SIZE: TERMS OF SERVICE

Operated by Trench Labs Group Ltd. ("the Company", "we", "us", "our")

Effective Date: 30 June 2026 Last Updated: 30 June 2026

> **IMPORTANT NOTICE.** These Terms of Service are a binding legal agreement. Please read them in full. They contain provisions that materially affect your rights, including a description of the Platform as a simulated, skill-based entertainment service, a statement that the Company is non-custodial and does not provide virtual asset services, jurisdiction and eligibility restrictions, a waiver of class actions, a binding arbitration clause, limitations of the Company's liability, and the Company's right to suspend, ban, or terminate any user at its sole discretion. By accessing or using the Platform you agree to be bound by these Terms. If you do not agree, do not access or use the Platform.

---

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following words have the following meanings:

- **"Account"** means a registered user account on the Platform.
- **"Company", "we", "us", "our"** means Trench Labs Group Ltd., operating the Platform under the brand "Size", together with its affiliates where the context requires.
- **"Digital Assets"** means cryptographic tokens, stablecoins, or other blockchain-based assets that the Platform designates as supported from time to time. The only asset supported for Wallet deposits is USDC (USD Coin) on the HyperEVM network, being the token deployed at the USDC token contract address 0xb88339CB7199b77E23DB6E890353E22632Ba630f.
- **"Key"** means a Store item that, when redeemed, unlocks access to a Trial.
- **"Life"** means a Simulated Trading Environment granted to a user upon successfully completing a Trial.
- **"Payout"** or **"Reward"** means a distribution of Digital Assets that the Company makes to a user in accordance with Section 9 and the Payout Schedule.
- **"Platform"** means the Size website, applications, smart contracts, interfaces, software, content, and services made available by the Company.
- **"Prohibited Conduct"** means the conduct described in Section 8.
- **"Restricted Jurisdiction"** means any jurisdiction listed in Section 4 or designated by the Company on the Platform from time to time.
- **"Simulated Capital"** or **"Virtual Balance"** means the notional, non-monetary units of account displayed within a Trial or Life. Simulated Capital is owned exclusively by the Company, has no monetary value, and is not redeemable, transferable, or withdrawable except where, and only to the extent that, a Payout is made in accordance with Section 9.
- **"Store"** means the in-Platform marketplace where users may acquire Keys, Lives, entries, cosmetic items, and other digital items or service access rights.
- **"Trial"** means a skill-based trading evaluation game conducted in a simulated environment.

- **"Wallet"** means the non-custodial digital wallet that is embedded in or connected to your Account and that is controlled solely by you.
- **"you", "your", "User"** means the individual or entity accessing or using the Platform.

1.2 **Vocabulary disclaimer.** Any reference within the Platform or these Terms to "trading", "account", "balance", "equity", "profit", "loss", "position", "order", "execution", "leverage", "margin", "drawdown", "P&L", or similar concepts refers **solely to features, metrics, and rules of a simulated skill-based game**. Such references do not describe, and shall not be construed as, real trading, real financial instruments, real market execution, real money, deposits, securities, derivatives, investments, or any regulated financial product or service.

1.3 Headings are for convenience only and do not affect interpretation. "Including" means "including without limitation". References to legislation include any amendment or replacement of it. The singular includes the plural and vice versa.

1.4 **Additional and Program Terms.** The Company may make available certain programs, features, promotions, competitions, or reward arrangements, including the referral and affiliate program and any funded-account, payout, or tournament program (each, a "Program"). Each Program is governed by additional terms that supplement these Terms (the "Program Terms"). Program Terms are incorporated into and form part of these Terms, are made available to participants when they access or opt into the relevant Program, and apply only to participants in that Program. By participating in a Program you agree to its Program Terms. In the event of a conflict between these Terms and any Program Terms, the Program Terms prevail for that Program only. The Company may offer, modify, suspend, or discontinue any Program or its Program Terms at any time in accordance with those Program Terms.

---

2. NATURE OF THE PLATFORM; WHAT SIZE IS AND IS NOT

2.1 **Skill-based entertainment.** The Platform is a simulated, skill-based entertainment and gaming service. Trials and Lives are games and simulations designed to evaluate and reward trading skill, discipline, and risk management within a closed, simulated environment. The Platform is provided for entertainment and skill-evaluation purposes only.

