

Wallet Supplemental Developer Terms

Last Updated: May 16, 2025

These Wallet Supplemental Developer Terms ("**Supplemental Terms**") apply to your use of Turnkey as a Key Management Service via Alchemy's Accounts APIs (the "**Services**" and the services provided by Turnkey, the "**Turnkey Services**") and are an integral part of the Terms of Service ("**Terms**") of Alchemy Insights, Inc. ("**Alchemy**").

By using the Services, you agree to be bound by the Terms found at <https://www.alchemy.com/policies/terms>; Alchemy's Privacy Policy found at <https://www.alchemy.com/terms-conditions/privacy-policy>; and these Supplemental Terms. If there is any conflict between the Terms and the Supplemental Terms, these Supplemental Terms will prevail.

Acceptance of Policies

1. **Policies.** By using the Turnkey Services, you agree to comply with and be bound by the terms of service, privacy policy, and other documentation of Turnkey Global, Inc. (such party, "**Turnkey**" and such policies, the "**Turnkey Policies**") including as set forth at <https://www.turnkey.com/legal/terms.html>. You acknowledge that you have read and understood the Turnkey Policies and that they may differ from Alchemy's own terms and policies. You are solely responsible for reviewing the Turnkey Policies before accessing or using any portion of the Turnkey Services. If you do not agree to the Turnkey Policies, you must not use the Turnkey Services.
2. **Acceptance by End Users.** You acknowledge that as a condition of using the Services, you must obtain acceptance by your End Users of the Turnkey Policies and Alchemy's End User Terms of Service found at <https://www.alchemy.com/terms-conditions/end-user-terms>. For avoidance of doubt, if you are an organization creating an application for use by your employees and other internal stakeholders, you hereby accept the End User Terms on behalf of your organization.

Use of Turnkey as a Key Management Service via Alchemy's Accounts APIs

1. **Authentication Credentials.** You will be required to create or use one or more authentication credentials (such as API key credentials, hardware authentication devices, or any other codes or secrets) (the "**Authentication Credentials**") to access and control the Services. You are responsible for protecting and securely storing your Authentication Credentials and your email account. You are responsible for backing up your Authentication Credentials, and you agree that you will use reasonable means to secure hardware and software used to access the Services (including Authentication Credentials). Any unauthorized access to your email or Authentication Credentials that you notice or suspect must be communicated to us immediately.
2. **Email Recovery.** The Turnkey Services may feature the ability to recover End User accounts or private keys by sending a recovery email to the email address associated with the End User's account ("**Email Recovery**"). Each End User is responsible for providing a correct email address. If the End User provides an incorrect email address or fails to properly verify their email address, the End User may not be able to use Email Recovery. Alchemy will not be responsible or liable where the End User fails to enter the correct email address. If the End User fails to backup their private keys and does not properly enable Email Recovery, the End User may permanently lose access to their private keys. The End User is responsible for their own loss of access to or failure to properly secure their email account, including any unauthorized access, hacks or malicious attempts or phishing scams deployed to obtain access to their private keys or accounts via the email address associated with their account. You are responsible for notifying your End Users and causing your End Users to accept the terms and conditions of Email Recovery.
3. **Key Export.** The Turnkey Services may feature the ability to export a copy of the private keys generated by or contained within the Turnkey Services for use with another software-based wallet provider ("**Key Export**"). We strongly recommend that you enable Key Export for your End Users and recommend to your End Users that they use Key Export in connection with the account set up process; if your End Users do not export their private keys, then if Turnkey or Alchemy suddenly go

offline or cease offering the Services or the Turnkey Services permanently for any reason, your End Users could potentially lose control and access to the digital assets associated with the exported private keys forever. Your End Users are solely responsible and liable for their exported private key copy, and you are solely responsible for requiring your End Users to acknowledge that they are solely responsible and liable for their exported private key copy. **IF AN END USER LOSES ACCESS TO THEIR EXPORTED PRIVATE KEY COPY, ALCHEMY AND TURNKEY HAVE NO ABILITY TO ASSIST THEM IN RETRIEVING OR ACCESSING THE EXPORTED PRIVATE KEY COPY. IF ALCHEMY CEASES PROVIDING THE SERVICES OR TURNKEY CEASES PROVIDING THE TURNKEY SERVICES, ANY DIGITAL ASSETS ASSOCIATED WITH THE LOST EXPORTED PRIVATE KEY COPY MAY BECOME PERMANENTLY INACCESSIBLE.** You are responsible for informing your End Users that if they lose access to their exported private key copy, Alchemy and Turnkey have no ability to assist them in retrieving or accessing the exported private key copy, and if Alchemy or Turnkey ceases providing the Services or the Turnkey Services, any digital assets associated with the exported private key copy may become permanently inaccessible. Following Key Export, Alchemy shall have no responsibility for or liability in connection with any exported private key copy, the associated wallet or the digital assets contained therein, including without limitation, for signing of transactions, any failure by your End Users to properly secure exported private keys, or any unauthorized access, hacks or malicious attempts or phishing scams deployed to obtain access to the exported private key copy held outside of the Services, devices or accounts containing exported private keys.

