

Terms of Use

[Agora Bermuda Limited Terms of Use](#)

[Agora Blue Limited Terms of Use](#)

Agora Bermuda Limited Terms of Use

As of May 27, 2026

Welcome to Agora!

These Terms of Use (the “**Terms**”) govern your use of any and all services provided by Agora Bermuda Limited, a Bermuda exempted company registered as a segregated accounts company under the Segregated Accounts Companies Act 2000 (as amended) of Bermuda (“**SAC Act**”) (the “**Company**”), the Company acting in respect of, and for and on behalf of its Segregated Account as issuer of AUSD (“**Agora Bermuda**,” “**we**,” “**our**,” “**us**”, and together with the Company, “**Agora**”) including minting and redeeming digital assets, the white-label stablecoin service and any and all services provided by Agora and any and all Related Parties as defined below (the “**Services**”). To the extent you do not have an Agora account but hold AUSD, these Terms still apply to your holding and use of AUSD. **For the avoidance of doubt, holders of AUSD who do not have an Agora Account are not customers of Agora.**

The Company is incorporated as a Bermuda exempted company limited by shares and is regulated and licensed by the Bermuda Monetary Authority to conduct digital asset business activities in and from within Bermuda (as set out herein) under and in accordance with the Digital Asset Business Act 2018 (as amended) of Bermuda and related regulations, which can be found at <https://www.bma.bm/legislation>. The Company holds a Class F license to issue, sell or redeem virtual coins, tokens or any other form of digital asset. These Terms constitute a binding agreement between you and the Company, including our parents, subsidiaries, affiliates, entities under common ownership, or otherwise related parties (collectively, “**Related Parties**”). These Terms also constitute a binding agreement between you and Agora Bermuda as issuer of AUSD.

By using any and all services provided by the Company, you agree to be bound by and comply with these Terms, and any upcoming changes as described in the **Amendments** section at the time you accept these Terms (which changes will apply to you on the indicated effective dates). You acknowledge and agree to Agora keeping a record of acceptance of these Terms and any updates to these Terms. If you do not agree with these Terms, you may not, and are prohibited from, access or use of the Services and/or any other aspect of our business.

Please read these Terms, our [Risk Disclosure Statement](#) and our [Privacy Policy](#) and any and all other terms referenced in this document carefully. These Terms are important because they:

- Outline your legal rights;
- Outline your eligibility to use the Services;
- Explain the rights you give to us and the Related Parties when you use the Services;
- Describe the rules you must follow when using the Services;
- Contain a class action waiver and an agreement to resolve any disputes that may arise by arbitration; and
- Contain a clause that delegates decisions regarding the interpretation and application of the arbitration clause to an arbitrator and not to a court or judge.

PLEASE BE AWARE THAT THESE TERMS CONTAIN PROVISIONS REGARDING THE RESOLUTION OF DISPUTES BETWEEN YOU AND AGORA, INCLUDING AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT ALL DISPUTES BETWEEN YOU AND AGORA SHALL BE RESOLVED BY BINDING CONFIDENTIAL ARBITRATION. THESE TERMS ALSO CONTAIN A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. PLEASE READ THESE SECTIONS OF THE TERMS CAREFULLY.

Amendments

We may amend or modify these Terms at any time by posting the revised Terms on an affiliated or third-party platform or website notified to you by Agora from time to time (each a “**Platform**”) and/or providing an electronic copy to you via e-mail (“**Revised Terms**”). Please carefully review each notice or Revised Terms and familiarize yourself with the upcoming changes. In circumstances where the changes to the Terms are material, we will provide you with **30 days’** prior notice of such change, and will post the Revised Terms on a Platform as well as provide you with an electronic copy via email; provided however material changes do not include changes that (i) are to your benefit, (ii) are required to be made to comply with applicable laws and/or regulations or as otherwise required by regulators, (iii) relates to a new product or service, or (iv) otherwise clarifies an existing term. Your continued use of the Services after the posting of Revised Terms constitutes your acceptance of such Revised Terms. If you do not agree with any such modification, your sole and exclusive remedy is to **terminate** your use of the Services and close your Agora Account. Use of your Agora Account for the sole purpose of terminating its use and transferring any remaining balance will not constitute acceptance of the Terms.

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Eligibility

- By accessing or using the Services, you agree to abide and be bound by the eligibility requirements set forth herein and all other applicable policies referenced in these Terms.
- In order to access or use the Services, you must be a corporation, legal person, entity, or other organization (a “**Person**”) in a location in which the Services are available with the full power, authority, and capacity to (1) access and use the Services; and (2) enter into, deliver, and perform your obligations under these Terms.
- **Prohibited Users.** If any of the following apply to you, you are ineligible to use the Services or to sign up for an Agora Account:
 - You are less than 18 years of age.
 - Your use of Services may cause us not to be compliant with relevant laws, sponsor bank requirements, and card or payment association rules and policies.
 - You are incorporated in one of the Prohibited States (as defined below), or you are acting on behalf of an entity incorporated in the Prohibited States or controlled by a Prohibited Person (as defined below), or you intend to transact with an entity incorporated in the Prohibited States or controlled by a Prohibited Person.
 - “**Prohibited States**” means the United States, Afghanistan, Belarus, Bosnia and Herzegovina, Burma, Burundi, Central African Republic, Democratic Republic of Congo, Crimea, Donetsk and Luhansk regions of Ukraine, Cuba, Ethiopia, Haiti, Iran, Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, Democratic People’s Republic of Korea (North Korea), Republic of Guinea-Bissau, Pakistan, Somalia, South Sudan, Sudan & Darfur, Syria, Ukraine, Venezuela, Yemen, Zimbabwe, Russia, or any other country or territory on which the United States imposes sanctions or embargoes goods.
 - The list of Prohibited States is subject to change at any time. In the event a state becomes a Prohibited State, Agora will provide users incorporated in that state with notice via e-mail, a notification on a Platform, or other means deemed necessary regarding their access to the Services.
 - You are on—or are owned or controlled by someone listed on—any government list of prohibited or restricted parties, including, but not limited to, the Table of Denial Orders, the U.S. Department of Commerce’s Entity List, or the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”) lists, including but not limited to, the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, the non-Menu-Based Sanctions list, Her Majesty’s Treasury Financial Sanctions Target, or Bermuda Sanctions Regime List (“**Prohibited Persons**”).
 - You fall into one of the following categories and/or accept payment for the following Prohibited Activities and you have not obtained our express prior written authorization:
 - **Prohibited Activities** means: Gambling services; Pseudo-pharmaceuticals; Weapons vendors, sellers and manufacturers; Illegal/controlled substance vendors; Drugs and Drug Paraphernalia; Adult Content and Escort Services; Multi-Level Marketing (MLM); Illegal products and services; Counterfeit or unauthorized goods; Unlicensed or unregistered Money Service Businesses; Missions, Embassies, and Consulates; Unlicensed Marijuana-related businesses; Unlicensed Gaming, Wagering, or lottery business; Businesses related to Narcotics Trafficking or Internet

pharmacies; Hawala remittance services; Payday lenders or you are a corporation with bearer shares.

- You conduct or intend to conduct any of the Prohibited Transactions (as defined below). Agora reserves the right to monitor your account activity for evidence of Prohibited Transactions.
- **“Prohibited Transactions”** means: Wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit; purchasing goods of any type from Darknet markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods); money laundering; terrorist financing; or processing transactions for another business other than the one listed on the account.

If Agora determines that you do not meet these eligibility requirements, it reserves the right to block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora’s [Risk Disclosure Statement](#).

Prohibited Use

You may not use the Services to engage in the following categories of activity (**“Prohibited Use”**). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Services involves a Prohibited Use or have questions about how these requirements apply to you, please submit a support request to: support@agora.finance.

