

PolyBet

Terms of Service

These Terms of Service (the “**Terms**”) are entered into between you (the “**User**,” the “**Visitor**,” “**you**,” or “**your**”) and PolyBet (the “**Company**,” “**we**,” “**our**,” or “**us**”). The following Terms, together with any documents and additional terms they expressly incorporate by reference (collectively, the “**Terms of Service**”), concern and govern your access to and use of the Company’s Website, www.polybet.com (the “**Website**”), including any content, functionality, and services offered on or through the Website.

Please read these Terms carefully before using the Website. By using the Website, or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service. If you do not agree to these Terms of Service you must not access or use the Website. These Terms govern your use of the Website, and access to the order contract; Supported Contracts (as defined below); decentralized applications; APIs; all software made available by the Company to operate the Interface for trading and swapping cryptocurrencies and other blockchain-based assets (collectively, “**Digital Assets**”), including, without limitation, entering into contracts (“**Contracts**”) related to a specified event, occurrence, or value (collectively, the “**Services**”). These Terms expressly cover your rights and obligations, and the Company’s disclaimers and limitations of legal liability, relating to your use of, and access to, the Website and the Services.

By registering an account on the Website or expressing agreement through statements such as “I agree” or similar language, acknowledging these Terms through alternative methods, or by accessing and using the Website or its Services in any way, you agree and accept to adhere and be bound by these Terms. If you do not agree to these Terms, you must not access or use the Website.

THE WEBSITE AND ITS SERVICES ARE NOT OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN THE UNITED STATES OF AMERICA (COLLECTIVELY, “**U.S. PERSONS**”). NONE OF THE COMPANY’S SERVICES ARE OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (ANY SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “**RESTRICTED PERSON**”). THE COMPANY DOES NOT MAKE EXCEPTIONS. IF YOU ARE A U.S. PERSON, THEN DO NOT ATTEMPT TO USE THE WEBSITE OR ITS SERVICES. IF YOU ARE A RESTRICTED PERSON, THEN DO NOT ATTEMPT TO USE THE WEBSITE OR ANY OF THE SERVICES, AS DEFINED BELOW. USE OF A VIRTUAL PRIVATE NETWORK (“**VPN**”) TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

Please carefully review the disclosures and disclaimers set forth in Section 12 in their entirety before using the Website and its Services. The information in Section 12 provides important details about the legal obligations associated with your use of the Website.

1. CHANGES TO THE TERMS OF SERVICE

The Company reserves the right in its sole discretion to modify and update these Terms from time to time. In the event that the Company makes changes to these Terms, the Company will provide you with notice of such changes. Unless the Company states otherwise in a notice, all such modifications are effective immediately. Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to be bound by the changes. If you do not agree to the modified Terms, then you must not access or use the Website.

2. USE OF WEBSITE

2.1 User Representations and Warranties. As a condition to accessing or using the Website, you represent and warrant to the Company the following:

2.1.1. If you are entering into these Terms as an individual, then you are of legal age in the jurisdiction in which you reside and you have the legal capacity to enter into these Terms and be bound by them. If you are entering into these Terms as an entity, then you must have the legal authority to accept these Terms on that entity's behalf, in which case "the User" will mean that entity;

2.1.2 You are not a resident, national, or an entity incorporated in Algeria, Bangladesh, Bolivia, Belarus, Burundi, Burma (Myanmar), Cote D'Ivoire (Ivory Coast), Crimea and Sevastopol, Cuba, Democratic Republic of Congo, Ecuador, Iran, Iraq, Liberia, Libya, Mali, Morocco, Nepal, North Korea, Somalia, Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country to which Canada, Panama, the United States, the United Kingdom or the European Union embargoes goods or imposes similar sanctions (collectively, "**Restricted Territories**");

2.1.3 You are not a member of any sanctions list or equivalent maintained by the United States government, the United Kingdom government, the European Union, or the United Nations (collectively, "**Sanctions Lists Persons**") and you do not intend to transact with any Restricted Person or Sanctions List Person;

