

Terms of Use

Last Updated: March 26, 2025

Welcome to Main Street (the “Platform”), operated by Main St Finance Ltd (“we”, “us”, or “our”). These Terms of Use (“Terms”) govern your access to and use of our Platform, including the msUSD product—a synthetic, rebasing stablecoin designed to capture yield through advanced financial strategies, including delta hedging and smart contract automation. By accessing or using our Platform and msUSD, you acknowledge and agree to these Terms, including all risk disclosures and limitations of liability. If you do not agree with these Terms, you must immediately cease using our Platform and msUSD.

1. Acceptance of Terms

By using our Platform and msUSD, you confirm that you are at least 18 years of age and have the legal capacity to enter into these Terms. Your continued use constitutes your binding acceptance of any modifications or updates we publish. We reserve the right to update these Terms at any time without notice, and your ongoing use of our services will be deemed acceptance of those changes.

2. Scope of Services

2.1 Overview

Main Street provides access to msUSD—a synthetic stablecoin engineered to capture yield through institutional-grade strategies, including delta hedging and smart contract-driven automation. The msUSD product is intended for users seeking exposure to innovative financial instruments; however, it is provided solely for informational and transactional purposes and does not constitute financial, investment, legal, or tax advice.

2.2 No Professional Advice

All content on our Platform is for general informational purposes only. You should consult with qualified professionals before making any financial decisions or engaging with msUSD.

3. Comprehensive Risk Disclosure

By using msUSD on the Main Street Platform, you acknowledge that you have carefully read and understood the risks involved. You assume full responsibility for all associated risks. The following risk factors are particularly relevant:

3.1 Market and Investment Risks

- **Volatility:** The value of msUSD is subject to rapid and unpredictable market fluctuations. Past performance is not indicative of future results.
- **Yield Uncertainty:** The yield capture strategies underpinning msUSD, including delta hedging, may underperform or behave unexpectedly, leading to potential losses.

3.2 Hacking and Cybersecurity Risks

- **Cyber Attacks:** Despite robust security measures, the digital nature of msUSD and the Main Street Platform makes them vulnerable to hacking, phishing, malware, and other cyber threats.
- **Unauthorized Access:** There is a risk that unauthorized parties could gain access to your account or our smart contracts, potentially leading to irreversible asset losses.

3.3 Regulatory and Legal Risks

- **Evolving Regulatory Environment:** Blockchain-based assets and synthetic stablecoins like msUSD are subject to rapidly changing regulatory frameworks. Future regulatory actions may restrict, modify, or even prohibit certain functionalities.
- **Compliance and Enforcement:** Changes in laws or regulatory interpretations might force operational changes, impose penalties, or affect the liquidity and transferability of msUSD.

3.4 Delta Hedging and Strategy Risks

- **Strategy Limitations:** The delta hedging strategies employed to manage risk in msUSD might not fully mitigate losses in volatile or extreme market conditions.
- **Leverage and Liquidity:** Some underlying financial strategies may involve leverage or rely on market liquidity, thereby magnifying potential losses during adverse conditions.

3.5 Smart Contract and Blockchain Risks

- **Code Vulnerabilities:** The Main Street Platform and msUSD rely on smart contracts, which may contain bugs or unforeseen vulnerabilities that could be exploited by malicious actors.
- **Irreversible Transactions:** Transactions on the blockchain are immutable. In the event of a smart contract flaw or exploit, losses may be permanent and irreversible.
- **Third-Party Dependencies:** Our Platform may interact with external decentralized applications or protocols. Failures or vulnerabilities in these external systems could adversely affect msUSD.

3.6 Additional Risks

- **Operational Risks:** Any failures, interruptions, or errors in the operation of our Platform (including server downtime or technical glitches) may impact msUSD's availability and performance.
- **Technology Risks:** As with any technology-driven system, there is a risk of software or hardware malfunctions that could lead to service disruptions.

- **User Error:** You are responsible for safeguarding your private keys, passwords, and other credentials. Any loss or compromise of this information may result in irreversible loss of msUSD or other assets.
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4. User Obligations and Conduct

4.1 Accuracy of Information

You agree to provide accurate, current, and complete information when using our Platform. It is your responsibility to update any information that may become outdated. Failure to do so may result in the suspension or termination of your account.

