

TERMS AND CONDITIONS OF SOCKS

Socks Finance ("Socks Finance", "Socks", "we", or "our") owns and maintains this website ("Site"). These Terms of Service ("Terms") govern your access and use of the Site, including the ability to contact us regarding our business and access to informational material about socks, if and as available from time to time (together with the Site, the "Services"). Our Privacy Notice, available at <https://socks.finance/terms.pdf> ("Privacy Notice") governs our collection, processing and transfer of any Personal Data (as such term is defined in the Privacy Notice). "You" means an individual visiting and/or using the Site and/or Services. Please read these Terms carefully. By visiting our Site, you agree to be bound by these Terms. We reserve the right to modify these Terms at any time. We will notify you of any material changes by posting the amended Terms on the Site. Your continued use of the Site following such notification shall be deemed acceptance of the amended terms.

- I. 1. Use of Services 1.1. Subject to these Terms, Backed Finance allows you to access and use the Services on a non-exclusive basis for informational purposes. 1.2. Use of and access to the Services is void where prohibited by law. You represent and warrant that (a) your use of the Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (b) you shall comply with applicable laws, regulations, guidelines, and these Terms throughout your use of the Services. 1.3. xStocks are not registered under the U.S. Securities Act of 1933 or with any securities regulatory authority of any State or other jurisdiction of the US and (i) may not be offered, sold or delivered within the US to, or for the account or benefit of U.S. Persons, and (ii) may be offered, sold or otherwise delivered at any time only to**

transferees that are Non-U.S. Persons. 2. User Content. The Site is provided for informational purposes only. You are not required to submit any personal information or content to use the Site. If you choose to contact us through any means provided on the Site, any information you provide will be governed by these Terms and our Privacy Notice. 3. Use Restrictions. You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Services without our prior written authorization, including framing or mirroring any part of the Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content; (3) use the Site, Services, or content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index,

PLATFORM SERVICES

- 1.1.** The Platform enables the tokenization of real estate assets, facilitating the conversion of rights related to real estate projects into digital tokens that can be purchased by Users. These tokens represent rights related to the listed real estate projects, subject to applicable regulations.
- 1.2.** The Platform functions as a digital marketplace where Users can view and acquire tokens representing a fraction of tokenized real estate projects. Each available project is detailed with information on risks, expected returns, and other relevant factors.
- 1.3.** The Platform uses technological means to ensure that transactions are secure, transparent, and comply with legal requirements. All transactions are monitored and recorded in the system for compliance verification and auditing purposes.

- 1.4.** The tokens acquired by Users are stored in wallets provided by third-party service providers, considered compatible with the Platform. The Platform does not custody tokens, and it is the User's responsibility to ensure the security of their wallet.
- 1.5.** The Platform provides technical support services to Users to clarify doubts related to the acquisition processes, tokenization, and general use of the system, in accordance with the contact channels specified in these Terms.
- 1.6.** The Platform adheres to anti-money laundering and counter-terrorism financing regulations, ensuring that all activities conducted by Users are verified and comply with applicable legislation.
- 1.7.** The Platform provides informational materials on the risks and benefits associated with tokenization and the acquisition of tokens in real estate assets, allowing Users to make informed decisions.

II. OBLIGATIONS OF USERS

- 2.1.** Users agree to provide accurate, complete, and truthful information during the creation of the Socks Account and in all interactions with the Platform.
- 2.2.** Users are responsible for complying with all applicable laws, regulations, and standards, including those related to anti-money laundering and counter-terrorism financing.
- 2.3.** Users are responsible for maintaining the security of their accounts on the Platform, including protecting their access credentials. The Platform will not be liable for unauthorized access resulting from the User's negligence or willful misconduct.
- 2.4.** Users are solely responsible for managing and securing their external wallets, ensuring that they are compatible with the Platform's requirements, as further detailed in the Frequently Asked Questions.

- 2.5.** Any changes to the information provided by the User must be promptly communicated to the Platform, accompanied by valid documentation when necessary.
- 2.6.** Users are expressly prohibited from:
- Using the Platform for illegal or fraudulent activities;
 - Attempting to bypass the Platform's security or monitoring mechanisms;
 - Disclosing confidential information of other Users obtained through the Platform.

III. FEES AND COSTS

- 3.1.** The use of the Platform may be subject to the payment of fees, which will be disclosed before any transaction is carried out or before accessing and using the Services.
- 3.2.** The costs associated with blockchain transactions, including gas fees, are the sole responsibility of the User.
- 3.3.** The Platform reserves the right to change the applicable fees, with prior notice to the Users, at least 30 (thirty) days in advance.
- 3.4.** The fees and costs associated with the use of the Platform and related Services are available in the Frequently Asked Questions.
- 3.5.** Transactions made on the Platform are final and cannot be reversed, unless otherwise provided by applicable legislation.

IV. SUSPENSION AND CLOSURE OF SOCKS'S ACCOUNT

- 4.1.** The Platform may temporarily suspend a User's account if irregularities, violations of these Terms, or suspicions of illegal activities are identified.
- 4.2.** The Socks Account may be permanently closed in the following situations:
- Gross violation of these Terms;
 - Written request by the User;
 - Court decision or order from a competent authority.

- 4.3.** The User will be notified of the suspension or closure of their Socks Account, unless such communication is prohibited by law.
- 4.4.** After the closure of the Socks Account, access to the Platform's Services will be revoked. Additionally, the User's personal data will be deleted, unless it is necessary to retain them for compliance with legal obligations.

