

VAULTO, INC. TERMS OF SERVICE

Effective Date: February 28, 2026

Last Updated: February 28, 2026

1. Introduction and Acceptance

These Terms of Service (the "**Terms**") constitute a legally binding agreement between you ("**you**," "**your**," or "**User**") and Vaulto, Inc., a Delaware corporation ("**Vaulto**," "**we**," "**us**," or "**our**"), governing your access to and use of the Vaulto platform, including all websites, applications, application programming interfaces, and related services (collectively, the "**Services**").

By accessing or using any part of the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must not access or use the Services.

Business Address:

Vaulto, Inc.
10915 Strathmore Dr
Los Angeles, CA 90024
United States of America

Contact Email: support@vaulto.ai

2. Scope of Services

Vaulto operates a suite of integrated web applications and an application programming interface designed to facilitate information aggregation, visualization, and interaction with decentralized finance protocols and tokenized asset markets. The Services include, but are not limited to:

2.1 Vaulto Search

An agentic search platform leveraging artificial intelligence and contextual data from cryptocurrency application programming interfaces to provide users with aggregated information. Access is subject to rate limits; premium subscription tiers with expanded usage are available through auto-renewing billing via PayPal.

2.2 Vaulto Swap

A user interface that facilitates swapping digital assets, including tokenized equities, by routing user-initiated transactions through third-party decentralized exchange protocols, including [Li.Fi](#) and other liquidity aggregators. Vaulto does not execute, custody, or control the underlying transactions.

2.3 Vaulto Stake

An analytics and data visualization platform providing in-depth metrics on tokenized stocks, pre-stock private share tokens, and related decentralized finance instruments. Data is aggregated from sources including Uniswap subgraphs, Alpha Vantage, and other third-party data providers.

2.4 Vaulto Ramp

A guided interface designed to assist users in on-ramping and off-ramping cryptocurrency using Venmo and other third-party payment services. Vaulto does not perform money transmission, does not custody fiat or digital assets, and does not conduct know-your-customer (KYC) verification. All fiat transactions and compliance obligations are handled exclusively by the third-party payment providers.

2.5 Vaulto API

A web-facing application programming interface providing programmatic access to tokenized stock information, options data, stock data, cryptocurrency data, and anticipated private market data. API access is subject to usage-based billing paid in USDC or other supported methods, with detailed pricing, rate limits, and overage policies available at <https://api.vaulto.ai/docs/guide/billing.html>.

All features, functionalities, and availability of the Services are subject to change without prior notice. Vaulto reserves the right to modify, suspend, or discontinue any aspect of the Services at any time.

3. Non-Custodial Nature and Protocol Disclaimer

3.1 Non-Custodial Services

Vaulto does not custody, control, or hold Users' private keys, digital assets, or fiat currency. Users retain exclusive control and responsibility for their wallets and all assets therein. Vaulto is not a fiduciary, custodian, or trustee with respect to any User assets.

3.2 Third-Party Protocol Routing

Vaulto facilitates or routes transactions to third-party decentralized protocols, smart contracts, blockchain networks, and liquidity sources (including but not limited to [Li.Fi](#), Uniswap, and tokenized equity issuance platforms) that Vaulto does not own, control, or operate. Vaulto makes no representations or warranties regarding the functionality, security, availability, execution, pricing, slippage, liquidity, or performance of such third-party protocols.

3.3 No Investment, Legal, or Tax Advice

The Services provide tools, information, and data aggregation only. Nothing provided through the Services constitutes investment advice, financial advice, trading advice, legal advice, tax advice, or any other form of professional advice. Users are solely responsible for

conducting their own research, performing due diligence, and consulting with qualified advisors before making any financial, investment, or legal decisions.

3.4 Regulatory Status and User Responsibility

Access to certain products, features, or data through the Services may be subject to restrictions based on User regulatory status, including but not limited to accredited investor status under Regulation D, non-U.S. person status under Regulation S, or other applicable exemptions and safe harbors. Users are solely responsible for determining their own eligibility, compliance with applicable securities laws, and adherence to any investment restrictions or regulatory requirements. Vaulto does not verify User regulatory status and makes no representations regarding the legality or suitability of any Service or transaction for any particular User.

4. Eligibility and Geographic Scope

4.1 Age and Capacity

You must be at least eighteen (18) years of age and possess the legal capacity to enter into binding contracts in your jurisdiction to use the Services. By accessing the Services, you represent and warrant that you meet these eligibility requirements.

4.2 Geographic Focus

The Services are primarily directed at users located in the United States. While the Services may be accessible from other jurisdictions, such access is provided on an "at your own risk" basis. Users outside the United States are solely responsible for determining whether their use of the Services complies with local laws, regulations, and licensing requirements.