2.2 **No real trading.** All activity within Trials and Lives is **simulated**. No real orders are placed, no real financial instruments are bought or sold, no real market execution occurs, and no real funds are at risk within a Trial or Life. Simulated Capital is fictitious, has no monetary value, and is owned at all times exclusively by the Company. You have no right, title, ownership, or beneficial interest in any Simulated Capital, Virtual Balance, Trial, or Life.

2.3 **No financial services.** The Company does not provide, and nothing on the Platform constitutes:

(a) investment services, investment advice, financial advice, trading advice, portfolio management, or recommendations; (b) brokerage, dealing, execution, market-making, or clearing services; (c) any solicitation, offer, or recommendation to buy, sell, or hold any financial instrument, security, derivative, or Digital Asset; (d) banking, deposit-taking, lending, or money services or money transmission; or (e) any regulated financial service of any kind.

The Company is not a broker, dealer, exchange, futures commission merchant, investment adviser, bank, money services business, money transmitter, fiduciary, custodian, or counterparty to you, and owes you no fiduciary, advisory, suitability, or custodial duty.

2.4 **No virtual asset service / non-VASP.** All movements of Digital Assets in connection with the Platform, including Store purchases, referral rewards, and Life Payouts, are executed by smart contracts on public blockchain networks. Each such transaction is initiated and cryptographically authorized by you from your own non-custodial Wallet, and the resulting relationship is directly between you, as the sole owner and controller of your Wallet, and the relevant smart contract. The Company does not receive, hold, control, or take possession or custody of your Digital Assets at any point in time, including momentarily. The Company does not, as a business and on behalf of any other person: (a) exchange Digital Assets for fiat currency or fiat for Digital Assets; (b) exchange one form of Digital Asset for another; (c) transfer Digital Assets on behalf of another person; (d) safekeep, hold, or administer Digital Assets or instruments enabling control over Digital Assets, or hold, store, or control any user's private keys; or (e) provide financial services relating to an issuer's offer or sale of a Digital Asset. Accordingly, the Company does not provide a "virtual assets service" and is not a "virtual asset service provider". The Company acts solely as a developer and provider of software, smart contracts, and a user interface.

2.5 **Non-custodial.** The Platform is non-custodial. Your Wallet, the Digital Assets within it, and the private keys, seed phrases, and credentials that control it are owned and controlled solely and exclusively by you. The Company does not and cannot take possession, custody, or control of your Digital Assets or your private keys; does not hold, store, transmit, freeze, reverse, or recover your Digital Assets; and has no technical ability to access, move, or restore them. All transactions from your Wallet are constructed, reviewed, authorized, and cryptographically signed solely by you, and are executed by smart contracts that you alone authorize. The Company acts only as a provider of software, smart contracts, and a user interface that enables you to interact with public blockchain networks, and has no ability to initiate, reverse, freeze, or block any transaction on your behalf.

2.6 **Your responsibility.** You are solely responsible for the security of your Wallet, keys, seed phrase, and credentials; for backing up your seed phrase; for reviewing and approving every transaction before you authorize it; and for ensuring your use of the Platform is lawful where you are located. The Company cannot recover your keys or seed phrase, and their loss may result in the permanent and irreversible loss of access to your Digital Assets, for which the Company is not liable.

2.7 **No regulated-service protections.** Because the Platform is simulated, non-custodial, and technology-only, you may not benefit from statutory or regulatory protections available to customers of regulated financial institutions, including any deposit insurance or investor compensation scheme. Amounts spent in the Store are not deposits, are not insured, and may lose all value.

---

3. THE WALLET, STORE, KEYS, TRIALS, AND LIVES

3.1 **Wallet and deposits.** You may deposit supported Digital Assets into your non-custodial Wallet. **The only supported deposit asset is USDC (USD Coin) on the HyperEVM network, being the token deployed at the USDC token contract address 0xb88339CB7199b77E23DB6E890353E22632Ba630f. Do not deposit any other asset or token, and do not deposit on any other network.** Assets sent in any other token, on any other network, to an incorrect address, or as a result of your error may be permanently and irreversibly lost and cannot be recovered by the Company. Deposits remain under your sole control until you choose to spend them in the Store or otherwise authorize a transaction.

