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Risks

Our offerings rely on emerging technologies, such as ethereum. Some offerings are subject to increased risk through your potential misuse of things such as public/private key cryptography, or failing to properly update or run software to accommodate protocol upgrades, like the transition to proof of stake consensus. By using the offerings you explicitly acknowledge and accept these heightened risks. You represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems and upgrading your software and processes to accommodate protocol upgrades, and that you have a working knowledge of the usage and intricacies of digital assets such as ether (eth) and other digital tokens, such as those following the erc-20 token standard. In particular, you understand that we do not operate the ethereum protocol or any other blockchain protocol, communicate or execute protocol upgrades, or approve or process blockchain transactions on behalf of you. You further understand that blockchain protocols present their own risks of use, that supporting or participating in the protocol may result in losses if your participation violates certain protocol rules, that blockchain-based transactions are irreversible, that your private key and backup seed phrase must be kept secret at all times, that Fincake will not store a backup of, nor will be able to discover or recover, your private key or backup seed phrase, and that you are solely responsible for any approvals or permissions you provide by cryptographically signing blockchain messages or transactions.

You further understand and accept that digital tokens present market volatility risk, technical software risks, regulatory risks, and cybersecurity risks. You understand that the cost and speed of a blockchain-based system is variable, that cost may increase dramatically at any time, and that cost and speed is not within the capability of Fincake to control. You understand that protocol upgrades may inadvertently contain bugs or security vulnerabilities that may result in loss of functionality and ultimately funds.

You understand and accept that Fincake does not control any blockchain protocol, nor does Fincake control any smart contract that is not otherwise offered by Fincake as part of the offerings. You understand and accept that Fincake does not control and is not responsible for the transition of any blockchain protocol from proof of work to proof of stake consensus. you agree that you alone, and not Fincake, is responsible for any transactions that you engage in with regard to supporting any blockchain protocol whether through transaction validation or otherwise, or any transactions that you engage in with any third-party developed smart contract or token, including tokens that were created by a third party for the purpose of fraudulently misrepresenting affiliation with any blockchain project. You agree that Fincake is not responsible for the regulatory status or treatment of any digital assets

that you may access or transact with using Fincake offerings. You expressly assume full responsibility for all of the risks of accessing and using the offerings to interact with blockchain protocols.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.