

TERMS AND CONDITIONS FOR TALUS LABS, INC.

Effective Date: July 3rd, 2025

Last Updated: April 29, 2026

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY AS THEY GOVERN YOUR ACCESS TO AND USE OF THE TALUS PLATFORM, INCLUDING THE TALUS NETWORK BLOCKCHAIN INFRASTRUCTURE, NEXUS FRAMEWORK, DEVELOPER TOOLS, AND RELATED SERVICES OFFERED BY TALUS LABS, INC. ("TALUS," "COMPANY," "WE," OR "US").

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND TALUS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 20 "DISPUTE RESOLUTION" BELOW FOR DETAILS REGARDING ARBITRATION.

IMPORTANT NOTICE: BY ACCESSING, USING, OR PARTICIPATING IN THE TALUS PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS AND OUR [PRIVACY POLICY](#). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE ANY TALUS SERVICES.

1. DEFINITIONS

As used in these Terms, the following definitions apply:

"AI Agent" means an artificial intelligence-powered software entity with onchain identity, programmable logic, and the ability to execute automated workflows, manage digital assets, transact on blockchain networks, and interact with decentralized protocols without continuous human intervention.

"Digital Assets" means all forms of blockchain-based tokens, cryptocurrencies, non-fungible tokens, tokenized representations of AI agents, smart contracts, and other digital assets created, stored, managed, or transacted through the Services, including all derivative rights and interests therein.

"Nexus" or "Talus Protocol" or "Talus Network" means Talus's proprietary onchain agentic framework and execution engine that enables developers to build, deploy, and manage AI agents with automated workflows across Web3 ecosystems, providing integrated tools, interfaces, and protocols for agent development and operation.

"Services" means all Talus infrastructure, platforms, applications, websites, blockchain networks, developer tools, frameworks, APIs, documentation, and related offerings, including but

not limited to the Talus Network blockchain, Nexus framework, software development kits, developer tools, and websites operated by Talus and its subsidiaries.

"Smart Contracts" means self-executing contracts with terms directly written into code and deployed on blockchain networks, including those that govern AI agent operations, interactions, and economic activities.

"Subsidiary Services" means services provided by Talus's wholly-owned subsidiaries and affiliated platforms, which may be governed by additional or different terms of service while remaining part of the broader Talus platform.

"Talus Ecosystem" means the network of infrastructure, platforms, applications, AI agents, services, and economic activities operated by Talus and its subsidiaries.

"User Content" means any data, code, content, materials, feedback, suggestions, or other information that you submit, upload, post, transmit, or otherwise provide through the Services.

2. ACCEPTANCE OF TERMS AND BINDING AGREEMENT

By accessing, using, or participating in any aspect of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety, along with all applicable laws and regulations. These Terms constitute a legally binding agreement between you and Talus Labs, Inc., and govern your entire relationship with Talus regarding the use of the Services. Your acceptance of these Terms creates binding legal obligations and may affect your legal rights, including your right to resolve disputes in court.

These Terms apply to your use of all Talus infrastructure and core services, including but not limited to the Talus Network blockchain, Nexus framework, developer tools, APIs, documentation, and related platforms. While additional or different terms may apply to specific platforms or services operated by Talus subsidiaries, these Terms establish the foundational legal framework governing your relationship with Talus. In the event of any conflict between these Terms and subsidiary-specific terms, the subsidiary-specific terms shall control for that particular service, but only to the extent of the specific conflict, with these Terms remaining in full effect for all other matters.

We reserve the right to modify, amend, or update these Terms at any time in our sole discretion by posting updated Terms on our website or through the Services. Material changes that significantly affect your rights or obligations will be communicated through appropriate notice mechanisms, including email notification to your registered address, prominent notices within the Services, or other reasonable means of communication. Your continued use of the Services after such modifications constitutes your acceptance of the updated Terms. If you do not agree to any modifications, your sole remedy is to discontinue use of the Services and terminate your account.

3. ELIGIBILITY, COMPLIANCE, AND USER REPRESENTATIONS

You represent and warrant that you meet all eligibility requirements for using the Services and that all information you provide to Talus is accurate, complete, and current. You must be at least eighteen (18) years old and possess the legal capacity and authority to enter into these Terms under the laws of your jurisdiction. If you are accessing the Services on behalf of a legal entity, you represent and warrant that you have the authority to bind such entity to these Terms and that the entity is duly organized and validly existing under applicable laws.

You represent and warrant that you are not subject to economic or trade sanctions administered or enforced by any governmental authority, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, the United Kingdom, or any other relevant sanctioning authority. You further represent that you are not identified on any list of prohibited or restricted parties, including but not limited to the Specially Designated Nationals List, the Sectoral Sanctions Identifications List, the Foreign Sanctions Evaders List, or any other similar list maintained by any governmental authority.