3.2 **Store.** You may use Digital Assets to acquire Store items, including Keys, Lives, entries, and cosmetic or functional items. All Store items are digital goods or service access rights licensed to you for use within the Platform. Store purchases are executed by smart contract and settled directly from your Wallet upon your authorization; the Company does not take custody or possession of the consideration at any point. Prices are displayed at the point of purchase and may change at any time.

3.3 **Keys and Trials.** A Key, when redeemed, unlocks one Trial. A Trial is a skill-based evaluation game with defined objectives and rules published on the Platform. Completing or failing a Trial is determined by the Platform's records, which are conclusive absent manifest error.

3.4 **Lives.** Successfully completing a Trial grants you a Life, being access to a Simulated Trading Environment with defined parameters. A Life remains the property of the Company, is personal to you, and may not be shared, sold, transferred, sublicensed, or accessed by any third party.

3.5 **Fees are non-refundable.** All amounts paid for Keys, Lives, entries, items, and other Store purchases are service and access fees. They are **not deposits, not client funds, not investments, and do not create any custodial, fiduciary, or investment relationship.** Such fees are applied toward the Company's operating costs, including staff, technology, and other business expenses. **All fees are non-refundable once the relevant item is delivered or the relevant Trial, Life, or service is activated or first used**, except where a refund is required by applicable law. The Company may, at its sole discretion, offer a refund within a limited window before first use.

3.6 **No interest or return.** Amounts spent in the Store do not earn interest, yield, returns, or profit-sharing of any kind.

---

4. ELIGIBILITY; RESTRICTED JURISDICTIONS; UNITED STATES

4.1 **Minimum age and capacity.** The Platform may only be accessed and used by individuals who are: (a) at least eighteen (18) years of age; **and** (b) of the age of majority and of full legal capacity to enter into a binding contract under the laws of the jurisdiction in which they reside. By using the Platform you represent and warrant that you meet these requirements. The Platform is not directed to and may not be used by anyone under 18 (or the higher applicable age of majority). We do not knowingly provide the Platform to minors and will suspend or terminate any Account we believe is held by a person who does not meet these requirements.

4.2 **Restricted Jurisdictions.** The Platform is not offered to, and may not be accessed or used by, any person who is located in, ordinarily resident in, a citizen or national of, or organized under the laws of any of the following jurisdictions, or any region or person subject to comprehensive sanctions:

Cuba; Iran; North Korea (Democratic People's Republic of Korea); Myanmar (Burma); Syria; Russia; Belarus; Afghanistan; Venezuela; Yemen; South Sudan; Sudan; Libya; Iraq; Lebanon; Haiti; Democratic Republic of the Congo; Central African Republic; Somalia; Nicaragua; the United States of America (including its States, territories, and possessions); the Province of Ontario, Canada; and the Crimea, Donetsk, and Luhansk regions of Ukraine.

For the avoidance of doubt, this list is not exhaustive. **Any jurisdiction that is subject to comprehensive sanctions administered by the United Nations, the European Union, the United Kingdom, the Monetary Authority of Singapore, or the U.S. Office of Foreign Assets Control (OFAC), or that is identified by the Financial Action Task Force (FATF) as a jurisdiction subject to a call for action or to increased monitoring, is a Restricted Jurisdiction and is included whether or not it is expressly named above.**

4.3 **Sanctions representations.** By accessing or using the Platform you represent and warrant that you are not, and are not owned or controlled by or acting on behalf of, any person who is: (a) named on any sanctions or restricted-party list maintained by the United Nations, the European Union, the United Kingdom, the Monetary Authority of Singapore, the U.S. Office of Foreign Assets Control (OFAC), or any other relevant authority; or (b) located in, ordinarily resident in, or a national of any Restricted Jurisdiction. These representations are deemed repeated each time you use the Platform.

4.4 **Updates to the list; reserved rights.** The Company may add to or amend the list of Restricted Jurisdictions at any time by publishing an updated list on the Platform, and the published list forms part of these Terms. The Company may, but is under no obligation to, use technical means (such as IP-based geoblocking) to restrict access, and may refuse, suspend, or terminate access by any person from any jurisdiction at its sole discretion. Responsibility for compliance with these eligibility requirements rests with you.

4.5 **No circumvention.** You may not use a VPN, proxy, emulator, false information, or any other means to conceal your location or identity or to circumvent any eligibility or jurisdiction restriction. Any attempt to do so is a material breach of these Terms and grounds for immediate termination and forfeiture under Sections 8 and 9.