4.3 Prohibited Jurisdictions and Sanctions

You represent and warrant that:

- You are not located in, ordinarily resident in, or organized under the laws of any jurisdiction subject to comprehensive sanctions

- administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or equivalent authorities.
- You are not identified on any U.S. or international sanctions list, including but not limited to the OFAC Specially Designated Nationals and Blocked Persons List.
 - You will not use the Services to facilitate, engage in, or support any activity that violates applicable sanctions, export controls, anti-money laundering laws, or counter-terrorist financing regulations.

Vaulto reserves the right to restrict or terminate access to the Services for Users in any jurisdiction at any time and for any reason.

5. Access, Authentication, and Account Security

5.1 Wallet-Based Access

For end-user web applications (Vaulto Search, Vaulto Swap, Vaulto Stake, Vaulto Ramp), access is provided through wallet connection protocols. Users connect compatible cryptocurrency wallets to authenticate their sessions. Vaulto does not create or manage traditional username and password accounts for these Services.

5.2 API Platform Authentication

For the Vaulto API platform, Users may authenticate via Google OAuth or other supported identity providers and may link a cryptocurrency wallet address to their authenticated session. Once linked, the wallet address and the authentication identity are internally associated to streamline future access. Users may authenticate subsequently by signing a message with the linked wallet.

5.3 User Responsibility for Security

Users are solely responsible for:

- Safeguarding their wallet private keys, seed phrases, and authentication credentials.

- Maintaining the security of any devices or accounts used to access the Services.
- All activity conducted through their wallet or authenticated session, whether authorized or unauthorized.

Vaulto is not liable for any loss, theft, compromise, or unauthorized access to User wallets, credentials, or assets. Users must immediately notify Vaulto at support@vaulto.ai if they suspect unauthorized access to their session or credentials.

6. Fees, Billing, and Payment Terms

6.1 Vaulto Search Premium Subscriptions

Premium subscription tiers for Vaulto Search are billed on an auto-renewing basis via PayPal. Subscription fees, billing cycles, and rate limits are detailed at <https://api.vaulto.ai/docs/guide/billing.html>. By subscribing, you authorize Vaulto and PayPal to charge the applicable subscription fee to your designated payment method at the beginning of each billing cycle until you cancel.

6.2 Vaulto API Usage Fees

Access to the Vaulto API is subject to usage-based fees, payable in USDC or other supported methods as specified. Pricing, rate limits, overage charges, and payment procedures are documented at <https://api.vaulto.ai/docs/guide/billing.html> and incorporated herein by reference.

6.3 Billing Disputes and Cancellations

Users may cancel auto-renewing subscriptions at any time through their account settings or by contacting support@vaulto.ai. Cancellations take effect at the end of the current billing period; no refunds are provided for partial subscription periods unless required by law or determined by Vaulto in its sole discretion. Billing disputes must be raised within thirty (30) days of the charge.

6.4 Non-Payment and Suspension

Failure to pay applicable fees when due may result in suspension or termination of access to premium features or the API. Vaulto reserves the right to assess late fees and interest on overdue amounts to the maximum extent permitted by law.

6.5 Fee Changes

Vaulto may modify fees, billing structures, or rate limits at any time upon reasonable notice. Continued use of paid Services after notice of fee changes constitutes acceptance of the new fees.

7. Acceptable Use and Prohibited Conduct

Users agree to use the Services only for lawful purposes and in compliance with these Terms. The following activities are strictly prohibited:

7.1 Illegal and Fraudulent Activity

- Engaging in or facilitating any activity that violates applicable laws, regulations, or third-party rights, including but not limited to money laundering, terrorist financing, fraud, market manipulation, securities fraud, or insider trading.
- Using the Services to evade sanctions, export controls, or other legal restrictions.

7.2 Abuse of Services

- Interfering with, disrupting, or imposing an unreasonable burden on the Services, including through denial-of-service attacks, excessive API requests beyond documented rate limits, or any conduct that degrades system performance.
- Attempting to gain unauthorized access to any portion of the Services, other Users' accounts, or Vaulto's systems or networks.
- Reverse engineering, decompiling, disassembling, or otherwise attempting to derive source code or proprietary algorithms from the Services, except to the extent such restriction is prohibited by law.

7.3 Misuse of Data and Information

- Scraping, harvesting, or extracting data from the Services by automated means other than through the documented API.
- Reselling, redistributing, or sublicensing raw data or analytics obtained from the Services in a manner that competes with Vaulto, absent a separate written agreement.
- Representing any data, information, or output from the Services as guaranteed, accurate, or suitable for investment decisions without independent verification.

7.4 Misrepresentation and Unauthorized Use

- Misrepresenting your identity, affiliation, or regulatory status.
- Using the Services to provide regulated investment advice, broker-dealer services, or other licensed financial services without appropriate authorization.
- Impersonating Vaulto, its employees, or other Users.

