

DECENTRALIZED FINANCE PROTOCOL
LEGAL DOCUMENTATION PACKAGE

TON DeFi Protocol

Liquidity-Sharing Ecosystem on The Open Network

TERMS OF SERVICE · PRIVACY POLICY

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PART I

TERMS OF SERVICE

IMPORTANT — PLEASE READ CAREFULLY BEFORE USING THE PROTOCOL

These Terms of Service govern your access to and use of the TON DeFi Protocol, a non-custodial, decentralized

software application deployed on The Open Network blockchain. By interacting with the Protocol's smart contracts

or accessing any associated interface, you unconditionally accept these Terms in their entirety. If you do not agree,

you must not access or use the Protocol.

1. Acceptance of Terms

1.1 These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and the open-source contributors and developers of the TON DeFi Protocol (collectively, "Protocol Developers," "we," "us," or "our"). By initiating any on-chain interaction with the Protocol's smart contracts, accessing any front-end interface connected to the Protocol, or otherwise engaging with the Protocol's functions, you represent that you have read, understood, and agree to be bound by these Terms.

1.2 If you are acting on behalf of a legal entity, you further represent that you have the authority to bind that entity to these Terms, and the term "you" shall refer to such entity.

1.3 We reserve the right to update or modify these Terms at any time. Because the Protocol's smart contracts are immutable and autonomous, any modifications to these Terms will govern your use of any associated interfaces or off-chain components. Continued interaction with the Protocol following such modifications constitutes your acceptance of the revised Terms.

2. Description of the Protocol

2.1 Nature of the Protocol

The TON DeFi Protocol is a decentralized, experimental software application consisting of a collection of autonomous smart contracts deployed on The Open Network ("TON") blockchain. The Protocol enables users to participate in a permissionless, non-custodial liquidity-sharing ecosystem through pre-programmed, self-executing code. The Protocol does not constitute a financial services provider, bank, broker-dealer, investment adviser, money services business, or any other regulated financial institution.

2.2 Non-Custodial Architecture

The Protocol is strictly non-custodial. At no point do the Protocol Developers, any associated entity, or any third party take custody, possession, or control of any digital assets you interact with through the Protocol. All asset custody is maintained exclusively by you through your non-custodial wallet. The Protocol Developers have no ability to freeze, reverse, or modify on-chain transactions once initiated.

2.3 Immutability and Autonomy

The smart contracts constituting the Protocol are deployed on the TON blockchain as immutable code. Once deployed, the Protocol executes deterministically according to its programmed logic without any human intervention, administrative override, or centralized control mechanism. The Protocol Developers do not operate a server, maintain an operational database, or exercise discretionary authority over Protocol functions.

2.4 Experimental Nature

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PROTOCOL IS EXPERIMENTAL SOFTWARE. Decentralized finance technology, and in particular the TON blockchain ecosystem, remains in an early stage of development. The Protocol has not been warranted to be free of defects, vulnerabilities, or unintended behaviors, and its long-term operational characteristics cannot be guaranteed.

3. Eligibility and Access

3.1 By using the Protocol, you represent and warrant that: (a) you are of legal age to enter into binding contracts in your jurisdiction of residence; (b) your use of the Protocol is lawful in your jurisdiction; (c) you are not a citizen, resident, or entity organized in any jurisdiction subject to comprehensive economic sanctions administered by relevant governmental authorities (including, without limitation, jurisdictions listed on OFAC, EU, or UN sanction lists); (d) you are not a Specially Designated National or otherwise subject to sanctions; and (e) you are not accessing the Protocol for or on behalf of any sanctioned party.

3.2 The Protocol does not perform identity verification, know-your-customer (KYC), or anti-money-laundering (AML) checks. You are solely responsible for ensuring your use of the Protocol complies with all applicable laws, regulations, and legal requirements in your jurisdiction, including those pertaining to digital assets, cryptocurrency, and decentralized finance.

3.3 Access to the Protocol may be restricted in certain jurisdictions through geographic blocking applied at the interface level. Such restrictions do not constitute legal advice regarding permissibility and do not guarantee exclusion of users who circumvent such measures. Users who circumvent geographic restrictions assume full legal responsibility for their actions.

4. Risk Factors

WARNING — COMPREHENSIVE RISK DISCLOSURE

Participation in decentralized finance protocols involves substantial, material, and potentially total loss of digital assets. The following risk disclosures are not exhaustive. You must carefully consider all risks, including those not enumerated herein, before interacting with the Protocol.

