

Terms and Conditions:

Section 0: Overview

The Almanak platform, operated by Future Tech Labs FZCO (Further “Future Tech”), is an AI platform designed to empower users in developing, testing, training, optimising and deploying web3 autonomous agents. The platform provides tools for simulating, deploying, and monitoring strategies through user-controlled agentic autonomous wallets, enabling complete autonomy and eliminating custodial risks. By accessing or using the platform, you agree to these Terms and Conditions, which form a legally binding agreement between you and Future Tech Labs FZCO.

0.1 Key Terminology

For the purposes of these Terms and Conditions, the following terms are defined as follows:

- **“AI Agent Wallet”**: A wallet operated autonomously to execute user-defined strategies, based strictly on permissions granted by the user through their User Wallet.
- **“Automation Interface”**: Tools enabling users to configure and deploy automated AI financial strategies, interacting with their wallets for execution.
- **“Future Tech Platform”** or the **“Almanak Platform”** the **“Platform”**: Refers to the suite of non-custodial tools and AI services provided by Future Tech via the website of www.almanak.co
- **“Future Tech”**: Refers to Future Tech Labs FZCO, with its address at DMCC Business Centre Level No 12 Uptown Tower Dubai, United Arab Emirates.
- **“SAFE Wallet”**: A digital wallet created by and owned by the user via a third-party integration ([SAFE link](#)).

- **“Services”**: The tools, functionalities, and software support provided by Future Tech via the Platform.
- **Gas Service** - The term refers to the gas fees that must be paid on various blockchain protocols in order to execute transactions.
- **“Simulator”**: A Platform feature allowing users to model and test strategies using advanced simulations.
- **“Strategies”**: User-defined or user-adapted sequences of financial actions designed to automate users trading, risk management, or other DeFi-related operations.
- **“User Wallet”**: A digital cryptocurrency wallet not offered by Future Tech Labs, which is exclusively controlled and owned by the user, through which Platform access is authenticated. Examples include MetaMask, Phantom, Rainbow, BraveWallet, Coinbase Wallet, and other non custodial compatible wallets.

0.2 Non-Custodial Nature of the Platform

Future Tech operates only as a technological software provider and it’s a fully non-custodial Platform, ensuring users retain exclusive control over their funds, strategies, executions and decisions. Key principles include:

- **Exclusive User Control:**
Users maintain sole ownership and control over their User Wallet, and SAFE Wallet. Future Tech never offers any custody service or any kind of crypto currencies services. Users maintain sole control over their funds, private keys, and wallets. The Platform does not access, store, or take custody of user assets.
- **Facilitation Without Custodial Involvement:**
Future Tech provides the technical infrastructure to facilitate specific functionalities, such as the operation of the AI Agent Wallet, which executes user-defined strategies autonomously. All permissions for the AI Agent Wallet are granted exclusively by the user through their User Wallet, and Future Tech has no influence over these actions.

- **Responsibility for Permissions and Actions:**

Users are fully responsible for configuring, managing, and granting permissions to their wallets and for any actions initiated on the Platform. Future Tech does not validate or monitor user-defined configurations, permissions, or transactions.

0.3 Agreement and Acceptance

By accessing or using the Future Tech Platform, you acknowledge and agree that:

- You have read, understood, and accepted these Terms and Conditions.
- You bear sole responsibility for all permissions granted, strategies created, and actions taken on the Platform.
- Future Tech provides its services on an “as-is” and “as-available” basis, without any warranties, guarantees, or assurances regarding outcomes or results.

0.5 Nature of Services

The Future Tech Platform provides tools for simulating, configuring, and executing automated financial strategies. These services are intended for informational and operational purposes only and are fully dependent on users own decisions and input for which the user takes full responsibility. These services do not constitute financial, legal, or investment advice. Future Tech is not a financial advisor, asset manager, or fiduciary entity and does not assume any responsibility for the outcomes of user-defined strategies.

Section 1: Eligibility and User Responsibilities

1.1 Eligibility Criteria

By accessing and/or using the Services, You have read, understood, and accepted all of the following Terms and agree to be legally bound by these Terms, in their most recent version. You further represent and warrant that:

- **Minimum Age:** (i) you are of legal age to enter into a binding agreement; (ii) if you are not of legal age to enter into a binding agreement, you are above 16 (sixteen) years old and your parents or legal guardians have provided consent; and (iii) if you represent a corporation, governmental organisation or other legal entity, you have the right, power and authority to enter into these Terms on behalf of such corporation, governmental organisation or other legal entity and to legally bind it to these Terms.

- **Compliance with Local Laws:** Users are solely responsible for ensuring that their use of the Platform complies with all applicable laws, regulations, and rules in their jurisdiction. Future Tech does not make any representation or guarantee that its services are lawful or appropriate outside the UAE.

By accessing or using the Platform, users represent and warrant that they meet these eligibility requirements.

In addition by using the Platform, users confirm that they:

- Fully understand the non-custodial nature of the Platform and accept all associated responsibilities.
- Acknowledge the inherent risks of using innovative technologies, decentralized finance, and autonomous financial agents.
- Irrevocably release Future Tech from any liability arising from their use of the Platform, including direct, indirect, or consequential losses.
- Agree to indemnify, defend, and hold harmless Future Tech, its affiliates, and its employees from any claims, liabilities, or disputes resulting from their use of the Platform.

1.2 User Account and Access

- **Authentication via User Wallet:**

Users access the Platform exclusively through their User Wallet, which serves as the sole means of authentication. Future Tech does not manage, control, or have access to the private keys or credentials of the User Wallet.

Section 2: Authentication and Access

2.1 Creation, Configuration, and Execution of Strategies

- **User-Created Strategies:**

Users may create and configure automated financial strategies using the tools and functionalities available on the Future Tech Platform. These strategies may be categorized as:

- **Private Strategies:** Strategies that are created and executed exclusively by the user and solely for the user's personal use. Private strategies remain confidential and are

accessible only to the user who created them.

- **Public Strategies:** Strategies that users choose to share with the broader Platform community. Public strategies may be accessed, copied, or modified by other users. By sharing a strategy publicly, the user grants other Platform users a non-exclusive, royalty-free license to use and adapt the shared strategy. Everything is done by the Users on a peer-to-peer basis without any involvement of Future Tech.

- **Intellectual Property Rights:**

- For **Private Strategies**, all intellectual property rights remain with the user who created the strategy, and Future Tech does not claim ownership or usage rights over such strategies.
- For **Public Strategies**, while the user retains intellectual property rights, they acknowledge and agree that by sharing a strategy publicly, they relinquish exclusive control and allow others to use, modify, and execute the shared strategy. Future Tech is not responsible for any use or modification of public strategies by other users.