By using the Services, you represent and warrant that you will not use any services offered by Agora or Related Parties to do any of the following:

- **Unlawful Activity.** Conduct (or assist any other party in conducting) activity which would violate, or cause a violation of any applicable law, statute, ordinance, regulation, economic or financial sanctions, trade embargoes, and restrictions imposed, administered or enforced from time to time by governmental authorities, including, without limitation, OFAC, and any other governmental authorities with jurisdiction over you or Agora; as well as any activity which would violate, or assist in violation of, laws, statutes, ordinances, or regulations regarding the publishing, distribution, or dissemination of any unlawful material or information.
- **Abusive Activity.** Actions which: impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Platform, other Agora Accounts, computer systems or networks connected to the Platform, through password mining or any other means; use Agora Account information of another party to access or use the Platform, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user’s Agora Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express written permission of Agora.
- **Transfers to Third Party.** Transfer your access to the Services to a third party, unless by operation of law or with the express written permission of Agora.
- **Abuse Other Users.** Interfere with another individual’s or entity’s access to or use of any Services; defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity, and intellectual property) of others; harvest or otherwise collect information from the Platform about others, including, without limitation, e-mail addresses without proper consent.

- **Fraud.** Activity which operates to defraud Agora, Agora users, or any other person; provide any false, inaccurate, or misleading information to Agora.
- **Intellectual Property Infringement.** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law, including, but not limited to, sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Agora intellectual property, name, or logo, including use of Agora trade or service marks, without express consent from Agora or in a manner that otherwise harms Agora or the Agora brands; any action that implies an untrue endorsement by or affiliation with Agora.
- **Acting for a Third Party.** Use the Services on behalf of any third party or otherwise act as an intermediary between Agora and any third parties.

If Agora determines that you have violated the terms of Prohibited Use, Agora reserves the right to block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora's [Risk Disclosure Statement](#).

Establishing your Relationship

You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, two-factor authentication devices, or any other codes that you use to access the Services. You must keep your mailing address, e-mail address, and other contact information current.

Agora Bermuda Limited is a Bermuda exempted company. You acknowledge and agree that all Agora Accounts are deemed to be located in Bermuda, and that performance of any and all Services are deemed to occur in, and are subject to the laws of, the Bermuda Authorities.

Terminating your Relationship

You may terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to the Services provided to you even after the relationship has been terminated. When you terminate the relationship, we will cancel any scheduled or incomplete transactions.

In certain cases, you may not terminate your relationship, including, but not limited to:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If the relationship is subject to a hold, limitation, or reserve.

AUSD

About AUSD

AUSD may be used, kept, or exchanged online wherever parties are willing to accept AUSD. AUSD is 100% backed by Agora's Reserves, traditional currency, and cash equivalents (such as short-term U.S. Treasury securities and overnight reverse repurchase agreements), and other U.S. Dollar-denominated assets, which may include regulated stablecoins (such as USDC) and tokenized fixed income products (the "**Reserves**").

The composition of the Reserves used to back AUSD is within the sole control and at the sole and absolute discretion of Agora. AUSD tokens are denominated in USD fiat currency. The composition of the Reserves are audited by a qualified independent third party auditor once a month and will be posted [here](#). The Reserves will be held in the segregated account, Agora Bermuda, in accordance with the SAC Act. The Reserves held in Agora Bermuda are not available or used to meet liabilities to, and are protected from, the general shareholders or general interest holders and from the creditors of the Company who are not creditors with claims linked to segregated accounts. For more information refer to the section headed “**Segregation of Assets and Limited Recourse**”.

In order to cause AUSD to be minted or redeemed directly by Agora, you must be a verified customer of Agora. No exceptions will be made to this provision. The right to have AUSD redeemed or minted is a contractual right personal to you. You agree that you will not mint or redeem for a third party or attempt to use a wallet other than your own wallet in connection with a mint or redeem. Agora aims to facilitate the redemption of AUSD within 48 business hours under the normal course of business or within 96 business hours under stress scenarios. Agora reserves the right to delay the redemption or withdrawal of AUSD if such delay is necessitated by the illiquidity or unavailability or loss of any Reserves held by Agora to back AUSD, and Agora reserves the right to redeem AUSD by in-kind redemptions of securities and other assets held in the Reserves.

Forks

AUSD is minted on various blockchains and protocols. Blockchains and protocols can sometimes experience events called “forks” where an alternative version of a blockchain or protocol is created. Where forks occur, it is possible that multiple versions of a digital token available on such blockchain or protocol could be created, for example, one on each fork. Due to the nature of AUSD, if a fork creates two or more digital tokens which purport to be an AUSD token, it is only possible for one of those digital tokens to be an AUSD token. As a result, in the event of a fork, only the digital tokens on the particular blockchain or protocol that Agora announces as being supported by Agora are AUSD tokens. Any other digital tokens resulting from the fork are not AUSD tokens.

Agora is under no obligation to support any particular blockchain or protocol, any forked version of any particular blockchain or protocol, or any digital tokens resulting from a fork of a blockchain. Where a blockchain or protocol on which AUSD is minted is forked, Agora may elect to suspend Services temporarily or for an extended period of time, on little or no notice.

Agora will determine, in its sole discretion, whether to support a particular fork of a blockchain or protocol or whether to cease support for all versions of a particular blockchain or protocol.

Where Agora determines to cease support for a particular blockchain or protocol, you will take any and all actions reasonably necessary to effectuate the migration of your AUSD token to a supported blockchain or protocol identified by Agora. Agora assumes no liability or responsibility whatsoever arising out of or relating to your failure to effectuate such migration of your AUSD to another blockchain or protocol identified by Agora.

Agora assumes no liability or responsibility whatsoever for any losses or other issues that might arise from Agora electing to support or not support a particular blockchain or protocol, any forked version of any particular blockchain or protocol, or any digital tokens resulting from a fork of a blockchain or protocol.

It is also possible that a third party could create a digital token which claims to be an alternative version of AUSD, such as by “wrapping” or “bridging” AUSD tokens. These digital tokens are not AUSD tokens. They are not minted or supported by Agora. They cannot be redeemed with Agora.

White-Labeled Stablecoin Service

By using the white-labeled stablecoin service, you acknowledge that your white-labeled products are distinct from and not interchangeable with AUSD. These tokens are issued and sold independently by you. Agora makes no guarantees regarding the availability, functionality, or security of these smart contracts. These white-labeled stablecoins create no liability on Agora's behalf. Agora is only required to maintain a 1:1 peg of AUSD with the USD, not a 1:1 peg of the white-labeled stablecoin with the USD.

These white-labeled products are not redeemable with Agora. Holders of your white-labeled products may only convert them back to AUSD with you. By using Agora's white-labeled stablecoin service you agree to ensure users of your white-labeled products understand and acknowledge the terms as set forth in this section.

You agree to indemnify and hold harmless Agora and the Related Parties, and each of their respective officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages (actual and consequential), losses, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, relating to, or in any way connected with holding or use of your white-labeled products. We reserve the right to assume control of the defense of any third party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Fees

By using the Services, you agree to pay all applicable fees, as set forth on our fee schedule, which may be found on a Platform. Agora may adjust fees from time to time based on demand and market conditions, with or without prior notice.

AUSD Loyalty Rewards Program

We reserve the right to determine your eligibility for enrollment in the AUSD Loyalty Rewards Program (the "**Rewards Program**"). The Rewards Program is a voluntary, opt-in incentive program designed to promote active engagement and measurable participation in the AUSD ecosystem. Eligibility for the Rewards Program may be based on your brand recognition, digital asset community involvement, overall presence in the industry and/or jurisdiction. Rewards are earned through the provision of specific services, completion of qualified activities and demonstrable contributions to the AUSD ecosystem. Enrollment and continued participation are subject to Agora's sole discretion and subject to Agora's verification and approval processes. No participant shall be required to enroll in or participate in the Rewards Program as a condition to accessing AUSD or any other Agora product or service. If we determine you are eligible, you may be enrolled in the Rewards Program and will be rewarded with a periodic AUSD distribution based on the amount of AUSD that is held in your designated address(es) daily (the "**Rewards Distribution**"). The Rewards Program is not available in all jurisdictions.

