

TERMS & CONDITIONS

Vertical Gateway

Effective Date: March 18, 2026

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Vertical Studio B.V.

Julianaplein 36, Willemstad, Curaçao

1. Definitions

"Organizer": Vertical Studio B.V., a company incorporated under the laws of Curaçao, with its registered office at Julianaplein 36, Willemstad, Curaçao.

"Participant" or "User": Any individual or entity that accesses, uses, or interacts with the Platform.

"Platform": Vertical Gateway, the Web3 utilities platform operated by the Organizer at gateway.verticalstudio.ai, including all associated smart contracts, dashboards, and services.

"\$VERTAI Token": The native utility token of the Vertical ecosystem, deployed on the Ethereum blockchain.

"Staking": The act of depositing \$VERTAI tokens into the Platform's on-chain staking smart contract on Ethereum.

"Staking Dashboard": The online interface provided by the Organizer where Users can stake and unstake \$VERTAI tokens, view balances, track rewards, and manage their account.

"Cashback": USD-denominated rewards distributed to eligible stakers from a shared reward pool funded by platform fees.

"Epoch": A defined time period during which cashback rewards accrue and are distributed to eligible stakers.

"Airdrop Weight": A metric derived from a User's staking amount and duration that determines their proportional share of token distributions from projects advised by Vertical Labs.

"Affiliate Program": The tiered referral program through which Users can earn commissions on purchases made by referred Users.

"Shop": The Vertical product store accessible through the Platform where Users can purchase Vertical products.

"USD-Pegged Tier Value": The real-time USD equivalent value of a User's staked \$VERTAI tokens, calculated using prevailing market prices, which determines the User's applicable staking tier.

"Tier Threshold": The minimum USD-equivalent value of staked \$VERTAI tokens required to qualify for and maintain a given staking tier.

2. Organizer

The Platform is operated by Vertical Studio B.V. ("Organizer"), registered in Curaçao. By using the Platform, you agree to be bound by these Terms & Conditions ("T&Cs"). The Organizer operates in compliance with applicable Curaçao legislation, including the

Landsverordening toezicht virtuele activa dienstverleners (VASP Act), and is subject to oversight by the Centrale Bank van Curaçao en Sint Maarten (CBCS) where applicable.

3. Eligibility

3.1 To use the Platform, a User must:

- Be at least 18 years of age (or the age of majority in their jurisdiction, whichever is higher).
- Not be a resident or citizen of any jurisdiction in which the use of the Platform or the \$VERTAI token is prohibited by applicable law or regulation.
- Confirm that their use of the Platform is lawful in their jurisdiction of residence.
- Possess a valid cryptocurrency wallet compatible with the Ethereum blockchain and the \$VERTAI token.

3.2 The Organizer reserves the right to request verification of eligibility at any time and to restrict access if eligibility cannot be confirmed.

3.3 It is the sole responsibility of the User to determine whether their use of the Platform, including staking, purchasing products, or receiving rewards, is lawful in their jurisdiction. The Organizer makes no representation that the Platform or its services are appropriate or available for use in all jurisdictions.

4. Jurisdictional Notice

4.1 The Platform provides a utility staking service for the \$VERTAI token. Staking on the Platform is not a securities offering, gambling activity, or investment scheme. The Platform facilitates on-chain staking as a technical and administrative activity where Users lock tokens to participate in platform utilities and earn proportional rewards from fee-generated pools.

4.2 Crypto staking — the act of locking tokens in a smart contract and earning protocol-defined rewards — is not classified as gambling in any major jurisdiction. Staking rewards are deterministic and proportional, derived from platform fee generation and protocol rules, not from chance or wagering on uncertain outcomes. This is consistent with the classification frameworks of the U.S. SEC, EU MiCA regulation, and other major regulatory bodies.

4.3 Notwithstanding the above, the regulatory landscape for cryptocurrency and blockchain-based services varies by jurisdiction and is subject to change. Users located in jurisdictions where cryptocurrency transactions, token staking, or the receipt of digital asset rewards are restricted or prohibited must refrain from using the Platform.

4.4 The Organizer may, at its sole discretion, implement geographic restrictions (including IP-based restrictions) if required by applicable law, regulatory guidance, or risk assessment. Users affected by such restrictions will be notified where reasonably practicable.

4.5 Sanctioned Jurisdictions. Users located in, or who are nationals of, jurisdictions subject to comprehensive international sanctions (including but not limited to those imposed by the United Nations, European Union, United States Office of Foreign Assets Control, or equivalent bodies) are strictly prohibited from using the Platform. This includes, without limitation, residents or nationals of Cuba, Iran, North Korea, Syria, the Crimea, Donetsk, and Luhansk regions of Ukraine, and any other jurisdiction subject to comprehensive sanctions as may be updated from time to time.