Vaulto reserves the right to investigate suspected violations, suspend or terminate access, and cooperate with law enforcement or regulatory authorities, without prior notice.

8. Third-Party Services, Data Providers, and Integrations

8.1 Third-Party Protocols and Data Sources

The Services integrate with, rely upon, or provide access to third-party decentralized protocols, data sources, and services, including but not limited to:

- Decentralized exchange aggregators and liquidity protocols (e.g., [Li.Fi](#), Uniswap).
- Blockchain indexing services and subgraphs (e.g., Uniswap subgraphs, The Graph protocol).
- Market and financial data providers (e.g., Alpha Vantage).
- Blockchain networks and oracle services.

Vaulto does not control, endorse, or guarantee the accuracy, availability, reliability, security, or performance of any third-party service or data source. Users acknowledge that third-party services operate under their own terms and conditions and privacy policies.

8.2 Hosting and Infrastructure

Vaulto utilizes third-party hosting and infrastructure providers, including Netlify and Railway, to deliver the Services. These providers may process User data in accordance with their own terms and privacy policies.

8.3 Payment Processing

Payment processing for Vaulto Search subscriptions is handled by PayPal. Users transacting through PayPal are subject to PayPal's terms of service and privacy policy. Vaulto does not store full payment card numbers or sensitive payment information.

8.4 Vaulto Ramp and Third-Party Payment Services

Vaulto Ramp provides a guided interface referencing third-party payment services, including Venmo, for fiat on-ramping and off-ramping. Vaulto does not perform money transmission, does not custody fiat funds, and does not conduct KYC verification. All transactions, compliance obligations, and user onboarding are handled exclusively by the third-party payment provider. Users must comply with the terms and policies of such providers.

8.5 No Liability for Third-Party Actions

Vaulto is not responsible or liable for any acts, omissions, errors, disruptions, security breaches, or failures of third-party services, protocols, or data providers. Users use third-party integrations at their own risk.

9. Intellectual Property Rights

9.1 Ownership of Vaulto Property

The Services, including all software, code, algorithms, user interfaces, designs, graphics, trademarks, service marks, trade names, logos, and other content provided by Vaulto (collectively, "**Vaulto Property**"), are owned by Vaulto or its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

9.2 Limited License to Users

Subject to compliance with these Terms, Vaulto grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your internal, personal, or business purposes. This license does not grant any ownership rights in the Vaulto Property.

9.3 Restrictions on Use of Data and Analytics

Data, analytics, visualizations, and other outputs provided through the Services (collectively, "**Outputs**") are licensed for your internal use only. You may not:

- Resell, redistribute, publicly display, or sublicense Outputs to third parties in a manner that competes with Vaulto's business.
- Remove, obscure, or alter any proprietary notices or attributions on Outputs.
- Incorporate Outputs into derivative works or products intended for commercial distribution without Vaulto's prior written consent.

9.4 Feedback and Suggestions

If you provide Vaulto with feedback, suggestions, or ideas regarding the Services, you grant Vaulto a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such feedback without any obligation or compensation to you.

10. Disclaimers and Limitations of Liability

10.1 No Warranties; "As-Is" Provision

THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. VAULTO DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.
- Warranties regarding the accuracy, completeness, reliability, timeliness, or availability of the Services, data, or information.
- Warranties that the Services will be uninterrupted, secure, error-free, or free from viruses or other harmful components.

10.2 No Liability for Blockchain and Protocol Risks

Vaulto is not liable for any losses, damages, or adverse consequences arising from or related to:

- Blockchain network congestion, transaction failures, forks, reorgs, or consensus failures.
- Smart contract bugs, vulnerabilities, exploits, or hacks affecting third-party protocols.
- Oracle failures, incorrect or delayed pricing data, or liquidity shortages.
- Slippage, impermanent loss, liquidations, or other adverse trading outcomes.
- Regulatory actions, seizures, or restrictions imposed on blockchain networks, protocols, or digital assets.

10.3 No Liability for Market and Investment Losses

Vaulto is not liable for any financial losses, lost profits, lost opportunities, or adverse investment outcomes resulting from your use of the Services, reliance on any information or data provided, or any decision to buy, sell, hold, or trade digital assets or tokenized securities.

10.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VAULTO'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY YOU TO VAULTO IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED DOLLARS (USD \$100).

10.5 Exclusion of Consequential Damages

IN NO EVENT SHALL VAULTO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF VAULTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.6 Jurisdictional Limitations

Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities. In such jurisdictions, Vaulto's liability shall be limited to the maximum extent permitted by law.