You represent that you are not located in, under the control of, or a national or resident of any country or region subject to comprehensive sanctions or embargoes, including but not limited to Iran, North Korea, Syria, Cuba, or any other jurisdiction where the provision of Services would be prohibited under applicable law. Your use of the Services must comply with all applicable laws and regulations in your jurisdiction, including but not limited to securities laws, commodity regulations, anti-money laundering requirements, know-your-customer regulations, tax obligations, data protection laws, and any other applicable legal requirements.

You further represent and warrant that you possess sufficient technical understanding of blockchain technology, artificial intelligence systems, smart contracts, digital assets, and associated risks to use the Services responsibly and make informed decisions. You acknowledge that the Services involve experimental and rapidly evolving technology that carries inherent risks, and you assume full responsibility for evaluating the suitability of the Services for your intended purposes. You agree to comply with all applicable laws and regulations and to obtain any necessary licenses, permits, or approvals required for your use of the Services in your jurisdiction.

4. DESCRIPTION OF TALUS SERVICES

Talus develops and maintains blockchain infrastructure and tooling designed to enable the building, deployment, and operation of AI agents and workflows. The Services include the Talus Network blockchain, the Nexus framework, developer tools, and related platforms operated by Talus and its subsidiaries.

The Talus Network and Protocol is a proprietary onchain agentic framework and execution engine that enables AI agents to coordinate automated workflows across Web3 ecosystems. Nexus bridges APIs, smart contracts, and offchain data sources, providing AI agents with programmable capabilities, trustless operation, and financial functionality. The framework includes development tools, standardized interfaces, and economic primitives that enable developers to create AI agents capable of executing automated decisions, managing digital assets, executing multi-step workflows, and maintaining transparency and auditability of operations.

Our developer infrastructure encompasses tools, software development kits, application programming interfaces, documentation, and support services specifically designed to enable developers to build, deploy, and manage AI agents and applications within the Talus platform. The infrastructure includes debugging tools, performance monitoring systems, and integration libraries. We provide documentation, tutorials, best practices guides, and community support to enable developers to effectively use the Talus platform.

5. ARTIFICIAL INTELLIGENCE AGENTS AND AUTONOMOUS OPERATIONS

The Talus platform facilitates the creation and operation of autonomous AI agents capable of executing automated workflows, interacting with blockchain protocols, and engaging in

programmable economic activity. These AI agents operate through programmable logic deployed on-chain and are designed to function with minimal ongoing human intervention.

AI agents created through Talus infrastructure are designed to execute complex, multi-step workflows that may span extended periods and involve numerous interactions with various protocols, markets, and other agents. These agents may analyze conditions, execute programmatic decisions, manage digital asset portfolios, participate in decentralized governance, and adapt behavior based on changing conditions. The automated nature of these agents means that their specific actions, timing, and outcomes may be unpredictable and may not always align with user expectations or intentions, as agents execute their programmed logic within dynamic environments.

The economic functionality of AI agents within the Talus platform may encompass financial activities including but not limited to automated trading strategies, liquidity provision across multiple protocols, yield optimization, asset management, revenue generation, profit distribution to token holders, participation in decentralized governance decisions, and execution of complex financial instruments. These economic activities involve real financial value and carry inherent risks including market volatility, liquidity constraints, counterparty risks, smart contract vulnerabilities, and potential financial losses that may be substantial or total.

AI agents operate with transparency through onchain recording of activities, decisions, and transactions, providing auditability and verifiability of agent behavior. However, the complexity of AI decision-making processes, the interaction of multiple variables and market forces, and emergent behaviors that can arise from agent interactions may make it difficult or impossible to predict specific outcomes, behaviors, or performance metrics. Transparency provides visibility into agent actions but does not guarantee predictability or success of those actions.

AI agents may learn, adapt, and evolve over time through machine learning algorithms, interaction data analysis, performance feedback, and programmed improvement protocols. This evolution may result in changes to agent behavior, capabilities, and performance characteristics, potentially leading to outcomes that differ from initial programming or user expectations. The continuous learning and adaptation process may improve agent performance over time but also introduces additional unpredictability and risk factors that users must consider.

6. BLOCKCHAIN INFRASTRUCTURE, TECHNOLOGY RISKS, AND OPERATIONAL CONSIDERATIONS

The Talus Network and associated Services utilize blockchain and artificial intelligence technology that represents rapidly evolving domains, each carrying inherent risks, limitations, and uncertainties. The integration of AI and blockchain technology creates novel risk profiles and operational considerations that extend beyond traditional blockchain or AI applications.

The experimental nature of the technology underlying the Talus platform is significant. We are developing new approaches to automated AI operations, onchain execution frameworks, and decentralized economic systems that have limited historical precedent or established best practices. The technology may contain unknown vulnerabilities, design limitations, implementation bugs, or architectural flaws that could result in unexpected behavior, system failures, security breaches, or financial losses. The rapid pace of development in both AI and blockchain domains means that new risks, vulnerabilities, or limitations may emerge at any time, potentially affecting the operation, security, or viability of the Services.