Agora may change the Rewards Distribution rate at any time and the rate will be communicated to you via e-mail or via a Platform. You may terminate your participation in the Rewards Program at any time by informing us about the removal of a designated address(es) via email or via a Platform. If you elect to terminate your participation in the Rewards Program, you forfeit any Rewards Distribution that has not yet been credited to your designated address(es).

Agora reserves the right to amend, suspend, or terminate the Rewards Program, or any aspect thereof, at its sole discretion, except where otherwise prohibited by law. Agora will notify participants of any material amendments to the Rewards Program and such amendments will be effective as of the date specified in such notice.

Independence of Third-Party Protocols

For the avoidance of doubt, the Rewards Program is distinct from, and does not encompass any third-party protocols, products, or offerings denominated in AUSD or otherwise, that participants in the Rewards Program may choose to deploy. Agora is not responsible for, and expressly disclaims any liability for, the operation, security, or performance of any third-party protocol leveraging AUSD.

Representations, Warranties and Covenants

You agree that all of your representations and warranties, as set out in these Terms, are at all times true, accurate, and complete. If Agora determines that your representations and warranties have been inaccurate, or that you subsequently violated them, Agora reserves the right to block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora's [Risk Disclosure Statement](#).

By accepting these Terms, you represent to Agora Bermuda as follows:

- You have full legal capacity, power and authority to enter into these Terms and to perform its obligations hereunder. These Terms constitute valid, binding and enforceable obligations against you, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- You are eligible to purchase, mint and redeem the AUSD tokens under the applicable law of your jurisdiction, including any laws which may apply to virtual asset activities. To the extent that you are subject to virtual asset licensure requirements, you represent and warrant that you are so licensed and authorized. You are purchasing, minting and redeeming the AUSD tokens for your own account, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof.
- You represent that the acceptance of these Terms and the purchase, mint and redemption of AUSD tokens will not result in: (a) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (i) any provision of your formation documents, if any exist, (ii) any provision of any judgment, decree or order to which you are a party, by which it is bound, or to which any of its material assets are subject, (iii) any material contract, obligation or commitment to which you are a party or by which it is bound, or (iv) any applicable laws; or (b) the creation of any material lien, charge or encumbrance upon any of your material assets.
- You have such knowledge and experience in financial and business matters such that you are capable of evaluating the merits and risks of accepting these Terms and of purchasing AUSD tokens and are able to incur a complete loss of the Purchase Amount without impairing your financial condition. You further represent that you have been provided the opportunity to ask Agora Bermuda questions, and where applicable, has received satisfactory answers from Agora Bermuda, regarding these Terms and AUSD tokens generally.
- You have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain or cryptographic tokens and other virtual assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and implications of your purchase, mint or redemption of the AUSD tokens, including but not limited to the matters set forth in these Terms and the risks outlined in the [Risk Disclosure Statement](#), and are able to bear the risks thereof, including loss of all amounts paid, loss of AUSD tokens, and liability to Agora Bermuda and others for your acts and omissions, including without limitation those constituting breach of these Terms, negligence, fraud or willful misconduct. Your financial situation is such that you can afford to bear the economic

risk of holding the AUSD tokens for an indefinite period of time, and you can afford to suffer the complete loss of your AUSD tokens.

- You understand that AUSD tokens confer no rights of any form with respect to Agora Bermuda or any of its Related Parties, including, but not limited to, any ownership, distribution, liquidation, proprietary, or other financial or legal rights. AUSD tokens have no rights, uses or attributes outside of the uses described in these Terms, in particular no right comparable to the ones of a share, bond, participation rights, structured products, mutual fund/collective investment schemes/investment fund, derivatives, or other type of securities under the laws of Bermuda.
- You represent that you have adequate information on which to base your decision to purchase, mint or redeem AUSD. You acknowledge, understand, and agree that the Terms may be amended or updated at any time and that any such amendment or update, however fundamental, shall not impact the validity or applicability of these Terms.
- Your acceptance of these Terms complies with applicable laws and regulations in your jurisdiction.
- You understand that you bear sole responsibility for any taxes as a result of the matters and transactions the subject of these Terms, and the acquisition, ownership, use, sale, redemption or other disposition of AUSD held by you. To the extent permitted by law, you agree to indemnify, defend and hold Agora Bermuda or any of its Related Parties, employees or agents (including developers, auditors, contractors or founders) harmless for any claim, liability, assessment or penalty with respect to any taxes (other than any net income taxes of Agora Bermuda that result from the delivery of AUSD tokens to you) associated with or arising from your purchase, mint or redemption of AUSD hereunder, or the use or ownership of AUSD.
- You are not a Prohibited User as described herein or purchasing, minting or redeeming AUSD from a location in any Prohibited State. If your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Agora Bermuda.
- You will not use AUSD in connection with any activity that violates applicable laws in any relevant jurisdiction.
- You will at all times maintain control of your wallet where any AUSD is stored, and you will not share or disclose the account credentials associated with such wallet with any other party. If you transfer AUSD into another wallet or vault, you will likewise at all times maintain control of such other wallet or vault, and will not share or disclose the account credentials associated with such other wallet or vault with any other party.
- You have been advised that you must and you understand and agree that you will remain abreast of applicable updates, if any, to the Terms and will abide by all applicable restrictions, terms, limitations, and protocols contained therein, including, but not limited to restrictions on transfer, permissions, and other restrictions and requirements established by Agora Bermuda and included therein. You understand and agree that Agora Bermuda may change, update, and refine these restrictions, limitations, and protocols from time to time and in Agora Bermuda's sole discretion, including limitations applicable to AUSD which have been delivered to you.
- You understand and agree that AUSD shall not be held in escrow or in trust for and on your behalf by Agora Bermuda. You agree and acknowledge that at no time shall Agora Bermuda be regarded as a custodian of AUSD for and on your behalf.
- You agree to be bound by any affirmation, assent or agreement that you transmit to Agora Bermuda or any Related Parties by computer or other electronic device, including Internet, telephonic and wireless devices, including, but not limited to, any consent it gives to receive communications from Agora Bermuda or any Related Parties solely through electronic transmission. You agree that by

accepting these Terms, your agreement or consent will be legally binding and enforceable against you. You agree that Agora Bermuda and any Related Parties may send you electronic copies of any and all communications associated with its acquisition, mint or redemption of AUSD.

- You represent and warrant that you are not (i) the subject of sanctions administered or enforced by any country or government (collectively, “**Sanctions**”), (ii) organized or resident in a country or territory that is the subject of country-wide or territory-wide Sanctions or (iii) otherwise, a party with which Agora Bermuda is prohibited from dealing with under applicable laws.
- You hereby represent and warrant that the funds used to purchase or mint AUSD have been declared to any competent tax authorities and that they are not the proceeds of any kinds of misdemeanor, felony, or crime.
- You represent, warrant and agree that all payments or other transfer of value to Agora Bermuda by you will be made through an account (or virtual currency public address whose associated balance, either directly or indirectly, has been funded by such an account) located in a jurisdiction that is not in a Prohibited State, associated with any Prohibited User, and would not, for any other reason, cause Agora Bermuda to be in violation of applicable laws.
- You agree that you will not mint or redeem for a third party or attempt to use a wallet other than your own wallet in connection with a mint or redeem.
- You represent and warrant that you have read and understood, and have had the opportunity to ask questions of and receive answers from Agora Bermuda in respect of, the [Risk Disclosure Statement](#).
- You agree that the representations contained in this Section shall be deemed to be repeated on each date on which AUSD is purchased, minted or redeemed, as applicable, under these Terms. You understand and agree that Agora Bermuda shall be under no obligation to mint or redeem any AUSD to you in the event that any representation contained in this Section is inaccurate or misleading in any way on the date such representation is made or deemed to be made.