4.1 Smart Contract Risk

The Protocol is governed entirely by smart contract code. Despite commercially reasonable efforts to develop, audit, and test the Protocol, smart contracts may contain bugs, logic errors, vulnerabilities, or implementation flaws that can result in the partial or total loss of digital assets. Smart contracts are susceptible to, among other risks:

- Reentrancy attacks, integer overflow/underflow, or other code-level vulnerabilities;
- Unintended interactions with other smart contracts or protocols (composability risk);
- Oracle manipulation, price feed errors, or economic exploits targeting Protocol mechanisms;
- Upgrade or dependency risks arising from changes in third-party contracts or the underlying blockchain;
- Insufficient test coverage or security audit scope relative to edge cases in production.

No security audit eliminates all risk. The existence of one or more audits does not constitute a guarantee of security.

4.2 Blockchain and Network Risk

The Protocol operates on The Open Network blockchain and is subject to all inherent risks of that underlying infrastructure, including:

- Network congestion, downtime, or technical failures that delay or prevent transaction settlement;

- Hard forks, protocol upgrades, or changes to the TON blockchain that may adversely affect Protocol functionality;
- Consensus failures, 51% attacks, or other blockchain-level security incidents;
- Gas price volatility resulting in failed or delayed transactions at critical times.

4.3 Digital Asset Volatility Risk

All digital assets, including Protocol tokens and any underlying assets staked in the Protocol, are subject to extreme price volatility. The value of digital assets can fluctuate dramatically within short periods, including declining to zero. Such volatility may result in:

- The market value of your staked position declining substantially, including below the cost basis of your initial contribution;
- Protocol mechanics producing outcomes that are economically disadvantageous under specific market conditions;
- Liquidation risks if the Protocol employs collateralization mechanisms;
- Impermanent loss or economic drag relative to simply holding the underlying assets.

Past performance of any digital asset is not indicative of future results.

4.4 Liquidity Risk

The Protocol's operational parameters, including yield rates and liquidity depth, are determined by market-driven supply and demand dynamics and pre-programmed algorithmic mechanisms. There is no guarantee that:

- Sufficient liquidity will exist in the Protocol to process withdrawals or other operations at any given time;
- Protocol-generated yields will remain positive or economically meaningful;
- Liquidity providers will continue to participate at any given level;
- Token or asset markets will maintain sufficient depth to permit orderly trading.

In adverse market conditions, users may be unable to withdraw assets or may be subject to significant slippage.

4.5 Regulatory and Legal Risk

The regulatory treatment of decentralized finance protocols, cryptographic tokens, and related activities is evolving rapidly and varies significantly across jurisdictions. You acknowledge:

- Regulatory actions, including outright prohibition of DeFi activities, could adversely affect Protocol accessibility or asset values;
- Changes in law may subject your activities to taxation, licensing requirements, or other regulatory obligations;
- The Protocol Developers do not provide legal, tax, or regulatory advice;
- You are solely responsible for compliance with all applicable laws in your jurisdiction.

4.6 User Error and Operational Risk

Blockchain transactions are irreversible. You bear sole responsibility for any loss arising from:

- Errors in wallet addresses, transaction parameters, or input values;
- Loss, compromise, or unauthorized access to private keys or seed phrases;
- Phishing attacks, malicious interfaces, or social engineering incidents;
- Unauthorized use of your wallet or account;
- Failure to understand the nature, mechanics, or consequences of Protocol interactions.

The Protocol Developers have no ability to reverse, recover, or compensate for losses resulting from user error.

4.7 Systemic and Ecosystem Risk

The DeFi ecosystem is highly interconnected. Failures in adjacent protocols, bridges, oracles, stablecoins, or other infrastructure components may propagate adverse effects to the Protocol. Additionally, the Protocol may depend on or interact with third-party infrastructure that is outside the control of the Protocol Developers.

4.8 Key Person and Development Risk

The Protocol is open-source software with no central authority. Contributions to Protocol development, maintenance, or front-end interfaces depend on voluntary participation by developers. There is no obligation for any party to continue developing, maintaining, or supporting the Protocol. If development ceases, the Protocol's smart contracts will continue to execute on-chain but may not receive security patches, feature updates, or interface maintenance.