Blockchain network risks encompass a broad range of potential issues that could significantly impact AI agent operations and user access to Services. These risks include but are not limited to network congestion that may delay or prevent transaction execution, transaction failures due to network conditions or smart contract issues, blockchain forks that could result in asset loss or duplication, consensus failures that may halt network operations, validator misconduct or coordinated attacks, protocol upgrades that may be incompatible with existing functionality, and governance disputes that could lead to network instability or fragmentation. The decentralized nature of blockchain networks means that resolution of such issues may be complex, time-consuming, or impossible.

Smart contract risks represent a significant concern given the complex nature of AI agent operations. Smart contracts governing AI agent operations may contain programming errors, logic flaws, security vulnerabilities, or design limitations that could result in unexpected behavior, loss of funds, unauthorized access to agent capabilities, manipulation of agent decision-making, or complete failure of agent functionality. The immutable nature of blockchain deployments means that smart contract errors may be difficult or impossible to correct without significant disruption to agent operations.

The consensus mechanisms and governance structures underlying the Talus Protocol are subject to various risks and limitations that could affect network operations, protocol rules, and user experience. Changes to consensus algorithms, governance decisions regarding protocol upgrades, validator behavior and incentive structures, and community governance processes may all impact the functionality, security, and economics of the network in ways that could be adverse to user interests.

Cross-chain and interoperability operations introduce additional layers of complexity and risk, as AI agents may need to interact with multiple blockchain networks, each with their own security models, operational characteristics, and risk profiles. Bridge protocols used for cross-chain operations may fail, be compromised, or operate incorrectly, potentially resulting in loss of assets or inability to complete intended transactions.

7. DEVELOPER TOOLS, PLATFORM USAGE, AND TECHNICAL INFRASTRUCTURE

Talus provides developer infrastructure and tools designed for building AI agent applications on the Talus platform. The developer ecosystem facilitates the creation of applications that leverage the capabilities of AI agents and blockchain technology while maintaining security, performance, and compliance standards.

The software development kits and application programming interfaces provided by Talus are designed to enable integration with the Nexus framework and Talus Network infrastructure, providing developers with tools for creating, deploying, and managing AI agents and related applications. These tools include libraries for agent development, standardized interfaces for common operations, and integration capabilities with external services and protocols. Developers utilizing these tools must adhere to established documentation, follow best practices for security and performance, and comply with applicable rate limits, usage restrictions, and fair use policies that ensure optimal platform performance for all users.

Application development within the Talus platform requires careful consideration of the unique characteristics of automated AI operations, including the need for robust error handling, comprehensive testing of agent behavior under various conditions, security measures to protect against manipulation or exploitation, and compliance with applicable legal and regulatory

requirements. Developers are responsible for ensuring that their applications do not infringe intellectual property rights, violate applicable laws or regulations, compromise platform security or stability, or interfere with the operations of other users or applications. Applications must be designed with appropriate safeguards to prevent unintended consequences from automated agent operations and must include mechanisms for monitoring and controlling agent behavior as required by applicable laws.

Resource management represents a critical consideration for developers building within the Talus platform, as AI agent operations may consume significant computational resources, require substantial transaction fees, and involve complex interactions with multiple protocols and services. Developers are responsible for optimizing their applications for efficient resource utilization, managing costs associated with agent operations, implementing appropriate scaling strategies to handle varying demand levels, and ensuring that resource consumption does not negatively impact platform performance or user experience.

Integration with third-party services represents both an opportunity and a responsibility for developers. Developers must carefully evaluate the security, reliability, and compliance characteristics of third-party services, implement appropriate error handling and fallback mechanisms for service failures, and ensure that integrations do not compromise the security or functionality of their applications or the broader platform. Third-party integrations are subject to the terms and conditions of those services, and developers are responsible for ensuring compliance with all applicable requirements.

Applications built on Talus infrastructure should adhere to standards for security, user experience, transparency, and responsible AI development practices. This includes implementing appropriate safeguards against bias, manipulation, or harmful behavior, providing clear documentation and disclosures about application functionality and limitations, respecting user privacy and data protection requirements, and contributing to the overall ecosystem through responsible development practices.

8. TOKENIZATION, DIGITAL ASSETS, AND ECONOMIC CONSIDERATIONS

The Talus platform, through the Nexus framework, may enable developers and users to create and interact with tokenized digital assets, including representations of AI agents, ownership interests in agent operations, and other on-chain assets generated through the Services. These tokenization capabilities are a feature of the company's infrastructure and developer tooling. Their availability does not constitute an offer, solicitation, or recommendation to acquire any digital asset, and Talus makes no representations regarding the value, performance, or regulatory status of any assets created or traded through the platform.

