

Melee - Terms of Use

Acceptance of the Terms of Use

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), are entered into between you and Melee Markets Inc. (“**Company**”, “**we**”, “**us**” and their variants, including “**our**” and “**ours**”), and govern your access to and use of melee.markets, including any content, functionality, and services offered on or through melee.markets (the “**Website**”), and our proprietary blockchain services available therefrom (the “**Platform**” and together with the Website, the “**Services**”), excluding any third-party materials or technology.

If the user engages with the Services under authority from a different party or on another party’s behalf, then “**you**” (and its variants, including “**your**”) as used herein refers to that person on whose behalf the Services are used (e.g., an employer). If the person engaging with our Services is an individual, acting in their own individual capacity, then “**you**” refers to that individual. If you have anyone using the Services on your behalf, you agree that you are responsible for the actions and inactions of all such persons as if they were your own.

Please read the Terms of Use carefully before you start to use the Services. **By using the Services or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use, including our [Privacy Policy](#), which is incorporated herein by reference.** If you do not want to agree to these Terms of Use or any part thereof, you must not access or use the Services.

Restricted Persons and Jurisdictions

THE SERVICES WERE NOT DEVELOPED FOR, AND ARE NOT OFFERED TO PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE OR PRINCIPAL PLACE OF BUSINESS IN THE UNITED STATES OR ANY RESTRICTED JURISDICTION OR COUNTRY SUBJECT TO ANY SANCTIONS OR RESTRICTIONS PURSUANT TO ANY APPLICABLE LAW, INCLUDING THE CRIMEA REGION, CUBA, IRAN, NORTH KOREA, SYRIA, RUSSIA, OR ANY OTHER COUNTRY TO WHICH THE UNITED STATES, THE UNITED KINGDOM, THE EUROPEAN UNION OR ANY OTHER JURISDICTION EMBARGOES GOODS OR IMPOSES SIMILAR SANCTIONS, OR ANY JURISDICTIONS IN WHICH THE TRANSACTING OF CRYPTOCURRENCIES IS PROHIBITED OR RESTRICTED IN ANY FORM OR MANNER (COLLECTIVELY, THE “**RESTRICTED JURISDICTIONS**” AND EACH A “**RESTRICTED JURISDICTION**”), OR ANY PERSON OWNED, CONTROLLED, LOCATED IN OR ORGANIZED UNDER THE LAWS OF ANY RESTRICTED JURISDICTION OR AFFILIATED WITH ANY SUCH PERSON, ANY PERSON LISTED ON ANY SANCTIONS LIST MAINTAINED BY THE UNITED STATES, THE UNITED KINGDOM, THE EUROPEAN UNION OR ANY OTHER JURISDICTION, OR A RESIDENT OF OR LOCATED IN ANY COUNTRY OR JURISDICTION THAT RESTRICTS ACCESS TO OR PROHIBITS USE OF DIGITAL ASSETS OR CRYPTO CURRENCIES (COLLECTIVELY, “**RESTRICTED PERSONS**”). THERE ARE NO EXCEPTIONS. IF YOU ARE A RESTRICTED PERSON OR LOCATED IN A RESTRICTED JURISDICTION, THEN DO NOT USE OR ATTEMPT TO USE THE SERVICES. USE OF ANY TECHNOLOGY OR MECHANISM, SUCH AS A VIRTUAL PRIVATE NETWORK, TO CIRCUMVENT OR ATTEMPT TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS STRICTLY PROHIBITED.

BY USING THE SERVICES, YOU REPRESENT THAT (I) YOU ARE NOT A RESTRICTED PERSON; AND (II) YOU (INCLUDING, IF APPLICABLE, YOUR INDIVIDUAL OWNERS, REPRESENTATIVES, EMPLOYEES, OR ANY OTHER PERSON WITH ACCESS TO YOUR ACCOUNT) WILL NOT COORDINATE, CONDUCT OR CONTROL (INCLUDING BY, IN

SUBSTANCE OR EFFECT, MAKING DECISIONS WITH RESPECT TO) YOUR USE OF THE SERVICES FROM WITHIN ANY RESTRICTED JURISDICTION.

YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT YOU ARE NOT PERMITTED TO MODIFY, DISASSEMBLE, DECOMPILE, ADAPT, ALTER, TRANSLATE, REVERSE ENGINEER OR CREATE DERIVATIVE WORKS OF THE SERVICES TO MAKE THEM AVAILABLE TO ANY RESTRICTED PERSON OR IN ANY RESTRICTED JURISDICTION.

NEITHER WE NOR OUR SERVICE PROVIDERS ARE RESPONSIBLE FOR ANY ACTIVITIES THAT YOU ENGAGE IN WHEN USING ANY ONLINE SERVICES OR BLOCKCHAIN TECHNOLOGIES NOT PROVIDED BY US.

These Services are offered and available to users who are 18 years of age or older. By using the Services, you represent and warrant that you are of legal age to form a binding contract with Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in the Governing Law and Jurisdiction section below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Services.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any service or material we provide on the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may also restrict access to some parts of the Services, or the entire Services, by any user in our discretion.

You are responsible for:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services on your behalf are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information, and you may be required to connect your digital wallet. You represent and warrant to us that you have permission to connect this digital wallet and use the funds therein, if required to access the Services. You are responsible for the use of your funds once you connect your wallet, and for any actions of anyone who uses your digital wallet credentials to log into and use the Services.

You agree to notify us immediately of any unauthorized access to or use of your user name, password, wallet address, or any other breach of security. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your seed phrase, keys, password or other sensitive information.

It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register with these Services or otherwise, including but not limited to through the use of any interactive features on the Services, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

We have the right to disable any user name, password, wallet address, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (i) transmissions over various networks; (ii) posting of you transactions on the blockchain, which is available for the public to see; and (iii) changes to conform and adapt to technical requirements of connecting networks or devices.

We are not responsible for securing your seed phrase or keys if you lose them, if someone steals them from you, or if someone obtains access to them somehow (whether in transit to you, or from your systems or networks, or because you otherwise misplaced them or disclosed them). You acknowledge that if someone has your keys or seed phrase, they have the ability to transfer your digital assets outside your control, and that you may be unable to trade or make use of them. It is your responsibility to establish a means for recovering your seed phrase and keys. We do not have access to or store your keys or seed phrases, so we cannot assist you in recovering your seed phrases, keys, or digital assets if they are lost or stolen, or if the backup or security measures that you have established are compromised.

Use of the Services and Fees

The Services provide functionality that enables users to transmit information and interact with certain markets, which are usually event-based, and which are deployed by other users on blockchain protocols (each, a “**Market**”). The Markets may allow users to contribute digital assets in connection with certain events and, depending on the outcome of such events. The applicable protocol may distribute digital assets to users who participate in such Markets under certain conditions in accordance with rules established by the user who created the Market (each, a “**Creator**”) or pursuant to rules within the applicable Market smart contract.

When participating in any Market, you acknowledge and agree that:

- In addition to these Terms of Use, your participation is governed by the terms and conditions of that Market, as displayed on the Services at the time of interaction.
- Neither the availability of a Market nor its underlying code constitutes an offer, solicitation, or recommendation by Company to enter into any transaction.
- You assume all risks associated with your interaction with any Market, whether created by Company or a user.
- Any pricing, payout, or outcome information displayed on the Services in connection with a Market is provided solely for informational purposes, and may not be entirely accurate, and you accept that risk.
- You accept and agree to be bound by the decision of the Creator or Company pertaining to your participation in each Market, including any result, resolution or determination made by such Creator or Company pertaining to any reimbursement of digital assets (or not) and any amounts receivable, and you waive any right to challenge or dispute that result or calculation of such amounts.