5. Platform Services

The Platform provides the following utilities to \$VERTAI token holders:

5.1 Staking

Users may stake \$VERTAI tokens into the on-chain staking smart contract deployed on the Ethereum blockchain. Staked tokens are locked in the smart contract and may be unstaked subject to any applicable cooldown periods or conditions defined by the smart contract. Staking is a voluntary, non-custodial activity — tokens remain on-chain and are governed by the smart contract's immutable rules. The Organizer does not take custody of staked tokens.

5.2 Cashback Rewards

A portion of platform fees is allocated to a shared cashback reward pool each Epoch. Users who have staked \$VERTAI tokens are eligible to receive a proportional share of the reward pool, determined by the USD-equivalent value of their staked tokens and the duration of the stake. Cashback accrues automatically and can be claimed through the Staking Dashboard once distributed. Cashback rewards are not guaranteed and are wholly dependent on platform fee generation during each Epoch.

5.3 Airdrop Weight

By staking \$VERTAI, Users accumulate airdrop weight which determines their eligibility and proportional allocation for token distributions from projects advised by Vertical Labs. Airdrop weight is calculated based on the USD-equivalent staking value and duration. Airdrops are distributed at the sole discretion of the respective projects and the Organizer, and there is no guarantee that any airdrop will occur or have any monetary value.

5.4 Affiliate Program

The Platform offers a five-tier affiliate program (Bronze, Silver, Gold, Platinum, Diamond). Users may earn commissions on qualifying purchases made by Users they have referred to the Platform. Commission rates vary by tier and are subject to change. Full details are available on the Staking Dashboard. The Organizer reserves the right to modify, suspend, or terminate the Affiliate Program at any time.

5.5 Shop & Product Purchases

Users may purchase Vertical products (including but not limited to Vertical Motion and Vertical Stream) through the Shop. Users who pay with \$VERTAI tokens receive a 15% discount on eligible purchases. All purchases are final unless otherwise stated by the Organizer. Product availability, pricing, and discount structures are subject to change without notice.

6. USD-Pegged Staking Tiers

6.1 Tier Structure. The Platform offers five staking tiers: Bronze, Silver, Gold, Platinum, and Diamond. Tier assignment is based on the real-time USD-equivalent value of a User's staked \$VERTAI tokens, not on the number of tokens staked. The USD value is calculated using prevailing market prices from reliable, publicly available price feeds or oracles as determined by the Organizer.

6.2 Dynamic Tier Adjustment. Because tier qualification is pegged to USD value, a User's tier may change automatically and in real-time based on fluctuations in the market price of \$VERTAI. If the USD value of a User's staked tokens falls below the minimum threshold for their current tier, the User will be automatically downgraded to the appropriate lower tier immediately. Conversely, if the USD value of a User's staked tokens increases above the threshold for a higher tier, the User will be automatically upgraded.

6.3 No Grace Periods. Tier adjustments are applied immediately upon a change in the USD-equivalent value of staked tokens. There is no grace period, buffer, or delay. Users acknowledge that volatile market conditions may result in frequent tier changes.

6.4 Tier Benefits. Higher tiers unlock enhanced benefits, including but not limited to higher affiliate commission rates, greater airdrop weight, and increased platform benefits. When a User is downgraded, the benefits associated with the higher tier cease immediately. There is no retroactive adjustment to benefits already received during any prior period.

6.5 Price Feed Accuracy. The Organizer uses commercially reasonable efforts to ensure the accuracy of the price feeds used to determine USD-equivalent values. However, the Organizer makes no warranty or guarantee regarding the accuracy, completeness, or timeliness of price data. In the event of price feed errors, oracle failures, or extreme market dislocations, the Organizer reserves the right to temporarily suspend tier recalculations or apply manual corrections.

6.6 Modification of Tiers. The Organizer reserves the right to modify tier thresholds, the number of tiers, tier names, benefits, and the overall tier structure at any time. Changes will be communicated through the Platform and take effect as specified in the notification.

7. Nature of the Service

7.1 The Platform provides a utility staking service. Staking \$VERTAI tokens on the Platform is a technical, administrative activity that allows Users to participate in platform utilities and earn proportional rewards from fee-generated pools. It is not an investment, a securities offering, a collective investment scheme, a deposit-taking activity, a lending or borrowing arrangement, or a gambling or wagering activity.

7.2 \$VERTAI is a utility token. It is designed to provide access to Platform services and utilities. It does not represent equity, debt, ownership interest, profit share, or any right to dividends in the Organizer or any affiliated entity. The Organizer does not promote \$VERTAI as an investment.

