Terms and Conditions:

Section 0: Overview

The Almanak platform, operated by Algo Theory INC (Further "Algo Theory INC"), 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 Algo Theory INC.

0.1 **Key Terminology**

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

• "**AI agent EOA 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.

• "**Creator**": - means the natural person or legal entity that establishes a Vault through the Platform and who shall be the sole party entitled to (i) administrate access to the Vault, (ii) approve permissions related to the Vault, (III) manage all Transactions therein, and (iii) exercise control over the Vault. The Creator's User Wallet may propose adding or removing additional signers with various roles such as administrator or custodian, at its sole discretion.

• "**Algo Theory INC Platform**" or the "**Almanak Platform**" the "**Platform**": Refers to the suite of non-custodial tools and AI services provided by Algo Theory INC via the website of **www.almanak.co**

• "**Algo Theory INC**": Refers to Algo Theory INC, registered in the Mercantile Section of the Public Registry of Panama under electronic Folio N° 155769327, with its address at Panama, district of Panama, Betania, Vía Ricardo J. Alfaro, PH The Century Tower, office three hundred seventeen (317).

• "**Fee for Autonomous Execution**" - Refers to the non-refundable charge payable by a User to Algo Theory Inc as consideration for the service that enables the autonomous execution of a User's defined strategy by an AI Agent EOA wallet.

• "**Liquidity Provider (LP)**" – means the users of the Platform who make contributions (deposits) into the Vaults they do not control.

• "**SAFE Wallet**": A digital wallet created by and owned by the user via a third-party integration (SAFE).

• "**Services**": The tools, functionalities, and software support provided by Algo Theory INC via the Platform.

• "**Signers**": (each, a **"Signer"**) means any natural person, legal person, or automated agent that possesses or controls a cryptographic private key, smart-contract permission, multi-signature shard, or other credential that is *required to authorise, co-authorise, or broadcast* a transaction from:

(a) a **User Wallet**, including any SAFE, Vault, or AI-Agent EOA; or

(b) any smart-contract that a User's Strategy calls or interacts with.

• "**Simulator**": A Platform feature allowing users to model and test strategies using advanced simulations.

• "**Strategy**": User-defined or user-adapted sequences of financial actions designed to automate users trading, risk management, or other DeFi-related operations.

• "**Strategist**" or the "**Curator**" a user who (i) originates, adapts, or deploys a Strategy on the Platform, and/or (ii) makes such Strategy available for execution by themselves or other Users (including through Wallets, Vaults, or similar mechanisms). A Strategist acts solely in their own name and capacity, is not an employee, agent, representative, or affiliate of Algo Theory INC , and assumes full responsibility for all permissions, parameters, fees, and outcomes associated with the Strategy.

- "**Third-Party Vault Code**" – open-source smart-contract code incorporated into the Vault feature under an MIT licence (see Clause 3.3.3).

- "**User Wallet**": A digital cryptocurrency wallet not offered by Algo Theory INC , 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.

- "**Vault Multisig**" – the on-chain multi-signature wallet that governs the Vault assets and whitelists transactions. The Creator's user Wallet is the default signer and may propose adding or removing additional signers with various roles at its sole discretion.

- "**Vault Strategist**" or "**The Vault Curator**" – the User (or group of Users) that authors and updates the Strategy connected to a Vault.

- "**Vault**" – a non-custodial smart-contract pool that aggregates digital assets owned by one or more Users, governed by a Vault Multisig and operated in accordance with a User-defined Strategy. Vault smart-contracts are implemented using open-source code released under the MIT licence by an independent third-party developer community, and have been modified and integrated by Algo Theory INC solely to facilitate User-initiated Vault creation.

0.2 Non-Custodial Nature of the Platform

Algo Theory INC operates <u>only as a technological software provider</u> 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, SAFE Wallet and Vaults. Algo Theory INC 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**:
  Algo Theory INC provides the technical infrastructure to facilitate specific functionalities, such as the operation of the AI agent EOA wallet, which executes user-defined strategies autonomously. All permissions for the AI agent EOA wallet are granted exclusively by the user

through their User Wallet, <u>and Algo Theory INC has no influence over these actions.</u>

- **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. Algo Theory INC does not validate or monitor user-defined configurations, permissions, or transactions.

0.3 Agreement and Acceptance

By accessing or using the Algo Theory INC 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.
- Algo Theory INC 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 Algo Theory INC 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. Algo Theory INC is not a financial advisor, asset manager, or fiduciary entity and does not assume any responsibility for the outcomes of user-defined strategies.

