

## ARIA PROTOCOL LABS INC. POINTS PROGRAM TERMS AND CONDITIONS

Last Updated: June 25, 2025

**PLEASE READ THESE TERMS CAREFULLY. BY REGISTERING FOR, RECEIVING OR USING THE POINTS PROGRAM OR OTHERWISE PARTICIPATING IN THE POINTS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, AND ANY ADDITIONAL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT PARTICIPATE IN THE POINTS PROGRAM.**

### **General Application of Terms**

These Terms and Conditions (these “**Points Terms**”) apply to any access to and/or participation in the Aria Protocol Labs Inc. (“**Aria**”) points program (the “**Points Program**”) existing now or in the future. These Points Terms are in addition to: (1) the then-current Terms of Service, available at <https://app.ariaprotocol.xyz/terms.pdf>, (2) the then-current Privacy Notice, available at <https://app.ariaprotocol.xyz/privacy-policy.pdf>, (3) the then-current Claim Site Disclosures, available at <https://app.ariaprotocol.xyz/claimandstaking.pdf>, and the then-current Staking Program Disclosures, available at <https://app.ariaprotocol.xyz/claimandstaking.pdf> (collectively, the “**Aria Terms**”), but in each case only to the extent necessary to govern your participation in the Points Program. All capitalized terms used but not defined herein shall have the respective meanings given to them in the Terms of Service. If these Points Terms are inconsistent with any part of the Aria Terms, these Points Terms will govern your participation in the Points Program.

The Points Program is offered at the sole discretion of Aria. Rules, terms, conditions, benefits or points may be modified or terminated at any time by Aria in its sole discretion.

These Points Terms do not alter in any way the terms or conditions of any other agreement you may have with Aria or any of its affiliates for other products and services, or the terms or conditions of any other promotional offers or programs conducted by Aria outside the context of the Points Program.

### **Eligibility**

The Points Program is open to individuals outside of the Restricted Countries who are eligible to access and use the Interface. The Points (defined below) are intended for personal use only. Commercial use or transfer of the Points is prohibited. Aria reserves the right to terminate and disqualify you at any time from participating in the Points Program if you do not comply with these Points Terms or any other part of the Aria Terms. If you are terminated from the Points Program, you will forfeit all of your accrued Points.

Individuals who are located in: (i) Belarus; (ii) Cuba; (iii) Iran; (iv) North Korea; (v) Russia; (vi) Syria; (vii) Ukraine; (viii) the United Kingdom; and (ix) the United States (collectively, the “**Restricted Countries**”) are not eligible to participate in the Points Program.

### **How to Earn via the Points Program**

You may accumulate points (“**Points**”) for any qualifying action made on and after the launch of the Points Program on May 1, 2025 (the “**Launch**”). However, Points will not be awarded for transactions occurring prior to the Launch.

## **Points**

Eligible participants can earn Points by engaging with the Aria protocol and the \$APL Tokens (“**\$APL**” or the “**Tokens**”) and \$stAPL Tokens (“**\$stAPL**” or the “**Staked Tokens**”). Participants can view the current activities eligible for the Points Program at <https://points.ariaprotocol.xyz/>.

The Points Program may be subject to additional terms, conditions, restrictions or limitations, which may be added to these Points Terms from time to time in the Company’s sole discretion, including, but not limited to any terms disclosed at <https://points.ariaprotocol.xyz/> and Aria’s discord channel. Points accumulated under the Aria Points Program have no cash value.

## **Tracking Points**

Participants in the Points Program can view and track earned Points (once confirmed by the Company) by connecting their wallet to the Interface.

## **Limitations, Restrictions, and Other Terms**

Aria’s determinations of participant eligibility or any questions or disputes arising under the Points Program, these Points Terms, or any other Aria rules or restrictions shall be final and binding and not subject to challenge or appeal.

You may only participate in the Points Program with one wallet per person. You may not create multiple wallets to take advantage of the Points Program.

There are no membership fees associated with the Points Program, although use of online services in conjunction with participation in the Points Program may result in gas fees, data charges, internet access fees, or similar expenses.

Aria is not responsible for any problems or technical malfunction of any telephone, Internet or blockchain network or lines, online systems, servers, providers, computer equipment, software, or messaging platform, or as a result of technical problems or traffic congestion on the Internet, any website, or any application, or any combination thereof, including, without limitation, any resulting error in computing qualifying actions or any unavailability of Points, or any injury or damage to any participant’s or any other person’s computer or mobile device related to or resulting from participation in the Points Program. If, for any reason, the Points Program is not capable of running as planned, including due to errors of any kind or nature, infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Aria which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Points Program, Aria reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Points Program or otherwise respond to the circumstances as Aria deems appropriate.

## **Disclaimers**

**THE VALUE OF CRYPTOCURRENCY AND DIGITAL ASSETS, INCLUDING \$APL TOKENS AND \$STAPL, ARE SUBJECT TO CHANGE. THERE CAN BE A SUBSTANTIAL RISK THAT \$APL TOKENS OR \$STAPL COULD LOSE THEIR VALUE (AND POSSIBLY ALL OF THEIR VALUE) AS A RESULT OF RECEIVING, BUYING, SELLING, OR HOLDING CRYPTOCURRENCY AND OTHER DIGITAL ASSETS.**

**The value of any digital asset is subjective and therefore can be volatile. Digital and similar assets have no inherent or intrinsic value. Aria does not and cannot guarantee that any digital asset you hold will retain its original value. You agree to assume all risk associated with the use and value of the digital asset.**

THE POINTS PROGRAM IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Points Program will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any information or content provided through the Points Program. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR NOT TAKEN IN RELIANCE ON MATERIAL OR INFORMATION CONTAINED IN THE POINTS PROGRAM. ARIA WILL NOT BE RESPONSIBLE FOR OR LIABLE TO YOU FOR ANY LOSS FOR ANY USE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THESE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

**Ownership of APL Catalog.** If you participate in the Points Program, you may at times hold \$APL Tokens or \$stAPL in your wallet. You do not and will not have any ownership interest in the APL Catalog (as defined in the Claim Site Disclosures). You agree that you have no right, title or interest in the APL Catalog either now or in the future.

**Staking Rewards.** If you participate in the Points Program and hold \$stAPL in your wallet, you may be eligible to earn rewards, in addition to Points, by participating in the Staking Program (as defined in the Staking Program Disclosures). Such activities are governed by the Aria Terms, including but not limited to the Staking Program Disclosures.

**Technology.** You assume full responsibility and liability for any losses resulting from any intentional or unintentional misuse of your Points, Tokens or Staked Tokens, including without limitation, any loss resulting from designating a non-compliant wallet for the receipt of any Tokens or Staked Tokens. The Company assumes no responsibility or liability in connection with any such misuse.