- **Responsibility for Configurations:**

Users are solely responsible for the design, setup, and implementation of their strategies, whether private or public. This responsibility includes ensuring that:

- The strategy aligns with their personal objectives, financial goals, and risk tolerance.
- The mechanics and consequences of the strategy are fully understood by the user.
- The strategy complies with applicable laws and regulations in their jurisdiction.

- **Selection and Use of Public Strategies:**

Users may browse, select, and use public strategies shared by other users on the Platform.

By doing so, users acknowledge that:

- Public strategies are created and shared by other users, not by Future Tech.
- Future Tech does not review, verify, or endorse the accuracy, reliability, or suitability of public strategies.
- The use of public strategies is entirely at the user's own risk, and Future Tech disclaims all liability for outcomes resulting from the use of such strategies.

- **Execution of Strategies:**

Both private and public strategies are executed autonomously by the user based on user-defined permissions granted via the User Wallet.

- **2.3 Simulator Functionality**

Informational Purposes Only:

The Simulator enables users to test and evaluate strategies in a virtual environment. Results from simulations are provided for informational purposes only and do not guarantee real-world outcomes.

- **Disclaimer of Liability:**

Future Tech disclaims all liability for the accuracy, reliability, or applicability of simulation results. Users acknowledge that any decisions or actions taken based on simulation outputs are entirely at their own risk.

2.4 Permissions and AI Agent Wallet Execution

- **User Responsibility for Permissions:**

The execution of strategies requires explicit permissions granted by the user through their User Wallet to the AI Agent Wallet. Users retain full control over these permissions and must ensure that they are configured correctly and appropriately.

- **AI Agent Wallet Autonomy:**

The AI Agent Wallet operates autonomously to execute user-defined strategies.

- **Gas Service:**

Users who wish for their AI Agent Wallet to execute strategies autonomously must prepay for the **Gas Service** provided by Future Tech. The service fee is paid through the User Wallet and covers:

- Gas fees required for blockchain transactions executed by the AI Agent Wallet.
- Costs incurred by Future Tech in enabling autonomous execution.

- Future Tech Platform uses these prepaid funds to allow the AI Agent Wallet to perform transactions as part of the user-defined strategies. Users are solely responsible for ensuring their User Wallet has sufficient funds to pay for this service.

- **Risk and Liability Waiver:**

Users accept all risks associated with granting permissions, authorizing transactions, and utilizing the Gas Service. Future Tech is not liable for:

- Losses or damages arising from misconfigured permissions.
- Failed or delayed transactions due to insufficient funds or blockchain network issues.

- Unauthorized or unintended transactions executed due to user error.

2.5 Third-Party Integrations

- **Facilitated Interactions:**

The Platform enables interactions with third-party services and protocols (e.g., SAFE Wallet, Privy, DeFi applications) to extend user capabilities. These integrations remain entirely under the user's ultimate control and remain users responsibility.

- **Disclaimer of Liability for Third Parties:**

Future Tech is not liable for any issues, errors, or damages arising from third-party services, including but not limited to:

- Malfunctions or vulnerabilities in third-party tools or protocols.
- Losses resulting from unauthorized access or errors in third-party applications.
- Adverse outcomes due to changes in third-party terms, policies, or technical functionality.

- **2.6 Payments and Fees**

- **Gas Fee Responsibility:**

Users are responsible for ensuring their User Wallet has sufficient funds to cover payments for Gas Service. These payments are necessary for enabling the AI Agent Wallet to autonomously execute transactions as part of user-defined strategies.

- **Gas Service Estimation:**

Future Tech may provide estimated gas fees to help users understand potential costs.

However, users acknowledge that:

- Estimates are subject to change due to blockchain network conditions.
- Any remaining funds after transaction execution are retained for future executions or service facilitation.

- **Transaction Failures:**

Future Tech disclaims all liability for failed or delayed transactions resulting from insufficient prepaid funds, network congestion, or other external factors.

Section 3: SAFE Wallet and AI Agent Wallet Functionality

3.1 SAFE Wallet Creation and Use

- **Facilitation of SAFE Wallet Creation:**

The Future Tech Platform enables users to interact with third-party services, including SAFE Wallet, for enhanced security and execution of strategies. Through the Platform, users may initiate the creation of their own SAFE Wallet by broadcasting a specific call to the SAFE protocol. Future Tech does not create or control SAFE Wallets but merely facilitates the user's interaction with the third-party SAFE protocol.

- **User Custody and Responsibility:**

SAFE Wallets, including all assets held within them, remain entirely under the custody and control of the user. Users are solely responsible for:

- Securing and managing access to their SAFE Wallet, including private keys and permissions.
- Monitoring the status and performance of the SAFE Wallet and any associated assets.
- Protecting against unauthorized access, loss, or misuse of the wallet or its contents.
- Deposits and withdrawals from their own SAFE wallet.

3.2 AI Agent Wallet Execution

- **Facilitation of AI Agent Wallet Use:**

The Platform provides an AI Agent Wallet that operates autonomously to execute user-defined strategies. The AI Agent Wallet executes transactions based strictly on the permissions granted by the user via their User Wallet.

- **Gas Service:**

To enable the AI Agent Wallet to execute transactions, users **must prepay network gas fees**. Future Tech **does not hold or manage user assets**. Future Tech does not retain control over how these transactions are configured, approved, or managed.

Purpose of Prepaid Funds: Prepaid funds are used by Future Tech to cover blockchain gas fees and other costs required for transaction execution.

- **User Responsibility:** Users must ensure their User Wallet contains sufficient funds to pay for this service. Insufficient funds may result in failed or delayed transactions.

- **No Refund Policy:** Prepaid funds for the Gas Service are non-refundable, even in cases of failed transactions caused by external factors such as blockchain congestion or network errors.

Section 4: Payments and Fees

4.1 General Payment Obligations

- **Payment Responsibility:**

Users are solely responsible for ensuring their User Wallet contains sufficient funds to cover all costs associated with using the Platform. These costs include, but are not limited to:

- Fees for the **Gas Service**.
- Blockchain gas fees required for transaction execution via their User Wallet;
- Any other charges related to user-defined strategies or interactions with third-party services.

- **Currency of Payments:**

All payments must be made in cryptocurrency supported by the Platform and specified at the time of payment. Future Tech does not accept fiat currency for any transactions or services as means of payment.

- All payments relating to the services offered by the integrated third party tooling (such as Privy, SAFE or others) must be made in cryptocurrency or Fiat currency supported by the particular third party provider at the time of payment. Future Tech is not responsible for changes and failures related to third party payments.

4.2 Gas Service

- **Prepayment Requirement:**

Users who wish for their AI Agent Wallet to execute their strategies autonomously must prepay for the Gas Service through their User Wallet. This service fee covers:

- Blockchain gas fees required for executing user-defined transactions.