5. Non-Investment Disclaimer

5.1 Utility Token Designation

Any tokens issued, distributed, or utilized by the Protocol are utility tokens designed to facilitate the operation of, and participation in, the Protocol's functions. Such tokens are not securities, investment contracts, shares, bonds, debentures, or any other form of regulated financial instrument under any applicable law. Specifically, Protocol tokens:

- Do not represent ownership of any legal entity, enterprise, or underlying asset pool;
- Do not entitle holders to dividends, distributions, or any form of profit-sharing from business operations;
- Do not represent a claim against any person or entity;
- Do not carry any voting rights with respect to any corporate or organizational decision.

5.2 Yield Generation — Code Execution, Not Investment

Any economic return, reward, or yield generated through interaction with the Protocol is exclusively the mathematical output of pre-programmed smart contract logic executing on-chain. Such returns:

- Are not the result of any investment strategy, discretionary management, or entrepreneurial or managerial effort by the Protocol Developers or any third party;
- Are not guaranteed, promised, or implied to be positive, consistent, or sustainable;
- Arise solely from the deterministic execution of code in response to user-initiated on-chain actions and market-driven conditions;
- May vary substantially or cease entirely depending on Protocol participation levels and market dynamics.

No statement made in connection with the Protocol, whether in these Terms, in technical documentation, or through any interface, constitutes a promise or guarantee of economic return.

5.3 No Financial, Investment, or Legal Advice

Nothing in these Terms, on any associated interface, in any technical documentation, in any community channel, or in any communication from Protocol Developers constitutes financial advice, investment advice, legal advice, tax advice, or any other form of professional advice. You must consult qualified, licensed professionals in the relevant disciplines before making any decision to interact with the Protocol.

5.4 Howey Test and Securities Law Representations

You acknowledge that the Protocol is designed to operate without satisfying the elements of an investment contract under applicable securities law, including the test articulated in SEC v. W.J. Howey Co. and any analogous standards under other jurisdictions' laws. The Protocol Developers make no representation, however, regarding the legal characterization of the Protocol or any associated token in any specific jurisdiction. You bear sole responsibility for obtaining appropriate legal analysis of your jurisdiction's treatment of Protocol participation.

6. Intellectual Property

6.1 The Protocol's smart contract code is open-source software released under an applicable open-source license (the "License"). Your rights to use, copy, modify, and distribute the Protocol code are governed exclusively by the applicable License. These Terms do not grant you any rights in the Protocol code beyond those specified in the License.

6.2 To the extent any front-end interfaces, documentation, or other off-chain materials associated with the Protocol are subject to intellectual property protection, such rights are reserved by the respective rights holders. Your use of such materials for non-commercial, informational purposes is permitted, but reproduction for commercial purposes requires prior written authorization.

6.3 The open-source nature of the Protocol does not obligate any developer to provide support, warranties, or indemnification in connection with any use of the Protocol code.

7. Prohibited Uses

7.1 You agree that you will not use the Protocol in any manner that:

- (1) Violates any applicable law, statute, regulation, ordinance, or treaty;
- (2) Facilitates any form of money laundering, terrorist financing, fraud, or other financial crime;
- (3) Circumvents, disables, or interferes with the proper functioning of the Protocol's smart contracts, including through the deployment of malicious code, bots, or automated scripts designed to exploit Protocol mechanics;
- (4) Engages in market manipulation, wash trading, or any other activity intended to artificially influence asset prices;
- (5) Infringes upon any third party's intellectual property rights;
- (6) Involves the use of sanctioned or prohibited assets, wallets, or counterparties;
- (7) Is conducted in violation of any sanctions regime applicable to you.

7.2 You acknowledge that the Protocol's on-chain mechanics cannot enforce all of the above prohibitions at the smart contract level, and that compliance is your sole legal and ethical responsibility.

8. Limitation of Liability

NOTE: THE FOLLOWING SECTION CONTAINS MATERIAL LIMITATIONS ON THE LIABILITY OF THE PROTOCOL

DEVELOPERS. PLEASE READ THIS SECTION WITH PARTICULAR CARE.

