

# Terms of Service

Last Updated: April 18, 2025

These Terms of Service (the "Agreement") explain the terms and conditions by which you may access and use the Services provided by W7, LLC (d.b.a. Wormhole Labs) (the "Company," "we," "us," or "our"). The "Services" shall include, but not limited to, the website located at <https://portalbridge.com> (the "Interface"), and any app, content, functionality, and services offered on or through the Interface, and all technologies made available from the Interface, together with all of the existing and any updated or new features, functionalities and technologies.

You assume all risks associated with using the SDK, the Wormhole protocol, and digital assets and decentralized systems generally, including but not limited to, that: (a) digital assets are highly volatile; (b) using digital assets is inherently risky due to both features of such assets and the potential unauthorized acts of third parties; (c) you may not have ready access to assets; and (d) you may lose some or all of your tokens or other assets. You agree that you will have no recourse against anyone else for any losses due to the use of the SDK or the Wormhole protocol. For example, these losses may arise from or relate to: (i) incorrect information; (ii) software or network failures; (iii) corrupted cryptocurrency wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

You must read this Agreement carefully as it governs your use of the Services. By accessing or using any of the Services, you (on behalf of yourself or the entity that you represent) signify that you have read, understand, and agree to be bound by, this Agreement and our Privacy Policy in its entirety, and you represent and warrant that you have the willingness, right, authority, and capacity lawfully to enter into this Agreement (on behalf of yourself or the entity that you represent). If you do not agree, you are not authorized to access or use any of our Services and should not use our Services.

To access or use any of our Services, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (e.g., 18 years old in the United States) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. If you are entering into this Agreement on behalf of an entity, you represent to us that you have the legal authority to bind such entity.

You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of any of our Services will fully comply with all applicable laws and regulations, and that you will not access or use any of our Services to conduct, promote, or otherwise facilitate any illegal activity.

**NOTICE:** This Agreement contains important information, including a binding arbitration provision and a class action waiver, both of which impact your rights as to how disputes are resolved. Our Services are only available to you — and you should only access any of our Services — if you agree completely with these terms.

## 1. Modifications of this Agreement or our Services

- a. Modifications of this Agreement. We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any material modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at <https://portalbridge.com/terms-of-use>. All modifications will be effective when they are posted, and your continued accessing or use of any of the Services will serve as

confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing and using all of our Services.

- b. Modifications of our Services. 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 any of the Services; (b) to review, modify, filter, disable, delete, and remove any and all content and information from any of the Services.

## 2. Intellectual Property Rights

### a. General

- i. The Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Neither the Agreement (nor your use of the Services) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except as indicated otherwise.
  - ii. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use our Services solely in accordance with this Agreement. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble or decompile any of our Services for any purpose other than as expressly permitted pursuant to this Agreement. Except as set forth in this Agreement, we grant you no rights to any of our Services, including any intellectual property rights.
- b. Feedback. If you provide us with any feedback or suggestions regarding the Services ("Feedback"), you hereby assign to us all rights in such Feedback and agree that we have the right to use and fully exploit such Feedback and related information in any manner we deem appropriate. Any Feedback you provide will be treated as non-confidential and non-proprietary, and we will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment, attribution, or compensation to you.

## 3. Your Use of the Services

- a. Prohibited Uses. You may use the Services only for lawful purposes and in accordance with the Agreement. You agree not to:
  - i. use the Services in any way that violates any applicable federal, state, local, or international law or regulation, including, without limitation, any applicable sanctions laws, export control laws, securities or other financial regulatory laws, anti-money laundering laws, or privacy laws;
  - ii. use any device, software or routine that interferes with the proper working of any Service;
  - iii. attempt to probe, scan or test the vulnerability of the Services, or otherwise seek to interfere with or compromise the integrity, security, or proper functioning of the Services;
  - iv. attempt to interfere with the proper working of the Services, or interfere with, damage, or disrupt any parts of the Services, the server(s) on which the Services is stored, or any server, computer or database connected to the Services;
  - v. engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm us or users of the Services or expose them to liability; or
  - vi. encourage or enable any other individual to do any of the foregoing.
- b. Your Responsibilities. By using the Services, you agree and understand that:
  - i. You are solely responsible for your use of the Services and interactions with the Protocol, including all of your transfers of digital assets; all transactions you submit to the Protocol are considered unsolicited, which means that they are solely initiated by you;

- ii. to the fullest extent not prohibited by applicable laws, we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;
  - iii. You are solely responsible for reporting and paying any taxes applicable to your use of the Services;
  - iv. We have no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any digital assets that you may transfer to or from a third party, and we are not responsible for ensuring that a counterparty with whom you transact completes the transaction or is authorized to do so;
  - v. The Services are non-custodial application, meaning we do not ever have custody, possession, or control of your digital assets at any time; we accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how any of our Services will operate with any specific wallet; likewise, you are solely responsible for any associated wallet and we are not liable for any acts or omissions by you in connection with or as a result of your wallet being compromised; and
  - vi. Transactions that take place on a blockchain network require the payment of transaction fees to the validators or node operators of the relevant network ("Gas Fees"); you will be solely responsible to pay the Gas Fees for any transaction that you initiate via any of our Services.
- c. Release of Claims. You expressly agree that you assume all risks in connection with your use of the Services. You further expressly waive and release us, as well as its affiliates and service providers, and each of their respective past, present and future officers, directors, members, employees, consultants, representatives and agents, and each of their respective successors and assigns from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of the Services.

