

# **TAKE Foundation - Services Terms and Conditions**

**Effective Date:** 29 August 2025

## **Introduction**

These Terms and Conditions ("Terms") govern your access to and use of the services provided by TAKE Foundation ("the Foundation," "we," "us," or "our"), a foundation company established in the Cayman Islands. These services include the Staking Service and the Staking + Trading Events as further described below (collectively, the "Services").

By accessing or using our Services, you ("User," "you," "your") agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Services.

## **Part 1: General Terms**

### **1. Definitions**

- **"Staking":** The act of a User actively participating in a blockchain network's consensus mechanism by committing their digital assets. This participation contributes to the **security and operations of the protocol**, for which the protocol itself may generate rewards.
- **"Staking Service":** The **technical interface and service** offered by the Foundation that enables Users to more easily participate in Staking. The Foundation acts as a **third-party service provider and technical facilitator**.
- **"Staking + Trading Event":** An optional and **limited-time promotional program** offered by the Foundation to eligible Users. The rewards from this program are separate from and independent of any Protocol Rewards.
- **"Protocol Reward(s)":** Digital assets that are generated **by the underlying blockchain protocol** as a result of a User's active participation in Staking. The Foundation's service facilitates the collection and distribution of these rewards to the User.
- **"Season":** A defined period of time, determined by the Foundation, used for the calculation and distribution of Protocol Rewards.
- **"Wallet Address":** The unique public key address of your digital asset wallet that you provide to interact with the Services.

### **2. Eligibility**

You must be of legal age in your jurisdiction and have the full right, power, and authority to enter into and comply with these Terms. You are responsible for ensuring your use of the Services complies with all applicable laws and regulations.

### **3. User Data and Privacy**

- **Information We Collect:** To provide the Services, we collect your public Wallet Address. We also collect staking and TAKE token transaction volume information associated with that Wallet Address. We do not collect or store your private keys, passwords, or any other personally identifiable information.
- **Use of Information:** Your Wallet Address is used solely to verify your participation, calculate your eligible Protocol Rewards, track participation in Staking + Trading Events, and distribute such rewards.
- **Data Security:** We implement reasonable security measures to protect the information we collect. However, you acknowledge that no security system is impenetrable.

### **4. User Responsibilities**

- **Wallet Security:** You are solely responsible for the security of your wallet, including the management and safeguarding of your private keys. The Foundation will never ask you for your private keys. Any loss or compromise of your digital assets due to poor security practices on your part is your sole responsibility.
- **Compliance:** You agree to comply with all applicable laws and regulations, including but not limited to, those related to anti-money laundering (AML) and countering the financing of terrorism (CFT).

### **5. Risk Disclosures**

- **No Investment Advice:** The information provided in connection with the Services is for informational purposes only and should not be construed as financial, investment, or legal advice. **The digital assets available for Staking are not shares, securities, or any form of investment product offered by the Foundation.**
- **No Expectation of Profit from the Foundation's Efforts:** The primary purpose of Staking through the Services is to enable Users to participate in and support the underlying blockchain networks. Any potential Protocol Rewards are a byproduct of this active participation and are dependent on the rules and performance of the network protocol itself. **Users acknowledge that they**

**should have no expectation of profit, appreciation, or returns derived from the entrepreneurial or managerial efforts of the Foundation.** The Foundation's role is strictly limited to that of a technical service provider.

- **Volatility of Digital Assets:** You acknowledge that the value of digital assets is highly volatile. By using the Services, you accept the risk of potential financial loss.
- **Technology Risks:** The Services rely on emerging technologies such as blockchain and smart contracts. You acknowledge and accept the risks associated with potential software vulnerabilities, smart contract bugs, or network failures.
- **Third-Party Platforms:** The Staking + Trading Event involves the use of third-party DEXs (e.g., PancakeSwap, Momentum DEX). We do not control these platforms and are not responsible for any risks or losses incurred from their use.

## **Part 2: Staking Service**

### **6. Description of Staking Service**

The Staking Service provides a technical interface that enables Users to participate in Staking on various blockchain networks. The details of eligible assets and any minimum Staking requirements will be provided on our official service platform.

### **7. Protocol Rewards**

- **Source and Distribution of Protocol Rewards:** Protocol Rewards are generated by the underlying blockchain protocol, not by the Foundation. The amount of rewards generated is dependent on the protocol's rules and the User's level of participation. The Foundation facilitates the collection of Protocol Rewards generated by Users' staked assets and distributes them. The total amount of distributable Protocol Rewards in a Season depends on the collective rewards generated by the protocol from all participating Users' assets.
- **Distribution Formula:** The Protocol Rewards allocated to you for a given Season are calculated based on a formula that considers your proportional contribution to the total Staking pool over time. It is determined as follows:

### Staking Reward Formula

$$R_i = \sum_{t=t_{start}}^{t_{end}} \frac{R}{T} \times \frac{S_i(t)}{S_{tot}(t)}$$

### Where

$R_i$  = User  $i$ 's total reward

$R$  = Total reward pool for the month

$T$  = Total duration of the month (in seconds)

$S_i(t)$  = User  $i$ 's staked amount at second  $t$

$S_{tot}(t)$  = Total staked amount at second  $t$

$t_{start}, t_{end}$  = User's staking start and end times

$M_i$  = Individual multiplier based on the staking lock – up period

- **Changes:** The total distributable Protocol Rewards for any future Season may vary based on the performance and rules of the underlying blockchain protocols. The Foundation reserves the right to update the method for calculating the distribution of Protocol Rewards, and any such changes will be communicated to Users in advance through official channels.

## Part 3: Staking + Trading Event

### 8. Description of the Event

This is an optional and limited-time promotional program for Users who are actively participating in the Staking Service. The event allows eligible Users to earn additional promotional rewards based on their trading volume on designated third-party DEXs. Rewards from this program are separate from and independent of any Protocol Rewards.

### 9. Event Rules and Promotional Rewards

- **Eligibility:** Only Users with an active Stake in the Staking Service are eligible to participate.
- **Trading Volume:** The Foundation will track the trading volume associated with the User's registered Wallet Address on specified DEXs (e.g., PancakeSwap, Momentum DEX). The specific trading pairs and criteria for calculating volume will be defined in the official announcement for each event.

- **Reward Allocation:** Promotional rewards for this event are based on the User's qualifying trading volume. The exact structure (e.g., tiered rewards, ranking-based rewards) and the total reward pool for the promotion will be announced at the beginning of each event.

## Part 4: Legal Provisions

### 10. Limitation of Liability

To the fullest extent permitted by law, the Foundation shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Services; (b) any conduct or content of any third party on the Services; or (c) unauthorized access, use, or alteration of your transmissions or content.

### 11. Indemnification

You agree to indemnify and hold harmless the Foundation, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms.

### 12. Modification of Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### 13. Governing Law and Dispute Resolution

- **Governing Law:** These Terms and any dispute or claim 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 the Cayman Islands, without regard to its conflict of law provisions.
- **Dispute Resolution:** The parties shall attempt to resolve any dispute arising out of or relating to these Terms through friendly negotiations. If the dispute is not resolved within thirty (30) days of the initial negotiation, the parties agree to submit the dispute to the exclusive jurisdiction of the courts of the Cayman Islands.