7.3 Rewards distributed on the Platform (including cashback and airdrops) are generated from platform fees and third-party project allocations. They are not interest, dividends, returns on investment, or gambling winnings. The distribution mechanism is transparent, proportional, and protocol-defined.

8. Smart Contract Risks

8.1 Staking is executed through smart contracts on the Ethereum blockchain. Smart contracts are autonomous software programs deployed on a decentralized network. Like all software, they may contain bugs, vulnerabilities, or errors that could result in the partial or total loss of staked tokens.

8.2 The Organizer does not guarantee the uninterrupted, secure, or error-free operation of any smart contract. While the Organizer undertakes commercially reasonable efforts to audit and secure its smart contracts, no audit can guarantee the absence of vulnerabilities.

8.3 By staking \$VERTAI, Users acknowledge and accept the inherent risks of interacting with blockchain-based smart contracts, including but not limited to: smart contract exploits or hacks; Ethereum network congestion, forks, or failures; interaction failures between the Platform interface and the smart contract; and unforeseen technical issues.

9. Risks and Disclaimers

9.1 No Financial Advice. Nothing on the Platform constitutes financial, investment, tax, or legal advice. The Organizer does not recommend or endorse the purchase, sale, or holding of

any cryptocurrency, including the \$VERTAI token. Users should seek independent professional advice before making any decisions related to cryptocurrency or digital assets.

9.2 Volatility Risk. The value of \$VERTAI and other cryptocurrency assets is highly volatile. The value of staked tokens, rewards, or any other assets associated with the Platform may fluctuate significantly and could decrease to zero. Past performance is not indicative of future results. Because staking tiers are USD-pegged, price volatility directly impacts a User's tier assignment and associated benefits.

9.3 No Guaranteed Returns. The Platform does not guarantee any returns, yields, profits, or rewards. Cashback distributions, airdrops, and affiliate commissions depend on multiple factors including but not limited to platform usage, fee generation, third-party project decisions, and market conditions. There is no assurance that any reward will be distributed in any given Epoch or at all.

9.4 Regulatory Risk. The regulatory landscape for cryptocurrency and blockchain-based services varies by jurisdiction and is subject to rapid and unpredictable change. Changes in laws, regulations, or their interpretation may adversely affect the Platform, the \$VERTAI token, or the User's ability to participate. The Organizer may be required to modify, restrict, or discontinue services in certain jurisdictions without prior notice.

9.5 Technology and Security Risks. The Platform relies on blockchain technology, third-party wallets, price oracles, and internet infrastructure. Users acknowledge the risks of: loss of private keys or wallet access credentials; blockchain network congestion, forks, or failures; cyberattacks, hacking, phishing, or other security breaches; software bugs or vulnerabilities in third-party wallets, browsers, or tools; and price oracle failures or manipulation.

9.6 Loss of Tokens. Users may experience partial or total loss of their staked or held \$VERTAI tokens due to smart contract failures, blockchain issues, regulatory actions, or other unforeseen events. The Organizer accepts no liability for any such loss.

9.7 Third-Party Services. The Platform may integrate with or reference third-party services, protocols, oracles, or tokens. The Organizer has no control over and accepts no responsibility for the actions, availability, accuracy, or reliability of third-party services.

9.8 "As Is" Service. The Platform and all services are provided on an "as is" and "as available" basis, without any warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, or uninterrupted availability.

10. User Responsibilities

10.1 Users are solely responsible for:

- Securing their cryptocurrency wallet and private keys.
- Ensuring that their participation is lawful in their jurisdiction of residence and citizenship.
- Understanding the risks associated with staking, cryptocurrency, blockchain technology, and USD-pegged tier fluctuations.
- Paying any applicable taxes or duties arising from their use of the Platform, including any rewards, cashback, airdrops, or affiliate commissions received.
- Providing accurate information when required by the Platform.
- Monitoring their staking tier and understanding that it may change at any time due to \$VERTAI price fluctuations.

10.2 Users must not use the Platform for any unlawful purpose, including but not limited to money laundering, terrorist financing, fraud, sanctions evasion, or any activity that violates applicable laws or regulations.

10.3 Users acknowledge that they have conducted their own research and due diligence regarding the Platform, the \$VERTAI token, staking mechanics, and the risks involved, and are not relying on any representation or statement made by the Organizer.

11. Limitation of Liability

11.1 To the fullest extent permitted by applicable law, the Organizer, its directors, officers, employees, agents, and affiliates shall not be liable for any:

- Direct, indirect, incidental, special, consequential, or punitive damages.
- Loss of profits, revenue, data, tokens, or other assets.
- Losses arising from the use of or inability to use the Platform.
- Losses arising from smart contract vulnerabilities, hacks, exploits, or errors.
- Losses arising from fluctuations in the value of \$VERTAI or any other cryptocurrency.
- Losses arising from tier downgrades due to \$VERTAI price fluctuations.
- Losses arising from price feed inaccuracies or oracle failures.
- Losses arising from actions or omissions of third parties, including blockchain validators, oracle providers, or third-party projects.
- Losses arising from regulatory actions, changes in law, or government directives.