#### 4. Disclaimers

- a. EACH OF OUR SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF EACH OF OUR SERVICES IS AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO ANY OF OUR SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN ANY OF OUR SERVICES WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT ANY OF OUR SERVICES WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY CONCERNING ANY OF OUR SERVICES.
- b. SIMILARLY, THE PROTOCOL IS PROVIDED "AS IS", AT YOUR OWN RISK, AND WITHOUT WARRANTIES OF ANY KIND. WE DO NOT PROVIDE, OWN OR CONTROL THE PROTOCOL, WHICH OPERATES AUTONOMOUSLY ON BLOCKCHAINS SUBJECT TO GOVERNANCE BY A DECENTRALIZED SET OF VALIDATORS. NO DEVELOPER OR ENTITY INVOLVED IN CREATING THE PROTOCOL WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER ASSOCIATED WITH YOUR USE, INABILITY TO USE, OR YOUR INTERACTION WITH OTHER USERS OF, THE PROTOCOL, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, CRYPTOCURRENCIES, TOKENS, OR ANYTHING ELSE OF VALUE. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF OUR SERVICES.

- c. Information Only. You agree that the information presented on or through the Services are for general informational purposes only. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our Services, or by anyone who may be informed of any of its contents.
- d. Third Party Information. The Services may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## 5. Indemnification

- a. To the fullest extent permitted by applicable laws, you agree to indemnify, defend and hold harmless us, as well as its affiliates and service providers, and each of their respective past, present and future officers, directors, members, employees, consultants, representatives and agents, and each of their respective successors and assigns ("Indemnified Parties") from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise ("Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to: (a) your access and use of any of our Services; (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; (c) any other party's access and use of any of our Services with your assistance or using any device or account that you own or control; (d) any dispute between you and (i) any other user of any of the Services or (ii) any of your own customers or users; and (e) your negligence or willful misconduct. You agree to promptly notify us of any third-party Claims and cooperate with the Indemnified Parties in defending such Claims. You further agree that the Indemnified Parties shall have the right to control the defense or settlement of any third-party Claims as they relate to us, if it so chooses.

## 6. LIMITATION OF LIABILITY

- a. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL THE INDEMNIFIED PARTIES OR ANY OF THEM BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION; (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF ONE-HUNDRED (\$100) DOLLARS; OR (D) ANY MATTER BEYOND THE REASONABLE CONTROL OF THE INDEMNIFIED PARTIES OR ANY OF THEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## 7. Governing Law, Dispute Resolution and Class Action Waivers

- a. Governing Law: You agree that the laws of the State of New York, without regard to principles of conflict of laws, govern this Agreement and any Dispute between you and us. You further agree that each of our Service shall be deemed to be based solely in the State of New York, and that although Service may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the State of New York. The parties acknowledge that this Agreement evidences interstate commerce. Any arbitration conducted

pursuant to this Agreement shall be governed by the Federal Arbitration Act. You agree that the federal and state courts of New York County, New York are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

- b. **Dispute Resolution:** Any claim or controversy arising out of or relating to any of our Services, this Agreement, or any other acts or omissions for which you may contend that we are liable, including, but not limited to, any claim or controversy as to arbitrability ("**Dispute**"), shall be finally and exclusively settled by arbitration under the JAMS Optional Expedited Arbitration Procedures. You understand that you are required to resolve all Disputes by binding arbitration. The arbitration shall be held on a confidential basis before a single arbitrator, who shall be selected pursuant to JAMS rules, including where applicable the JAMS' Mass Arbitration Procedures and Guidelines. The arbitration will be held in New York, New York, unless you and we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator may not consolidate your claims with those of any other party. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If for any reason a claim by law or equity must proceed in court rather than in arbitration you agree to waive any right to a jury trial and any claim may be brought only in a Federal District Court or a New York state court located in New York County, New York.
- c. **Class Action and Jury Trial Waiver:** You must bring any and all Disputes against us in your individual capacity and not as a plaintiff in or member of any purported class action, collective action, private attorney general action, or other representative proceeding. This provision applies to class arbitration. You and we both agree to waive the right to demand a trial by jury.

#### 8. Miscellaneous

- a. **Entire Agreement.** These terms, together with the Privacy Policy, constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.
- b. **Assignment.** You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.
- c. **Not Registered with Any Governmental Agency.** We are not registered with any governmental agency in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf. We also do not facilitate the execution or settlement of your trades, which occur entirely on public distributed blockchains like Ethereum. As a result, we do not (and cannot) guarantee market best pricing or best execution through our Services.
- d. **Notice.** We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting. You can contact us at [contact@wormholelabs.xyz](mailto:contact@wormholelabs.xyz).
- e. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.