YOU ARE AWARE OF THE RISKS ASSOCIATED WITH PURCHASING, OWNING AND USING AUSD INCLUDING THE INHERENT RISK OF THE POTENTIAL TO LOSE ALL AMOUNTS PAID FOR AUSD.

SUBJECT TO APPLICABLE LAW, YOU UNDERSTAND YOU HAVE NO RIGHT AGAINST AGORA BERMUDA OR ANY OTHER PERSON OR ENTITY EXCEPT IN THE EVENT OF AGORA BERMUDA’S BREACH OF THESE TERMS, INTENTIONAL FRAUD OR AS OTHERWISE EXPLICITLY SET OUT HEREIN.

Limitations of Liability

Except to the extent prohibited by applicable laws, in no event shall Agora and the Related Parties be liable to you or any other person or entity for any loss of business, profits or opportunities, loss of reputation or goodwill, or any special, punitive, aggravated, incidental, indirect, or consequential losses or damages, (even if Agora has been advised of the possibility of such damages) whether arising out of, relating to, or in connection with the Services, these Terms, the trading rules, the [Risk Disclosure Statement](#), the [Privacy Policy](#), and/or any agreement entered into pursuant to, or in connection with, these Terms, any other matter involving AUSD, or otherwise, whether based on contract, tort, negligence, strict liability, or otherwise. Agora’s and the Related Parties’ liability to you or any third parties in any circumstances, including in circumstances where we have accidentally, mistakenly or otherwise transferred or exchanged any digital assets belonging to you, is limited to the actual amount of loss or

damage which is caused directly and is reasonably foreseeable by our breach of these Terms and **shall in no event exceed \$10,000**. Such sum shall be paid as liquidated damages by us to you in full and final settlement and satisfaction of our entire liability and the Related Parties' entire liability for any loss or damage which is caused directly and is reasonably foreseeable by our breach of these Terms. You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.

Disclaimers

You assume full responsibility and liability for any losses resulting from any intentional or unintentional misuse of your wallet including, without limitation, the loss of your private keys associated with the wallet, any loss resulting from designating a non-AUSD compliant wallet for the receipt of AUSD, depositing one type of digital asset to a wallet intended for another type of digital wallet, failing to properly maintain the wallet, or any third party gaining access to the wallet and misappropriating AUSD. Agora Bermuda assumes no responsibility or liability in connection with any such misuse by you or any third party or any loss of your private keys associated with the wallet.

Except as expressly provided by these Terms and applicable laws, Agora Bermuda shall not be responsible or liable for any losses resulting directly or indirectly from: (i) government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond Agora Bermuda's control, including without limitation extreme market volatility or trading volume; (ii) your failure to adhere to use restrictions applicable to AUSD; or (iii) any action taken by Agora Bermuda to comply with applicable laws or these Terms.

No Warranty

The Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law.

Specifically, we disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and/or non-infringement. We do not make any representations or warranties that access to the Services will be continuous, uninterrupted, timely, or error-free. We will make reasonable efforts to ensure that transactions on the Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of our control.

Data Protection

You acknowledge and agree that we may process personal data, including sensitive and biometric data in relation to you. Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our sites and Services.

Upgrades and Asset Freezing

Agora has the ability and right to freeze individual accounts/addresses and their tokens and prevent them from sending, receiving, or interacting with AUSD on every blockchain to which AUSD is minted. Agora has the ability and the right to pause and/or upgrade all AUSD smart contracts regardless of where they are being held.

Your AUSD and the assets backing your AUSD may be subject to seizure or forfeiture by formal written legal directive from a regulator, judicial body, law enforcement agency, or other legal entity having jurisdiction over Agora, and Agora will comply with the legal process in respect thereof.

Agora reserves the ability to freeze assets, including AUSD, in the following situations and any other situation that it deems in good faith is necessary:

- Agora determines that the addresses violate Agora's Terms of Use or pose a threat to the Agora network.
- Agora determines that a security incident has or is reasonably expected to occur that could pose a threat to the Agora network or AUSD.
- Agora determines in good faith that it is required to do so in order to comply with a law, regulation, or legal order from a duly recognized government authorized authority, court of competent jurisdiction, or other governmental authority with jurisdiction over Agora.

Seizure of assets, including AUSD, will only occur pursuant to a binding legal directive.

If we determine after investigation that any of your AUSD have been used, or are being used, for illegal or sanctioned activity, or that you have violated the Prohibited Use terms as specified herein, Agora reserves the right to freeze any addresses associated with your activity and freeze associated AUSD (temporarily or permanently), and, if presented for redemption, such AUSD and the assets backing such AUSD may be forfeited. Any AUSD or assets underlying the AUSD that are subject to freeze, seizure, forfeiture, or similar limitation on their use imposed by law may become wholly and permanently unrecoverable and unusable, and in appropriate circumstances, may be destroyed.

Agora may reverse its decision to freeze an individual address/account or freeze assets upon formal confirmation from such duly recognized authorized authority, court of competent jurisdiction, or other governmental authority with jurisdiction over Agora that the legal obligation or court order is lifted or no longer applicable, or that a security incident no longer requires such intervention, or if Agora determines that there is no longer a violation of the Agora Terms of Use or a threat to the Agora network.

If any party is aware of improper conduct involving AUSD, the party should immediately contact Agora at **support@agora.finance**, as well as law enforcement to work towards filing a law enforcement report. Law enforcement may submit information requests to **legal@agora.finance**.

This section applies to all holders of AUSD. By using AUSD, you agree that we may take any and all actions set forth herein and that we will not be liable to you therefor.

Customer Service

Any complaints or concerns regarding Agora's products or services may be submitted to **support@agora.finance**.

Arbitration

Agora and you agree that any dispute, claim, controversy, or disagreement arising out of or relating in any way to these Terms or the breach, termination or invalidity thereof, your access to or use of the Services, any communications you receive, any products sold or distributed, including claims and disputes that arose between us before the effective date of these Terms including, but not limited to, legal and equitable claims, statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory (each, a "**Dispute**") shall be resolved on an individual basis by confidential arbitration before a sole arbitrator in Bermuda appointed by agreement between the Agora Bermuda and you, and in default of agreement within 30 days of a written demand for arbitration, then the arbitrator is to be appointed by the Appointments Committee of the Chartered Institute of Arbitrators Bermuda Branch. The language to be used in the arbitral proceedings shall be English.

Without waiving or otherwise affecting the Class Action Waiver below, in the event that your claim(s) in an arbitration substantially implicate or relate to the rights of, or claims by, other Agora customers who have also initiated arbitration against Agora, you agree that Agora shall have the right, but not the obligation, to join or consolidate such arbitrations into a single arbitration, in Agora's sole discretion.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**") in writing. If you initiate the arbitration, you must (in addition to the requirements of Bermuda's Arbitration Act 1986 and The Bermuda International Arbitration and Conciliation Act 1993) provide Agora a copy of your Request by e-mail at legal@agora.finance. The Request must include: (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration, as well as the e-mail addresses associated with the applicable Agora Account(s), including the name of your counsel and contact information, to the extent you are represented by legal counsel; (2) a statement of the legal claims being asserted and the factual bases of those claims; and (3) a description of the remedy sought, including an accurate, good-faith calculation of the amount in controversy.

Unless you and Agora otherwise agree, the place of arbitration shall be in Bermuda. Disputes involving claims, counterclaims, or requests for relief under \$25,000, not inclusive of attorneys' fees and interest, will be conducted solely on the basis of documents you and Agora submit to the arbitrator. If your claim exceeds \$25,000, the parties' right to a hearing will be determined by the arbitrator.