Algo Theory INC is **not** (i) a virtual-asset exchange, (ii) a custodian, (iii) an investment manager or advisor, (iv) a virtual-asset broker dealer, (v) a lending and borrowing provider, and (vi) a transfer and settlement virtual assets provider. Users expressly acknowledge and agree that Algo Theory INC provides its Platform solely as a Software-as-a-Service offering and does not monitor, control or direct any activities undertaken by Users thereon; each User alone is responsible for determining whether any activity conducted via the Platform requires registration, license, authorization, filing, notice or approval under applicable laws or regulations in any jurisdiction in which it occurs, and for obtaining and maintaining all such permissions at its own expense; any regulated activity (if any) performed through the Platform is undertaken entirely at the Creator and Strategist's risk and responsibility, and Algo Theory INC (together with its affiliates, officers, directors, employees, agents and licensors) disclaims all liability for any loss, damage, claim or injury (including direct, indirect,

special, incidental, consequential, punitive or exemplary damages) arising out of or relating to Users' access to or use of (or inability to access or use) the Platform, any user-generated content, data or instructions, any unauthorized access to or alteration of user data, any reliance placed on the completeness, accuracy or existence of any content on the Platform, force majeure events, system failures, errors, omissions or interruptions; the Platform is provided "AS IS" and "AS AVAILABLE," without warranty of any kind: express, implied, statutory or otherwise, including without limitation any warranties of merchantability, fitness for a particular purpose, non-infringement, data accuracy or system uptime, and Users agree to defend, indemnify and hold harmless Algo Theory INC and its affiliates from and against any and all claims, liabilities, damages, losses or expenses (including reasonable attorneys' fees) arising out of or related to their use of the Platform, any breach of these terms, any violation of law or regulation, or any infringement of any third-party rights; in no event shall Algo Theory INC ' aggregate liability exceeds the total subscription fees paid by the User for the twelve-month period preceding the event giving rise to liability; and if any provision hereof is deemed invalid, illegal or unenforceable, it shall be severed and the remainder shall remain in full force and effect.

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. Algo Theory INC does not make any representation or guarantee that its services are lawful or appropriate outside Panama.

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 Algo Theory INC from any liability arising from their use of the Platform, including direct, indirect, or consequential losses.
- Agree to indemnify, defend, and hold harmless Algo Theory INC, 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. Algo Theory INC 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 Algo Theory INC 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 Algo Theory INC.

- **Intellectual Property Rights**:

  - For **Private Strategies**, all intellectual property rights remain with the user who created the strategy, and Algo Theory INC 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. Algo Theory INC 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 Algo Theory INC.
  - Algo Theory INC 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 Algo Theory INC 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**:

  Algo Theory INC 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 EOA 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 EOA wallet.

- **User-Authorised Signing Only:** The AI Agent EOA will broadcast transactions only when triggered by the Strategy parameters and whitelisted destinations the User has predefined on-chain.

- **AI agent EOA wallet Autonomy**:

  The AI agent EOA wallet operates autonomously to execute user-defined strategies.

- **Fee for Autonomous Execution** :

  Users who wish for their AI agent EOA wallet to execute strategies autonomously must pay the **Autonomous Execution Service Fee** provided by Algo Theory INC. The service fee is paid through the User Wallet.

- **Risk and Liability Waiver**:

  Users accept all risks associated with granting permissions, authorizing transactions, and utilizing the Autonomous Execution Fee. Algo Theory INC 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.

- **Third-Party Integrations and 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**:

  Algo Theory INC 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.

Section 3: SAFE Wallet, AI agent EOA wallet functionality, and the Vaults creation framework

3.1 **SAFE Wallet Creation and Use**

- **Facilitation of SAFE Wallet Creation**:

  The Algo Theory INC Platform enables users to interact with third-party services, including <u>SAFE Wallet</u>, for enhanced security and execution of user-defined strategies. Through the Platform, users may initiate the creation of their own SAFE Wallet by broadcasting a specific call to the SAFE protocol. Algo Theory INC 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, <u>remain entirely under the custody and control of the user.</u> 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 EOA wallet **Execution**

- **Facilitation of AI agent EOA wallet Use**:

  The Platform provides users with a tool to customise and deploy an AI agent EOA wallet that operates autonomously to execute user-defined strategies. The AI agent EOA wallet executes

transactions based strictly on the permissions granted by the user via their User Wallet and remains under user's control.

- **Fee for Autonomous Execution** :
  To enable the AI agent EOA wallet to execute transactions permitted by the user, users **must** pay a service fee to Algo Theory Inc. Algo Theory Inc does not retain control over how these transactions are configured, approved, or managed and all of those actions are under control of the user.