- **Gas Fee Estimation and Use of Funds:**

- Future Tech may provide an estimated gas fee to help users plan their transactions. However, users acknowledge that estimates may vary due to blockchain network conditions, and actual gas fees may differ.
- Any surplus funds remaining after transaction execution are retained in the user's prepaid balance and may be applied toward future transactions or services.
- **No Refund Policy:**

All funds prepaid for the Gas Service are non-refundable, even in the event of:

 - Transaction failures caused by blockchain network congestion or technical issues.
 - User errors in strategy configuration or permissions.

4.4 Fee Adjustments

- **Discretion to Adjust Fees:**

Future Tech reserves the right to adjust fees for the Gas Service or any other Platform service based on changing operational costs, blockchain conditions, or other relevant factors. Users will be notified of any such adjustments before they are implemented.
- **Continued Use Constitutes Acceptance:**

By continuing to use the Platform after a Gas Service adjustment, users accept the revised fee structure and agree to comply with it.

Section 5: Simulations and Analytics

5.1 Purpose of Simulations and Analytics

- **Informational Tool:**

The Future Tech Platform offers advanced simulation and analytics tools to help users model, test, and evaluate their own financial strategies. These tools are designed as supportive and for informational and educational purposes only and do not guarantee real-world outcomes which the user acknowledges.
- **Non-Binding Outputs:**

The results of simulations or analytics provided by the Platform are indicative and based on assumptions, parameters, and scenarios configured by the user. They are not intended to serve as financial advice, investment recommendations, or definitive projections under any circumstances.

5.2 User Responsibility for Configurations

- **Parameter Setup:**

Users are solely responsible for configuring the parameters, assumptions, and scenarios used in simulations or analytics. This includes:

- Ensuring that inputs align with their specific objectives and risk tolerance.
- Reviewing and understanding the limitations of the simulation outputs.

- **Evaluation of Results:**

Users are responsible for interpreting simulation results and determining their applicability to their strategies. Future Tech does not validate, monitor, or endorse the accuracy, relevance, or suitability of user-configured simulations.

5.3 Use of Simulations with Autonomous Strategies

- **User-Defined Connections:**

Users may choose to connect and associate the results of their simulations to their selected strategies, including strategies to be executed by AI autonomous agents. This connection is made entirely at the user's own discretion and risk. Users acknowledge that:

- Simulation outputs are used to inform and optimize their strategies, but Future Tech makes no guarantee regarding the accuracy or effectiveness of the results.
- Any strategy decisions or AI autonomous agent configurations based on simulation outputs are solely the responsibility of the user.

- **No Guarantee of Results:**

The use of simulations to optimize or inform strategies, including AI autonomous agent strategies, does not guarantee specific outcomes. Users accept that real-world results may differ significantly from simulated scenarios due to the inherent unpredictability of AI and decentralized finance environments.

Section 6: No Financial Advice or Fiduciary Responsibility

6.1 Informational and Operational Purposes Only

- **Platform Scope:**

The Future Tech Platform is designed solely to provide tools for simulation, strategy design, and optimization. These tools are intended for informational, educational and operational purposes and do not constitute financial, investment, legal, or tax advice.

No type of consultancy or financial advice is provided by Future Tech, as it is the user's sole responsibility to set all strategies, simulation and scenario parameters. Future Tech only provides customisable software tools for users and does not perform any other action.

- **No Recommendations:**

Future Tech does not recommend or endorse any specific strategies, simulations, market conditions, or investment opportunities. Users are responsible for making independent decisions based on their personal objectives, risk tolerance, and financial circumstances.

6.2 No Financial Advice

- **Independent Decision-Making:**

Users acknowledge that the Platform does not act as a financial advisor, investment consultant, or fiduciary. All decisions and implementation and set-up regarding strategies, transactions, or market participation are made solely at the user's discretion and risk.

- **Professional Consultation:**

Users are encouraged to seek advice from qualified financial, legal, or tax professionals before engaging in activities or transactions based on their use of the Platform.

6.3 No Fiduciary Duty

- **Platform Role:**

Future Tech does not act as a fiduciary for any user. The Platform's role is limited to providing non-custodial tools and services that users may utilize for their personal objectives and strategy development.

- **No User-Platform Relationship:**

The use of the Platform does not create a fiduciary, agency, partnership, or joint venture relationship between the user and Future Tech.

Section 8: Prohibited Activities

8.1 Prohibited Uses of the Platform

To maintain the integrity, security, and compliance of the Future Tech Platform, users are strictly prohibited from engaging in the following activities:

- **Illegal Activities:**

Using the Platform for any activity that violates applicable laws, regulations, or rules,

including but not limited to money laundering, fraud, terrorism financing, or other unlawful purposes.

- **Unauthorized Access:**

Attempting to gain unauthorized access to the Platform, its underlying systems, or the accounts or wallets of other users.

- **Harmful Interference:**

Introducing malicious software, viruses, or other harmful components that could disrupt the Platform's functionality or compromise its security.

- **Data Harvesting and Scraping:**

Collecting or scraping data from the Platform, whether manually or through automated means, without express written permission from Future Tech.

- **Reverse Engineering:**

Decompiling, reverse engineering, or attempting to derive the source code of the Platform or any of its components.

- **Fraudulent Behavior:**

Impersonating another user, misrepresenting your identity, or engaging in any deceptive practices on the Platform.

- **Market Abuse activities:**

Using the Platform for market abuse activities.

- **Abuse of Resources:**

Exploiting Platform features, tools, or services in a manner that could overload, harm, or impair its operation or performance.

8.2 Responsibility for Compliance

- **User Obligations:**

Users are solely responsible for ensuring their activities on the Platform comply with these Terms and Conditions and all applicable laws, regulations, and rules in their jurisdiction.

- **No Assistance for Prohibited Uses:**

Future Tech does not support or facilitate any prohibited activities. Users acknowledge that engaging in such activities may result in immediate suspension or termination of Platform access and potential legal action.

8.3 Monitoring and Enforcement

- **Platform Monitoring:**

While Future Tech does not actively monitor user activity or wallet content, it reserves the right to investigate any suspected violations of these Terms and Conditions or applicable laws.

- **Enforcement Actions:**

In the event of a suspected or confirmed violation, Future Tech may, at its sole discretion, take any or all of the following actions:

- Suspend or terminate access to the Platform without prior notice.
- Report the activity to relevant authorities or regulatory bodies.
- Seek damages or legal remedies as permitted by applicable law.
- Access user related data.

For all indemnifications, waivers, and liability disclaimers, refer to the following section 9.