2.1.4 You are not using, and will not in the future, use VPN software or any other privacy or anonymization tools or techniques to circumvent, or attempt to circumvent, any restrictions that apply to the Terms to mask your physical location from a Restricted Territory;

2.1.5 You have obtained all required consents from any individual whose personal information you transfer to us in connection with your use of the Website; and

2.1.6 Your access to the Services is (a) lawfully permitted under the laws of the jurisdiction in which you reside and are located; (b) does not otherwise violate or promote the violation of any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, published or in force that applies to or is otherwise intended to govern or regulate any person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority having jurisdiction over the Company, the Website, or the Services, or as otherwise duly enacted, enforceable by law, the common law or equity (collectively, "**Applicable Laws**").

2.2 Limitations. As a condition to accessing or using the Website, you acknowledge, understand, and agree to the following:

2.2.1 The Website and the Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions; (b) periodic maintenance procedures or repairs that the Company or any of its suppliers or contractors may undertake from time to time; (c) causes beyond the Company's control or that the Company could not reasonably foresee; (d) disruptions and temporary or permanent unavailability of underlying blockchain infrastructure; or (e) unavailability of third-party service providers or external partners for any reason;

2.2.2 The Company reserves the right to disable or modify access to the Website and the Services at any time in the event of any breach of these Terms, including, without limitation, if the Company reasonably believes any of your representations and warranties may be untrue or inaccurate or you are violating or have violated any of the geographical restrictions that apply to the Terms. The Company will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Website or the Services being inaccessible to you at any time or for any reason;

2.2.3 The Website and the Services may evolve, which means the Company may apply changes, replace, or discontinue (temporarily or permanently) the Website and/or the services at any time in its sole discretion;

2.2.4 The pricing information provided on the Website does not represent an offer, a solicitation of an offer, or any advice regarding, or recommendation to enter into, a transaction with the Company;

2.2.5 The Company does not act as an agent for you or any other user of the Website or the Services;

2.2.6 You are solely responsible for your use of the Website and your use of the Services, including your transfer, custody, and control of your Digital Assets;

2.2.7 To the fullest extent not prohibited by Applicable Laws, the Company owes no fiduciary duties or liabilities to you or any other party. To the extent any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate those duties and liabilities;

2.2.8 You are solely responsible for reporting and paying any taxes applicable to your use of the Website and the Services;

2.2.9 The Company has no control over, or liability for, the delivery, quality, safety, legality, or any other aspect of any Digital Assets that you may transfer to or from a third party, and the Company is not responsible for ensuring that an entity with whom you transact completes the transaction or is authorized to do so. If you experience a problem with any transactions in Digital Assets using the Website or Services, then you bear the entire risk; and

2.2.10 The Company appreciates feedback, comments, ideas, proposals and suggestions for improvements to the Services ("**Feedback**"). If you choose to submit Feedback, you agree that the Company is free to use it and permit others to use it without any restriction or compensation to you.

2.3 Certifications. As a condition to accessing or using the Website, you covenant to the Company the following:

2.3.1 In connection with using the Services, you will only transfer legally-obtained Digital Assets that belong to you;

2.3.2 You will comply with all Applicable Laws in connection with using the Services, and you will not use the Website if the laws of your jurisdiction, or any other Applicable Law, prohibit you from doing so;

2.3.3 Any Digital Assets you use in connection with the Website are either owned by you or you are validly authorized to carry out actions using such Digital Assets;

2.3.4 In addition to complying with all restrictions, prohibitions, and other provisions of these Terms, you will ensure that, at all times, all information that you provide on the Website and during your use of the Website and Services is current, complete, and accurate;

2.3.5 If you choose, or are provided with, a username, password, or any other piece of information as part of the Website's security procedures, you must treat such

information as confidential, and you must not disclose it to any other person or entity. You acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information associated with your public Wallet address, passwords, API keys, private keys associated with your account, and other related credentials.

