

Polar Financial: Disclaimer and Waiver

1 APPLICATION

1.1 This Disclaimer and Waiver applies to the Services and Platforms, as defined below, provided by Polar Financial (**we, us, our**) to you. By paying for, accessing or participating in the Services or the Platforms you agree to this Disclaimer and Waiver.

1.2 For the purposes of this Disclaimer and Waiver:

(a) **Claim** means any claim, cross-claim, causes of action, notice, demand, direction, accounts, costs (including legal costs and expenses), charges, expenses, arbitrations, liabilities, damages, Loss, actions, suits, proceedings, litigation, claims and demands either at law or in equity and/or arising under a statute;

(b) **Loss** means any loss, liability, cost (including all legal costs and expenses on an indemnity basis), charge, expense, penalty, payment, tax or damage of any nature whatsoever, including, but not limited to loss of any capital invested in any currency, including any cryptocurrencies or any other investments or products on any platform or storage device, loss of income, profits, loss of goodwill, loss of business, loss of opportunity and any other special, incidental, exemplary, compensatory or consequential damages, losses or expenses, however arising and whether present, unascertained, future or contingent and includes indirect and consequential loss;

(c) **Platforms** means the documentation <https://docs.polar.financial/>, the Twitter account found at https://twitter.com/polar_nodes and any other platform which we provide access to; including the website <https://polar.financial/>;

(d) **Services** means the following:

(i) provision and sale of \$POLAR Tokens;

(ii) sale or purchase of Non-Fungible Tokens (NFTs) using \$POLAR Tokens or other crypto assets or fiat currency;

(iii) the management of your investment portfolio;

(iv) the distribution to members of any dividends or profits associated with these investments;

(vi) provision of tools to assist in the licensing of NFT's purchased.

2 GENERAL DISCLAIMER

2.1 We provide general information only on our Platforms and Services on an "as-is" and "as available" basis and whilst every effort is taken to ensure the information provided is accurate, considering the fast-changing, highly volatile nature of investment markets, especially the cryptocurrency industry.

2.2 We make no representations and give no guarantees or warranties about the suitability, reliability, availability, timeliness and/or accuracy of the information provided by us during the provision of our Services or provided on the Platforms.

2.3 None of the Services or the Platforms provided by us are a promise or guarantee of results or income.

2.4 The extent of any results to be attained by you is dependent upon you solely.

2.5 You acknowledge and agree that we, our employees, affiliates and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Services or your use of the Platforms.

2.6 Any testimonials and examples of our Services, wherever published are not to be taken as a guarantee that you will achieve the same or similar results.

2.7 We make no warranty, representation, or guarantee regarding the suitability of our Services or Platforms for any particular purpose, nor do we assume any liability whatsoever arising out of the application or use of the Services or the information provided by the Platforms. It is your responsibility to independently determine suitability of the Services and the Platforms and to test and verify the same.

2.8 Any information, any documents, any guidelines or recommendations made by us in relation to our Services or the Platforms are made on the basis of information that was available to us at the time, and any spreadsheets and any other formulae or calculations provided are also provided on the above basis.

2.9 Any information or statements or opinions provided on or by the Platform is to be taken as general information and personal opinion only, and not financial advice. We do not endorse or recommend any product, platform or investments which may be listed or advertised on the Platforms.

3 SERVICE SPECIFIC DISCLAIMER

3.1 All the Services and the Platforms and the views, opinions and information provided are intended for general information purposes only. You should not rely on the information provided by us as a substitute for financial advice. You acknowledge and agree to obtain your own independent financial advice from a financial advisor prior to making any financial decisions.

3.2 We are not financial advisors or hold any license to operate as financial advisors and we do not purport to provide financial advice.

3.3 Nothing on the Platforms, in the information included in our Services or any of the content provided to you by us during our provision of the Services, purports to offer financial, legal, tax or other professional advice. Use caution, consider your own circumstances, and always seek financial advice from a licensed financial advisor before acting on any information that we provide.

3.4 The provision of our Services or the use of our Platforms:

- (a) shall not involve or constitute financial advice; and
- (b) must not be a replacement or substitute for advice from a licensed financial advisor.