4.6 **Your compliance.** You are solely responsible for ensuring that your access to and use of the Platform is lawful in your jurisdiction. The availability of the Platform in any location is not an assertion that it is lawful there.

---

5. ACCOUNTS AND ELIGIBILITY

5.1 **Registration.** You must provide accurate, current, and complete information when registering and keep it updated. You are responsible for all activity under your Account and for maintaining the confidentiality of your credentials and the security of your Wallet. One person may hold only one Account unless the Company expressly permits otherwise.

5.2 **Your eligibility representations.** You are solely responsible for ensuring that you are eligible to use the Platform and that your use is lawful in your jurisdiction. By accessing or using the Platform you represent and warrant, each time you do so, that you meet the eligibility requirements in Section 4, that all information you provide is true and accurate, and that you are not using any VPN, proxy, or other means to conceal your identity or location or to circumvent any restriction.

5.3 **No verification undertaken; reserved rights.** The Platform is non-custodial and the Company handles no user funds. The Company does not undertake to perform identity verification (KYC) or sanctions screening, and you should not rely on the existence of any such checks. The Company nevertheless reserves the right, at its sole discretion and without obligation, to request information, restrict or geoblock access, or suspend or terminate any Account, where it considers this appropriate, including to comply with applicable law or to manage risk.

---

6. LICENSE AND INTELLECTUAL PROPERTY

6.1 **Ownership.** The Platform and all software, code, smart contracts, designs, text, graphics, trademarks, logos, game mechanics, and other content are owned by the Company or its licensors and are protected by intellectual property laws. Nothing in these Terms transfers any ownership to you.

6.2 **Limited license.** Subject to these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, and revocable license to access and use the Platform for your own personal, non-commercial use. All Store items, Keys, and Lives are licensed, not sold.

6.3 **Restrictions.** You may not: copy, modify, distribute, sell, or lease any part of the Platform; reverse-engineer, decompile, or disassemble any software or smart contract except to the extent permitted by law; scrape, crawl, or use any automated means to access or collect data from the Platform; remove or alter any proprietary notices; resell or commercially exploit access; or circumvent any access, geographic, or security restriction.

6.4 **Platform data.** All data generated through your use of the Platform, including game and simulated-trading data, logs, and analytics, is owned by the Company. The Company may use, analyze, and commercialize such data, including in anonymized or aggregated form, subject to applicable law and its Privacy Policy.

6.5 **Feedback.** Any feedback or suggestions you provide may be used by the Company without restriction or obligation to you.

---

7. THIRD-PARTY SERVICES, BLOCKCHAINS, AND PROTOCOLS

7.1 The Platform relies on third-party infrastructure, including public blockchain networks, wallet software, and, where applicable, third-party protocols and service providers. These are operated by independent third parties under their own terms, and the Company does not control and is not responsible for their performance, availability, security, fees, or acts or omissions.

7.2 Blockchain transactions are irreversible. Network congestion, forks, reorganizations, failures, or changes in protocol rules may affect the Platform, and the Company is not responsible for any resulting loss.

7.3 Links or integrations to third-party sites or services are provided for convenience only and do not constitute endorsement. Your use of any third-party service is at your own risk and subject to that third party's terms.

7.4 **Non-custodial wallet.** Your Account uses non-custodial embedded wallet technology provided by a third party. Your wallet and the private key material that controls it are generated and secured so that they are controlled solely by you. The key material is never held in complete form by the Company or by the wallet technology provider, and is reconstituted only momentarily within a secured environment at the moment you authorize a transaction. Neither the Company nor the wallet technology provider can access your private keys or your Digital Assets, and neither can move, transfer, freeze, or recover them. You alone authenticate and authorize each transaction. You are solely responsible for safeguarding your authentication credentials and any recovery method you select. Loss of these may result in the permanent and irreversible loss of access to your Digital Assets, which the Company cannot restore.

7.5 **Smart contracts and administration.** The Platform's functions, including Store purchases, rewards, and Payouts, are carried out by smart contracts deployed on public blockchain networks. Certain Platform smart contracts may be subject to administrative or governance controls operated by or on behalf of the Company for the purpose of maintaining, configuring, securing, or updating the Platform. Such controls do not, and are not capable of, taking custody or control of, or moving, freezing, or seizing, any user's wallet, private keys, or Digital Assets. The configuration of these controls is not published.