Section 9: Risks, Responsibilities, Waivers, Indemnifications, and Limitations of Liability

By using the Future Tech Platform, users expressly agree to the following terms, responsibilities, waivers, indemnifications, and limitations of liability, protecting Future Tech to the fullest extent permissible by law.

9.1 Platform Use and Jurisdiction

Users are solely responsible for ensuring that their use of the Platform complies with all applicable laws, regulations, and rules in their jurisdiction. Future Tech makes no guarantee that the Platform is available or permitted in every jurisdiction, and reserves the right to restrict or deny access where it deems necessary.

9.2 User Responsibilities

By using the Platform, users acknowledge and accept the following responsibilities:

1. **Security and Management of Wallets**

Users bear full responsibility for securing and managing their User Wallet, SAFE Wallet, and any associated funds, including safeguarding private keys, recovery phrases, and other sensitive information. Future Tech disclaims any liability for losses resulting from compromised wallet security or user negligence.

2. **Granting Permissions**

Users are solely responsible for granting and managing wallet permissions, including those granted to the AI Agent Wallet. Future Tech does not monitor, alter, or validate these permissions.

3. **Transaction Execution Risks**

All transactions executed by the AI Agent Wallet are based on user-defined permissions and user-defined and approved strategies. Future Tech disclaims liability for unauthorized or unintended transactions arising from user error, misconfigured permissions, or network conditions.

9.3 Inherent Risks of Decentralized Finance (DeFi)

1. **Volatility and Uncertainty**

Users acknowledge that the DeFi ecosystem is inherently volatile, unpredictable, and subject to rapid changes, which may impact strategy performance, transaction outcomes, and asset values.

2. **Technical Risks**

Users understand that interactions with blockchain networks and DeFi protocols involve technical risks, including but not limited to:

- Smart contract vulnerabilities
- Network congestion or delays
- Protocol malfunctions or updates
- Incompatibilities between platforms, wallets, or protocols

9.4 User Responsibility for Execution

1. Full Accountability

Users are solely responsible for:

- Selecting, configuring and executing strategies on the Platform
- Execution of transactions
- Monitoring the performance and safety of their strategies
- Assessing the suitability of strategies for personal objectives and risk tolerance

9.5 Assumption of Risk

1. Informed Decisions

By using the Platform, users confirm that they:

- Are aware of and accept the risks associated with DeFi, blockchain networks, and autonomous financial agents
- Fully understand the potential for financial loss, transaction errors, and other adverse outcomes

2. No Guarantees of Success

Participation in DeFi (including the use of related simulations, autonomous agents, or strategy execution) does not guarantee any financial success or positive outcomes.

3. Acceptance of Risk

By agreeing to these Terms and Conditions, users confirm their acceptance of all risks associated with the Platform and acknowledge that Future Tech provides no guarantees regarding outcomes or performance.

9.6 Platform Disclaimer

1. Experimental Technology

The Platform utilizes experimental and cutting-edge technology. It is provided on an “as-is” and “as-available” basis, with no guarantees of stability, reliability, or compatibility.

2. User Awareness

Users acknowledge the experimental nature of the Platform and accept all associated risks, including the potential for unforeseen issues or limitations.

9.7 Global Waivers and Indemnifications

9.7.1 General Indemnification

To the fullest extent permitted by law, users agree to indemnify, defend, and hold harmless Future Tech, its affiliates, directors, officers, employees, agents, and service providers from any claims, damages, liabilities, losses, or expenses (including legal fees) arising from:

- User violations of these Terms and Conditions, applicable laws, or third-party agreements
- Unauthorized use or misuse of the Platform, including incorrectly configured autonomous strategies, execution failures, or user errors
- Disputes with third-party services (e.g., SAFE Wallet, Zodiac, DeFi protocols, Privy) arising from user integration choices, permissions granted, or interactions with those services.

9.7.2 Explicit Waiver of Claims

To the fullest extent permitted by law, users irrevocably waive and release any claims, demands, or causes of action against Future Tech, its affiliates, directors, officers, or employees arising from:

- Errors, misconfigurations, or unintended actions initiated by the user
- Consequences from user-defined and user-selected strategies or third-party integrations
- Consequences from user transaction executions.
- Blockchain-related issues (e.g., network congestion, protocol failures, gas fee volatility)
- Overpayment or underpayment of gas fees due to network conditions or estimation errors
- Losses or damages from failed, delayed, or erroneous transactions
- The non-refundable nature of prepaid funds for the Gas Service
- Use or malfunction of SAFE Wallets or third-party modules
- Financial losses resulting from Platform use, including tools influencing transactions or market participation
- Failure to achieve intended financial outcomes

- Losses due to unauthorized access or errors in user configurations
- Malfunctions, vulnerabilities, or failures in SAFE Wallets or third-party modules
- Adverse outcomes from third-party protocol changes or technical issues
- Failed or delayed transactions due to insufficient funds, network congestion, or protocol failures
- Adverse financial outcomes related to Platform use, including simulations and analytical tools
- The accuracy, completeness, or reliability of simulation outputs and strategy integrations
- Disputes regarding payments made for the Gas Service
- Errors, omissions, or failures in SAFE Wallet or AI Agent Wallet configurations
- User-defined strategies, transactions, or financial decisions
- Breaches of these Terms and Conditions or applicable laws

9.7.3 Assumption of Risk

By using the Platform, users confirm they fully understand the experimental nature of web3, blockchain, and AI-based tools and accept all associated risks, including:

- Potential loss of funds, technical failures, and transaction errors
- Errors in configuration, permissions, or strategy setup and execution
- The inherent uncertainty of simulation outputs, which may not accurately reflect real-world conditions
- The dynamic nature of DeFi environments and blockchain networks, which may render simulations outdated or invalid
- Volatility in cryptocurrency value and unexpected increases in gas fees

9.7.4 No Guarantees or Warranties

The Platform is provided on an “as-is” and “as-available” basis. Future Tech makes no guarantees, warranties, or representations regarding:

- The accuracy, suitability, or reliability of its tools for achieving specific financial outcomes
- The effectiveness or predictive value of simulations and analytics tools
- The ability of Platform features to prevent losses or errors in user-defined strategies

9.7.5 Indemnification

Users agree to indemnify, defend, and hold harmless Future Tech, its affiliates, directors, officers, and employees from any claims, damages, or liabilities arising from:

- Misuse or misinterpretation of strategy creation and optimisation tools, simulation or analytics outputs, as well as AI Agents
- User-configured errors, assumptions, or scenarios
- Decisions or actions taken based on simulation results or their integration with autonomous agents
- Reliance on Platform tools for ultimate financial decision-making or strategic execution

By using the Platform, users expressly accept that their use is entirely at their own discretion and risk, with no recourse against Future Tech for any losses or damages incurred.