3.3. **Vault Infrastructure**

3.3.0 Platform Role as Technology Provider:

Users expressly acknowledge and agree that in providing the functionality for the creation and management of Vaults, Algo Theory INC acts solely as a provider of technology and software tools. The Platform is a decentralized venue that facilitates peer-to-peer interactions between Creators, Strategists, and Liquidity Providers. Algo Theory INC does not recommend any specific Vault, Strategy, or User's actions. It does not participate in any profits or losses generated within Vaults and has no role in the management of Vault assets. All decisions to create, manage, or deposit assets into a Vault are made solely by the Users at their own risk.

3.3.1 Creation and Custody

1. **User-Initiated Deployment** – A Vault is created only when a Creator signs the deployment transaction via their user wallet. Algo Theory INC neither initiates nor counter-signs this transaction.

2. **Ongoing Control** – After deployment, the Vault Multisig is wholly controlled by the Creator. Algo Theory INC never has, and cannot obtain, signing authority or private-key access to the Vault.

3. **Signer Management** – The Creator may add, remove or replace co-signers (e.g., additional team members, third-party administrators) at their own risk. Algo

Theory INC makes no representations regarding the trustworthiness of any signer.

4. **No Custodial Role** – <u>At no stage</u> does Algo Theory INC act as custodian, asset manager, trustee, or fiduciary with respect to any Vault or its assets.

3.3.2 Open-Source Foundations (MIT Licence)

The Vault contracts incorporate Third-Party Vault Code published under the MIT licence. Algo Theory INC relies on this code **"as-is"** and disclaims all warranties in accordance with Section 9.7 and the MIT terms. Responsibility for the original design, audit, and maintenance of the Third-Party Vault Code rests solely with its open-source authors and community.

3.3.3 Strategy Execution via Permissioned AI Agents EOAs

1. **Optional Connection** – A Creator may connect the Vault to an AI Agent EOAs for automated Strategy execution. The AI Agent EOAs receive only the granular permissions explicitly granted through the Vault Multisig (e.g., function-level, parameter-bound).

2. **Execution Fees** – Vault transactions executed by the AI Agent EOAs consume fees in the manner set out in section 4.

3. **Liability** – Algo Theory INC is not liable for (i) Strategy logic, (ii) AI Agent EOA misconfiguration, (iii) failed or reverted transactions, or (iv) any financial losses arising from Vault operations. All global waivers and indemnities in Section 9 apply.

3.3.5 Liquidity Provision by Third-Party Users

1. **Voluntary Participation** – Any User may deposit assets into a Vault at their own discretion and risk, thereby becoming an LP.

2. **No Advisory Services** – Vault-related metrics (e.g., APY, TVL, performance charts) are auto-generated and unaudited. They are provided solely for informational purposes and do **not** constitute investment advice or performance guarantees.

3. **Due Diligence** – LPs must conduct independent due-diligence on (i) the Vault Strategist, (ii) the Vault's permissions granted to EOAs, (iii) the Vault Multisig signer set, and (iv) the vault fee structure, before depositing. By depositing, LPs expressly acknowledge and assume all risks inherent in such deposits and, to the fullest extent permitted by applicable law, hereby irrevocably waive, release, indemnify and hold harmless Algo Theory INC, its affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all claims, liabilities, losses, damages, costs or expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to their participation in the Vaults. This release and indemnification shall survive the termination of any Liquidity Provider's participation in the Platform.

3.3.6 Performance & Management Fees

Strategists may configure performance or management fees payable from the Vault; any new fee or change to an existing fee must first be approved by the Vault's Creator(s) via the Vault's underlying third-party smart-contract logic (an MIT-licensed vault framework). Algo Theory INC (i) neither sets, receives, nor shares in such fees, (ii) merely provides the on-chain interface that exposes this third-party code to calculate and distribute fees, and (iii) bears no responsibility for the fee-approval workflow, fee levels, accuracy, disclosure, or subsequent amendments.

3.3.7 Risk Acknowledgements and Waivers

All Vault Creators, signers, Strategists, and LPs expressly:

- accept the technical, market, and smart-contract risks inherent in Vault use;

- confirm they have read Section 9 (Global Waivers and Indemnifications) and agree that its provisions fully apply to Vault activities; and

- waive, to the fullest extent permitted by applicable law, any claims against Algo Theory INC arising from Vault creation, operation, deposits, withdrawals, performance, or security vulnerabilities.

3.3.8 Indemnification

Without limiting Section 9.7, users agree to indemnify and hold harmless Algo Theory INC from any claim, loss, or liability (including legal fees) arising out of or related to:

- Vault deployment, signer changes, or parameter mis-configuration;

- Strategy code errors, exploits, or under-performance;

- disputes among Signers, Strategists, or LPs; or

- regulatory or tax obligations triggered by Vault activities.