11. Indemnification

You agree to indemnify, defend, and hold harmless Vaulto, its affiliates, subsidiaries, officers, directors, employees, agents, contractors, licensors, and service providers (collectively, the "**Vaulto Parties**") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or related to:

- Your use or misuse of the Services.
- Your breach of these Terms or violation of any applicable law or regulation.
- Your violation of any third-party rights, including intellectual property rights, privacy rights, or contractual rights.

- Any transactions, trades, or interactions you conduct through or in connection with the Services.
- Any inaccurate or incomplete representations or warranties you have made.

Vaulto reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate fully with Vaulto in such defense.

12. Termination and Suspension

12.1 Termination by Vaulto

Vaulto reserves the right, in its sole discretion, to suspend, restrict, or terminate your access to the Services, in whole or in part, at any time and for any reason, including but not limited to:

- Breach of these Terms or any applicable law or regulation.
- Non-payment of fees or fraudulent payment activity.
- Conduct that poses a risk to Vaulto, other Users, or the integrity of the Services.
- Legal or regulatory requirements.
- Discontinuation of the Services or specific features.

Termination or suspension may occur without prior notice where Vaulto determines immediate action is necessary.

12.2 Effect of Termination

Upon termination or suspension:

- Your license to access and use the Services immediately ceases.
- Vaulto may deactivate your API keys and disable access to premium features.
- You remain liable for any fees incurred prior to termination.
- Certain provisions of these Terms that by their nature should survive (including Sections 9, 10, 11, 13, and 14) shall continue in effect.

12.3 Data Retention After Termination

Vaulto may retain certain User data after termination for legal, security, fraud prevention, compliance, and operational purposes in accordance with the Privacy Policy.

12.4 Termination by User

You may discontinue use of the Services at any time. To cancel a subscription, follow the procedures outlined in Section 6.3 or contact support@vaulto.ai.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms and any disputes arising out of or related to these Terms or the Services shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of law principles.

13.2 Jurisdiction and Venue

You agree that any legal action, suit, or proceeding arising out of or related to these Terms or the Services shall be brought exclusively in the state or federal courts located in the State of Delaware. You irrevocably consent to the personal jurisdiction and venue of such courts and waive any objection to jurisdiction or venue.

13.3 Waiver of Class Actions and Jury Trial

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AND VAULTO AGREE THAT ANY DISPUTE SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION, CONSOLIDATED ACTION, OR REPRESENTATIVE ACTION. YOU AND VAULTO EACH WAIVE THE RIGHT TO A TRIAL BY JURY.

13.4 Informal Dispute Resolution

Before initiating formal legal proceedings, the parties agree to attempt to resolve disputes informally by contacting support@vaulto.ai and negotiating in good faith for at least thirty (30) days.

14. General Provisions

14.1 Modifications to Terms

Vaulto reserves the right to modify, amend, or update these Terms at any time. Material changes will be communicated via notice on the Vaulto website or by email to API Users with registered email addresses. The "Last Updated" date at the top of these Terms will reflect the date of the most recent changes. Your continued use of the Services after such notice constitutes acceptance of the modified Terms.

14.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if not possible, severed from these Terms. The remaining provisions shall remain in full force and effect.

14.3 Waiver

No waiver of any provision of these Terms shall be deemed a further or continuing waiver of that provision or any other provision. Vaulto's failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

14.4 Assignment

You may not assign, transfer, or delegate these Terms or any rights or obligations hereunder without Vaulto's prior written consent. Vaulto may freely assign these Terms in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its

assets. These Terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

14.5 Entire Agreement

These Terms, together with the Privacy Policy and any other documents expressly incorporated by reference, constitute the entire agreement between you and Vaulto regarding the Services and supersede all prior or contemporaneous agreements, understandings, representations, and communications, whether written or oral.

14.6 Force Majeure

Vaulto shall not be liable for any delay or failure to perform obligations under these Terms due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, government actions, pandemics, internet or telecommunications failures, or disruptions to blockchain networks.

14.7 Notices

All notices required or permitted under these Terms shall be in writing and delivered to:

Vaulto, Inc.

Attention: Legal Department

10915 Strathmore Dr

Los Angeles, CA 90024

Email: support@vaulto.ai

Notices to Users will be sent to the email address associated with the User's account or posted on the Vaulto website.

14.8 Independent Contractors

The parties are independent contractors. These Terms do not create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

14.9 U.S. Government Rights

If you are a U.S. government entity, the Services are provided as "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. § 2.101, and your rights are limited to those granted to non-governmental users under these Terms.

14.10 Export Controls

The Services and underlying technology may be subject to U.S. and international export control laws and regulations. You agree to comply with all applicable export and re-export restrictions and will not access or use the Services in violation of such laws.

14.11 Contact Information

For questions, concerns, or requests regarding these Terms or the Services, please contact:

Email: support@vaulto.ai

Address: 10915 Strathmore Dr, Los Angeles, CA 90024

END OF TERMS OF SERVICE