Digital assets carry significant risks. Assets created or transacted through the Services may be subject to extreme price volatility, total loss of value, liquidity constraints, smart contract vulnerabilities, regulatory actions, and market failures outside Talus's control. You are solely responsible for evaluating those risks before using tokenization features and for complying with all applicable laws in your jurisdiction, including securities regulations, commodity rules, anti-money laundering requirements, tax obligations, and any other legal framework that applies to your activities. Talus does not provide legal, financial, or tax advice, and nothing in these Terms should be construed as such.

Protocol-layer matters, including token acquisition, token sale, staking mechanics, validator participation, on-chain governance, and token holder rights and obligations are governed exclusively by the [Talus Foundation Terms and Conditions](#), which are separate from these Terms. In the event of any conflict between these Terms and the Foundation Terms regarding protocol or token matters, the Foundation Terms control.

9. USER RESPONSIBILITIES, PROHIBITED ACTIVITIES, AND COMPLIANCE OBLIGATIONS

Your use of the Talus platform carries significant responsibilities and obligations that are essential for maintaining the security, integrity, and legal compliance of the platform and protecting the interests of all participants.

Legal compliance represents a fundamental obligation that encompasses adherence to all applicable laws and regulations in your jurisdiction, including but not limited to financial services regulations, securities and commodity laws, anti-money laundering and know-your-customer requirements, tax obligations and reporting requirements, data protection and privacy laws, export control and sanctions regulations, and any other applicable legal frameworks. You are solely responsible for understanding the legal and regulatory landscape in your jurisdiction and ensuring that your use of the Services complies with all applicable requirements. This includes obtaining any necessary licenses, permits, or approvals required for your activities, implementing appropriate compliance procedures and controls, maintaining accurate records of your activities, and cooperating with any regulatory inquiries or investigations.

Prohibited activities include but are not limited to using the Services for money laundering, terrorist financing, sanctions evasion, fraud, market manipulation, or any other illegal activities under applicable law. You are strictly prohibited from engaging in any form of market manipulation, including wash trading, spoofing, front-running, insider trading, or coordinated manipulation schemes designed to artificially influence the price, trading volume, or market dynamics of digital assets.

Technical attacks and security violations are strictly prohibited and include any attempts to compromise, interfere with, or disrupt the security, functionality, or availability of the Services through hacking, denial of service attacks, exploitation of vulnerabilities, unauthorized access attempts, or any other malicious technical activities. You are prohibited from attempting to gain unauthorized access to any systems, networks, accounts, or data associated with the Services, including other users' accounts, administrative functions, or sensitive platform infrastructure. Any attempts to reverse engineer, decompile, or extract proprietary algorithms, AI models, or other intellectual property are strictly forbidden.

Intellectual property violations represent serious breaches of these Terms and include any unauthorized use, copying, distribution, modification, or exploitation of proprietary technology, content, or other intellectual property belonging to Talus or third parties. You are required to respect all intellectual property rights and obtain appropriate permissions before using any third-party content or technology.

Spam, abuse, and harmful behavior are prohibited in all forms, including but not limited to sending unsolicited communications, engaging in harassing or abusive behavior toward other users, distributing malicious content or software, creating fake accounts or misleading representations, or engaging in any activities designed to harm, defraud, or exploit other users or the platform.

Agent misuse represents a specific category of prohibited activity that includes attempts to manipulate AI agent behavior through unauthorized means, circumvent agent security measures or operational controls, use agents for purposes that violate these Terms or applicable laws, or attempt to extract or reverse engineer proprietary AI models, algorithms, or training data. You are required to use AI agents only for their intended purposes and in accordance with established guidelines and best practices for responsible AI deployment and management.

10. INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY TECHNOLOGY, AND LICENSING

Talus maintains comprehensive intellectual property rights in all aspects of the Services, representing significant investments in research, development, and innovation. These rights encompass proprietary software, algorithms, artificial intelligence models, blockchain protocols, user interfaces, documentation, trademarks, trade secrets, and other technological innovations that constitute the core value and competitive advantages of the Talus platform.

The proprietary technology underlying the Talus Network blockchain infrastructure, including the network protocol, consensus mechanisms, virtual machine implementations, cross-chain interoperability solutions, and specialized optimizations for AI agent operations, represents innovations protected by various forms of intellectual property rights including patents, copyrights, trade secrets, and proprietary licensing arrangements.

The Nexus framework and associated development tools represent sophisticated software systems incorporating advanced algorithms, artificial intelligence models, security protocols, and integration capabilities that enable the creation and management of AI agents. The intellectual property rights in these systems include the underlying software architecture, machine learning models and training methodologies, security frameworks and cryptographic implementations, user interface designs, and comprehensive documentation and educational materials.