3. FEES AND PRICE ESTIMATES

In connection with your use of the Website and Services, you are required to pay all fees necessary for interacting with the Ethereum including transaction costs, as well as all other fees reflected on the Website at the time of your use of the Website or Services. Signing a transaction which indicates you agree to the terms and conditions does not incur any cost to the user. Although the Company attempts to provide accurate fee information, this information reflects the Company's best estimates of fees, which are subject to variation from the actual fees paid to use the Website and services to interact with a blockchain.

4. NO PROFESSIONAL ADVICE OR FIDUCIARY DUTIES

All materials on the Website are for informational purposes only. Neither the Company nor any of the persons or entities involved in any way in respect of the Website provide for legal, fiscal, trading, economical and/or any other kind of advice or recommendation that may be relied upon. This means that the information from the Website cannot be used as a basis of investment strategy and nothing in this information can be ensured to contain no errors, mistakes, misrepresentations, or failures. Visitors will therefore act at their own risk in accessing or in any way relying on the content of the Website and the Visitors are therefore solely responsible for any consequences thereof.

These Terms do not intend to impose and do not impose any fiduciary duties on the Company. You acknowledge and agree that the only duties and obligations that the Company owes to you are those set out expressly in these Terms of Services.

5. PROHIBITED ACTIVITY

You acknowledge and agree that you shall not engage in the following prohibited activities:

5.1 Violate any Applicable Laws including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and sanctions programs;

5.2 Engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable 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 the Company's intellectual property, name, or logo,

including use of trade or service marks, without express consent from the Company or in a manner that otherwise harm the Company; any action that implies an untrue endorsement by or affiliation with the Company;

5.3 Use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website, or that could damage, disable, overburden, or impair the functioning of the Website or the services in any manner;

5.4 Engage in activity that violates any Applicable Law, rule, or regulation concerning the integrity of trading markets, including (but not limited to) the manipulative tactics commonly known as spoofing and wash trading;

5.5 Circumvent any content-filtering techniques, security measures or access controls that the Company employs on the Website, including, without limitation, through the use of a VPN;

5.6 Use any robot, spider, crawler, scraper, or other automated means or interface not provided by the Company, to access the services or to extract data, or introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Website or the services;

5.7 Provide false, inaccurate, or misleading information while using the Website or the services or engage in activity that operates to defraud the Company, other users, or any other person;

5.8 Use or access the Website to transmit or exchange Digital Assets that are the direct or indirect proceeds of any criminal or fraudulent activity, including, without limitation, terrorism or tax evasion;

5.9 Use the Website in any way that is, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, stalking, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable or likely or intended to incite, threaten, facilitate, promote, or encourage hate, racial intolerance, or violent acts against others;

5.10 Use the Website from a jurisdiction that we have, in our sole discretion, determined is a jurisdiction where the use of the Website is prohibited (See Section 2.1);

5.11 Harass, abuse, or harm of another person or entity, including the Company's employees and service providers; impersonate another user of the Website or otherwise misrepresent yourself;

5.12 Encourage, induce, or assist any third party, or yourself attempt, to engage in any of the activities prohibited under this Section 5 or any other provision of these Terms; or

5.13 Engage in activity that violates any Applicable Law.

6. CONTENT

Any content you post to the Website will be considered non-confidential and non-proprietary. By providing any content on the Website, you grant the Company and its affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose. You hereby grant to the Company a royalty-free, fully paid-up, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, copy, modify, create derivative works of, display, perform, publish and distribute, in any form, medium, or manner, any content that is available to other users as a result of your use of the Website or the Services.

You represent and warrant to the Company that: (a) You own or control all rights in and to the content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and that (b) all of your content does and will comply with these Terms of Service.

7. PROPRIETARY RIGHTS

7.1 All text, graphics, user interfaces, visual interfaces, photographs, logos, artwork and computer code provided on the Website, including but not limited to the design, structure, selection, coordination, expression and arrangement of the content contained on the Website is an intellectual property of PolyBet, and is protected by copyright, patent and trademark laws, and various other intellectual property rights. Except as expressly provided in these Terms, no part of the Website and no content indicated therein may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution for any commercial purpose, without the Company's express prior written consent.