7.6 **Smart contract and technology risk.** Smart contracts, blockchain networks, and wallet technology carry inherent risks, including software bugs, vulnerabilities, exploits, hacks, network failures, forks, congestion, and the irreversibility of transactions. The Company does not warrant that any smart contract or technology is free from defects or vulnerabilities. To the maximum extent permitted by law, the Company is not liable for any loss arising from these risks or from any act, omission, failure, or compromise of any third-party wallet provider, protocol, network, or service.

---

8. PROHIBITED CONDUCT

8.1 You must use the Platform legitimately and in good faith, as if each Trial and Life were a real trading account, and in accordance with all published rules. The following conduct is prohibited. This list is illustrative and **not exhaustive**, and the Company determines in its sole discretion whether conduct constitutes Prohibited Conduct.

(a) **Exploiting errors or latency.** Exploiting any error, bug, vulnerability, delay, gap, or anomaly in the Platform, in price or data feeds, or in the simulated environment, or using an external, delayed, or alternative data feed.

(b) **Manipulation and collusion.** Opening opposite, offsetting, or coordinated positions (whether alone, in concert with others, or across linked, connected, or multiple Accounts) for the purpose of manipulating outcomes, neutralizing risk, or guaranteeing Payout eligibility; group trading, collusion, or "passing" arrangements.

(c) **Arbitrage.** Latency, statistical, triangular, cross-venue, or any other form of arbitrage designed to exploit the simulated nature of the environment or differences between the Platform and external markets.

(d) **Copy, signal, and managed trading.** Copy trading, mirroring, signal following, or use of strategies marketed to pass evaluations, or allowing any third party to access or operate your Account, Trial, or Life.

(e) **Strategy switching.** Using one approach to pass a Trial and a materially different approach once granted a Life.

(f) **Automation abuse.** Using bots, scripts, artificial intelligence, ultra-high-speed, mass data entry, or other automation to manipulate, abuse, or gain an unfair advantage, except as expressly permitted by the Company in writing.

(g) **Risk-management abuse.** Trading that disregards market-standard risk management, including position sizes substantially inconsistent with your other activity, over-leveraging, over-exposure, one-sided "all-in" bets, or "account rolling".

(h) **Multiple accounts and circumvention.** Operating undisclosed multiple or linked Accounts, or circumventing geographic, eligibility, promotional, or other restrictions, including by VPN, proxy, emulator, or false information.

(i) **Identity and eligibility fraud.** Misrepresenting your identity, age, location, or eligibility, or failing or attempting to bypass KYC, AML, or sanctions controls.

(j) **Counterparty and regulatory risk.** Any conduct that may jeopardize the Company's relationship with any exchange, market maker, protocol, or service provider, or that may create regulatory, legal, or reputational risk for the Company or any such third party.

(k) **Unlawful or harmful conduct.** Any use of the Platform that is unlawful, fraudulent, abusive, or that interferes with the security, integrity, or operation of the Platform.

(l) **Promotional abuse.** Abuse of referral, bonus, or promotional programs.

---

9. ENFORCEMENT, BANS, PAYOUTS, AND SET-OFF

9.1 **Enforcement measures.** Where the Company reasonably determines that Prohibited Conduct has occurred, or to comply with law or manage risk, it may, in its sole discretion and with or without prior notice, take any one or more of the following measures: issue a warning; restrict, reduce parameters of, suspend, or close any Trial or Life; void or disregard any simulated results or balances; withhold, reduce, cancel, or recover any Payout; suspend, ban, or terminate any or all of your Accounts; and permanently bar you from the Platform.

9.2 **Cross-account enforcement.** Enforcement measures may be applied across all Accounts the Company reasonably considers to be linked to or controlled by you or by persons acting in concert with you.

9.3 **Right to ban.** The Company reserves the right, at its sole discretion and for any reason or no reason, to refuse service to, suspend, ban, or terminate any User and to close any Account at any time, with or without notice. The Company also reserves the right to refuse to make available, or to discontinue, the Platform in any jurisdiction.

9.4 **Payouts and the Payout Schedule.** Where the value of a Life exceeds its starting equity, the surplus (the "Eligible Surplus") entitles you, subject to the conditions in Section 9.5, to a Payout of your share of that Eligible Surplus, calculated at the profit split for the applicable Key tier as set out in the Payout Schedule below. Payouts are claimable on demand and are executed by smart contract directly to your Wallet. The Company handles no funds in connection with a Payout; settlement occurs on-chain upon your authorization.