9.7.6 Liability Waiver for Platform Use

Users acknowledge and agree that:

- Future Tech does not provide financial, legal, or investment advice; users assume all risks related to strategy execution and market conditions
- All transactions and services are provided “as-is” and “as-available,” with no guarantees of uptime, accuracy, or security
- Future Tech is not liable for any direct, indirect, incidental, or consequential damages arising from Platform use, including financial losses, security breaches, strategy misconfigurations, or technical failures

9.7.7 Third-Party Service Waiver

Future Tech is not responsible or liable for:

- The availability, reliability, or performance of any third-party wallets, protocols, smart contracts, or APIs integrated with the Platform (such as SAFE, Privy, DeFi protocols Agents created by the users interact with and more).
- User-permitted integrations, including permissions granted to autonomous agents or external applications.
- Loss of assets, transaction failures, or protocol hacks resulting from interactions with DeFi services, smart contracts, or decentralized applications.

9.7.8 No Refunds or Compensation

Users waive the right to:

- Seek refunds for Gas Services or other prepaid fees, except where required by law
- Claim damages from modifications, suspensions, or discontinuation of any feature, service, or program (including the Points Program).

9.7.9 Third-Party Services and Liability Waiver (No Responsibility for Third-Party Services)

Future Tech does not own, operate, or control third-party services that users interact with through the Platform, including but not limited to:

- Cryptocurrency wallets (e.g., SAFE Wallet, MetaMask, Phantom)
- DeFi protocols (e.g., Uniswap, Aave, Compound)
- Smart contract integrations and third-party applications

Future Tech makes no warranties regarding the availability, security, functionality, or reliability of third-party services.

9.7.10 User Responsibility for Third-Party Interactions

By using third-party services, users acknowledge and accept that:

- Future Tech is not liable for any losses, damages, or disruptions caused by malfunctions, hacks, exploits, or changes in third-party services
- Users are solely responsible for reviewing and accepting the terms of use and policies of third-party services
- Future Tech does not and cannot intervene in disputes between users and third-party service providers

9.7.11 Third-Party Integrations and Permissions

Users may choose to integrate third-party services with the Platform at their own discretion. By doing so, users:

- Accept that any permissions granted to third-party applications or smart contracts are fully controlled by the user and cannot be reversed by Future Tech
- Acknowledge that interacting with third-party services carries risks and that Future Tech is not liable for any unintended transactions, failed executions, or data exposure resulting from such integrations

9.7.12 No Liability for Third-Party Service Termination

- Future Tech is not responsible for third-party services that are modified, discontinued, or terminated, including services that users have integrated into their strategies
- If a third-party service becomes unavailable or ceases to operate, users bear all risks associated with strategy failures, unexecuted transactions, or loss of access.

9.8 Limitation of Liability

9.8.1 Platform Provided “As-Is” and “As-Available”

Future Tech provides the Platform on an “as-is” and “as-available” basis, without representations, warranties, or guarantees of any kind (express, implied, or statutory), including:

- The accuracy, reliability, or availability of the Platform and its tools

- The suitability or effectiveness of the Platform for achieving any financial, operational, or strategic outcomes
- The absence of errors, interruptions, or vulnerabilities in the Platform

9.8.2 Exclusion of Liability

1. Direct and Indirect Losses

To the fullest extent permitted by applicable law, Future Tech shall not be liable for direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to:

- Financial losses or lost profits resulting from Platform use or reliance on its tools
- Loss of data, reputation, business opportunities, or anticipated savings
- Adverse outcomes arising from user-defined strategies, transactions, or third party integrations

2. External Factors

Future Tech disclaims liability for losses, damages, or adverse outcomes caused by factors beyond its control, including:

- Blockchain network issues (e.g., congestion, delays, or failures)
- Third-party service malfunctions, vulnerabilities, or unauthorized access
- Changes in market conditions, regulatory environments, or protocol behavior

9.8.3 Third-Party Integrations (Facilitated Interactions)

While the Platform enables interactions with third-party services and protocols to extend user capabilities, these integrations are facilitated by Future Tech solely for user convenience. All such interactions remain entirely under the user's control and responsibility.

9.8.4 User Responsibility for Decisions

1. Independent Judgment Required

Users are solely responsible for all decisions made using the Platform, including:

- Strategy creation, execution, and optimization

- Permissions granted to autonomous agents or integrated services
- Evaluations of simulation outputs and their applicability to real-world scenarios

2. Risk of Loss

Users accept that use of the Platform may result in financial loss or other adverse consequences and agree to assume full responsibility for such risks.

9.8.6 Force Majeure

Future Tech shall not be held liable for any failure or delay in performing its obligations due to events beyond its reasonable control (e.g., natural disasters, pandemics, acts of government, war, cyberattacks, or other unforeseen circumstances).

9.9 User Representations and Warranties

9.9.1 User Representations

By using the Platform, users represent and warrant that:

- **Eligibility**

They meet all eligibility criteria outlined in these Terms and Conditions, including age and legal capacity requirements, and are not barred from using the Platform under any applicable law or regulation.
- **Compliance**

Their use of the Platform will comply with these Terms and all applicable laws, regulations, and rules in their jurisdiction.
- **Legitimate Use**

Their activities on the Platform will be conducted for lawful purposes and will not involve fraudulent, deceptive, or otherwise prohibited actions.
- **Sole Control of Wallets**

They are the rightful owner and sole controller of any cryptocurrency wallets used to access

the Platform, and they have not shared or disclosed their private keys or recovery phrases to any unauthorized third party.

- **No Third-Party Reliance**

They are not relying on any statements, representations, or warranties made by Future Tech or its affiliates other than those expressly set forth in these Terms and Conditions.

9.9.2 Prohibited Representations

Users agree not to make any false or misleading representations to Future Tech or third parties regarding:

- Their identity, qualifications, or affiliation
- The nature, purpose, or legality of their activities on the Platform

9.9.3 User Warranties

1. **Accuracy of Information**

Users warrant that all information provided to Future Tech, including wallet details and other data, is accurate, complete, and up to date.

2. **Responsibility for Actions**

Users warrant that they will be solely responsible for:

- The configuration, execution, and outcomes of their strategies
- Permissions granted to autonomous agents or third-party services through the Platform
- Any losses or damages resulting from their actions or omissions

3. **No Infringement**

Users warrant that their use of the Platform, including any content or strategies created or shared, will not infringe upon the intellectual property or other rights of any third party.

9.9.4 Acknowledgments and Waivers

1. **Acceptance of Risks**

Users acknowledge and accept the risks associated with the use of decentralized

technologies, autonomous agents, and the Platform, including but not limited to technical failures, market volatility, and blockchain-related issues.