ALL MARKET RESULTS, DETERMINATIONS, AND RESOLUTIONS ARE FINAL AND MADE IN THE DISCRETION OF THE CREATOR OR COMPANY. COMPANY DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, OR FAIRNESS OF ANY RESULT OR RESOLUTION ASSOCIATED

WITH A MARKET, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSS, ERROR, OR PERCEIVED INACCURACY ARISING FROM OR RELATING TO SUCH OUTCOMES. YOU UNDERSTAND AND AGREE THAT RESULTS MAY BE DETERMINED BY AUTOMATED PROCESSES, THIRD PARTY DATA SOURCES, OR INDIVIDUAL JUDGMENT, AND THAT SUCH DETERMINATIONS MAY BE SUBJECTIVE, DELAYED, OR AFFECTED BY TECHNICAL, MARKET OR OTHER FACTORS. YOU FURTHER UNDERSTAND AND AGREE THAT ALL TRANSACTIONS EXECUTED ON A BLOCKCHAIN NETWORK ARE PERMANENT AND IRREVERSIBLE, THAT ONCE A TRANSACTION IS CONFIRMED IT CANNOT BE UNDONE, AND THAT COMPANY HAS NO ABILITY OR OBLIGATION TO REVERSE, MODIFY, OR REFUND ANY TRANSACTION OR TRANSFER OF DIGITAL ASSETS. BY PARTICIPATING IN ANY MARKET, YOU ACKNOWLEDGE AND ACCEPT THESE RISKS AND AGREE THAT COMPANY SHALL HAVE NO OBLIGATION TO REVERSE, ADJUST, OR COMPENSATE YOU FOR ANY RESULT, TRANSACTION, OR DISTRIBUTION, REGARDLESS OF CAUSE.

We may, in our discretion, impose fees for access to or use of certain functionality within the Services, including interactions with Markets. Fee amounts and structures may change at any time without prior notice, and the precise fee applicable to a particular transaction may not be disclosed in advance. Third party protocols, blockchain networks, or service providers, including wallet providers and network validators, may impose additional fees, such as gas or transaction fees, which are your sole responsibility and may not be disclosed to you up front.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE AND HOLD COMPANY, ITS AFFILIATES, OR EACH OF THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, CONTRACTORS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE “**INDEMNIFIED PARTIES**”) HARMLESS FROM AND AGAINST ANY LOSSES, CLAIMS, LIABILITIES, DAMAGES, JUDGMENTS, AWARDS, DEMANDS, FEES, COSTS AND EXPENSES, INCLUDING ATTORNEYS AND LEGAL FEES INCURRED (“COLLECTIVELY, “**CLAIMS**”) ARISING OUT OF OR RELATING TO ANY FEES, WHETHER CHARGED BY COMPANY OR ANY THIRD PARTY, IN CONNECTION WITH YOUR USE OF THE SERVICES AND IN CONNECTION WITH YOUR USE OF THE SERVICES, YOUR INVOLVEMENT OR PARTICIPATION IN MARKETS (WHETHER YOU CREATE THEM OR SOLELY PARTICIPATE IN THEM WHEN CREATED BY OTHER USERS OR COMPANY).

Creator Markets

Creators understand and acknowledge that, in addition to complying with the remainder of these Terms of Use, you are solely responsible for:

- Determining the resolution of any event or outcome associated with your own Creator-made Markets accurately, in a timely manner, and in good faith.
- Ensuring that any representations or promotional statements made about your created Markets, whether on the Services or elsewhere (e.g., on social media), are truthful, not misleading, and compliant with all applicable advertising, consumer protection, and endorsement disclosure requirements, including all applicable regulatory guidance.
- Complying with all applicable laws, regulations, regulatory guidance in connection with each of your Markets.
- Not infringing any rights of third parties in your creation and management of your Markets, and in your decisions pertaining to Market resolutions.

All materials you use in connection with your created Markets, including all images, videos, banners, logos, trademarks, and other content, are considered User Contributions (as such term is defined below) hereunder.

Intellectual Property Rights

Except for Creator User Contributions, the Services and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Company, its licensors, or other providers of such material and are protected by copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

User Contributions are also protected by applicable laws, and you do not have the right to download, copy or use them in any way without the consent of the user who posted them.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Services for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Services.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from these Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of these Terms of Use, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

Company's name, Company's logos, and all related names, logos, product and service names, designs, and slogans which Company uploads to the Services are trademarks of Company or its affiliates or licensors. Creators may use logos and trademarks in their Markets as well.