Payout Schedule (current):

Key tier	Life (simulated account) size	Key price	Your profit split
Alpha Key	$100	$1	80%
Bronze	$1,000	Free	60%
Silver	$5,000	$49	70%
Gold	$25,000	$199	80%
Diamond	$100,000	$799	85%
Ruby	$200,000	$1,499	85%

The full parameters of each Life, including trailing and daily drawdown limits and retry allowances, are published on the Platform and form part of these Terms. The Company may amend the Payout Schedule prospectively at any time by publishing an updated schedule on the Platform; a prospective amendment will not reduce the profit split applicable to Eligible Surplus already generated in an active Life before the amendment takes effect. Simulated Capital and the Life remain the property of the Company; a Payout is a distribution of the Company's own assets representing your contractual share of the Eligible Surplus, and is not a return of, or interest on, any amount you paid. Referral and affiliate rewards, where offered, are governed by the separately published referral terms and are likewise executed by smart contract.

9.5 **Conditions to Payouts.** Your right to a Payout is conditional on your compliance with these Terms, the absence of any Prohibited Conduct or breach in respect of the relevant Trial, Life, or Account, and the accuracy of your eligibility representations. The Company may withhold, reduce, void, or recover a Payout, and void the associated simulated results, where it reasonably determines that Prohibited Conduct or a breach has occurred. A Payout that has already been validly claimed and settled on-chain will not be reversed except in cases of fraud, Prohibited Conduct, or where required by law.

9.6 **Taxes.** You are solely responsible for determining and paying any taxes applicable to any Payout or to your use of the Platform.

9.7 **Set-off and recovery.** The Company may set off any amounts you owe it, or any losses, costs, or damages arising from your breach, against any Payout or balance, and may recover from you the Company's reasonable costs of investigation, forensic analysis, legal fees, and collection arising from your Prohibited Conduct or breach.

9.8 **Liquidated damages.** Where you engage in Prohibited Conduct, you acknowledge that the Company's loss is difficult to quantify and that, in addition to forfeiture under this Section, the Company may claim liquidated damages of up to USD 10,000 per material breach as a genuine pre-estimate of loss and a sum the Company has a legitimate interest in recovering. This provision is intended to be enforceable and not a penalty; if a competent tribunal finds it unenforceable, the Company may instead recover its actual losses.

9.9 **Chargebacks.** Initiating or threatening a chargeback or payment dispute in respect of any Store purchase is a breach of these Terms and may result in suspension, termination, withholding or set-off of any Payout, and recovery of costs.

9.10 **Final determinations.** The Company's determinations regarding your eligibility, the existence of any Prohibited Conduct or breach, the validity of any Trial or Life result, the calculation of any Eligible Surplus or Payout, and any other matter arising under these Terms, are made at the Company's sole discretion and are final and binding, and are not subject to challenge or appeal, save for the dispute-resolution process in Section 15.

---

10. DISCLAIMERS

10.1 **As is.** The Platform is provided "AS IS" and "AS AVAILABLE", with all faults and without warranty of any kind. To the maximum extent permitted by law, the Company disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, title, non-infringement, accuracy, and uninterrupted or error-free operation.

10.2 **No advice.** Nothing on the Platform is financial, investment, legal, tax, or other professional advice, or a recommendation. You are solely responsible for your decisions and conduct.

10.3 **Simulated environment.** The simulated environment may not replicate real-market conditions, and differences between simulated and real outcomes do not constitute a defect or a ground for any claim.

10.4 **Use at your own risk.** Your access to and use of the Platform, and any reliance on it, is at your sole risk.

---

11. LIMITATION OF LIABILITY

11.1 **Excluded losses.** To the maximum extent permitted by law, the Company and its affiliates, and their respective directors, officers, employees, agents, and licensors (the "Company Parties"), shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenue, data, goodwill, or Digital Assets, however arising, whether in contract, tort, or otherwise, even if advised of the possibility.

11.2 **Liability cap.** To the maximum extent permitted by law, the total aggregate liability of the Company Parties arising out of or in connection with these Terms or the Platform shall not exceed the greater of (a) the total fees you paid to the Company in the six (6) months immediately preceding the event giving rise to the claim, or (b) USD 100.