3.5 You acknowledge and agree that any investments, especially cryptocurrencies, are speculative, complex, highly volatile and involve significant risks. We cannot and do not make any guarantees about your ability to achieve results or earn any money from any investments or currencies, including cryptocurrency (whether for the purpose of investment or trading) or from your use of our content, ideas, information, tools, or strategies. You acknowledge that there is an inherent risk and uncertainty in any business enterprise, including these speculative investments and you agree there is no guarantee that you will achieve results or earn any money as a result of your use of the Services or the Platforms.

3.6 You acknowledge and agree that there is a serious risk of loss of potentially all of the original capital invested in any investments or currencies, including cryptocurrency, that you are solely responsible for this risk and that we are in no way liable for this.

3.7 You acknowledge and agree that performance of any investment or currency, including cryptocurrency is unpredictable, the price and values listed on our Platforms will fluctuate, and past trends or performance of a particular investment or currencies, including cryptocurrency, is no guarantee of future performance.

3.8 You acknowledge and agree that it is your sole responsibility to inform yourself of the in-depth details of and any Laws and regulations that apply to any investment of cryptocurrency, product or service made reference to in the provision of our Services or on our Platforms before taking any action.

3.9 The information should not be interpreted as an endorsement of any investments or currencies, including cryptocurrency, any specific cryptocurrency, service or

offering.

3.10 Any financial representations referenced by us on the Platforms, or during the provision of our Services are illustrative of concepts only and should not be considered as promises for past, present or future performance.

3.11 We shall not be liable, under any circumstances whatsoever, for any Loss suffered by you, that results in any way from your use or inability to use our Services or the Platforms unless otherwise required by law

3.12 You understand that acting on any information provided by us or provided on the Platforms relating to any investments or currencies, including cryptocurrency involves a high degree of risk.

3.13 You acknowledge that we or our associated entities may hold a shareholding in some of the investments or currencies, including cryptocurrencies we refer to when providing our Services or as displayed on our Platforms, and therefore receive dividends and/or license fees from such companies from time to time. However, under no circumstances is the content or information provided by us through our Services or the Platforms to be construed as an offer to sell or a solicitation to buy any investment or currency, including cryptocurrency we refer to on the Platforms or in our Services.

3.14 You acknowledge and agree that all risks in investing generally and/or the use of our Services are known and appreciated by you.

3.15 You warrant that you are of sound mind when you accept this Disclaimer and Waiver and have the capacity to accept full responsibility for assessing the risk and accepting responsibility in regard to acting on information provided by us or provided on the Platforms.

3.16 You acknowledge that we are not liable for any Claim you bring against us or any Loss you may suffer as a result of participating in the Services or using the Platforms unless otherwise protected by law.

3.17 We provide support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation, dissemination and application of our education and training to your own circumstances, and the general economic climate.

4 WAIVER AND RELEASE OF LIABILITY

4.1 To the extent permitted by Law and in consideration of being permitted to participate in our Services and use the Platforms, you agree that you will not make, take or seek any Claim against Polar Financial and its officers, employees, agents, and independent contractors (all collectively referred to as “the **Releasees**”) arising directly or indirectly out

of or in connection with your participation in our Services or use of the Platforms and you unconditionally and irrevocably forever waive, release, acquit, covenant not to sue, and discharge the Releasees from and against any Loss arising directly or indirectly out of or in connection with your participation in our Services or use of the Platforms.

4.2 Without limiting the above, you acknowledge and agree that in the event that you suffer any damage or Loss, you will bring no Claims, legal or otherwise, against the Releasees in respect of that injury or damage and you hold the Releasees harmless.

4.3 You agree to release, waive, acquit and forever discharge the Releasees from all Claims, or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by the Releasees, as a result of the advice given by us or otherwise resulting from the Services provided by us or your use of the Platforms.

4.4 You agree to hold harmless and indemnify the Releasees from any and all Claims made against or Loss suffered by the Releasees, which arises directly or indirectly as a result of or in connection with your participation in our Services or use of the Platforms.

4.5 This Disclaimer and Waiver shall bind your heirs, executors, personal representatives, successors, assigns, and agents.

4.6 This Disclaimer and Waiver operates jointly and severally in favour of the Releasees.

5 ACKNOWLEDGEMENT OF UNDERSTANDING

5.1 You acknowledge that you have read this Disclaimer and Waiver and fully understand its terms. You acknowledge you are 18 years or over. You understand that you are giving up substantial rights. You further acknowledge that by participating in the Services or using the Platforms you agree to this Disclaimer and Waiver freely and voluntarily.