2. Irrevocable Waiver of Claims

To the fullest extent permitted by law, users irrevocably waive and release any claims, demands, or liabilities against Future Tech arising from:

- Breaches of user representations or warranties
- Consequences of their own actions, omissions, or configurations

9.9.5 Indemnification

Users agree to indemnify, defend, and hold harmless Future Tech, its affiliates, directors, officers, and employees from any claims, damages, or liabilities arising from:

- Breaches of the representations and warranties outlined in this section
- False or misleading information provided to Future Tech or third parties
- User actions, omissions, or misuse of the Platform resulting in harm to Future Tech or others

9.9.6 Right to Verification

1. Verification Requests

Future Tech reserves the right to request additional information or documentation from users to verify compliance with these representations and warranties. Failure to provide such information or documentation may result in suspension or termination of Platform access.

2. No Liability for Verification Outcomes

Future Tech disclaims all liability for any delays, restrictions, or adverse outcomes resulting from its verification processes.

9.10 User Disclaimers and Assumption of Risk

9.10.1 Assumption of Risk in Decentralized Finance (DeFi)

1. Inherent Risks of DeFi

Users acknowledge and accept that participating in DeFi carries significant risks, including:

- High market volatility and unpredictability
- Loss of funds due to protocol vulnerabilities or technical failures
- Adverse consequences of leverage, margin trading, or high-risk strategies

2. Reliance on Third-Party Protocols

Users understand that the Platform facilitates interactions with third-party protocols and services. Future Tech does not control or guarantee the reliability, security, or functionality of such third-party protocols.

9.10.2 Counterparty Risks

Users acknowledge that public strategies shared by other users may involve risks, including errors or misconfigurations. Future Tech does not review or endorse public strategies; users accept full responsibility for their selection and use.

9.10.3 No Risk Mitigation Guarantee

While the Platform provides tools to simulate, optimize, and execute strategies, these tools do not eliminate the inherent risks of DeFi. Users bear all risks associated with relying on these tools.

9.11 Third-Party Integrations and Services

9.11.1 Third-Party Responsibility

1. No Control Over Third-Party Services

Future Tech facilitates interactions with third-party protocols and services (e.g., SAFE Wallet, Zodiac, DeFi protocols) but does not own, operate, or control them.

2. No Warranties or Guarantees

Future Tech disclaims all warranties and liability for:

- Malfunctions, vulnerabilities, or changes in third-party services
- Any adverse outcomes resulting from user interactions with third-party services

9.11.2 User Responsibilities for Integrations

1. **Review and Understanding**

Users are solely responsible for reviewing and understanding the terms, conditions, and functionality of third-party services before using them.

2. **Permissions and Authorizations**

Users accept full responsibility for granting permissions to third-party services through the Platform and acknowledge that such permissions are outside Future Tech's control.

9.12 Jurisdictional Compliance

9.12.1 User Compliance with Local Laws

Users are solely responsible for ensuring that their use of the Platform complies with all applicable laws, regulations, and rules in their jurisdiction, including those related to cryptocurrency and financial transactions. Future Tech does not guarantee compliance in any jurisdiction.

9.12.2 Prohibited Jurisdictions

Users in jurisdictions where cryptocurrency activities are restricted or prohibited are not authorized to access or use the Platform. Future Tech reserves the right to deny access accordingly.

9.13 Tax Obligations

9.13.1 User Responsibility for Taxes

Users are solely responsible for determining and fulfilling their tax obligations related to Platform activities, including reporting income, gains, or losses from cryptocurrency transactions. Future Tech does not provide tax advice.

9.13.2 No Withholding Obligations

Future Tech does not withhold taxes on behalf of users. Any tax liabilities arising from Platform use are the user's sole responsibility.

9.14 Termination of Third-Party Services

9.14.1 Impact of Third-Party Service Changes

Users acknowledge that availability and functionality of third-party services may change (e.g., termination by providers, updates affecting integration). Future Tech disclaims liability for any losses arising from such changes or interruptions.

9.14.2 User Responsibility for Adjustments

Users must monitor changes to third-party services and adjust their strategies or permissions accordingly to avoid disruptions.

9.15 Beta and Experimental Features

9.15.1 Experimental Use

Some Platform releases or features may be offered as beta or experimental tools, provided on an “as-is” basis. Such features may be incomplete, unstable, or subject to change.

9.15.2 No Guarantees

Future Tech makes no guarantees about the performance, accuracy, or availability of beta or experimental features and disclaims liability for outcomes resulting from their use.

9.15.3 User Acknowledgment

By accessing beta or experimental features, users accept all associated risks and understand that these features may not function as intended.

By continuing to use the Platform, users expressly acknowledge and accept all provisions in this Section 9 and all other sections of the Terms and Conditions, thereby releasing Future Tech from liability to the maximum extent permitted by law.

Section 10: Amendments to the Terms and Conditions

11.1 Right to Amend

- **Future Tech’s Discretion:**

Future Tech reserves the right to amend, modify, or update these Terms and Conditions at any time and at its sole discretion. Amendments may include changes to Platform functionality, fee structures, user responsibilities, or other provisions necessary to ensure compliance, operational efficiency, or user protection.

- **Notice of Changes:**

Future Tech will provide notice of any material changes to these Terms and Conditions by publishing the updated version on the Platform.

11.2 User Responsibility to Review

- **Regular Review:**

Users are responsible for regularly reviewing the Terms and Conditions to stay informed of any amendments. The most current version of the Terms and Conditions will always be available on the Platform.

- **Binding Nature of Amendments:**

By continuing to access or use the Platform after any amendments take effect, users acknowledge and agree to be bound by the updated Terms and Conditions.

11.3 Effective Date of Amendments

- **Immediate or Specified Effective Date:**

Unless otherwise specified, amendments to these Terms and Conditions become effective immediately upon publication. Users agree that Future Tech is not required to obtain prior consent from users for amendments.

- **Material Changes:**

In the event of significant changes that materially impact users’ rights or obligations, Future Tech may, at its sole discretion, provide additional notice and a grace period before the changes take effect.

11.4 User Acknowledgment and Acceptance

- **Deemed Acceptance:**

Users acknowledge and agree that their continued use of the Platform after the publication of amendments constitutes acceptance of the revised Terms and Conditions.

- **No Retrospective Claims:**

Users waive any right to dispute amendments or claim damages resulting from changes made to these Terms and Conditions, provided such changes comply with applicable laws.

11.5 Discontinuation of Use

- **Option to Terminate Use:**

If a user does not agree to the amended Terms and Conditions, their sole remedy is to discontinue use of the Platform and associated services.

- **No Refund for Prepaid Services:**

Users who choose to discontinue use of the Platform due to amendments are not entitled to refunds for prepaid services, including Gas Service fees, or other charges already incurred.