7.2 The services are non-custodial. When you deposit Digital Assets into any discreet log contract (each, a "**DLC**"), you retain control over those Digital Assets at all times. The private key associated with the Ethereum address from which you transfer Digital Assets and/or the private key associated with the Service account (Atomic key) is the only private key that can control the Digital Assets the User transfers into the DLC. In some cases, the User may withdraw Digital Assets from any DLC only to the Ethereum wallet from which the User deposited the Digital Assets.

8. LINKS

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. When you leave the Website, the information you view is not provided by PolyBet. These Terms do not govern the use of other third-party websites. PolyBet does not monitor or have any control over and makes no claim or representation regarding these websites. To the extent such links are provided on the Website, they are provided only as a convenience, and a link to another website does not imply PolyBet's endorsement, adoption or sponsorship of, or affiliation with, such websites.

9. MODIFICATION, SUSPENSION, AND TERMINATION

The Company reserves the right to do any of the following, at any time, without notice:

- (a) to modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason;
- (b) to modify or change the Website, or any portion of the Website, and any applicable policies or terms; and
- (c) to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

The following sections of these Terms will survive any termination of your access to the Website or Services, regardless of the reasons for its expiration or termination, in addition to any other provision which by law or by its nature should survive: Sections 7 through 15.

10. ASSUMPTION OF RISKS

10.1 By utilizing the Services or interacting with the Website in any way, you represent and warrant that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; Digital Assets, including the usage and intricacies of native Digital Assets, like Ethereum (ETH); Ethereum blockchain-based tokens, and systems that interact with blockchain-based networks. The Company does not own or control any of the underlying software through which blockchain networks are formed or smart contracts deployed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it.

By using the Website, you acknowledge and agree:

- (a) that the Company is not responsible for the operation of the software and networks underlying the Website and the Services;
- (b) that there exists no guarantee of the functionality, security, or availability of that software and networks; and

(c) that the underlying networks are subject to sudden changes in operating rules, such as those commonly referred to as “forks,” which may materially affect the Website. Blockchain networks use public/private key cryptography. You alone are responsible for securing your private key(s). The Company does not have access to your private key(s). Losing control of your private key(s) will permanently and irreversibly deny you access to Digital Assets on the Ethereum blockchain or other blockchain-based network. Neither the Company nor any other person or entity will be able to retrieve or protect your Digital Assets. If your private key(s) are lost, then you will not be able to transfer your Digital Assets to any other blockchain address or wallet. If this occurs, then you will not be able to realize any value or utility from the Digital Assets that you may hold.

10.2 The Website and your Digital Assets could be impacted by one or more regulatory inquiries or regulatory actions, which could impede or limit the ability of the Company to continue to make available its proprietary software and, thus, could impede or limit your ability to access or use the Website and the Services.

10.3 You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, which may present risks to Digital Assets, and could result in the theft or loss of your Digital Assets. To the extent possible, we intend to update the software related to the Website to incorporate additional security measures necessary to address risks presented from technological advancements, but that intention does not guarantee or otherwise ensure full security of your Digital Assets.

10.4 You understand that the Ethereum blockchain remains under development, which creates technological and security risks when using the Website in addition to uncertainty relating to Digital Assets and transactions therein. You acknowledge that the cost of transacting on the Ethereum blockchain is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain, which may result in price fluctuations or increased costs when using the Website.

10.5 You acknowledges that the Website is subject to flaws and that you are solely responsible for evaluating any code provided by the Website. This warning and others the Company provides in these Terms in no way evidence or represent an on-going duty to alert you to all potential risks of utilizing the services or accessing the Website.

10.6 Although the Company intends to provide accurate and timely information on the Website, the Website and other information available when using the services may not always be entirely accurate, complete, or current and may also include technical inaccuracies or typographical errors. To continue to provide the User with as complete and accurate information as possible, information may be changed or updated from time to time without notice, including, without limitation, information regarding the Company’s policies. Accordingly, you should verify all information before relying on it, and all decisions based on information contained on the Website or as part of the Services are your sole responsibility.

