reason, including if any of the following occur:

- Premia suspects you are using the Services for, or permitting the Services to be used for, criminal or fraudulent purposes;
- Premia suspects you are located or established in a Restricted Country;
- Premia suspects someone is using your account without your authority;
- Premia suspects or identifies that you are not eligible to use the Services;
- your behaviour toward Premia's staff makes it difficult for Premia to deal with you;
- you do not accept any updated versions of these Terms; or
- Premia suspects you have violated these Terms.

You also have the right to cease using the Services at any time.

10. GENERAL

In addition to any other terms and conditions within these Terms, please be aware of the following:

- **Entire Agreement:** Unless stated otherwise by Premia, these Terms make up the entire agreement between you and Premia regarding your use of the Services.
- **Waiver:** Any waiver of any Terms or obligations or rights hereunder is not permitted without Premia's written consent.
- **Third Parties:** Except as stated or contemplated herein, these Terms do not give any third party any rights.
- **Severance:** If any provision of these Terms is deemed illegal, unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from Premia's Terms and shall not affect the validity and enforceability of the remaining provisions.
- **Governing Law and Jurisdiction:** Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter may only be pursued under the laws of the British Virgin Islands and within that jurisdiction.



VIII. Use of Interface Software Other than to Access and Utilize Services

Intellectual Property

Smart Contracts (Interact/Interface)

Pv3-Interface -> LGPLv3

Smart Contracts (Forked for Commercial/Non-Commercial Use)

Pv3-Interface

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Amendments and Updates

At Premia, we are committed to providing you with the most innovative and secure financial platform possible. To ensure you're always in the loop regarding our terms and conditions, we've implemented a seamless process for amendments and updates.

Every time you sign into the Premia platform, you implicitly re-agree with our terms and conditions. This means that you're automatically consenting to any recent amendments or updates we've made. We believe in informing you about changes that could affect your experience or interactions with the platform. Thus, you will see a Last Updated Date on the Signature request.

Staying updated is crucial to making the most of your financial journey with us. We recommend that you regularly review our terms and conditions to ensure you're aware of any modifications. Rest assured, any adjustments we make are aimed at enhancing your security, usability, and overall experience.

Thank you for choosing Premia as your partner in DeFi exploration. Your trust and engagement drive us to refine and improve our platform continuously.

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