Open source components and community contributions play an important role in the Talus platform, with certain components potentially being released under various open source licenses that facilitate community development and innovation while maintaining appropriate intellectual property protections for core proprietary technology. The use of open source components is subject to the terms and conditions of their respective licenses. However, the availability of open source components does not affect Talus's ownership and protection of proprietary components, algorithms, and innovations.

The limited license granted to users for accessing and using the Services is personal, non-exclusive, non-transferable, and revocable, permitting users to access and use the Services for their intended purposes in accordance with these Terms and applicable documentation. The license does not convey any ownership rights in the underlying technology, algorithms, or intellectual property, and users are prohibited from attempting to reverse engineer, extract, or misappropriate any proprietary technology or information.

Users retain ownership of their original contributions and creations made using Talus infrastructure and tools, but by submitting content through the Services, users grant Talus certain rights necessary to operate, improve, and promote the platform. These rights include the ability to use, reproduce, modify, adapt, publish, distribute, and display user content as necessary for platform operations, service improvement, and ecosystem development.

Intellectual property rights in AI agents created using Talus infrastructure involve complex considerations related to the contributions of the platform, user inputs, training data, and

algorithmic innovations that collectively enable agent functionality. Users should carefully review applicable terms and documentation to understand the intellectual property implications of their specific use cases and agent development activities.

11. SUBSIDIARY SERVICES, THIRD-PARTY INTEGRATIONS, AND ECOSYSTEM PARTNERSHIPS

The Talus platform operates through subsidiary platforms, third-party integrations, and strategic partnerships that collectively enable AI agent operations and decentralized economic activities. These relationships and integrations are essential for providing users with access to capabilities and opportunities available within the broader AI and blockchain landscape while maintaining appropriate security, compliance, and operational standards.

Subsidiary platforms operated by Talus's wholly-owned subsidiaries provide specialized services and capabilities that complement the core infrastructure while addressing specific use cases, market segments, or functional requirements. These subsidiary services may include consumer-facing applications, specialized developer tools, industry-specific solutions, or experimental platforms. While subsidiary services are part of the broader Talus platform and benefit from shared infrastructure and capabilities, they may be governed by specific terms and conditions, privacy policies, and operational procedures that reflect their unique characteristics and requirements.

Users engaging with subsidiary services should carefully review the specific terms and conditions applicable to those platforms while understanding that their overall relationship with Talus remains governed by these Terms for core infrastructure services.

Third-party integrations enable AI agents and applications to interact with external protocols, data sources, financial services, and other blockchain networks. These integrations are designed and implemented to maintain security and operational integrity while providing access to external resources and services. The security and reliability considerations for third-party integrations require comprehensive evaluation and ongoing monitoring to ensure that external dependencies do not compromise the security, performance, or compliance of the Talus platform.

Strategic partnerships and ecosystem alliances expand the capabilities and reach of the Talus platform while providing users with access to a broader range of services, markets, and opportunities. These partnerships may include collaborations with other blockchain networks to enable cross-chain operations, integrations with decentralized finance protocols, partnerships with data providers, and collaborations with other AI platforms. Due diligence and risk management processes for partnerships and integrations involve evaluation of potential partners' technical capabilities, security practices, compliance procedures, financial stability, and strategic alignment.

12. PRIVACY, DATA PROTECTION, AND INFORMATION SECURITY

Privacy and data protection within the Talus platform involve complex considerations that arise from the intersection of artificial intelligence operations, blockchain technology, cross-platform integrations, and evolving global privacy regulations. The approach to privacy and data protection is governed by our detailed Privacy Policy, which is incorporated into these Terms by reference and provides specific information about data collection, processing, sharing, and protection practices across all components of the platform.

Certain information including transaction data, smart contract interactions, and AI agent activities may be recorded on public blockchains and become permanently and publicly accessible. While blockchain technology provides enhanced security and auditability through cryptographic protections and decentralized storage, it also creates immutable records that may contain personally identifiable information or sensitive business data that cannot be easily modified or deleted in response to privacy requests or regulatory requirements.

Data collected from user interactions, AI agent activities, platform usage patterns, and external data sources may be used to improve AI models, enhance agent capabilities, develop new features, and optimize platform performance. The use of data for AI training and improvement purposes is subject to appropriate privacy protections, user consent mechanisms, and compliance with applicable data protection laws, including provisions for data anonymization, aggregation, and minimization where appropriate.

International data transfer and processing considerations are important given the global nature of blockchain networks and the international user base, requiring compliance with various national and regional data protection frameworks including the European Union's General Data Protection Regulation, the California Consumer Privacy Act, and other applicable privacy laws.