8.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PROTOCOL DEVELOPERS, CONTRIBUTORS, AFFILIATES, AND ANY ASSOCIATED PARTIES (COLLECTIVELY, "RELEASED PARTIES") SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO:

- Loss of digital assets, funds, or economic value resulting from smart contract bugs, vulnerabilities, or exploits;
- Loss arising from hacks, phishing attacks, social engineering, or unauthorized access to user wallets;
- Loss resulting from user error, including incorrect transaction parameters, misdirected transfers, or unintended Protocol interactions;
- Loss arising from market volatility, liquidity crises, or adverse economic conditions;
- Loss resulting from regulatory actions, sanctions, or changes in applicable law;
- Loss arising from network downtime, blockchain failures, or third-party infrastructure outages;
- Loss arising from the use of third-party interfaces, wallets, or bridging infrastructure;

- Any form of lost profits, lost revenue, or loss of business opportunity.

8.2 THE RELEASED PARTIES PROVIDE THE PROTOCOL ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RELIABILITY. NO WARRANTY IS MADE THAT THE PROTOCOL IS FREE FROM VULNERABILITIES OR WILL OPERATE WITHOUT INTERRUPTION.

8.3 IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, THE LIABILITY OF THE RELEASED PARTIES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE RELEASED PARTIES EXCEED THE LESSER OF (A) THE AMOUNT OF DIGITAL ASSETS YOU DEPOSITED INTO THE PROTOCOL IN THE THIRTY (30) DAYS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED UNITED STATES DOLLARS (USD \$100.00).

8.4 You acknowledge that the limitations of liability set forth in this Section 8 reflect a reasonable allocation of risk between the parties and are an essential element of the basis of the bargain between you and the Protocol Developers.

9. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) your use of or interaction with the Protocol; (b) your breach of these Terms; (c) your violation of any applicable law; (d) your violation of any third-party right; or (e) any claim that your on-chain activity caused damage to a third party.

10. Governing Law and Dispute Resolution

10.1 These Terms and any dispute arising from or relating to the Protocol shall be governed by and construed in accordance with the laws of a jurisdiction to be designated by the Protocol Developers upon formation of any applicable legal entity, without regard to conflict-of-law principles that would require the application of the laws of a different jurisdiction.

10.2 Any dispute, controversy, or claim arising out of or relating to these Terms or the Protocol shall be submitted to binding individual arbitration, and you waive any right to participate in a class-action lawsuit, class-wide arbitration, or any other representative proceeding. The arbitration shall be conducted under the rules of a recognized international arbitral institution and shall be conducted in the English language.

10.3 Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction where necessary to prevent irreparable harm.

11. Modifications

The Protocol Developers reserve the right to modify, suspend, or discontinue any non-smart-contract components of the Protocol, including front-end interfaces, documentation, and API services, at any time without prior notice. Because the smart contracts are immutable and autonomously deployed on the TON blockchain, any such modifications will not affect the on-chain execution of the Protocol's core logic.

12. Severability and Entire Agreement

12.1 If any provision of these Terms is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, or if not capable of modification, severed from these Terms, and the remaining provisions shall continue in full force and effect.

12.2 These Terms, together with any documents expressly incorporated by reference, constitute the entire agreement between you and the Protocol Developers with respect to the Protocol and supersede all prior or contemporaneous agreements, representations, warranties, and understandings, whether written or oral.

12.3 No failure or delay by the Protocol Developers in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof.

PART II

PRIVACY POLICY

NOTE — IDENTITY-AGNOSTIC PROTOCOL

The TON DeFi Protocol is designed and operated as a fully identity-agnostic, non-custodial system. The Protocol

interacts exclusively with public blockchain wallet addresses. No personal data is solicited, collected, stored,

or processed by the Protocol or the Protocol Developers in connection with Protocol interactions.

1. Introduction and Scope

1.1 This Privacy Policy describes the information practices of the TON DeFi Protocol and its Developers with respect to any front-end interfaces, documentation websites, or off-chain services associated with the Protocol (the "Interface"). This Policy is intended to be read in conjunction with the Terms of Service.

1.2 This Policy applies to all individuals who access or use the Interface. It does not govern the operation of the TON blockchain itself, which is a public, permissionless infrastructure. On-chain data is publicly available and outside the scope of this Policy.

1.3 The operative principle of this Privacy Policy is minimal data interaction. The Protocol is architected to operate without any requirement for personal data, and the Protocol Developers have deliberately structured all interactions to respect user privacy to the greatest extent technically feasible.