Section 4: Payments and Fees

4.1 General Payment Obligations

- Payment Responsibility:
  Users are solely responsible for all fees associated with using the Platform's services. All fees are due at the time a service is purchased or subscribed to.

- Currency of Payments:
  Fees for services provided directly by Algo Theory Inc may be paid in cryptocurrencies supported by the Platform or, where offered, in fiat currency through a designated third-party payment processor. All fees are non-refundable. Payments related to services offered by integrated third-party tools are subject to the terms of the respective third-party provider.

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

4.2 Fee for Autonomous Strategy Execution

- To enable the autonomous execution of strategies by an AI Agent EOA, users must pay a non-refundable **Autonomous Execution Service Fee** to Algo Theory Inc. This fee is the consideration for the service that provides for the automated administration and execution of the user's defined strategy on the blockchain.

- **Scope of Service:** The Autonomous Execution Service Fee covers all operational costs incurred by Algo Theory Inc in providing the execution service, including, but not limited to, the network gas fees required for the AI Agent EOA to broadcast and execute transactions.

- **Fee Calculation:** The applicable service fee will be specified at the time of purchase. Fees may be structured as a one-time payment for a set number of transactions, as a recurring subscription, or on another basis as determined by Algo Theory Inc.

- **No Balances or Refunds:** For the avoidance of doubt, payments for the Autonomous Execution Service Fee are final and non-refundable upon receipt. These payments **are not** a "prepaid balance" and the user retains no proprietary or trust interest in the funds once paid. Algo Theory Inc is not acting as an escrow agent or remitter. The fee is earned by Algo Theory Inc in its entirety as payment for providing access to its proprietary autonomous execution service.

4.2 Fee Adjustments

- Discretion to Adjust Fees:
  Algo Theory INC reserves the right to adjust fees for the Autonomous Execution Fee 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 an Autonomous Execution Fee adjustment or any other fee 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 Algo Theory INC 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 <u>informational and educational purposes only</u> 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. Algo Theory INC 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 Algo Theory INC 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 Algo Theory Inc is a software provider and the Almanak platform is designed solely to provide tools for simulation, strategy design, and personal economic workflow 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 Algo Theory INC, as it is the user's sole responsibility to set all strategies, simulation and scenario parameters. Algo Theory INC only provides customisable software tools for users and does not perform any other action.

- **No Recommendations**:

  Algo Theory INC 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**:

  Algo Theory INC 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 Algo Theory INC.

- **No Reasonable Reliance**.

- (a) **Independent Assessment.** All information, analytics, simulators, dashboards, chat responses, marketing materials, or any other content made available through the Algo Theory INC Platform (collectively, "Platform Information") are provided solely as general, non-personalised, illustrative, and **experimental software output**. Each User represents, warrants, and agrees that it has performed, and will continue to perform, its own independent legal, regulatory, tax, technical, and commercial assessment of any Strategy, Vault, SAFE, smart-contract code, or other digital-asset activity carried out through or in connection with the Platform.

- (b) **No Advice; No Fiduciary Duty.** Users acknowledge that neither Algo Theory INC, its affiliates, nor any of their directors, officers, employees, or service providers (together, the "**Algo Theory Parties**") act as investment advisers, brokers, agents, custodians, or fiduciaries for, or on behalf of, any User. Users expressly disclaim any right to rely on the Algo Theory Parties for (i) suitability determinations, (ii) due-diligence or monitoring of third-party protocols, or (iii) ongoing Strategy or Vault performance oversight.

- (c) **Entire Agreement & Exclusive Remedies.** Users further acknowledge that they have **not** relied upon, and may not rely upon, any Platform Information, written or oral statements, or future communications—other than the express representations and limited warranties set out in these Terms and Conditions—as a basis for any claim, demand, cause of action, or

remedy against any Algo Theory party. Any reliance placed on Platform Information is **unreasonable** and entirely at the User's own risk.

Section 8: Prohibited Activities

8.1 **Prohibited Uses of the Platform**

To maintain the integrity, security, and compliance of the Algo Theory INC 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 Algo Theory INC.

- **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.

- **Compliance with AML/CTF Regulations:** Using the Platform in a manner that violates any applicable anti-money laundering or counter-terrorism financing laws and regulations, including those of the Republic of Panama.

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**:

  Algo Theory INC 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 Algo Theory INC 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, Algo Theory INC may, at its sole discretion, take any or all of the following actions:

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

  - Algo Theory INC monitors transactions only to the extent necessary to comply with applicable anti-money laundering regulations.