You must not use any such marks, regardless of who posted them to the Services, without the prior

written permission of Company or the applicable Creator.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- In any way that violates any applicable law or regulation (including, without limitation, any laws regarding the export of data or software to and from one jurisdiction to another).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm Company or users of the Services or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.
- Use any content available on or via the Services, any portion thereof, or any output generated, for training any machine learning or artificial intelligence tool, software or platform.
- Use any content available on or via the Services, any portion thereof, or any output generated, for the purpose of identifying a specific individual or extracting personal information.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.
- Use any manual process to monitor or copy any of the material on the Services or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Services.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.
- Copy, mirror or otherwise attempt to replicate or reproduce the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.
- Engage in, promote, or facilitate money laundering, terrorist financing, sanctions evasion, or any other unlawful financial activity.
- Violate or circumvent any legally imposed compliance measures implemented by Company or a Creator.

- Transact on behalf of, or for the benefit of, any Restricted Person or any person or entity located in a Restricted Jurisdiction.
- Use the Services as a mixer, tumbler, anonymization tool, or any other mechanism to obscure or disguise the source or destination of digital assets.
- Circumvent or attempt to circumvent any access controls, geo-blocking, or wallet restrictions implemented by Company, including by using virtual private networks, proxy servers, or false identifying information.
- Create, promote, or interact with any Market relating to unlawful, deceptive, or harmful conduct, or to activities that would require Company to register or obtain a license under securities, derivatives, or gaming laws.
- Manipulate or attempt to manipulate the outcome of any Market, or the data sources, oracles, or reporting processes used to determine such outcomes.
- Engage in coordinated, collusive, or deceptive trading activity, including wash trading, spoofing, front-running, or any conduct intended to mislead or distort event results.
- Interfere with the resolution or settlement of any Market, including submitting false data or obstructing a resolver.
- Use or attempt to use another user's wallet or credentials without authorization or access the Services through unauthorized integrations or smart-contract calls.
- Introduce, deploy, or interact with any smart contract or code designed to extract data or assets from other users or from the Services without consent.
- Exploit or attempt to exploit any vulnerability, bug, or malfunction in the Services or any Market for personal gain.
- Use the Services for fundraising, staking pools, or token sales not expressly authorized by Company.
- Collect, harvest, or attempt to collect wallet addresses, transaction data, or personal information from other users.
- Attempt to deanonymize or re-identify any user or participant from blockchain data.
- Provide false, inaccurate, or misleading information during registration, verification, or interaction with the Services.
- Engage in any activity that, in Company's sole judgment, poses a risk of legal liability, regulatory exposure, reputational harm, or disruption to the integrity or operation of the Services.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the safety of users of the Services or the public, or could create liability for Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take legal action, including without limitation, referral to law enforcement, for any action we believe is illegal or constitutes unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, if we believe you have engaged in any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services.

However, we do not undertake to review all material before it is posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATING TO ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

User Contributions

The Services may provide the ability to upload, display, post, use, submit, publish, or transmit content or materials (collectively, “**User Contributions**”). All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Services will be considered non-confidential and non-proprietary. By providing any User Contribution on the Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions or have the legal right to use the User Contributions and to grant the license granted above.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Company, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATING TO YOUR USER CONTRIBUTIONS, INCLUDING ANY CLAIM THAT SUCH USER CONTRIBUTIONS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY (INCLUDING ANY USE OF TEAM LOGOS, TRADEMARKS, OR LIKENESSES OF INDIVIDUALS WITHOUT PERMISSION).

Content Standards

These content standards apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Contain any trademarks, logos or other material belonging to a third party without such party's prior explicit consent.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- Contain any statement or representation that is false, misleading, or deceptive, including with respect to the terms, rules, or outcomes of any Market.
- Include or imply any statement of expected financial return, investment performance, or guaranteed outcome related to participation in any Market or other activity on the Services.
- Provide instructions or encouragement to circumvent laws, sanctions, or technical restrictions, including access controls or geo-blocking implemented by the Company.