13. COMPREHENSIVE DISCLAIMERS AND RISK ACKNOWLEDGMENT

The provision of Services involves numerous risks, limitations, and uncertainties that users must understand and acknowledge before engaging with the platform. These disclaimers are intended to ensure that users have a comprehensive understanding of the risks and limitations inherent in technology that combines artificial intelligence, blockchain infrastructure, and automated economic systems.

The Services are provided on an "as is" and "as available" basis. Talus makes no representations or warranties regarding the performance, reliability, availability, security, accuracy, or completeness of any aspect of the platform, and users assume full responsibility for evaluating the suitability of the Services for their intended purposes. This disclaimer encompasses all components of the platform including blockchain infrastructure, AI agent functionality, smart contract operations, user interfaces, documentation, and any other services or features provided through the platform.

The experimental nature of the technology underlying the Talus platform is significant. The integration of artificial intelligence and blockchain technology represents a rapidly evolving field with limited historical precedent and established best practices. The technology may contain unknown risks, vulnerabilities, or limitations that could result in unexpected behavior, system failures, security breaches, financial losses, or other adverse outcomes.

Artificial intelligence limitations and risks encompass the inherent unpredictability of AI systems, the potential for bias or discrimination in AI decision-making processes, the possibility of AI agents producing harmful, inaccurate, or inappropriate outputs despite safety measures and quality controls, and the complex emergent behaviors that may arise from AI agent interactions and automated operations. AI-generated content and decisions should not be relied upon for critical purposes without independent verification and human oversight.

Blockchain and distributed ledger technology risks include the immutable nature of blockchain transactions that prevents correction of errors or unauthorized transactions, the potential for smart contract vulnerabilities or failures that could result in loss of funds or functionality, the possibility

of blockchain forks, consensus failures, or network attacks that could affect asset ownership or accessibility, and the regulatory uncertainty surrounding blockchain technology.

DISCLAIMER OF WARRANTIES: THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TALUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TALUS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF TALUS'S OBLIGATIONS UNDER THESE TERMS.

14. LIMITATION OF LIABILITY AND DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TALUS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF DIGITAL ASSETS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT TALUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL TALUS'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, YOUR USE OF THE SERVICES, OR ANY BREACH OF THESE TERMS EXCEED THE GREATER OF (I) THE AMOUNT YOU PAID TO TALUS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (II) ONE THOUSAND U.S. DOLLARS (\$1,000). THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The limitations and exclusions of liability set forth in these Terms reflect the allocation of risk between you and Talus and represent an essential element of the basis of the bargain between the parties. The Services would not be provided without these limitations, and you acknowledge that the fees charged by Talus, if any, reflect these allocations of risk and limitations of liability. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you to the extent prohibited by applicable law, but they shall be enforced to the maximum extent permitted by law.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Talus Labs, Inc. and its officers, directors, employees, agents, affiliates, subsidiaries, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to your use of the Services, your breach of these Terms, your violation of applicable

laws or regulations, your User Content, your AI agent activities, your violation of any third-party rights, or any negligent or wrongful conduct by you or anyone acting on your behalf.

Your indemnification obligations include but are not limited to claims arising from your development or operation of applications using Talus infrastructure, your creation or operation of AI agents, your participation in tokenization activities, your economic transactions within the platform, your violation of intellectual property rights, your failure to comply with applicable securities, commodity, or financial services laws, and any damages or losses resulting from your automated AI agent operations or economic activities.

Talus reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you shall cooperate fully with Talus in asserting any available defenses and in the conduct of such defense. You shall not settle any claim subject to indemnification without Talus's prior written consent. This indemnification obligation shall survive termination of these Terms and your use of the Services.

16. TERMINATION AND EFFECT OF TERMINATION

These Terms shall remain in effect until terminated by either party in accordance with the provisions set forth herein. You may terminate these Terms at any time by discontinuing use of all Services, closing your accounts, and ceasing all activities within the Talus platform. However, certain obligations and provisions shall survive termination as specified herein.

Talus may terminate or suspend your access to the Services immediately and without prior notice for any reason in its sole discretion, including but not limited to your breach of these Terms, violation of applicable laws or regulations, suspected fraudulent or illegal activity, failure to comply with identity verification or regulatory requirements, actions that pose risks to the security or integrity of the Services, extended periods of inactivity, or discontinuation of Services or specific features. Talus may also terminate these Terms or specific Services with reasonable advance notice for business or strategic reasons.

Upon termination for any reason, your right to access and use the Services immediately ceases, and you must discontinue all use of the Services and delete any downloaded or cached materials. However, your obligations under these Terms shall survive termination, including but not limited to payment obligations, intellectual property restrictions, confidentiality obligations, indemnification provisions, limitation of liability, dispute resolution requirements, and any other provisions that by their nature are intended to survive termination.

