

# Owlto TOS

## Term of Service

Welcome to <https://owlto.finance>, a website-hosted user interface (the “Site” ) provided by Owlto Finance (“ we,” ” our,” or” us” ). The Site provides access to a blockchain protocol that allows users to transfer local digital assets within the Ethereum network. The Site provides access to the Protocol and assists users in interacting with the Protocol, but is distinct from the Protocol itself.

Please review these Terms of Use of Owlto (the “Terms” ) carefully, as they set forth legally binding terms and conditions between you and Owlto that govern your use of (a) the website located at <https://owlto.finance> (the “Website” ); and (b) the Owlto Smart Contracts (including related trademarks, and other intellectual property (together, the “Owlto Services” ) whether such use is via the Website or, command line, locally installed programs, Software Development Kits, software code and blockchain and smart contract.

By accessing or using the Site, you acknowledge that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or use the Site and must not use the Site.

The access or use of the Site and any of the Services is void where such access or use is prohibited by, would constitute a violation of, or would be subject to penalties under applicable Laws, and shall not be the basis for the assertion or recognition of any interest, right, remedy, power, or privilege.

**BY MAKING USE OF OWLTO SERVICES, YOU ACKNOWLEDGE AND AGREE THAT: (1) YOU ARE AWARE OF THE RISKS ASSOCIATED WITH TRANSACTIONS OF DIGITAL CURRENCIES ; (2) YOU SHALL ASSUME ALL RISKS RELATED TO THE USE OF OWLTO SERVICES AND TRANSACTIONS OF DIGITAL CURRENCIES; AND (3) OWLTO SHALL NOT BE LIABLE FOR ANY SUCH RISKS OR ADVERSE OUTCOMES.**

## I. Definitions:

In these Terms of Service and all documents incorporated herein by reference, the following words have the following meanings unless otherwise indicated:

**Owlto Services** including the Website, cross-chain bridge and smart contract functionalities, etc. Owlto is a decentralized Cross-Rollup bridge specifically designed based on the Ethereum L2 Rollup solution, providing a low-cost, secure, and fast asset transfer solution.

**Users** refer to all individuals, institutions or organizations that access, download or use Owlto Services and who meet the criteria and conditions stipulated by Owlto.

**AML** means anti-money laundering, including all applicable Laws prohibiting money laundering or any acts or attempted acts to conceal or disguise the identity or origin of; change the form of; or move, transfer, or transport, illicit proceeds, property, funds, fiat currency, or Digital Tokens.

**CFT** means countering the financing of terrorism.

**Digital Currencies** refer to encrypted or digital tokens or crypto currencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.

**Digital Tokens Wallet** means a third party software application (or other mechanism) that provides a means for holding, storing, and transferring Digital Tokens. We do not provide users with Digital Tokens Wallets and users must obtain a Digital Tokens Wallet from a third party provider when accessing the Protocol through the Site.

**Sanctions List** means the “Specially Designated Nationals and Blocked Persons” ( “SDN” ) List and the Non-SDN Lists, including the “Sectoral Sanctions Identifications List,” published by the U.S. Department of the Treasury’ s Office of Foreign Assets Control ( “OFAC” ); the Section 311 Special Measures for Jurisdictions, Financial Institutions, or International Transactions of Primary Money Laundering Concern published by the U.S. Department of the Treasury’ s Financial Crimes Enforcement Network ( “FinCEN” ); and, any other foreign terrorist organization or other sanctioned, restricted, or debarred party list published under Economic Sanctions, AML, or CFT Laws of or by Governments of the United States, European Union, United Kingdom, or the United Nations.

**Sanctioned Person** refers to any Person that is: (i) specifically listed in any Sanctions List; (ii) directly or indirectly owned 50 percent or more by any Person or group of Persons in the aggregate listed in any Sanctions List, (iii) Government or Government Official of any Prohibited Jurisdiction; or (iv) that is otherwise sanctioned, restricted, or penalized under applicable economic sanctions, AML, or CFT Laws.

## II. General

### 1.About These Terms

#### a.Contractual Relationship

These Terms constitute a legal agreement and create a binding contract between you and Owlto.

#### b.Changes to These Terms

Owlto reserves the right to change or modify these Terms in its discretion at any time.ANY AND ALL MODIFICATIONS OR CHANGES TO THESE TERMS WILL BECOME EFFECTIVE UPON PUBLICATION ON THE WEBSITE OR RELEASE TO USERS. THEREFORE, YOUR CONTINUED USE OF

OWLTO SERVICES IS DEEMED YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT AND RULES. IF YOU DO NOT AGREE TO ANY CHANGES TO THESE TERMS, YOU MUST STOP USING OWLTO SERVICES IMMEDIATELY. YOU ARE RECOMMENDED TO FREQUENTLY REVIEW THESE TERMS TO ENSURE YOUR UNDERSTANDING OF THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF OWLTO SERVICES.