Confidentiality

During the arbitration, the amount of any settlement offer made by you, or Agora shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient, shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award, and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Delegation

Any dispute between Agora and you regarding the construction, interpretation, or application of this arbitration provision, including the enforceability, severability, revocability, scope, or validity of this arbitration provision, shall be decided by an arbitrator and not by a court or judge.

Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees and costs in arbitration, unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose. If you or Agora need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration.

Governing Law

This document and any dispute or claim arising out of or in connection with this document (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Bermuda. If any provision of this document is found unenforceable, invalid or illegal by any court of competent jurisdiction, validity of the remaining provisions of this document shall not be affected. Nothing in this document shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this document.

Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ANY BREACH THEREOF, ANY USE OR ATTEMPTED USE OF THE SITE OR THE SERVICE BY YOU, AND/OR ANY OTHER MATTER INVOLVING THE PARTIES.

Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND AGORA AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU AND AGORA EACH WAIVE THE RIGHT TO: (1) A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION. IF A COURT DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT. THIS CLASS ACTION WAIVER IS SUBJECT TO AND DOES NOT IMPAIR OR IMPEDE AGORA'S RIGHT TO CONSOLIDATE RELATED USER CLAIMS AS DESCRIBED ABOVE.

Indemnification

You will indemnify and hold harmless Agora and the Related Parties, and each of their respective officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages (actual and consequential), losses, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, relating to, or in any way connected with your breach of these Terms, your violation of any law, rule, or regulation, and/or holding or use of AUSD. We reserve the right to assume control of the defense of any third party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Force Majeure

Agora shall have no liability for any failure or delay resulting from any condition beyond our reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood, or other acts of God, labor conditions, power failures, equipment failures, and Internet disturbances.

Assignment

You may not transfer or assign these Terms or any rights or obligations hereunder, by operation of law or otherwise and any such attempted assignment shall be void, subject to the following exception.

We reserve the right to freely assign these Terms and the rights and obligations of these Terms to any of our affiliates or third party at any time without notice or consent. If you object to such transfer or assignment, you may stop holding and using AUSD, you may also stop using the Services, and terminate these Terms by closing your Agora Account.

Survival

Upon termination of these Terms (and termination of your Agora Account, if applicable), all rights and obligations of the parties that by their nature are continuing will survive such termination.

Segregation of Assets and Limited Recourse

Notwithstanding anything to the contrary herein, it is hereby declared and agreed that any provision of these Terms relating to the segregation of assets or liabilities of Agora Bermuda shall be governed by and construed in accordance with the SAC Act, and you hereby expressly acknowledge that you may not contract otherwise with Agora Bermuda, the Company or Related Parties in this regard. In the event there is any conflict between these Terms and the SAC Act, the provisions of the SAC Act shall prevail.

You hereby agree that, upon the purchase or minting of AUSD, you shall become a counterparty (as such term is defined under the SAC Act) of Agora Bermuda and these Terms shall constitute a contract in respect of Agora Bermuda.

These Terms confer no rights to you other than the rights linked to Agora Bermuda specifically set forth in these Terms. Except as required by Bermuda law, these Terms confer you no voting rights relative to either the affairs of Agora Bermuda, the affairs of any or all other segregated accounts of the Company or of the general account of the Company (as defined under the SAC Act (the “**General Account**”).

The Company shall ensure that all assets linked to the relevant Segregated Account are segregated, separate and separately identifiable from the assets linked to any other segregated account of the Company and the General Account and that assets and liabilities linked to any segregated account shall not be transferred between segregated accounts.

The assets of the Agora Bermuda shall be kept segregated within the meaning of the SAC Act and separate and distinct from all other funds and assets of the Company and are not chargeable with any liability arising from any other business of the Company. Except for claims relating directly to Agora Bermuda, the Company, its other shareholders and its other creditors shall have no recourse or right (whether with respect to its General Account or any of its other segregated accounts) to the assets and properties of Agora Bermuda, and the assets and properties of Agora Bermuda shall not be used with respect to the obligations of the General Account or the obligations of any of the Company’s other segregated accounts or any other persons, whether during the insolvency, bankruptcy or financial impairment of the Company, its other segregated accounts, its other shareholders, or Affiliates, or otherwise. The Company shall ensure that the assets of Agora Bermuda will at all times be maintained separately from, and will not be commingled with, the assets of the Company (whether under its General Account or under any of its other segregated accounts) or the assets of any other person or entity.

You acknowledge and agree as a holder of AUSD there shall only be recourse to the assets of Agora Bermuda and that (except where all relevant parties may expressly agree otherwise, and in accordance with the provisions of section 17A of the SAC Act) in the event of the exhaustion of the assets linked to Agora Bermuda, there shall be no recourse by any party to the assets which are linked to any other segregated account established by the Company or to the General Account and that there is no obligation whatsoever for the Company to use any of its property or assets to satisfy any claim in the event of the exhaustion of the assets of Agora Bermuda.

Agora Blue Limited Terms of Use

As of May 27, 2026

Welcome to Agora!

These Terms of Use (the “**Terms**”) govern your access and use of your Agora Account and any and all services provided by Agora Blue Limited, a British Virgin Islands company (“**Agora Blue**,” “**Agora**,” “**we**,” “**our**,” “**us**”), including use of the Agora Platform (the “**Platform**”), the Agora website found at <https://www.agora.finance/> (the “**Website**”) and minting and redeeming digital assets using the Platform and any and all services provided by Agora and any and all Related Parties as defined below (the “**Services**”).

These Terms constitute a binding agreement between you and Agora, including our parents, subsidiaries, affiliates, entities under common ownership, or otherwise related parties (collectively, “**Related Parties**”).

By signing up for and using an Agora Account, or any and all services provided by Agora, you agree to be bound by and comply with these Terms, and any upcoming changes as described in the **Amendments** section at the time you accept these Terms (which changes will apply to you on the indicated effective dates). You acknowledge and agree to Agora keeping a record of acceptance of these Terms and any updates to these Terms. If you do not agree with these Terms, you may not, and are prohibited from, access or use of the Services, the Platform, and/or any other aspect of our business.

Please read these Terms, our [Risk Disclosure Statement](#) and our [Privacy Policy](#) and any and all other terms referenced in this document carefully. These Terms are important because they:

- Outline your legal rights;
- Outline your eligibility to use the Services;
- Explain the rights you give to us and the Related Parties when you use the Services;
- Describe the rules you must follow when using the Services;
- Contain a class action waiver and an agreement to resolve any disputes that may arise by arbitration; and
- Contain a clause that delegates decisions regarding the interpretation and application of the arbitration clause to an arbitrator and not to a court or judge.

PLEASE BE AWARE THAT THESE TERMS CONTAIN PROVISIONS REGARDING THE RESOLUTION OF DISPUTES BETWEEN YOU AND AGORA, INCLUDING AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT ALL DISPUTES BETWEEN YOU AND AGORA SHALL BE RESOLVED BY BINDING CONFIDENTIAL ARBITRATION. THESE TERMS ALSO CONTAIN A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. PLEASE READ THESE SECTIONS OF THE TERMS CAREFULLY.

Amendments

We may amend or modify these Terms at any time by posting the revised Terms on the Website or Platform and/or providing an electronic copy to you via e-mail (“**Revised Terms**”). Please carefully review each notice or Revised Terms and familiarize yourself with the upcoming changes. In circumstances where the changes to the Terms are material, we will provide you with **30 days**’ prior notice of such change, and will post the Revised Terms on a Platform as well as provide you with an electronic copy via email; provided however material changes do not include changes that (i) are to your benefit, (ii) are

required to be made to comply with applicable laws and/or regulations or as otherwise required by regulators, (iii) relates to a new product or service, or (iv) otherwise clarifies an existing term. Your continued use of the Services after the posting of Revised Terms constitutes your acceptance of such Revised Terms. If you do not agree with any such modification, your sole and exclusive remedy is to **terminate** your use of the Services and close your Agora Account. Use of your Agora Account for the sole purpose of terminating its use and transferring any remaining balance will not constitute acceptance of the Terms.