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 Algo Theory INC Platform, users expressly agree to the following terms, responsibilities, waivers, indemnifications, and limitations of liability, protecting Algo Theory INC 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. Algo Theory INC 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.

To ensure compliance with international sanctions regimes, Algo Theory INC actively prohibits access to the Platform from jurisdictions designated as high-risk or subject to comprehensive sanctions

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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. Algo Theory INC 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 EOA wallet. Algo Theory INC does not monitor, alter, or validate these permissions.

3. **Transaction Execution Risks**
   All transactions executed by the AI agent EOA wallet are based on user-defined permissions and user-defined and approved strategies. Algo Theory INC 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:

   o   Smart contract vulnerabilities.

   o   Network congestion or delays.

   o   Protocol malfunctions or updates.

   o   Incompatibilities between platforms, wallets, or protocols.

9.4 User Responsibility for Execution

1. **Full Accountability**

   Users are solely responsible for:

   o   Selecting, configuring and executing strategies on the Platform.

   o   Execution of transactions.

   o   Monitoring the performance and safety of their strategies.

   o   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:

   o   Are aware of and accept the risks associated with DeFi, blockchain networks, and autonomous financial agents.

   o   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 or participation in any Vaults) 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 Algo Theory INC 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 Algo Theory INC, 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, Lagoon Finance) 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 Algo Theory INC, 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 the Fee for Autonomous Execution 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 Autonomous Execution Fee.

- Errors, omissions, or failures in SAFE Wallet or AI agent EOA 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. Algo Theory INC 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 Algo Theory INC, 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 Algo Theory INC for any losses or damages incurred.

9.7.6 Liability Waiver for Platform Use

Users acknowledge and agree that:

- Algo Theory INC 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

- Algo Theory INC 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

Algo Theory INC 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.

- Third Party Vault Code.

9.7.8 No Refunds or Compensation

Users waive the right to:

- Seek refunds for the Fee for Autonomous Execution Service or other 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)

Algo Theory INC 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

Algo Theory INC 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:

- Algo Theory INC 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.

- Algo Theory INC 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 Algo Theory Inc.

- Acknowledge that interacting with third-party services carries risks and that Algo Theory Inc 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

- Algo Theory INC 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"

Algo Theory INC 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.

- Nothing in these Terms and Conditions shall be construed as excluding or limiting any mandatory consumer rights you may have under the laws of the Republic of Panama.

9.8.2 Exclusion of Liability

1. **Direct and Indirect Losses**
   To the fullest extent permitted by applicable law, Algo Theory INC shall not be liable for direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to:

   o Financial losses or lost profits resulting from Platform use or reliance on its tools

   o Loss of data, reputation, business opportunities, or anticipated savings

o   Adverse outcomes arising from user-defined strategies, transactions, or third party integrations

2. **External Factors**

Algo Theory INC disclaims liability for losses, damages, or adverse outcomes caused by factors beyond its control, including:

o   Blockchain network issues (e.g., congestion, delays, or failures)

o   Third-party service malfunctions, vulnerabilities, or unauthorized access

o   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 Algo Theory INC 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:

o   Strategy creation, execution, and optimization

o   Permissions granted to autonomous agents or integrated services

o   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

Algo Theory INC 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 Algo Theory INC 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 Algo Theory INC 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 Algo Theory INC, 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:

   o   The configuration, execution, and outcomes of their strategies

   o   Permissions granted to autonomous agents or third-party services through the Platform

   o   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 Algo Theory INC arising from:

   o   Breaches of user representations or warranties

   o   Consequences of their own actions, omissions, or configurations

9.9.5 Indemnification

Users agree to indemnify, defend, and hold harmless Algo Theory INC, 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 Algo Theory INC or third parties

- User actions, omissions, or misuse of the Platform resulting in harm to Algo Theory INC or others

9.9.6 Right to Verification

1. **Verification Requests**

   Algo Theory INC 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**

   Algo Theory INC 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:

   o   High market volatility and unpredictability

   o   Loss of funds due to protocol vulnerabilities or technical failures

   o   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. Algo Theory INC 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. Algo Theory INC 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**

   Algo Theory INC 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**

   Algo Theory INC disclaims all warranties and liability for:

   o   Malfunctions, vulnerabilities, or changes in third-party services

   o   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 Algo Theory INC'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. Algo Theory INC 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. Algo Theory INC 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. Algo Theory INC does not provide tax advice.

9.13.2 No Withholding Obligations

Algo Theory INC 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). Algo Theory INC 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

Algo Theory INC 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 Algo Theory INC from liability to the maximum extent permitted by law.