11.6 Indemnification for Non-Compliance

Users agree to indemnify, defend, and hold harmless Future Tech, its affiliates, directors, officers, and employees from any claims, damages, or liabilities arising from:

- User failure to review or comply with the amended Terms and Conditions.
- Continued use of the Platform in violation of updated provisions.

Section 12: Miscellaneous Provisions

12.1 Entire Agreement

- **Comprehensive Terms:**

These Terms and Conditions, together with any additional policies, disclaimers, or agreements referenced herein, constitute the entire agreement between the user and Future Tech regarding the use of the Platform. They supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

- **No Reliance:**

Users acknowledge that they have not relied on any representations, statements, or assurances not expressly set out in these Terms and Conditions.

12.2 Severability

- **Enforceability of Provisions:**

If any provision of these Terms and Conditions is determined to be unlawful, invalid, or

unenforceable under applicable law, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

- **Best Efforts Replacement:**

Future Tech may, at its discretion, replace any invalid or unenforceable provision with a valid provision that achieves, to the greatest extent possible, the original intent of the severed provision.

12.3 No Waiver

- **Preservation of Rights:**

Failure by Future Tech to enforce any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

- **Cumulative Remedies:**

Future Tech's rights and remedies under these Terms and Conditions are cumulative and do not exclude any other rights or remedies provided by law.

12.4 Assignment

- **Transfer of Rights:**

Future Tech may assign or transfer its rights and obligations under these Terms and Conditions without prior notice or consent from users. Such assignment shall not affect the user's rights or obligations under these Terms and Conditions.

- **User Restriction:**

Users may not assign or transfer their rights or obligations under these Terms and Conditions without Future Tech's prior written consent. Any unauthorized assignment shall be null and void.

12.5 Third-Party Beneficiaries

- **No Beneficiary Rights:**

These Terms and Conditions do not create any rights or benefits for third parties unless explicitly stated.

12.6 Force Majeure

- **Exemption for Unforeseen Events:**

Future Tech shall not be held liable for delays or failures in performance caused by

circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, cyberattacks, governmental actions, or other force majeure events.

12.7 Headings and Interpretation

- **Non-Binding Headings:**

Headings used in these Terms and Conditions are for reference only and shall not affect the meaning or interpretation of any provision.

- **Fair Interpretation:**

These Terms and Conditions shall be construed fairly and not strictly against either party, regardless of which party drafted the provisions.

12.8 Survival of Provisions

- **Continuing Obligations:**

Any provisions of these Terms and Conditions that, by their nature, should survive termination or expiration shall remain in effect, including but not limited to provisions regarding liability, indemnification, governing law, and dispute resolution.

12.9 Contact Information

- **Communication with Future Tech:**

For questions, concerns, or disputes regarding these Terms and Conditions, users may contact Future Tech via the communication methods specified on the Platform as well as by sending an email to the following inbox: inquiries@almanak.co

Section 13: Termination and Suspension of Services

13.1 Termination by Users

- **Voluntary Termination:**

Users may terminate their use of the Future Tech Platform at any time by ceasing access and discontinuing interactions with the Platform.

- **No Refund for Prepaid Services:**

Termination of Platform use by the user does not entitle the user to a refund for any prepaid services, including but not limited to Gas Service fees or other charges already incurred.

13.2 Termination or Suspension by Future Tech

- **Right to Suspend or Terminate:**

Future Tech reserves the right to suspend or terminate a user's access to the Platform, in whole or in part, at its sole discretion and without prior notice if:

- The user violates these Terms and Conditions or applicable laws.
- The user engages in prohibited activities or misuse of the Platform.
- Future Tech determines that continued access poses a risk to the Platform, other users, or its operations.

- **Notice of Termination:**

When practicable, Future Tech will provide notice of termination or suspension, but reserves the right to act immediately in cases of urgent or severe violations.

13.3 Effect of Termination

- **Immediate Revocation of Access:**

Upon termination, users will lose all rights to access the Platform and any associated services. Future Tech is not obligated to preserve or recover user data, configurations, or strategies following termination.

- **Ongoing Obligations:**

Termination does not absolve users of their obligations under these Terms and Conditions, including but not limited to:

- Payment of outstanding fees or charges.
- Indemnification and liability provisions.

13.4 Platform Modifications and Discontinuation

- **Right to Modify or Discontinue:**

Future Tech reserves the right to modify, suspend, or permanently discontinue all or any part of the Platform or its services at any time and without prior notice.

- **No Liability for Discontinuation:**

Future Tech disclaims all liability for any losses, damages, or inconveniences resulting from the modification or discontinuation of its services.

Section 14: Intellectual Property

14.1 Ownership of Platform Intellectual Property

- **Future Tech Proprietary Rights:**

The Future Tech Platform, including but not limited to its software, tools, user interface, trademarks, logos, trade names, designs, and all related intellectual property, is owned exclusively by Future Tech or its affiliates.

- **No Transfer of Ownership:**

Use of the Platform does not grant users any ownership rights or licenses, except for the limited, revocable license explicitly granted under these Terms and Conditions.

14.2 License to Use the Platform

- **Limited, Non-Exclusive License:**

Future Tech grants users a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for personal or internal business purposes, subject to compliance with these Terms and Conditions.

14.3 User Intellectual Property and Sharing

- **Ownership of User-Created Content:**

Users retain ownership of any strategies, simulations, or other content they create using the Platform. By using the Platform, users represent and warrant that their content does not infringe on the intellectual property rights of any third party.

- **Public Strategies:**

Users who share strategies publicly on the Platform grant Future Tech and other users a non-exclusive, royalty-free, perpetual license to use, copy, modify, and distribute the public strategies for personal or internal business purposes.

14.4 Platform Feedback and Contributions

- **Voluntary Feedback:**

Users may voluntarily provide feedback, suggestions, or ideas for improving the Platform. By submitting feedback, users grant Future Tech and its affiliates a non-exclusive, royalty-free, perpetual, and worldwide license to use, implement, or otherwise incorporate the feedback without restriction or compensation.

- **No Obligation to Use:**

Future Tech is under no obligation to use or implement user feedback, suggestions, or contributions.

14.5 Prohibited Actions Related to Intellectual Property

- **Unauthorized Use:**

Users are strictly prohibited from using Future Tech’s intellectual property or trademarks for commercial purposes without explicit written consent from Future Tech or its affiliates.

- **Protection of Platform Content:**

Users may not reproduce, distribute, or display Platform content publicly, except as permitted under Section 15.3 (Sharing Content on Social Media).