### **c. Prohibition of Use**

BY ACCESSING AND USING Owlto SERVICES, YOU REPRESENT AND WARRANT THAT YOU HAVE NOT BEEN INCLUDED IN ANY TRADE EMBARGOES OR ECONOMIC SANCTIONS LIST (SUCH AS THE UNITED NATIONS SECURITY COUNCIL SANCTIONS LIST), THE LIST OF SPECIALLY DESIGNATED NATIONALS MAINTAINED BY OFAC (THE OFFICE OF FOREIGN ASSETS CONTROL OF THE U.S. DEPARTMENT OF THE TREASURY), OR THE DENIED PERSONS OR ENTITY LIST OF THE U.S. DEPARTMENT OF COMMERCE. OWLTO RESERVES THE RIGHT TO CHOOSE MARKETS AND JURISDICTIONS TO CONDUCT BUSINESS, AND MAY RESTRICT OR REFUSE, IN ITS DISCRETION, THE PROVISION OF OWLTO SERVICES IN CERTAIN COUNTRIES OR REGIONS.

## **2. About Owlto**

Owlto mainly serves as a decentralized Cross-Rollup bridge specifically designed based on the Ethereum L2 Rollup solution, providing a low-cost, secure, and fast asset transfer solution

The information about Owlto Services may change without notice, and the main purpose of providing such information is to help Users make independent decisions. Owlto does not provide investment or consulting advice of any kind, and is not responsible for the use or interpretation of information on Owlto or any other communication medium. All users of Owlto Services must understand the risks involved in Digital Assets trading, and are recommended to exercise prudence and trade responsibly within their own capabilities.

## **III. Owlto Service**

Owlto Services including the Website, cross-chain bridge and smart contract functionalities, etc. Owlto is a decentralized Cross-Rollup bridge specifically designed based on the Ethereum L2 Rollup solution, providing a low-cost, secure, and fast asset transfer solution. It supports asset transfers between networks such as Ethereum, Arbitrum, Arbitrum Nova, Optimism, StarkNet, zkSync, and Polygon, allowing users to freely transfer assets between different networks.

### **1. Service Usage Guidelines**

#### **a. License**

Provided that you constantly comply with the express terms and conditions stated in these Terms, Owlto grants you a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use Owlto Services through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use Owlto Services for resale or commercial purposes, including transactions on behalf of other persons or

entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding Owlto Services should be stipulated in the discretion of Owlto. Owlto reserves all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using Owlto Services in any way not expressly authorized by these Terms.

### **b. Restriction**

When you use Owlto Services, you agree and undertake to comply with the following provisions:

- 1) During the use of Owlto Services, all activities you carry out should comply with the requirements of applicable laws and regulations, these Terms, and various guidelines of Owlto;
- 2) Your use of Owlto Services should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using Owlto Services;

### **c. Additional Rights**

We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to the Site; (b) to review, modify, filter, disable, delete and remove any and all content and information from the Site; and (c) to the extent permitted by law, to cooperate with any law enforcement, court or government investigation or order, or third party requesting or directing that we disclose information or content or information that you provide.

## **2. Function of Owlto Smart Contracts**

Decentralized Cross-rollup Bridg specifically designed for transferring digital assets within the Ethereum network between L1 and L2s instantly.

1) Connect a Digital Token Wallet. In order to access the Owlto Smart Contracts to engage in transactions using the Website or Access, a User must first connect a wallet ( "Wallet" ) to the Owlto Smart Contracts. Users of the Website can connect a Metamask wallet or any other wallet supported by the Website in order to access the Owlto Smart Contracts and to participate in Layer 2 Interoperability Activities.

2) Fee. A transaction fee may be charged for each transaction executed through Owlto Smart Contracts. The fees may be modified by Owlto in its sole discretion, and will be payable in either the source digital asset or the destination digital asset at the discretion of Owlto. The User hereby consents to such fees being debited from either or a combination of both of their source digital asset or destination digital asset at the time the transaction is processed.

## **IV. Liabilities**

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, or Affiliates be liable to you for any indirect, punitive, incidental, special, consequential,

or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access or use of the Site, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Site or the information contained within it. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Site; (c) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Site; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Site; (f) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Site; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in this Agreement may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

## **V.Termination**

These Terms will remain in full force and effect for so long as you use the Owlto Services. The Owlto may suspend or terminate your rights to use the Owlto Services at any time for any reason at the Owlto's sole discretion, including for any use of the Owlto Services in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use Owlto Services will terminate immediately. The Owlto will not have any liability whatsoever to you for any termination of your rights under these Terms.

## **VI.Assumption of Risk**

There is no guarantee against losses when interacting with the Protocol through the Site. You should not trade in Digital Tokens unless you understand the associated risks. You should never trade more than you are willing to lose.

By accessing and using the Site, you represent that you are financially and technically sophisticated enough to understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of the usage and intricacies of Digital Tokens. In particular, you understand that blockchain-based transactions are irreversible.

## VII. Release of Claims

To the extent permitted by law, you expressly agree that you assume all risks in connection with your access and use of the Site and your interaction with the Protocol. To the extent permitted by law, you further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Site and your interaction with the Protocol.

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, and Affiliates from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Site; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Site with your assistance or using any device or account that you own or control.

The Agreement and any information or notifications that you or we are to provide shall be in English. If you have any questions relating to this Agreement, your rights and obligations arising from these Terms and/or your use of the Site or any other matter, please, contact [info@Owlto.finance](mailto:info@Owlto.finance)