4.2 Prohibited Activities

You agree not to:

- Engage in activities that disrupt or interfere with the Platform or the underlying systems.
 - Attempt to gain unauthorized access to any part of the Platform or msUSD's smart contracts.
 - Use the Platform or msUSD for any fraudulent, illegal, or harmful purposes.
 - Violate any applicable local, national, or international laws. Any such violations may result in immediate termination of your access and legal action.
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5. Intellectual Property Rights

All content, trademarks, logos, and proprietary information on the Platform are the exclusive property of Main St Finance Ltd or its licensors. You are granted a limited, non-transferable, non-exclusive license to access and use the Platform solely for personal, non-commercial purposes. Unauthorized reproduction, distribution, or modification of content is strictly prohibited.

6. Third-Party Content and Interactions

6.1 External Links and Resources

The Platform may include links to third-party websites and external resources for your convenience. Main St Finance Ltd does not endorse or guarantee the content, security, or accuracy of these third-party sites, and you use them at your own risk.

6.2 Integration with External Protocols

msUSD may interact with external decentralized applications, smart contracts, or blockchain networks. We are not responsible for any loss or damage resulting from the failure or compromise of these external systems.

7. Disclaimers and Limitation of Liability

7.1 No Warranty

The Platform and msUSD are provided “as is” and “as available,” without any warranties—express or implied—including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee uninterrupted, secure, or error-free access.

7.2 Limitation of Liability

To the maximum extent permitted by law, you agree that Main St Finance Ltd, its affiliates, directors, officers, employees, and agents shall not be liable for any:

- Direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Platform or msUSD.
- Losses resulting from cybersecurity breaches, hacking incidents, smart contract vulnerabilities, or unauthorized access.
- Damages arising from market fluctuations, regulatory changes, operational errors, technology failures, or any other risks disclosed above.
- Any reliance placed on the information provided on the Platform.

These limitations apply regardless of the legal theory under which such damages are sought.

7.3 No Guarantee of Financial Performance

Given the inherent risks associated with yield strategies, delta hedging, and smart contract technology, Main St Finance Ltd does not guarantee any specific performance, returns, or risk mitigation for msUSD. You acknowledge that any gains are speculative, and you may incur losses exceeding your initial investment.

8. Indemnification

You agree to indemnify, defend, and hold harmless Main St Finance Ltd, its affiliates, directors, officers, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys’ fees) arising from or related to:

- Your breach of these Terms.
- Your use or misuse of the Platform or msUSD.
- Any content you submit or transactions you execute.
- Any violation of applicable laws or infringement of third-party rights.

This indemnification obligation survives the termination of your access to our services.

9. Data Privacy and Security

9.1 Privacy Policy

Your use of the Platform is governed by our Privacy Policy, which explains how we collect, use, and safeguard your personal information. By using our services, you consent to the practices outlined therein.

9.2 Security Limitations

While we implement commercially reasonable security measures, we cannot guarantee complete security. You acknowledge and accept the inherent risks associated with data breaches or unauthorized access, and agree that Main St Finance Ltd is not liable for any such occurrences.

10. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the jurisdiction in which Main St Finance Ltd is incorporated. Any disputes arising from or related to these Terms or your use of the Platform shall be exclusively resolved in the competent courts of that jurisdiction. By using our services, you consent to the jurisdiction and venue of these courts.

11. Termination and Suspension

We reserve the right to suspend or terminate your access to the Platform and msUSD at any time, with or without prior notice, for any reason including, but not limited to:

- Violations of these Terms.
- Suspected fraudulent or malicious activities.
- Any conduct that might harm the security, operation, or integrity of our services.

Upon termination, all rights granted to you under these Terms will immediately cease, and you must discontinue all use of the Platform and msUSD.

12. Entire Agreement and Severability

These Terms, along with our Privacy Policy and any other legal notices on the Platform, constitute the entire agreement between you and Main St Finance Ltd regarding your use of

our services. If any provision of these Terms is deemed invalid or unenforceable, that provision will be modified as necessary to be enforceable, while the remaining provisions will continue in full force and effect.