Due to the decentralized and automated nature of blockchain technology and AI agents, certain aspects of your activities may continue to exist and operate independently of these Terms following termination, subject to the underlying smart contracts, blockchain protocols, and automated agent programming. Talus shall have no obligation to maintain, support, or provide access to any terminated accounts or Services, and may delete or destroy any data or content associated with terminated accounts in accordance with applicable data retention policies and legal requirements.

17. REGULATORY COMPLIANCE AND EVOLVING LEGAL FRAMEWORKS

You acknowledge and understand that the regulatory environment for blockchain technology, digital assets, artificial intelligence systems, and automated economic activities is rapidly evolving

and highly complex, with different jurisdictions taking varying approaches to regulation and compliance requirements. The legal and regulatory landscape may change significantly during your use of the Services, potentially affecting the availability, functionality, or legal status of the Services in various jurisdictions.

You are solely responsible for ensuring compliance with all applicable laws and regulations in your jurisdiction and any other jurisdictions where your activities may have legal implications. This includes but is not limited to securities laws and regulations that may apply to digital assets or tokenized AI agents, commodity regulations governing trading and market activities, anti-money laundering and know-your-customer requirements, tax obligations including income, capital gains, and transaction reporting, data protection and privacy laws governing the collection and processing of personal information, export control and sanctions regulations that may restrict access or activities, financial services regulations that may apply to certain activities or business models, and artificial intelligence governance frameworks that may impose requirements on AI development or deployment.

Talus may implement additional compliance measures, modify Services, impose geographic restrictions, suspend or terminate accounts, or take other actions as required by applicable laws, regulatory guidance, court orders, or legal processes. You agree to cooperate fully with such measures and acknowledge that non-compliance with legal or regulatory requirements may result in immediate suspension or termination of your access to the Services without prior notice.

You further acknowledge that Talus may be required to cooperate with law enforcement agencies, regulatory authorities, tax authorities, and other government entities, including providing information about users, transactions, and activities when legally compelled to do so through valid legal processes.

18. MODIFICATION OF SERVICES AND PLATFORM EVOLUTION

Talus reserves the right to modify, update, suspend, or discontinue any aspect of the Services at any time and for any reason in its sole discretion, with or without prior notice to users. The rapidly evolving nature of artificial intelligence and blockchain technology, changing regulatory requirements, security considerations, and business needs may require significant modifications to the Services that could affect functionality, availability, or user experience.

Modifications to the Services may include but are not limited to adding new features, capabilities, or supported blockchain networks, removing or modifying existing features or functionalities, changing fee structures, rate limits, or usage restrictions, updating AI models, algorithms, or smart contracts, implementing new security measures or compliance requirements, modifying blockchain protocols or network parameters, changing user interface designs or user experience flows, and integrating with new third-party services or protocols.

Significant changes that materially affect core functionality or user rights will be communicated through appropriate channels including email notifications, in-platform announcements, website updates, or other reasonable means of communication. However, day-to-day improvements, routine maintenance, security updates, and minor feature modifications may occur without specific notice to users.

You acknowledge that the Services may evolve significantly over time and that such evolution is within Talus's discretion as the service provider. You agree that Talus shall have no liability for any modifications to the Services, even if such modifications result in loss of functionality, incompatibility with existing applications, or other adverse effects on your use of the Services.

19. GOVERNING LAW AND JURISDICTION

These Terms and any disputes arising out of or relating to these Terms or the Services shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions that might apply the laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

You agree that any litigation not subject to the arbitration provisions set forth below shall be brought exclusively in the state and federal courts located in Delaware, United States, and you hereby consent to the personal jurisdiction of such courts and waive any objection to venue in such courts. This choice of law and jurisdiction is intended to provide certainty and consistency in the interpretation and enforcement of these Terms while recognizing the international nature of the Services and user base.

The application of Delaware law is intended to provide a stable and predictable legal framework for the interpretation of these Terms, particularly given the innovative nature of the technology and business model involved. Delaware's well-developed body of corporate and commercial law provides appropriate guidance for the complex legal issues that may arise in connection with blockchain technology, artificial intelligence systems, and digital asset activities.

20. DISPUTE RESOLUTION AND ARBITRATION

MANDATORY ARBITRATION: Except as otherwise provided in this section, any dispute, claim, or controversy arising out of or relating to these Terms, the Services, your relationship with Talus, or any other aspect of your interaction with the Talus platform (collectively, "Disputes") shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Consumer Arbitration Rules then in effect, except as modified by the provisions of this section.

ARBITRATION PROCEDURES: The arbitration shall be conducted by a single arbitrator in Delaware, United States, using the English language. The arbitrator shall be selected in accordance with AAA procedures and shall have experience in technology, blockchain, or commercial disputes. The arbitrator's decision shall be final and binding on all parties and may be enforced in any court of competent jurisdiction. The arbitrator shall have the authority to grant any relief that would be available in court, including declaratory, injunctive, and monetary relief.