No representation is made as to the accuracy, completeness, or appropriateness for any particular purpose of any pricing information distributed via the Website or otherwise when using the Services. Prices and pricing information may be higher or lower than prices available on platforms providing similar services.

10.7 Any use or interaction with the Services requires a comprehensive understanding of applied cryptography and computer science to appreciate the inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of Digital Asset on the Website or otherwise during the use of the Services does not indicate the Company's approval or disapproval of the technology on which the Digital Asset relies and should not be used as a substitute for the User's understanding of the risks specific to each type of Digital Asset.

10.8 Use of the Services, in particular for Digital Assets transactions and entering into Contracts, may carry financial risk. Digital Assets and Contracts are highly experimental, risky, and volatile. Transactions entered into in connection with the Services are irreversible, final and there are no refunds. You acknowledge and agree that you will access and use the Website and the Services at your own risk. The risk of loss in transacting in Digital Assets using Contracts can be substantial. You should, therefore, carefully consider whether such transactions are suitable for you in light of your circumstances and financial resources. By using the Services, you represent and warrant that you have been, are, and will be solely responsible for making your independent appraisal and investigations into the risks of a given DLC transaction. You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your evaluation of the merits and risks of any transaction conducted in connection with the Services. You accept all consequences of using the Services, including the risk that you may lose access to your Digital Assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for, and will in no circumstances be liable to you in connection with, your use of the Services.

10.9 You acknowledge and fully understand that Contracts, including Supported Contracts, are inherently risky by their nature and participation in Contracts, including Supported Contracts, could result in the loss of the full amount invested. Further, such risks and adverse outcomes may be exacerbated when leverage and/or derivative products are used and the Company may, at any time and in its sole discretion, elect to suspend or terminate the Company's support of any or all Supported Contracts.

10.10 The Company must comply with Applicable Law, which may require the Company to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests.

10.11 You understand that the Services remain under development, which creates technological, transaction related, and other risks when using the Services. These risks include, among others, delays in trades, withdrawals, and deposits resulting from the

servers of the operator of the Services being offline; an incorrect display of information on the Website in the case of server errors; or transactions using the Services being rolled back in the case of server errors. You acknowledge that these risks may have a material impact on your transactions using the Services, which may result in, among other things, failing to fulfill transactions at your desired price or at all.

10.12 THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM:

- (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES;
- (II) SERVER FAILURE OR DATA LOSS;
- (III) CRYPTOCURRENCY WALLETS OR CORRUPT FILES;
- (IV) UNAUTHORIZED ACCESS TO SERVICES; OR
- (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST ANY BLOCKCHAIN NETWORK UNDERLYING THE SERVICES.

10.13 You hereby assume and agree that the Company will have no responsibility or liability for, the risks set forth in this Section 10. You hereby irrevocably waive, release, and discharge all claims, whether known or unknown to you, against the Company, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 10.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- (a) your violation of these Terms of Service or your use of the Website, including, but not limited to, your user contributions, any use of the Website's content, Services, and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Website.
- (b) Digital Assets associated with your Digital Asset wallet address;
- (c) any Feedback you provide to the Company, if any, concerning the Website or the Services; or
- (d) Your infringement or misappropriation of the rights of any other person or entity.

If you are obligated to indemnify any indemnified party, the Company (or, at its discretion, the applicable indemnified party) will have the right, in its sole discretion, to control any action or proceeding and to determine whether the Company wishes to settle, and if so, on what terms, and you agree to cooperate with the Company in the defense.

12. DISCLOSURES; DISCLAIMERS

12.1 The PolyBet Token. The Company rewards some users with an ERC20 token called the PolyBet Token (the “**PBT**”). Any User rewarded with a token or purchasing a PBT token should not expect to derive any profits and do so with the understanding that the PBT token may lose all value, liquidity, and potentially functionality. The Token may be distributed to certain users and is used solely in connection with to governance of the protocol. The PolyBet token is not an investment contract; the PBT Token token has no value and is only used as a means to govern the Website. PBT is not an investment contract. PolyBet makes no claims of PBT having value or expectation of value and it is therefore not a “security” or “financial instrument” pursuant to any jurisdiction.