Copyright Infringement

We respect the intellectual property rights of others and expect users of the Services to do the same. If you believe that any material available on or through the Services infringes your copyright or other intellectual property rights, please send the relevant information to admin@melee.markets. We reserve the right, but do not undertake the obligation, to review all requests and take any action deemed appropriate at our discretion, which may include removing or restricting access to the material and/or terminating the user accounts of repeat infringers.

Please note that knowingly submitting false or misleading claims may result in liability under applicable law.

Reliance on Information Posted

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by

anyone who may be informed of any of its contents.

These Services include content provided by third parties. All statements and/or opinions expressed in these materials, other than the content provided by Company, are solely the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY MATERIALS, INFORMATION, PROTOCOLS, NETWORKS, INFRASTRUCTURE, RESOURCES, APPLICATIONS, DATA, CONTENT OR SERVICES, EVEN IF AVAILABLE ON, THROUGH OR FROM THE SERVICES. WE HAVE NO RESPONSIBILITY FOR, NO CONTROL OVER, AND MAKE NO GUARANTEES WITH RESPECT TO, THE QUALITY, SECURITY, ACCURACY, RELIABILITY, OR UPTIME OF SUCH THIRD-PARTY MATERIALS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATING TO YOUR USE OF SUCH ITEMS.

No Financial or Investment Advice

You understand that we do not act as your financial advisor, investment manager, arranger, introducer, or commodity trading advisor, or give you any investment advice of any kind with respect to any Markets you choose to create, enter into, or otherwise interact with, or with respect to any digital assets you use in connection with the Services. As with any activity involving digital assets, it is your responsibility and you are solely responsible for your decisions regarding how, when, and with whom you interact or transact through the Services. It is also your responsibility to ensure you understand digital assets, how they work, what their value is, and the risks involved in using or interacting with smart contracts, as there are significant risks in doing so, all of which you solely assume.

We may suspend or cancel your use of the Services for any reason, including if we believe you have engaged in or are about to engage in any kind of fraud, if required pursuant to applicable laws, or if you violate these Terms of Use. We may provide you with notice of suspension but do not undertake an obligation to do so.

You agree and understand that all decisions you make on the Services are made solely by you. You agree and understand that under no circumstances will the operation of our Services or your use of them be deemed to create a relationship that includes the provision of or tendering of investment advice. NO FINANCIAL, INVESTMENT, TAX, LEGAL, OR SECURITIES ADVICE IS GIVEN THROUGH OR IN CONNECTION WITH THE SERVICES. No content found on our Services, whether created by us, our service providers, our business partners, or another user, is or should be considered investment advice. You agree and understand that we accept no responsibility whatsoever for, and shall in no circumstances be liable in connection with, your decisions or your use of the Services.

Risks

You are solely responsible for any transactions or interactions you initiate on the Services, and for all fees that you may incur as a result of your participation in any Market or other use of digital assets. Markets and digital assets are not legal tender and are not backed by any government. Digital assets are not subject to government investor or funds protection programs offered by governmental bodies. We are not a bank, and we have no fiduciary duty to you.

We make no guarantee as to the functionality, reliability, or continued availability of any Market or blockchain network that may affect your ability to interact with or complete a transaction through the Services. Blockchain networks and smart contracts may be subject to bugs, delays, forks, vulnerabilities, or other operational issues that could cause you to lose access to your digital assets.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, YOUR PARTICIPATION IN ANY MARKET AND YOUR TRANSACTIONS INVOLVING DIGITAL ASSETS.

Digital assets and use of our Services may be subject to expropriation, theft, or unauthorized access. Hackers or other malicious actors may attempt to interfere with our Services or your use thereof in a variety of ways, including, but not limited to, use of malware, denial of service attacks, Sybil attacks, and spoofing.