11.2 The Organizer's total aggregate liability, if any, arising out of or in connection with these T&Cs or the Platform shall not exceed the lesser of: (a) the amount of platform fees actually paid by the User in the twelve (12) months preceding the event giving rise to the claim; or (b)

one hundred United States dollars (USD \$100).

11.3 The Organizer is not responsible for: incorrect or inaccurate information provided by Users; technical errors, omissions, interruptions, or defects of any blockchain network, wallet, price oracle, or software; unauthorized access to, or alteration of, User wallets or transactions; or entries or transactions that are processed late, incorrectly, or are lost.

11.4 Users acknowledge and agree that the limitations and exclusions set out in this section are reasonable given the nature of the Platform as a decentralized utility service and the inherent risks of blockchain technology.

12. Indemnification

Users agree to indemnify, defend, and hold harmless the Organizer, its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable legal fees) arising out of or in connection with:

- The User's use of the Platform.
- The User's breach of these T&Cs.
- The User's violation of any applicable law or regulation.
- The User's misrepresentation of eligibility, residency, or jurisdictional compliance.
- Any third-party claim related to the User's participation on the Platform.
- Any tax liability arising from the User's use of the Platform or receipt of rewards.

13. Intellectual Property

13.1 All content, trademarks, logos, and intellectual property displayed on the Platform are owned by or licensed to the Organizer.

13.2 Users may not reproduce, distribute, modify, or create derivative works of any Platform content without prior written consent from the Organizer.

14. Privacy

The Organizer collects and processes personal data in accordance with its Privacy Policy, available at verticalstudio.ai/privacy-policy. By using the Platform, Users consent to the collection and use of their data as described therein.

15. Publicity

By participating on the Platform, Users agree that their wallet addresses (partially masked for privacy) may be used for promotional purposes without further compensation, unless prohibited by law.

16. Termination and Suspension

16.1 The Organizer reserves the right to suspend or terminate a User's access to the Platform at any time, with or without notice, for any reason, including but not limited to:

- Breach of these T&Cs.
- Suspected fraudulent, abusive, or unlawful activity.
- Regulatory requirements or changes in law.
- Risk management considerations.

16.2 Upon termination, the User's right to use the Platform ceases immediately. Any staked tokens remain subject to the smart contract's rules and may be retrieved through the unstaking process, subject to applicable cooldown periods.

16.3 Termination does not relieve the User of any obligations or liabilities incurred prior to or at the time of termination, including any pending tax obligations.

17. Governing Law and Dispute Resolution

17.1 These T&Cs shall be governed by and construed in accordance with the laws of Curaçao.

17.2 Any dispute arising out of or in connection with these T&Cs shall be subject to the exclusive jurisdiction of the courts of Curaçao.

17.3 Before initiating formal proceedings, the parties agree to attempt to resolve any dispute through good-faith negotiation for a period of thirty (30) days.

17.4 The User waives any right to participate in a class action or class-wide arbitration related to any dispute arising out of or in connection with these T&Cs or the Platform, to the extent permitted by applicable law.

18. Amendments

The Organizer reserves the right to amend these T&Cs at any time. Changes will be posted on the Platform and will take effect immediately upon posting. It is the User's responsibility to regularly review these T&Cs. Continued use of the Platform after changes have been posted constitutes acceptance of the updated T&Cs. For material changes, the Organizer will make

reasonable efforts to notify Users through the Platform interface.

19. Severability

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

20. Force Majeure

The Organizer shall not be liable for any failure or delay in performing its obligations under these T&Cs where such failure or delay results from circumstances beyond the Organizer's reasonable control, including but not limited to: natural disasters, pandemics, wars, terrorism, civil unrest, government actions, regulatory changes, blockchain network failures, cyberattacks, utility failures, or disruptions to internet infrastructure.

21. No Waiver

The failure of the Organizer to enforce any provision of these T&Cs shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by the Organizer to be effective.

22. Entire Agreement

These T&Cs, together with the Privacy Policy, constitute the entire agreement between the User and the Organizer regarding the use of the Platform and supersede all prior agreements, understandings, or representations, whether written or oral.

23. Contact Information

If you have any questions about these T&Cs or the Platform, please contact the Organizer at:

Email: help@verticalstudio.ai

Website: verticalstudio.ai

By connecting your wallet and using Vertical Gateway, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.