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Eligibility

- By accessing or using your Agora Account or the Services, you agree to abide and be bound by the eligibility requirements set forth herein and all other applicable policies referenced in these Terms.
- In order to access or use your Agora Account or the Services, you must be a corporation, legal person, entity, or other organization (a “**Person**”) in a location in which Agora’s Services are available with the full power, authority, and capacity to (1) access and use the Services; and (2) enter into, deliver, and perform your obligations under these Terms.
- **Prohibited Users.** If any of the following apply to you, you are ineligible to use the Services or to sign up for an Agora Account:

- You are less than 18 years of age.
- Your use of Services may cause us not to be compliant with relevant laws, sponsor bank requirements, and card or payment association rules and policies.
- You are incorporated in one of the Prohibited States (as defined below), or you are acting on behalf of an entity incorporated in the Prohibited States or controlled by a Prohibited Person (as defined below), or you intend to transact with an entity incorporated in the Prohibited States or controlled by a Prohibited Person.
- **“Prohibited States”** means the United States, Afghanistan, Belarus, Bosnia and Herzegovina, Burma, Burundi, Central African Republic, Democratic Republic of Congo, Crimea, Donetsk and Luhansk regions of Ukraine, Cuba, Ethiopia, Haiti, Iran, Iraq, Lebanon, Libya, Mali, Myanmar, Nicaragua, Democratic People’s Republic of Korea (North Korea), Republic of Guinea-Bissau, Pakistan, Somalia, South Sudan, Sudan & Darfur, Syria, Ukraine, Venezuela, Yemen, Zimbabwe, Russia, or any other country or territory on which the United States imposes sanctions or embargoes goods.
- The list of Prohibited States is subject to change at any time. In the event a state becomes a Prohibited State, Agora will provide users incorporated in that state with notice via e-mail, a notification on the Website or Platform, or other means deemed necessary regarding their access to the Services.
- You are on—or are owned or controlled by someone listed on—any government list of prohibited or restricted parties, including, but not limited to, the Table of Denial Orders, the U.S. Department of Commerce’s Entity List, or the U.S. Department of the Treasury’s Office of Foreign Assets Control (**“OFAC”**) lists, including but not limited to, the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, the non-Menu-Based Sanctions list, Her Majesty’s Treasury Financial Sanctions Target, or Bermuda Sanctions Regime List (**“Prohibited Persons”**).
- You fall into one of the following categories and/or accept payment for the following Prohibited Activities and you have not obtained our express prior written authorization:
 - **Prohibited Activities** means: Gambling services; Pseudo-pharmaceuticals; Weapons vendors, sellers and manufacturers; Illegal/controlled substance vendors; Drugs and Drug Paraphernalia; Adult Content and Escort Services; Multi-Level Marketing (MLM); Illegal products and services; Counterfeit or unauthorized goods; Unlicensed or unregistered Money Service Businesses; Missions, Embassies, and Consulates; Unlicensed Marijuana-related businesses; Unlicensed Gaming, Wagering, or lottery business; Businesses related to Narcotics Trafficking or Internet pharmacies; Hawala remittance services; Payday lenders; or you are a corporation with bearer shares.
- You conduct or intend to conduct any of the Prohibited Transactions (as defined below). Agora reserves the right to monitor your account activity for evidence of Prohibited Transactions.
- **“Prohibited Transactions”** means: Wash trading, front-running, insider trading, market manipulation or other forms of market-based fraud or deceit; purchasing goods of any type from Darknet markets, or any other service or website that acts as a marketplace for illegal goods (even though such marketplace might also sell legal goods); money laundering; terrorist financing; or processing transactions for another business other than the one listed on the account.

If Agora determines that you do not meet these eligibility requirements, it reserves the right to block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora's [Risk Disclosure Statement](#).

Prohibited Use

You may not use your Agora Account to engage in the following categories of activity (“**Prohibited Use**”). The specific types of use listed below are representative, but not exhaustive. If you are uncertain as to whether or not your use of the Agora Services or the Agora Platform involves a Prohibited Use or have questions about how these requirements apply to you, please submit a support request to: support@agora.finance.

By opening an Agora Account, you represent and warrant that you will not use your Agora Account, any Agora Services, and/or the Agora Platform to do any of the following:

- **Unlawful Activity.** Conduct (or assist any other party in conducting) activity which would violate, or cause a violation of any applicable law, statute, ordinance, regulation, economic or financial sanctions, trade embargoes, and restrictions imposed, administered or enforced from time to time by governmental authorities, including, without limitation, OFAC, and any other governmental authorities with jurisdiction over you or Agora; as well as any activity which would violate, or assist in violation of, laws, statutes, ordinances, or regulations regarding the publishing, distribution, or dissemination of any unlawful material or information.
- **Abusive Activity.** Actions which: impose an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information; transmit or upload any material to the Website or Platform that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; attempt to gain unauthorized access to the Website or Platform, other Agora Accounts, computer systems or networks connected to the Website or Platform, through password mining or any other means; use Agora Account information of another party to access or use the Website or Platform, except in the case of specific merchants and/or applications which are specifically authorized by a user to access such user's Agora Account and information; or transfer your account access or rights to your account to a third party, unless by operation of law or with the express written permission of Agora.
- **Transfers to Third Party.** Transfer your access to the Services to a third party, unless by operation of law or with the express written permission of Agora.
- **Abuse Other Users.** Interfere with another individual's or entity's access to or use of any Agora Services; defame, abuse, extort, harass, stalk, threaten, or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity, and intellectual property) of others; harvest or otherwise collect information from the Website or Platform about others, including, without limitation, e-mail addresses, without proper consent.
- **Fraud.** Activity which operates to defraud Agora, Agora users, or any other person; provide any false, inaccurate, or misleading information to Agora.
- **Intellectual Property Infringement.** Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law, including, but not limited to, sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; use of Agora intellectual property, name, or logo, including use of Agora trade or service marks, without express consent from Agora or in a manner that otherwise harms Agora or the Agora brands; any action that implies an untrue endorsement by or affiliation with Agora.

- **Acting for a Third Party.** Use the Services on behalf of any third party or otherwise act as an intermediary between Agora and any third parties.

If Agora determines that you have violated the terms of Prohibited Use, Agora reserves the right to block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora's [Risk Disclosure Statement](#).

Representations, Warranties and Covenants

You agree that all of your representations and warranties, as set out in these Terms, are at all times true, accurate, and complete. If Agora determines that your representations and warranties have been inaccurate, or that you subsequently violated them, Agora reserves the right to restrict your access to the Website or Platform, block any address associated with your account and freeze associated AUSD (temporarily or permanently) consistent with the terms included herein and in Agora's [Risk Disclosure Statement](#).

By accepting these Terms, you represent to Agora as follows:

- You have full legal capacity, power and authority to enter into these Terms and to perform its obligations hereunder. These Terms constitute valid, binding and enforceable obligations against you, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.
- You represent that the acceptance of these Terms will not result in: (a) any violation of, be in conflict with in any material respect, or constitute a material default under, with or without the passage of time or the giving of notice (i) any provision of your formation documents, if any exist, (ii) any provision of any judgment, decree or order to which you are a party, by which it is bound, or to which any of its material assets are subject, (iii) any material contract, obligation or commitment to which you are a party or by which it is bound, or (iv) any applicable laws; or (b) the creation of any material lien, charge or encumbrance upon any of your material assets.
- Your acceptance of these Terms and access of the Website and Platform complies with applicable laws and regulations in your jurisdiction.
- You are not a Prohibited User as described herein or located in any Prohibited State. If your country of residence or other circumstances change such that the above representations are no longer accurate, you will immediately notify Agora.
- You have been advised that you must and you understand and agree that you will remain abreast of applicable updates, if any, to the Terms and will abide by all applicable restrictions, terms, limitations, and protocols contained therein, including, but not limited to restrictions on transfer, permissions, and other restrictions and requirements established by Agora and included therein. You understand and agree that Agora may change, update, and refine these restrictions, limitations, and protocols from time to time and in Agora's sole discretion.
- You agree to be bound by any affirmation, assent or agreement that you transmit to Agora or any Related Parties by computer or other electronic device, including Internet, telephonic and wireless devices, including, but not limited to, any consent it gives to receive communications from Agora or any Related Parties solely through electronic transmission. You agree that by accepting these Terms, your agreement or consent will be legally binding and enforceable against you. You agree that Agora and any Related Parties may send you electronic copies of any and all communications.
- You represent and warrant that you are not (i) the subject of sanctions administered or enforced by any country or government (collectively, "**Sanctions**"), (ii) organized or resident in a country or

territory that is the subject of country-wide or territory-wide Sanctions or (iii) otherwise, a party with which Agora is prohibited from dealing with under applicable laws.