4. **Change in Service Offering.** The Services and the Turnkey Services are made available via an integration between Alchemy and Turnkey. In the event of termination of that relationship, End Users must export their private key copy to retain access to the digital assets associated with the private key copy (the “Required Export”). **WE WILL TAKE COMMERCIALY REASONABLE EFFORTS TO NOTIFY YOU AND YOUR END USERS OF THE REQUIRED EXPORT IN ADVANCE OF THE TERMINATION OF THE SERVICES OR TURNKEY SERVICES, BUT IF YOUR END USERS FAIL TO EXPORT THEIR PRIVATE KEYS, YOUR END USERS WILL IRREVOCABLY LOSE ACCESS TO THEIR PRIVATE KEYS AND ANY ASSOCIATED DIGITAL ASSETS. YOU ARE RESPONSIBLE FOR NOTIFYING YOUR END USERS OF THE REQUIRED EXPORT AND THE RISKS OF FAILING TO EXPORT THEIR PRIVATE KEYS.** In our sole discretion, we may offer alternate key management services following the termination of the relationship with Turnkey. In such an event, we will provide instructions on how to transition to the alternate key management services.
5. **Broadcasting Transactions.** Unless you purchase separate services offered by Alchemy, Alchemy does not validate data, broadcast transactions on any protocol or blockchain network (each, a “Network”), or otherwise take any action related to the underlying data or digital assets associated with a Signature Request. “Signature Request” means the instructions to sign data or a protocol payload using the private key associated with the sender of the Signature Request. Alchemy makes no representations and warranties as to any consequences of your use of the Services related to initiating Signature Requests, including but not limited to any tax or legal consequences.

Acknowledgement of Risks

1. **Custom Authentication.** If you develop or integrate custom authentication, you are fully responsible and liable for the customer authentication.
2. **Protocol Changes.** Alchemy assumes no responsibility for the operation of the underlying blockchain protocols and is not able to guarantee the functionality or security of protocol operations. In particular, the underlying protocols may be subject to sudden changes in operating rules, such as those commonly referred to as “forks.” Any such operating changes may materially affect the availability, value, functionality, or the name of the digital assets you own. Alchemy does not control the timing and features of these material operating changes. In the event of any such operational change, Alchemy reserves the right to take such steps as may be necessary to protect the security and safety of its Services, including temporarily suspending operations for the involved asset(s), and other necessary steps. Alchemy will use commercially reasonable efforts to provide you with notice of its response to any material operating change to a protocol; however, such changes are outside of Alchemy’s control and may occur without notice. Alchemy’s response to any material operating change is subject to its discretion and includes deciding not to support functionality associated with any underlying protocol. You acknowledge and accept the risks of operating changes to digital asset protocols and agree that Alchemy is not responsible for such operating changes and not liable for any loss of value or missed rewards you may

experience as a result of such changes in protocol operating rules.

3. **Unsupported Networks.** The Turnkey Services may not support curve encryption formats necessary for private key generation for certain Networks. Under no circumstances should your End Users store, send, request, or receive any assets on Networks with curve encryption formats that the Services do not support. Alchemy assumes no responsibility in connection with any attempt to use the Turnkey Services with Networks and/or curve encryption formats that are not supported. You acknowledge and agree that Alchemy is not liable for any digital asset that is sent to a wallet on an unsupported Network or curve encryption format. You are responsible for informing your End Users of these limitations.
4. **Risks Inherent in Cryptographic Systems.** You acknowledge there are inherent risks associated with cryptographic systems and Networks, digital assets, smart contract-based tokens and systems that interact with the Networks. We do not own or control any of the underlying software for the Networks. In general, the software underlying Networks is open source, such that anyone can use, copy, modify, and distribute it.
5. **No Custodial Relationship.** You acknowledge that you understand the risks associated with digital assets. You acknowledge that Alchemy is not your or your End Users' broker, intermediary, agent, advisor, or custodian, and Alchemy does not have a fiduciary relationship or obligation to you or your End Users regarding any of your decisions or activities when using private keys or these Services. Alchemy does not have access to any End User private keys via the Services. Alchemy is not responsible for any activities that your End Users engage in when using their private keys. Alchemy does not issue, buy, sell, transfer, or custody digital assets nor does Alchemy facilitate or make any recommendations related to, whether directly or indirectly, the issuance, purchase, or sale of any digital assets. Title to and control over digital assets shall at all times remain with the End User and shall not transfer to Alchemy. Alchemy does not have the ability to withdraw, transfer, buy, or sell digital assets in connection with the Services.
6. **No Registration.** Alchemy is not registered with the U.S. Securities and Exchange Commission or with any state, federal, or international regulator, nor is it a financial institution, money services business or money transmitter. You acknowledge that digital assets are not subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation.
7. **Information Purposes Only.** For the avoidance of doubt, the Services do not include, nor does Alchemy provide, financial, investment, tax, legal, regulatory, accounting, business, or other advice, and you are responsible for determining whether any development, investment, investment strategy, or related transaction is appropriate for you based on your personal investment objectives, financial circumstances, and risk tolerance. Information provided by Alchemy on Alchemy's website or otherwise (including links to any third-party sites or communications with Alchemy representatives) does not constitute investment advice, financial advice, trading advice, legal advice, tax advice or any other sort of advice or recommendation, and you should not treat it as such. Alchemy does not recommend that any digital asset should be bought, earned, sold, or held by you. Alchemy will not be held responsible for the decisions you make to buy, sell, or hold any digital asset based on the information provided by Alchemy.
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PRIVATE KEY COPY MAY BECOME PERMANENTLY INACCESSIBLE. ALCHEMY IS NOT RESPONSIBLE FOR AND WILL NOT PROVIDE ANY SUPPORT OR CUSTOMER SERVICE RELATED TO THE USE OF THE EXPORTED PRIVATE KEY COPY WITH ANY OTHER WALLET SOFTWARE OR HARDWARE, AND ALCHEMY MAKES NO REPRESENTATION THAT ANY OTHER SOFTWARE OR HARDWARE WILL BE COMPATIBLE WITH THE EXPORTED PRIVATE KEY COPY AFTER EXPORT. ALCHEMY SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE EXPORTED PRIVATE KEY COPY. YOU ARE RESPONSIBLE FOR INFORMING YOUR END USERS OF THESE LIMITATIONS.