11.3 **Carve-outs.** Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation. The limitations in this Section apply only to the extent permitted by the Unfair Contract Terms Act 1977 of England and Wales and other applicable law, and are intended to be reasonable in the circumstances known to the parties at the time of contracting.

11.4 **Basis of the bargain.** You acknowledge that the fees charged reflect the allocation of risk in these Terms and that the disclaimers and limitations are an essential basis of the bargain between you and the Company.

---

12. INDEMNIFICATION

12.1 You agree to indemnify, defend, and hold harmless the Company Parties from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your breach of these Terms; (b) your Prohibited Conduct; (c) your violation of any law or any third-party right; (d) your use of the Platform; or (e) any tax obligations arising from your use of the Platform or any Payout.

---

13. TERM, SUSPENSION, AND TERMINATION

13.1 These Terms apply from your first access to the Platform and continue until terminated. Either party may terminate at any time: you, by ceasing to use the Platform and closing your Account; the Company, as set out in Section 9 or on notice.

13.2 On termination, your license to use the Platform ends immediately, open Trials and Lives may be closed, and Sections that by their nature should survive (including Sections 1, 2, 6, 8, 9, 10, 11, 12, 14, 15, and 16) survive termination.

13.3 Termination does not entitle you to any refund except where required by law, and does not limit the Company's other rights or remedies.

---

14. CHANGES TO THE PLATFORM AND THESE TERMS

14.1 The Company may modify, suspend, or discontinue any part of the Platform at any time. The Company may amend these Terms at any time by posting the updated Terms on the Platform and updating the "Last Updated" date. Material changes may be notified through the Platform. Your continued use of the Platform after changes take effect constitutes acceptance of the amended Terms. If you do not agree, you must stop using the Platform.

---

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 **Governing law.** These Terms, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), are governed by and construed in accordance with the laws of England and Wales.

15.2 **Arbitration.** Any dispute arising out of or in connection with these Terms, including any question regarding their existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the SIAC in force at the time, which rules are deemed incorporated by reference. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The law governing the arbitration agreement shall be the laws of England and Wales.

15.3 **Class-action waiver.** To the maximum extent permitted by law, disputes shall be resolved on an individual basis only. You and the Company waive any right to bring or participate in any class, collective, consolidated, or representative action. No arbitration shall be consolidated or joined with any other without the Company's consent.

15.4 **Time bar.** To the maximum extent permitted by law, any claim must be commenced within twelve (12) months after the cause of action arises, failing which it is permanently barred.

15.5 **Injunctive relief.** Nothing in this Section prevents the Company from seeking urgent or interim injunctive or equitable relief from any court of competent jurisdiction to protect its intellectual property, confidential information, or the integrity of the Platform.

---

16. GENERAL

16.1 **Entire agreement; incorporated documents.** The following documents are incorporated into and form part of these Terms: the Risk Disclosure, the Privacy Policy, the Cookie Policy, the Restricted Jurisdictions list, and any applicable Program Terms, together with any other rules and policies published on the Platform. By accepting these Terms, you also accept those incorporated documents, whether or not you separately acknowledge each of them. Together they constitute the entire agreement between you and the Company and supersede all prior understandings.

16.2 **Severability.** If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remaining provisions remain in full force.

16.3 **No waiver.** No failure or delay by the Company in exercising any right is a waiver of it.

16.4 **Assignment.** You may not assign or transfer these Terms or your Account without the Company's prior written consent. The Company may assign or transfer these Terms freely.

16.5 **No third-party rights.** Except for the Company Parties (who may enforce Sections 11 and 12), a person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 of England and Wales to enforce any term.

16.6 **Force majeure.** The Company is not liable for any failure or delay caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, pandemic, government action, network or power failures, cyber-attacks, and blockchain network failures, forks, or reorganizations.

16.7 **Notices.** The Company may give notices through the Platform or to the contact details associated with your Account. Notices to the Company must be sent to the address published on the Platform.

16.8 **Language.** These Terms are in English. Any translation is for convenience only, and the English version prevails.

16.9 **Relationship.** Nothing in these Terms creates any partnership, joint venture, agency, employment, fiduciary, or trust relationship between you and the Company.

16.10 **Acknowledgment.** By creating an Account or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms.