- You agree that the representations contained in this Section shall be deemed to be repeated on each date on which you use the Services.

License to Use the Platform

The right to use the Agora Platform and the Services is a personal and individual, restricted, non-exclusive, non-transferable, non-sublicensable, revocable, limited license, and it is subject to the limitations and obligations in these Terms. Nothing in these Terms gives you any license (other than as set out in this paragraph), right, title, or ownership of, in, or to the Platform, any of the Services, the copyrights, or the Trademarks (as defined below). Agora may suspend or terminate the Services to you at its sole discretion, as required by applicable laws, or where Agora determines that you have violated, breached, or acted inconsistently with any of these Terms.

Opening an Agora Account

You are solely responsible for maintaining adequate security and control of any and all IDs, passwords, personal identification numbers, two-factor authentication devices, or any other codes that you use to access your Agora Account and the Agora services. You must keep your mailing address, e-mail address, and other contact information current in your Agora Account profile.

Agora Blue Limited is a British Virgin Islands Business Company. You acknowledge and agree that all Agora accounts are deemed to be located in the British Virgin Islands, and that performance of any and all Services are deemed to occur in, and are subject to the laws of, the British Virgin Islands.

Closing your Agora Account

You may close your Agora Account and terminate your relationship with us at any time without cost, but you will remain liable for all obligations related to your Agora Account even after the Agora Account is closed. When you close your Agora Account, we will cancel any scheduled or incomplete transactions.

In certain cases, you may not close your Agora Account, including, but not limited to:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If your Agora Account is subject to a hold, limitation, or reserve.

AUSD

Please refer to the [AUSD section](#) of the Agora Bermuda Limited Terms of Use for information regarding AUSD, including minting, redemption, forks, and reserve mechanics. By using the Services, you agree to the AUSD terms set forth in the Agora Bermuda Terms of Use.

Fees

By using the Services, you agree to pay all applicable fees, which may include, but are not limited to, blockchain transaction fees, currency conversion fees, platform fees, and transfer fees. Agora may adjust fees from time to time based on demand and market conditions, with or without prior notice.

Limitations of Liability

Except to the extent prohibited by applicable laws, in no event shall Agora and the Related Parties be liable to you or any other person or entity for any loss of business, profits or opportunities, loss of

reputation or goodwill, or any special, punitive, aggravated, incidental, indirect, or consequential losses or damages, (even if Agora has been advised of the possibility of such damages) whether arising out of, relating to, or in connection with our sites, the Platform, your account(s), the Services, these Terms, the trading rules, the [Risk Disclosure Statement](#), the [Privacy Policy](#), and/or any agreement entered into pursuant to, or in connection with, these Terms, any other matter involving AUSD, or otherwise, whether based on contract, tort, negligence, strict liability, or otherwise. Agora's and the Related Parties' liability to you or any third parties in any circumstance, including in circumstances where we have accidentally, mistakenly or otherwise transferred or exchanged any digital assets belonging to you, is limited to the actual amount of loss or damage which is caused directly and is reasonably foreseeable by our breach of these Terms and shall in no event exceed \$10,000. Such sum shall be paid as liquidated damages by us to you in full and final settlement and satisfaction of our entire liability and the Related Parties' entire liability for any loss or damage which is caused directly and is reasonably foreseeable by our breach of these Terms. You acknowledge and accept that damages are an adequate remedy and that you shall not be entitled to any other claims or remedies at law or in equity, including but not limited to, any claim in rem, injunction, and/or specific performance.

Disclaimers

You assume full responsibility and liability for any losses resulting from any intentional or unintentional misuse of your wallet including, without limitation, the loss of your private keys associated with the wallet, any loss resulting from designating a non-AUSD compliant wallet for the receipt of AUSD, depositing one type of digital asset to a wallet intended for another type of digital wallet, failing to properly maintain the wallet, or any third party gaining access to the wallet and misappropriating AUSD. Agora assumes no responsibility or liability in connection with any such misuse by you or any third party or any loss of your private keys associated with the wallet.

Except as expressly provided by these Terms and applicable laws, Agora shall not be responsible or liable for any losses resulting directly or indirectly from: (i) government restrictions; exchange, regulatory, or market rulings; suspension of trading; military operations; terrorist activity; strikes, or any other condition beyond Agora's control, including without limitation extreme market volatility or trading volume; (ii) your failure to adhere to use restrictions applicable to AUSD; or (iii) any action taken by Agora to comply with applicable laws or these Terms.

No Warranty

The Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law.

Specifically, we disclaim any implied warranties of title, merchantability, fitness for a particular purpose, and/or non-infringement. We do not make any representations or warranties that access to the sites, the Platform, any of your account(s), the Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free. We will make reasonable efforts to ensure that transactions on the Platform are processed in a timely manner, but we make no representations or warranties regarding the amount of time needed to complete processing, which is dependent upon many factors outside of our control.

Data Protection

You acknowledge and agree that we may process personal data, including sensitive and biometric data in relation to you. Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our sites and Services. Please be advised that you consent to the processing of all your personal data by (i) Descope authentication according to and Descope's [Terms of](#)

[Use](#), (ii) Sumsb Tech Ltd according to Sumsb Tech Ltd's [Terms of Use](#), (iii) Amazon (AWS) according to the [AWS Service Terms](#) and (iv) Google Workspace according to the [Google Cloud Terms of Service](#).

Intellectual Property

Unless otherwise indicated in these Terms, all copyright and other intellectual property rights in all information, data, text, code, images, links, sounds, graphics, videos, and other materials contained on our site and platform or such other mode of access (including through the Agora APIs) or provided in connection with the Services, including, without limitation, our logo and all designs, information, data, text, code, images, links, sounds, graphics, videos, other materials, and the selection and arrangement thereof (collectively, the **"Materials"**) are Agora's, its licensors, or suppliers' property and are protected by applicable copyright laws and other intellectual property rights laws.

Trademarks

The trademarks, service marks, and logos (the **"Trademarks"**) used and displayed on or through our sites, Platform, and/or the Services are registered and unregistered Trademarks of the relevant mark owners of Agora and our licensors. Nothing on our sites, Platform, or Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use, copy, or imitate, in whole or in part, any Trademark displayed on the sites, without our written permission or that of other Trademark owners. We prohibit the use of the Trademarks, any entity name, trade name, company name of ours, or any other Trademark owned by us as a "hot" link to any website, unless establishment of such a link is approved in advance by us in writing.

Upgrades and Asset Freezing

Agora has the ability and right to freeze individual accounts/addresses and their tokens and prevent them from sending, receiving, or interacting with AUSD on every blockchain to which AUSD is minted. Agora has the ability and the right to pause and/or upgrade all AUSD smart contracts regardless of where they are being held.

Your AUSD and the assets backing your AUSD may be subject to seizure or forfeiture by formal written legal directive from a regulator, judicial body, law enforcement agency, or other legal entity having jurisdiction over Agora, and Agora will comply with the legal process in respect thereof.