12.2 Information Markets and Decentralized Market Resolution. PolyBet information markets are not resolved by PolyBet and instead resolved by third parties using third party smart contract-based software created by Reality.ETH. The Company is not involved in the resolution of markets and the Company is not responsible for the inaccurate resolution of markets. The Company does not profit from the information markets.

12.3 Smart Contracts. The Company does not hold Users’ cryptocurrency and instead uses smart contracts built by third parties, namely the Gnosis Conditional Token Framework, Reality.ETH and possibly the Kleros courts for arbitration. The Company is not responsible in the instance of unforeseen bugs in the code PolyBet utilizes.

The disclaimer of implied warranties contained herein may not apply if and to the extent such warranties cannot be excluded or limited under the Applicable Law of the jurisdiction in which the User resides.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY OR ITS SERVICE PROVIDERS HAS BEEN

INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

In no event shall the Company's aggregate liability (together with its affiliates, including its and its affiliates' respective stockholders, members, directors, managers, officers, employees, attorneys, agents, representatives, suppliers, or contractors) arising out of or in connection with the Website (and any of their content and functionality), any performance or nonperformance of the Services, the User's Digital Assets, Contracts or any product, service or other item provided by or on behalf of the Company, whether under contract, tort, negligence, civil liability, statute, strict liability or other theory of liability exceed the lesser of US \$50 or the amount of fees paid by the User to the Company under these Terms, if any, in the twelve (12) month period immediately preceding the event giving rise to the claim for liability, except to the extent of a final judicial determination that such damages were the result of the Company's gross negligence, fraud, willful misconduct or intentional violation of the law.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND THE USER.

14. GENERAL INFORMATION

14.1 Consent to Electronic Delivery. You consent to receive all communications, agreements, documents, receipts, notices, and disclosures electronically (collectively, the Company's "**Communications**") that the Company provides in connection with these Terms or any Services. You agree that the Company may provide the Company's Communications to you by posting them on the Website or by emailing them to you at the email address you provide in connection with using the Services, if any. You should maintain copies of our Communications by printing a paper copy or saving an electronic copy. You may also contact the Company with questions, complaints, or claims concerning the Services at team@PolyBet.com.

14.2 Remedies. Any right or remedy of the Company set forth in these Terms is in addition to, and not in lieu of, any other right or remedy whether described in these Terms, under Applicable Law, at law, or in equity. The failure or delay of the Company in exercising or enforcing any right, power, or privilege under these Terms shall not operate as a waiver thereof.

14.3 Severability. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

14.4 Force Majeure. The Company will have no responsibility or liability for any failure or delay in performance of the Website or any of the Services, or any loss or damage that the User may incur, due to any circumstance or event beyond the Company's control, including without limitation any flood, extraordinary weather conditions, earthquake, epidemics and pandemics, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

14.5 Assignment. The User may not assign or transfer any right to use the Website or the Services, or any of the User's rights or obligations under these Terms, without the Company's express prior written consent, including by operation of law or in connection with any change of control. The Company may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, without notice or obtaining the User's consent or approval.

14.6 Headings. Headings of sections are for convenience only and shall not be used to limit or construe such sections.

14.7 Entire Agreement. These Terms contain the entire agreement between the User and the Company and supersede all prior and contemporaneous understandings between the parties regarding the Website and the Services.

14.8 Interpretation. In the event of any conflict between these Terms and any other agreement the User may have with the Company, these Terms will control unless the other agreement specifically identifies these Terms and declares that the other agreement supersedes these Terms.

14.9 No Third-Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms other than the indemnified parties.

14.10 Reservation of Rights. You acknowledge that the Services are protected by copyright, trademark, and other laws. You agree not to remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.