We do not guarantee that our Services will be available without interruption. The information on our Services may not always be entirely accurate, complete, or current. Information on the Services may be changed or updated from time to time without notice, including information regarding our policies and the Services. Accordingly, you should verify all information before relying on it. ALL DECISIONS YOU MAKE BASED ON INFORMATION PROVIDED THROUGH THE SERVICES ARE YOUR SOLE RESPONSIBILITY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATING TO SUCH DECISIONS.

Markets available through the Services are provided for informational and entertainment purposes only. Event Contracts are not securities, swaps, futures, options, or other regulated financial instruments, and Company does not operate a securities exchange, swap execution facility, or gaming platform. You are solely responsible for ensuring that your access to and use of the Services, including participation in any Market, complies with all laws, regulations, and restrictions applicable to you and your jurisdiction.

WE WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES IN CONNECTION WITH YOUR USE OF THE SERVICES OR YOUR PARTICIPATION IN ANY MARKET OR DIGITAL ASSET TRANSACTION. YOU HEREBY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE RISKS SET FORTH IN THIS SECTION, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATING TO SAME.

Taxes

You are solely responsible for determining and fulfilling any tax obligations that may arise from your use of the Services, including participation in any Market and any transactions involving digital assets. Company does not provide tax advice and makes no representation as to the tax treatment of any Market, transaction, or digital asset activity. It is your responsibility to report and remit any taxes, duties, or similar assessments that may be imposed by any governmental authority, and to maintain accurate records as required by applicable law. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL HAVE NO LIABILITY FOR, AND YOU HEREBY RELEASE AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF OR RELATING TO YOUR FAILURE TO SATISFY ANY TAX OBLIGATIONS ASSOCIATED WITH YOUR USE OF THE SERVICES.

Changes to the Services

We may update the content on the Services from time to time, but their content is not necessarily complete or up-to-date. Any of the material on the Services may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Services

All information we collect on the Services is subject to our [Privacy Policy](#). By using the Services, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

Other Terms and Conditions

Additional terms and conditions may apply to specific portions, services or features of the Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Services and Social Media Features

You may link to our Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

The Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Services.
- Send emails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Services or portions of them to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Services other than the homepage.
- Otherwise take any action with respect to the materials on the Services that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Services

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We make no claims that the Services or any of their content is accessible or appropriate in your country. Access to the Services may not be legal by certain persons or in certain countries. You access the Services on your own initiative and are responsible for compliance with your local laws.

Disclaimer of Warranties and Limitation on Liability

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection, accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DENIAL OF SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE INDEMNIFIED PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES,

INCLUDING ANY MARKETS, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY OR ANY OF THE INDEMNIFIED PARTIES HEREUNDER ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR YOUR USE OF THE SERVICES EXCEED ONE HUNDRED CAYMAN ISLAND DOLLARS (CIS\$100).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Indemnified Parties from and against any Claims arising out of or relating to your violation of these Terms of Use or your use of the Services, including, but not limited to, such Claims arising in connection with or related to your User Contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Services.

Governing Law and Arbitration

All matters relating to the Services and these Terms of Use and any dispute or Claim arising therefrom or related thereto (in each case, including non-contractual disputes or Claims), shall be governed by and construed in accordance with the internal laws of the Cayman Islands without giving effect to any choice or conflict of law provision or rule (whether of the Cayman Islands or any other jurisdiction). All such disputes, claims and controversies arising hereunder, including regarding breach, termination, enforcement, interpretation, or validity thereof (and including the determination of the scope or applicability of this arbitration provision) shall be resolved by final and binding arbitration administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures (the "**Rules**") then in effect. The arbitration shall be conducted in George Town, Grand Cayman, Cayman Islands, before a single arbitrator selected in accordance with the Rules. Judgment on the award may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees, and the parties shall share equally the arbitrator's fees and JAMS administrative fees, unless the arbitrator determines otherwise.

THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by Company of any term or condition set out in these Terms of Use or other legal right shall be deemed a further or continuing waiver of such term, condition or right, or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our [Privacy Policy](#) constitute the sole and entire agreement between you and Melee Markets Inc. regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

Your Comments and Concerns

All notices of copyright infringement claims should be sent to admin@melee.markets in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: admin@melee.markets.