Agora reserves the ability to freeze assets, including AUSD, in the following situations and any other situation that it deems in good faith is necessary:

- Agora determines that the addresses violate Agora's Terms of Use or pose a threat to the Agora network.
- Agora determines that a security incident has or is reasonably expected to occur that could pose a threat to the Agora network or AUSD.
- Agora determines in good faith that it is required to do so in order to comply with a law, regulation, or legal order from a duly recognized government authorized authority, court of competent jurisdiction, or other governmental authority with jurisdiction over Agora.

Seizure of assets, including AUSD, will only occur pursuant to a binding legal directive.

If we determine after investigation that any of your AUSD have been used, or are being used, for illegal or sanctioned activity, or that you have violated the Prohibited Use terms as specified herein, Agora reserves the right to freeze any addresses associated with your activity and freeze associated AUSD (temporarily or permanently), and, if presented for redemption, such AUSD and the assets backing such AUSD may

be forfeited. Any AUSD or asset underlying the AUSD that are subject to freeze, seizure, forfeiture, or similar limitation on their use imposed by law may become wholly and permanently unrecoverable and unusable, and in appropriate circumstances, may be destroyed.

Agora may reverse its decision to freeze an individual address/account or freeze assets upon formal confirmation from such duly recognized authorized authority, court of competent jurisdiction, or other governmental authority with jurisdiction over Agora that the legal obligation or court order is lifted or no longer applicable, or that a security incident no longer requires such intervention, or if Agora determines that there is no longer a violation of the Agora Terms of Use or a threat to the Agora network.

If any party is aware of improper conduct involving AUSD, the party should immediately contact Agora at **support@agora.finance**, as well as law enforcement to work towards filing a law enforcement report. Law enforcement may submit information requests to **legal@agora.finance**.

This section applies to all holders of AUSD. By using AUSD, you agree that we may take any and all actions set forth herein and that we will not be liable to you therefore.

Customer Service

Any complaints or concerns regarding Agora's products or services may be submitted to **support@agora.finance**.

Arbitration

Agora and you agree that any dispute, claim, controversy, or disagreement arising out of or relating in any way to these Terms or the breach, termination or invalidity thereof, your access to or use of the Agora Services or of the Agora Platform, any communications you receive, any products sold or distributed through the Agora Platform, including claims and disputes that arose between us before the effective date of these Terms including, but not limited to, legal and equitable claims, statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory (each, a "**Dispute**") shall be resolved on an individual basis by confidential arbitration before a sole arbitrator in accordance with the British Virgin Islands IAC Arbitration Rules. The language to be used in the arbitral proceedings shall be English.

Without waiving or otherwise affecting the Class Action Waiver below, in the event that your claim(s) in an arbitration substantially implicate or relate to the rights of, or claims by, other Agora customers who have also initiated arbitration against Agora, you agree that Agora shall have the right, but not the obligation, to join or consolidate such arbitrations into a single arbitration, in Agora's sole discretion.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**") in writing. If you initiate the arbitration, you must (in addition to the requirements of the British Virgin Islands IAC Arbitration Rules) provide Agora a copy of your Request by e-mail at **legal@agora.finance**. The Request must include: (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration, as well as the e-mail addresses associated with the applicable Agora Account(s), including the name of your counsel and contact information, to the extent you are represented by legal counsel; (2) a statement of the legal claims being asserted and the factual bases of those claims; and (3) a description of the remedy sought, including an accurate, good-faith calculation of the amount in controversy.

Unless you and Agora otherwise agree, the place of arbitration shall be Road Town, Tortola, British Virgin Islands. Disputes involving claims, counterclaims, or requests for relief under \$25,000, not inclusive of attorneys' fees and interest, will be conducted solely on the basis of documents you and Agora submit to the arbitrator. If your claim exceeds \$25,000, the parties' right to a hearing will be determined by the arbitrator.

Confidentiality

During the arbitration, the amount of any settlement offer made by you, or Agora shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. All documents and information disclosed in the course of the arbitration shall be kept strictly confidential by the recipient, shall not be used by the recipient for any purpose other than for purposes of the arbitration or the enforcement of the arbitrator's decision and award, and shall not be disclosed except in confidence to persons who have a need to know for such purposes or as required by applicable law.

Delegation

Any dispute between Agora and you regarding the construction, interpretation, or application of this arbitration provision, including the enforceability, severability, revocability, scope, or validity of this arbitration provision, shall be decided by an arbitrator and not by a court or judge.

Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees and costs in arbitration, unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose. If you or Agora need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration.

This document and any dispute or claim arising out of or in connection with this document (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the British Virgin Islands. If any provision of this document is found unenforceable, invalid or illegal by any court of competent jurisdiction, validity of the remaining provisions of this document shall not be affected. Nothing in this document shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this document.

Governing Law

This document and any dispute or claim arising out of or in connection with this document (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Bermuda. If any provision of this document is found unenforceable, invalid or illegal by any court of competent jurisdiction, validity of the remaining provisions of this document shall not be affected. Nothing in this document shall be deemed to have created, implied or otherwise treated us as your agent, trustee or other representative, unless it is provided otherwise in this document.

Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR ANY BREACH THEREOF, ANY USE OR ATTEMPTED USE OF THE SITE OR THE SERVICE BY YOU, AND/OR ANY OTHER MATTER INVOLVING THE PARTIES.

Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND AGORA AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. BY AGREEING TO THESE TERMS, YOU ACKNOWLEDGE THAT YOU AND AGORA EACH WAIVE THE RIGHT TO: (1) A JURY TRIAL; AND (2) PARTICIPATE IN A CLASS ACTION. IF A COURT

DECIDES THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF ANY OF THIS PARAGRAPH'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF, THEN THAT CLAIM (AND ONLY THAT CLAIM) MUST BE SEVERED FROM THE ARBITRATION AND MAY BE BROUGHT IN COURT. THIS CLASS ACTION WAIVER IS SUBJECT TO AND DOES NOT IMPAIR OR IMPEDE AGORA'S RIGHT TO CONSOLIDATE RELATED USER CLAIMS AS DESCRIBED ABOVE.

Indemnification

You will indemnify and hold harmless Agora and the Related Parties, and each of their respective officers, directors, employees, affiliates, agents, licensors, and contractors from and against any claims, suits, actions, demands, disputes, allegations, or investigations brought by any third party, governmental authority, or industry body, and all liabilities, damages (actual and consequential), losses, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, relating to, or in any way connected with your breach of these Terms, your violation of any law, rule, or regulation, use of the Platform and/or holding or use of AUSD. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

Force Majeure

Agora shall have no liability for any failure or delay resulting from any condition beyond our reasonable control, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood, or other acts of God, labor conditions, power failures, equipment failures, and Internet disturbances.

Assignment

You may not transfer or assign these Terms or any rights or obligations hereunder, by operation of law or otherwise and any such attempted assignment shall be void, subject to the following exception.

We reserve the right to freely assign these Terms and the rights and obligations of these Terms to any of our affiliates or third party at any time without notice or consent. If you object to such transfer or assignment, you may stop holding and using AUSD, you may also stop using the Services, and terminate these Terms by closing your Agora Account.

Website and Platform; Third Party Content

Agora strives to provide accurate and reliable information and content on the Website and Platform, but such information may not always be correct, complete, or up to date. Agora will update the information on the Agora website as necessary to provide you with the most up to date information, but you should always independently verify such information. The Website and Platform may also contain links to third-party websites, applications, events or other materials ("**Third Party Content**"). Such information is provided for your convenience and links or references to Third Party Content do not constitute an endorsement by Agora of any products or services. Agora shall have no liability for any losses incurred as a result of actions taken in reliance on the information contained on the Agora website or in any Third Party Content.

Survival

Upon termination of these Terms (and termination of your Agora Account, if applicable), all rights and obligations of the parties that by their nature are continuing will survive such termination.