2. Data We Do Not Collect

The Protocol and any associated Interface do not collect, request, store, transmit, sell, or process any of the following categories of personal data:

- Full name, legal identity, or government-issued identification;
- Email address, telephone number, or any other contact information;
- Physical address or geolocation data (beyond coarse, non-stored IP-based inference described in Section 4);

- Financial account information, payment card data, or banking credentials;
- Biometric data of any kind;
- Social media identifiers or profiles;
- Any information voluntarily submitted through account registration, because no account registration is required or available.

You are not required to provide any personal data to interact with the Protocol's on-chain smart contracts. Your identity is represented solely by your TON-compatible wallet address.

3. On-Chain Data and Public Ledger

3.1 All interactions with the Protocol's smart contracts are recorded on the TON blockchain as part of an immutable, publicly accessible distributed ledger. This data includes, but is not limited to, wallet addresses, transaction hashes, amounts, timestamps, and smart contract function calls.

3.2 Such on-chain data is inherently public and permanent. The Protocol Developers do not control, and cannot modify, restrict, or delete, information recorded on the blockchain. The Protocol Developers do not aggregate, index, or store on-chain data in any private database beyond what is natively accessible on the public blockchain.

3.3 You acknowledge that public blockchain data may be analyzed, indexed, or deanonymized by third parties using blockchain analytics tools or techniques. The pseudonymity provided by wallet addresses does not constitute anonymity, and sophisticated analysis may in some cases associate on-chain activity with real-world identities. The Protocol Developers assume no responsibility for such third-party analysis.

4. Technical Interaction Data

4.1 When you access the Interface, standard web server logs and infrastructure providers may temporarily process technical data including IP addresses and browser user-agent strings. This data is processed solely for the purpose of delivering the Interface, diagnosing technical issues, and applying geographic access restrictions where required.

4.2 IP addresses and similar technical identifiers are not linked to wallet addresses by the Protocol Developers, are not stored in persistent databases, and are not used for any profiling, marketing, or tracking purpose.

4.3 Such technical data, to the extent processed, is subject to retention periods determined by the applicable infrastructure provider and is not retained by the Protocol Developers beyond the minimum period necessary for infrastructure operation and security monitoring.

5. Third-Party Services

5.1 The Interface may incorporate or link to third-party services including, but not limited to, blockchain node providers, RPC endpoints, analytics services, content delivery networks, and wallet connectors. These third-party services operate under their own privacy policies and data practices, which the Protocol Developers do not control.

5.2 You are encouraged to review the privacy practices of any third-party service you use in connection with the Protocol, including your chosen wallet provider and any blockchain explorer you use to verify transactions.

5.3 The Protocol Developers do not sell, rent, trade, or share any data in their possession with third parties for commercial or marketing purposes.

6. Cookies and Tracking Technologies

6.1 Any use of cookies or similar tracking technologies on the Interface is limited to technically necessary session management functions. The Interface does not deploy advertising cookies, cross-site tracking pixels, social media tracking tags, or any persistent identifiers for behavioral profiling.

6.2 Where technically necessary cookies are used, they are session-scoped and expire upon termination of the browser session. You may configure your browser to refuse cookies, though certain Interface functionality may be impaired as a result.

7. Data Transfers

Because no personal data is collected or stored by the Protocol Developers, no international transfers of personal data are made by the Protocol Developers. To the extent any technical data is transiently processed by infrastructure providers as described in Section 4, such processing may occur in jurisdictions outside your own, consistent with the infrastructure provider's terms of service.

8. Children

The Protocol and Interface are not intended for use by individuals under the age of eighteen (18) years, or the applicable age of majority in their jurisdiction. The Protocol Developers do not knowingly collect or

process personal data from minors. If you believe that a minor has interacted with the Interface, please contact us using the information in Section 10.

9. Changes to This Policy

This Privacy Policy may be updated from time to time to reflect changes in our practices, applicable law, or the technical architecture of the Interface. Any material changes will be communicated through the Interface or Protocol communication channels. Your continued use of the Interface following such notification constitutes your acceptance of the revised Policy.

10. Contact

Given the decentralized nature of the Protocol, there is no central administrative authority. Inquiries relating to this Privacy Policy or data practices may be directed to the Protocol's governance forum, open-source repository, or designated community communication channels as published on the Protocol's official documentation site. The Protocol Developers will make commercially reasonable efforts to respond to verifiable privacy-related inquiries in a timely manner.

TON DeFi Protocol — Legal Documentation Package

Effective Date: June 12, 2026 · Version 1.0

These documents are provided for informational purposes and do not constitute legal advice.