CLASS ACTION AND COLLECTIVE ACTION WAIVER: You and Talus agree that all Disputes shall be resolved through individual arbitration and that neither party may bring claims as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Neither party may consolidate or join more than one person's or entity's claims in the same arbitration proceeding unless all affected parties agree in writing. You and Talus expressly waive any right to bring, join, or participate in any Class Action against the other party.

EXCEPTIONS TO ARBITRATION: Notwithstanding the mandatory arbitration provision, the following types of Disputes are not subject to arbitration and may be brought in court: (a) disputes seeking emergency injunctive relief to protect intellectual property rights, prevent irreparable harm, or preserve the status quo; (b) disputes that fall within the jurisdiction of small claims courts, provided they remain in such court and proceed only on an individual basis; (c) disputes related

to the validity, enforceability, or scope of intellectual property rights; and (d) disputes regarding the interpretation or enforcement of the arbitration provision itself.

COSTS AND FEES: Each party shall bear its own attorneys' fees and costs in arbitration unless the arbitrator determines that an award of fees is appropriate under applicable law. If you demonstrate that the costs of arbitration will be prohibitive compared to litigation costs, Talus will pay as much of the filing and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

TIME LIMITATIONS: Any Dispute must be commenced within one (1) year after the cause of action arises, or such Dispute shall be permanently barred. This limitation period applies regardless of whether the underlying facts giving rise to the Dispute were known or should have been known earlier.

SEVERABILITY OF ARBITRATION PROVISION: If any portion of this arbitration provision is deemed invalid or unenforceable, the remainder shall remain in effect, except that if the Class Action waiver is deemed invalid or unenforceable, the entire arbitration provision shall be null and void.

21. MISCELLANEOUS PROVISIONS

ENTIRE AGREEMENT: These Terms, together with our Privacy Policy and any other agreements, policies, or documents expressly incorporated by reference, constitute the sole and entire agreement between you and Talus regarding the Services and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, whether written or oral, relating to the subject matter hereof.

AMENDMENTS: Talus reserves the right to modify these Terms at any time by posting updated Terms on the website or through the Services. Material changes will be communicated through appropriate notice mechanisms. Your continued use of the Services after any modifications constitutes acceptance of the updated Terms. If you do not agree to any modifications, you must discontinue use of the Services.

SEVERABILITY: If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if such modification is not possible, such provision shall be severed from these Terms. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision, and the remaining provisions shall continue in full force and effect.

WAIVER: No waiver by Talus of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by Talus to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of Talus.

ASSIGNMENT: You may not assign, transfer, or delegate any of your rights or obligations under these Terms without the prior written consent of Talus, and any attempted assignment, transfer, or delegation without such consent shall be null and void. Talus may freely assign, transfer, or delegate its rights and obligations under these Terms, in whole or in part, without restriction and without prior notice to you.

FORCE MAJEURE: Talus shall not be liable for any failure or delay in performance under these Terms that is due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemic, government actions, labor disputes, network failures, blockchain protocol changes, cyber attacks, or failures of third-party service providers.

SURVIVAL: The following provisions shall survive termination of these Terms: intellectual property rights, user obligations, payment obligations, disclaimers, limitation of liability, indemnification, governing law, dispute resolution, and any other provisions that by their nature are intended to survive termination.

HEADINGS: The headings and captions used in these Terms are for convenience only and shall not affect the interpretation of these Terms.

LANGUAGE: These Terms are written in English. Any translations provided are for convenience only, and in the event of any conflict between the English version and any translation, the English version shall control.

ELECTRONIC COMMUNICATIONS: You consent to receive communications from Talus electronically, including via email, through the Services, or by posting notices on our website. You agree that all agreements, notices, disclosures, and other communications that Talus provides to you electronically satisfy any legal requirement that such communications be in writing.

INDEPENDENT CONTRACTORS: The relationship between you and Talus is that of independent contractors. Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between the parties.

22. CONTACT INFORMATION AND LEGAL NOTICES

For questions about these Terms, to report violations, or for legal inquiries, please contact us:

Email: hi@taluslabs.xyz

Website: <https://talus.network>

Address: 6000 Island Blvd. Aventura, FL 33160

All legal notices, including service of process, must be sent to the above email address or physical address. Electronic communications to the email address shall be deemed received when sent, provided that the sender receives no automated rejection or bounce-back message.

ACKNOWLEDGMENT AND AGREEMENT

BY ACCESSING, DOWNLOADING, INSTALLING, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS IN THEIR ENTIRETY, UNDERSTAND THEM, AND AGREE TO BE BOUND BY ALL PROVISIONS CONTAINED

HEREIN. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND TALUS LABS, INC. AND THAT YOUR USE OF THE SERVICES IS SUBJECT TO ALL TERMS AND CONDITIONS SET FORTH ABOVE.

IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE SERVICES.