V. LIMITATION OF LIABILITY

- 5.1.** The Platform is provided "as is," without any warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, or absence of bugs.
- 5.2.** The Platform's liability for direct damages will be limited to the total amount of fees paid by the User in the last 12 (twelve) months.
- 5.3.** The Platform will not be responsible for:
- Losses resulting from blockchain network failures;
 - Illegal activities carried out by third parties;
 - Any interruption or failure caused by factors beyond the Platform's reasonable control.
- 5.4.** The User agrees to indemnify and hold the Platform harmless from any claims, losses, or damages arising from the violation of these Terms or misuse of the services.
- 5.5.** The Platform may include links to third-party websites or services. These links are provided solely for the User's convenience, and the Platform does not guarantee or assume responsibility for the content, accuracy, privacy policies, or practices of any third parties. The User accesses such third-party services at their own risk and should carefully read and fully understand the Terms and Conditions and Policies of such third parties.

VI. Privacy and Data Protection

- 6.1.** The User's personal data will be processed in accordance with the GDPR and other applicable laws. For more information, please refer to our Privacy Policy.
- 6.2.** The User has the right to access, rectify, delete, or restrict the processing of their personal data, as well as the right to data portability, as described in the Privacy Policy.
- 6.3.** The data will be retained only for the period necessary to fulfill the purposes for which they were collected or as required by any legal obligations, as further described in our Privacy Policy.

VII. Intellectual Property

- 7.1.** All intellectual property rights, whether registered or not, associated with the Platform, including software, trademarks, logos, domain names, and content, are the exclusive property of Socks.
- 7.2.** The User expressly declares and acknowledges that Socks holds an exclusive license to use and commercially exploit all intellectual property rights related to the Platform.
- 7.3.** The User is not authorized to reproduce, copy, modify, distribute, sell, or rent any content, data, information, and materials provided on the Platform, including any intellectual property rights, for commercial purposes, without the prior written consent of Socks.

VIII. TERMINATION OF SERVICES

- 8.1.** Socks reserves the right to suspend, discontinue, or terminate the services, in whole or in part, with at least 30 (thirty) days' prior notice to the User, except in the following cases:
 - Violation of these Terms by the User;
 - Closure of the Socks Account as provided for in these Terms;
 - Force Majeure situations that prevent the continuation of the Services.

- 8.2.** The suspension, discontinuation, or termination of the Services does not exempt the User from any outstanding obligations, including payments or liabilities arising from actions taken prior to the termination.
- 8.3.** Upon the total or partial termination of the Services, the User's personal data associated with them will be deleted from the Platform's database, unless their retention is required by law, namely for compliance with tax obligations or anti-money laundering regulations.

IX. FORCE MAJEURE

- 9.1.** Force Majeure events are all external, unforeseeable, and unavoidable circumstances that prevent or delay the fulfillment of the parties' obligations, including but not limited to natural disasters (earthquakes, floods, fires), armed conflicts or acts of terrorism, strikes or widespread disruptions, pandemics or public health emergencies, or interruptions in technological or telecommunications infrastructure.
- 9.2.** Socks will not be held liable for delays or failures in fulfilling its obligations resulting from force majeure events, as long as it informs the User as soon as possible about the occurrence of the event and takes reasonable measures to minimize the impacts.
- 9.3.** If the force majeure situation persists for more than 60 (sixty) consecutive days, either party may terminate the contract without additional penalties, by notifying the other party in writing.

X. COMMUNICATIONS

- 10.1.** Communications between the User and Socks will be made through the following contact details:
- Email to the addresses provided at the time of opening the Socks Account, with the email being contact@Socks.io;
 - Notifications within the Platform;
 - Correspondence to the address and email of Socks available on the website.

- 10.2.** The User is responsible for keeping their contact details up to date to ensure the receipt of notifications. Failure to update may result in the loss of important communications, and Socks will not be held liable for any such loss.
- 10.3.** Communications sent by email or digital notification will be considered received within 24 (twenty-four) hours after sending, unless proven otherwise.

XI. DISPUTE RESOLUTION

- 11.1.** In the event of a dispute, the parties agree to make reasonable efforts to resolve the dispute amicably through direct negotiations or mediation.
- 11.2.** If amicable resolution is not possible, the parties may choose to submit the dispute to arbitration, in accordance with the Portuguese Voluntary Arbitration Law, by mutual agreement.
- 11.3.** In the absence of arbitration, any disputes will be subject to the exclusive jurisdiction of the courts of the Lisbon district, unless otherwise provided by law.

XII. FINAL PROVISIONS

- 12.1.** Amendments to the Terms: Socks reserves the right to amend these Terms, with prior notice to the User at least 30 (thirty) days in advance. If the User does not agree with the changes, they may close their Socks Account before the modifications take effect.
- 12.2.** Entire Agreement: These Terms constitute the Entire Agreement between the User and Socks, replacing any previous understandings or agreements related to the subject matter hereof.
- 12.3.** Invalidity: If any provision of these Terms is deemed invalid, unlawful, or unenforceable, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

- 12.4.** Waiver: The failure of Socks to exercise any right or provision shall not constitute a waiver of that right or provision, which may be exercised at any time.
- 12.5.** Governing Law: These Terms are governed by the laws of the Portuguese Republic.
- 12.6.** Language: The official version of the Terms is in Portuguese. In the event of a conflict between translated versions, the Portuguese version shall prevail.

BY USING SOCKS SERVICES, YOU DECLARE THAT YOU HAVE READ, UNDERSTOOD, AND FULLY AGREED TO THE TERMS DESCRIBED ABOVE, COMMITTING TO STRICTLY COMPLY WITH THEM.

Last updated on: 18.08.2025