9.16. Without limitation, each Liquidity Provider and Strategist shall be bound by the warranties, waivers, and indemnities set out below:

Liquidity Providers ("LPs"):

Risk Acceptance	LP acknowledges that providing liquidity to any Vault, SAFE or Strategy is speculative and may result in total loss of capital, impermanent loss, smart-contract exploits, market volatility or de-pegging events.
No Debt, No Guarantee	LP understands that deposits constitute an **equity-like, loss-absorbing exposure** to the relevant Vault and do **not** create a debtor–creditor relationship with Algo Theory INC or the Vault Creators.
Fee & Parameter Consent	LP irrevocably accepts any performance, management or exit fees, and any subsequent changes thereto, that are approved on-chain by the Vault Creators through the third party governance logic.
Indemnity	LP shall indemnify and hold harmless all Algo Theory INC Parties from any claim arising out of LP's deposit, withdrawal, tax, or regulatory obligations.

Strategists / Curators:

Originality & IP Warranty	Strategist warrants that all code, prompts and parameters it deploys are original to it or validly licensed, and do not infringe third-party intellectual-property or regulatory rights.
Regulatory Compliance Warranty	Strategist warrants that each deployed Strategy and any associated Vault complies with all applicable laws in Strategist's and targeted users' jurisdictions, including sanctions and AML rules. The LPs acknowledge and declare that any regulatory obligation rests solely with the Strategists, and that no liability of any kind may be attributed to Algo Theory INC .
Fee-Change Governance	Strategist covenants that any introduction or modification of performance or management fees must be (i) executed exclusively through the Lagoon-Finance contract logic and (ii) on-chain approved by the relevant Vault Creators or multisig, failing which the change is void.
Indemnity	Strategist shall indemnify and hold harmless all Algo Theory Parties from any loss, liability, claim or demand (including reasonable legal fees) arising out of (a) code vulnerabilities, (b) misrepresentations, (c) IP infringement, or (d) regulatory non-compliance linked to the Strategy or Vault.

| No Algo Theory parties Reliance | Strategist expressly disclaims any reliance on Algo Theory INC Parties for auditing, optimisation, economic viability, or continuous monitoring of the Strategy or Vault. |

Section 10: Platform & Network Integrity

10.1 **Right to Modify and Interrupt:** Algo Theory INC reserves the right to modify, suspend, or interrupt the Platform or its services at any time, without prior notice, to perform scheduled maintenance, security updates, system upgrades, or for any other operational reason deemed necessary to maintain the integrity and security of the Platform.

10.2 **No Guarantee of Uninterrupted Service:** The User acknowledges that the Platform is provided on an **"as-is" and "as-available" basis**. While Algo Theory INC will endeavor to provide a stable and reliable service, it does not warrant or guarantee any specific level of uptime or that access to the Platform will be continuous or uninterrupted.

10.3 **Scheduled Maintenance:** Where practicable, Algo Theory INC may provide advance notice of scheduled maintenance that is expected to result in significant downtime. However, no such notice is guaranteed, particularly in cases of urgent security concerns or circumstances beyond our reasonable control.

10.4 **Reliance on Underlying Networks -** The User acknowledges and agrees that the Services are critically dependent on the integrity and proper functioning of underlying, third-party blockchain networks (e.g., Ethereum, etc.). Algo Theory INC does not own, control, or operate these networks. All waivers and limitations of liability regarding third-party services, as detailed in Section 9, apply to the underlying blockchain networks.

Section 11: Amendments to the Terms and Conditions

11.1 **Right to Amend**

- **Algo Theory INC's Discretion**:

Algo Theory INC 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**:

Algo Theory INC 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 Algo Theory INC 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, Algo Theory INC 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 of Services**:

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

11.6 Indemnification for Non-Compliance

Users agree to indemnify, defend, and hold harmless Algo Theory INC, 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 Algo Theory INC 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**:

Algo Theory INC 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 Algo Theory INC to enforce any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

- **Cumulative Remedies**:

Algo Theory INC'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**:

Algo Theory INC 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 Algo Theory INC'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**:

Algo Theory INC 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 Algo Theory INC**:

  For questions, concerns, or disputes regarding these Terms and Conditions, users may contact Algo Theory INC via the communication methods specified on the Platform as well as by sending an email to the following inbox: **inquiries@algotheory.xyz**

Section 13: Termination and Suspension of Services

13.1 Termination by Users

- Voluntary Termination:

  Users may terminate their use of the Algo Theory INC Platform at any time by ceasing access and discontinuing interactions with the Platform.

- No Refund for Services:

  Termination of Platform use by the user does not entitle the user to a refund for any services including but not limited to Fee for Autonomous Execution or other charges already incurred.