- **Restrictions on Use:**

Users may not:

- Copy, modify, distribute, or create derivative works of any Platform content or functionality, except as expressly permitted herein.
- Reverse engineer, decompile, or attempt to extract the source code of the Platform.
- Use the Platform for purposes not explicitly authorized under these Terms and Conditions.

- **Sharing Content on Social Media:**

Users are permitted to share screenshots, videos, or other materials showcasing their user-created content (e.g., strategies, simulations, or results) on social media or similar Platforms, provided such content:

- Does not misrepresent or harm the reputation of Future Tech.
- Does not disclose proprietary or confidential information belonging to Future Tech, its affiliates, or other users.
- Clearly attributes the shared content to the Future Tech Platform (e.g., by including the “Almanak” name, logo, or other identifiers). Users acknowledge that such sharing may indirectly benefit Future Tech including for marketing and promotional purposes.

Section 15: Data Privacy and Security

15.1 Commitment to User Privacy

- **Privacy Practices:**

Future Tech is committed to protecting user privacy and handling personal data in compliance with applicable data protection laws and regulations. The handling of personal data is governed by Future Tech's Privacy Policy, which is incorporated into these Terms and Conditions by reference.

- **User Acknowledgment:**

By using the Platform, users acknowledge that they have read, understood, and agreed to the Privacy Policy.

15.2 Data Collection and Use

- **User Data:**

Future Tech may collect certain user data, including but not limited to:

- Information necessary for Platform access and functionality (e.g., wallet addresses).
- Usage data, preferences, and interactions for improving Platform services.

- **Non-Personal Data:**

Future Tech may collect anonymized or aggregated data for analytical, operational, and marketing purposes. Such data does not identify individual users.

- **No Unauthorized Access:**

Future Tech does not access or collect private keys, recovery phrases, or any sensitive information associated with User Wallets or SAFE wallet.

15.3 Data Security

- **Platform Safeguards:**

Future Tech employs reasonable technical and organizational measures to secure user data against unauthorized access, loss, or misuse. These measures include encryption, secure server protocols, and regular security audits.

- **User Responsibilities:**

Users are solely responsible for securing their wallets, devices, and credentials. Future Tech is not liable for unauthorized access resulting from user negligence, such as:

- Loss or theft of private keys or recovery phrases.
- Use of insecure devices or connections.

15.4 Third-Party Services and Integrations

- **Third-Party Responsibility:**

The Platform may integrate with or facilitate access to third-party services. Users acknowledge that:

- Future Tech is not responsible for the privacy or security practices of third-party services.
- Users should review the terms and policies of third-party providers before using their services.

- **Data Sharing with Third Parties:**

Future Tech does not share personal data with third parties except as necessary to provide Platform functionality or as required by law.

15.5 Compliance with Legal Requirements

- **Lawful Requests:**

Future Tech may disclose user data to comply with applicable laws, regulations, or legal processes, including requests from governmental authorities or law enforcement.

- **User Notification:**

Where legally permissible, Future Tech will make reasonable efforts to notify users of any data disclosures required by legal requests.

Section 16: Points Program

16.1 Program Overview

- **Purpose:**

Future Tech may implement a points-based program ("Points Program") to reward users for specific activities and engagement on the Platform.

- **Potential Future Benefits:**

While points currently serve as a measure of user engagement within the Platform, Future Tech may, at its sole discretion, offer additional benefits or rewards to users based on their accumulated points in the future.

16.2 Earning Points

- **Eligible Activities:**

Users may earn points by participating in activities as specified by Future Tech. The criteria for earning points will be detailed on the Platform and are subject to change at Future Tech's discretion.

16.3 Modification and Termination

- **Program Changes:**

Future Tech reserves the right to modify, suspend, or terminate the Points Program, or any part thereof, at any time without prior notice. This includes altering the methods of earning, redeeming, or utilizing points.

- **Notice of Changes:**

Significant changes to the Points Program will be communicated through the Platform or other appropriate channels. Continued participation in the program constitutes acceptance of such changes.

16.4 User Responsibilities

- **Compliance:**

Users must comply with all applicable laws and these Terms and Conditions when participating in the Points Program.

- **Prohibited Conduct:**

Any fraudulent, abusive, or unauthorized activity related to the Points Program is strictly prohibited and may result in the forfeiture of accumulated points and termination of the user's account.

16.5 Limitation of Liability

- **No Guarantees:**

Future Tech makes no representations or warranties regarding the Points Program, including the continued availability or value of points.

- **Assumption of Risk:**

Users participate in the Points Program at their own risk. Future Tech shall not be liable for any losses or negative consequences arising from participation in the program, including but not limited to the loss of points or changes to the program structure.

16.6 No Implied Rights

- **No Property Interest:**

Accumulation of points does not entitle users to any vested rights, and Future Tech does not guarantee the continued availability of any reward, redemption level, or benefit.

16.7 Governing Terms

- **Program-Specific Terms:**

Additional terms and conditions specific to the Points Program may be provided on the Platform. In the event of a conflict between such terms and these Terms and Conditions, the program-specific terms shall prevail.

Section 17: Governing Law and Dispute Resolution

17.1 Governing Law

- **Jurisdiction:**

These Terms and Conditions and any disputes arising from or related to the use of the Future Tech Platform shall be governed by and construed in accordance with the laws of the United Arab Emirates (UAE) and the regulations of the Dubai Multi Commodities Centre (DMCC).

- **Exclusion of Conflict Laws:**

The application of any conflict of laws principles that would require or permit the application of laws of any jurisdiction other than the UAE is expressly excluded.

17.2 Dispute Resolution Mechanism

- **Initial Resolution Efforts:**

Users agree to first attempt to resolve any disputes or claims with Future Tech amicably by providing written notice sent to the Future Tech Labs FZCO email address at inquiries@almanak.co, detailing the nature of the dispute and allowing Future Tech a reasonable opportunity to address the issue.

- **Arbitration:**

If a dispute cannot be resolved amicably within thirty (30) days of receipt of the written

notice via a letter, it shall be referred to and finally resolved by arbitration. The arbitration proceedings shall be conducted under the rules and procedures of the Dubai International Financial Centre (DIFC) Arbitration Institute, and the DIFC Courts shall have exclusive jurisdiction to supervise and enforce the arbitration process:

- The arbitration shall be conducted in English.
 - The seat of arbitration shall be Dubai, UAE, DIFC.
 - The arbitrator's decision shall be final and binding on all parties.
- **Waiver of Court Proceedings:**

Users expressly waive their right to initiate or participate in any court proceedings, except as required to enforce or confirm the arbitration award.

17.3 Acknowledgments and Waivers

- **Agreement to Arbitration:**

By using the Platform, users agree to resolve disputes exclusively through arbitration as outlined in this section and waive their right to a trial by jury or to participate in a class action.