13.2 Termination or Suspension by Algo Theory INC

- Right to Suspend or Terminate:

  Algo Theory INC 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.
  - Algo Theory INC determines that continued access poses a risk to the Platform, other users, or its operations.

- Notice of Termination:

  When practicable, Algo Theory INC 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. Algo Theory INC 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:

  Algo Theory INC 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:

  Algo Theory INC 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

- Algo Theory INC Proprietary Rights:

  Algo Theory INC Proprietary Rights: The Algo Theory INC 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, or licensed to, Algo Theory INC 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:

  Algo Theory INC 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 Algo Theory INC 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 Algo Theory INC 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:

Algo Theory INC 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 Algo Theory INC's intellectual property or trademarks for commercial purposes without explicit written consent from Algo Theory INC 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 Algo Theory INC.
  - Does not disclose proprietary or confidential information belonging to Algo Theory INC, its affiliates, or other users.
  - Clearly attributes the shared content to the Almanak Platform (e.g., by including the "Almanak" name, logo, or other identifiers). Users acknowledge that such sharing may indirectly benefit Algo Theory INC including for marketing and promotional purposes.

Section 15: Data Privacy and Security

15.1 **Commitment to User Privacy**

- **Privacy Practices**:

Algo Theory INC 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 Algo Theory INC'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**:

Algo Theory INC 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**:

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

- **No Unauthorized Access**:

Algo Theory INC 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**:

Algo Theory INC 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. Algo Theory INC 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:

  - Algo Theory INC 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**:

Algo Theory INC 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**:

Algo Theory INC 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, Algo Theory INC will make reasonable efforts to notify users of any data disclosures required by legal requests.

Section 16: Points Program

16.1 **Program Overview**

- **Purpose**:

Algo Theory INC 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, Algo Theory INC may, at its sole discretion, offer additional benefits or rewards to users based on their accumulated points in the future.

- Points are non-transferable, have no monetary value and do not constitute a virtual asset.

16.2 **Earning Points**

- **Eligible Activities**:

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

16.3 **Modification and Termination**

- **Program Changes**:

Algo Theory INC 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**:

Algo Theory INC 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. Algo Theory INC 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 Algo Theory INC 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 Almanak Platform shall be governed by and construed in accordance with the laws of the Republic of Panama, without regard to its conflict of law provisions.

- **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 Panama is expressly excluded.

- All platform-level processing and smart-contract execution are deemed performed on decentralised infrastructure outside the territory of Panama and are not targeted at on-shore persons.

- Algo Theory INC may suspend or terminate any feature immediately.

17.2 **Dispute Resolution Mechanism**

- **Initial Resolution Efforts**:

  Users agree to first attempt to resolve any disputes or claims with Algo Theory INC amicably by providing written notice sent to the Algo Theory INC email address at **inquiries@algotheory.xyz,** detailing the nature of the dispute and allowing Algo Theory INC 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, it shall be referred to and finally resolved by arbitration administered by the Center for Conciliation and Arbitration of Panama (CeCAP) in accordance with its rules of arbitration. The seat of the arbitration shall be Panama City, Republic of Panama. The language of the arbitration shall be English. The arbitral award shall be final and binding.

- **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.

Privacy Policy

Effective Date: 13th of July 2025

Last Updated: 13th of July 2025

1. Introduction

Algo Theory INC ("Algo Theory INC," "we," "our," or "us") respects your privacy and is committed to protecting your personal data. This Privacy Policy explains how we collect, use, store, and disclose

information when you access and use the Algo Theory INC Platform available at www.almanak.co (the "Platform").

This Privacy Policy is designed to comply with the laws of the Republic of Panama, including Law 81 of March 26, 2019, on Personal Data Protection, while considering relevant international data protection standards.

By accessing or using the Platform, you consent to the practices described in this Privacy Policy. If you do not agree, please refrain from using the Platform.

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2. Data We Collect

Algo Theory INC collects the following types of data:

2.1 Personal Data

We collect the following user-provided personal data:

- **Cryptocurrency Wallet Address** – Required for Platform authentication and transactions.
- **IP Address** – Used for security, fraud prevention, and compliance purposes.
- **Telegram Handle** – If provided, used for communication and support.
- **Twitter Handle** – If provided, used for engagement and communication.
- **Email Address** – If provided, used for communication, account-related updates, and security alerts.

2.2 Non-Personalized Data

We also collect **non-personalized** information to enhance the Platform's functionality and performance:

- Application choices and user movements within the Platform.
- Timestamps of interactions and access times.
- Geolocation data (approximate, based on IP address).
- Device type, browser, and operating system.
- Interaction data related to Platform features and tools.

This information is used for **optimization, troubleshooting, analytics, and improving user experience**.

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3. How We Use Your Data

Algo Theory INC processes collected data for the following purposes:

3.1 Platform Operation

- Authenticating user access to the Platform.
- Enabling transactions and wallet interactions.
- Managing AI Agent Wallet permissions and transaction execution.
- Enhancing security and fraud prevention.

3.2 Platform Optimization and Analytics

- Analyzing usage trends and improving Platform functionality.
- Enhancing user experience based on behavioral data.
- Diagnosing technical issues and optimizing Platform performance.

3.3 Communication and Support

- Providing customer support and responding to inquiries.
- Sending security alerts and transaction confirmations.
- Sending updates about Platform features and improvements.

3.4 Compliance and Legal Requirements

- Detecting and preventing fraudulent or suspicious activities.
- Complying with Panama regulations and other applicable laws.
- Responding to lawful requests from regulatory bodies or authorities.

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4. Data Sharing and Disclosure

We **do not sell or rent** user data. However, Algo Theory INC may disclose data under the following circumstances:

4.1 Service Providers

We may share data with **third-party service providers** who assist in:

- Platform hosting, infrastructure, and security services.
- Analytics, optimization, and technical support.

These providers **do not have direct access to personal data** except as required to perform specific services on our behalf.

4.2 Legal and Compliance Requirements

We may disclose user data if required by **applicable Panama laws,, or international legal obligations**. This includes:

- Responding to **government, regulatory, or law enforcement requests**.
- Enforcing legal agreements and protecting Platform integrity.

Where legally permitted, Algo Theory INC will notify users before complying with such requests.

4.3 Business Transfers

In the event of a **merger, acquisition, or restructuring**, user data may be transferred to the successor entity.

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5. Data Security and Retention

5.1 Security Measures

Algo Theory INC employs **security measures** to protect user data from unauthorized access, loss, misuse, or alteration.

However, no system is completely secure, and users acknowledge that specifically **blockchain transactions are inherently transparent.**

5.2 Data Retention

We retain personal data for **a minimum of ten (10) years**, or longer if required to comply with legal, regulatory, or business obligations, including:

- **User authentication and Platform access** – Retained while the user actively engages with the Platform.
- **Compliance with legal obligations** – Data may be retained for regulatory compliance, including audits and investigations.
- **Security and fraud prevention** – Data may be retained for audit and investigation purposes.

When data is no longer required, it will be securely **deleted or anonymized**, except where retention is mandated by regulatory requirements.

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6. User Rights and Choices

Users have certain rights regarding their personal data, subject to applicable Panamaregulations.

6.1 Access and Correction

Users may request access to their personal data and correct any inaccuracies by contacting **inquiries@algotheory.xyz**

6.2 Data Deletion

Users can request deletion of their personal data **where permitted by law**, except when required for:

- **Regulatory compliance (e.g., AML/KYC requirements).**
- **Security investigations or fraud prevention.**
- **Legal retention obligations as described in Section 5.2.**

6.3 Restriction of Processing

Users may request to restrict the processing of their data under certain conditions (e.g., pending a dispute resolution).

6.4 Withdrawal of Consent

Where processing is based on user consent (e.g., email communications), users may withdraw consent at any time by contacting **inquiries@algotheory.xyz**

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7. Cross-Border Data Transfers

User data is stored primarily **within the Panama**. However, in some cases, data may be processed in jurisdictions outside the Panama.

Where data transfers occur, Algo Theory INC ensures appropriate safeguards, such as:

- **Compliance with Panama data transfer laws.**
- **Data transfer agreements ensure equivalent protection standards.**

Users acknowledge that **blockchain-based transactions are inherently global**, and certain data (e.g., wallet addresses) may be publicly visible on-chain.

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8. Cookies and Tracking Technologies

Algo Theory INC **does not use intrusive tracking technologies** but may utilize cookies or similar tools to:

- Improve user experience and performance.
- Secure Platform authentication and prevent fraud.

Users may manage cookie settings within their browser preferences.

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9. Changes to This Privacy Policy

Algo Theory INC reserves the right to update this Privacy Policy periodically. Changes will be posted on the Platform with the updated **"Effective Date."**

Users should review this Privacy Policy periodically to stay informed about how their data is managed.

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10. Contact Us

For any privacy-related inquiries, users may contact us at:

✉ Email: inquiries@algotheory.xyz

📍 **Address:** Algo Theory INC, Panama, district of Panama, Betania, Vía Ricardo J. Alfaro, PH The Century Tower, office three hundred seventeen (317)

This Privacy Policy forms part of the **Terms and Conditions**, which govern the overall relationship between users and Algo Theory INC. By continuing to use the Platform, you agree to this Privacy Policy and the Terms and Conditions.