



TERMS AND CONDITIONS OF USE

Last updated: _____

INTRODUCTION

Welcome to **Scopium** and **Scopium Exchange** (collectively referred to as “Scopium”, “we”, “our”, or “us”), a decentralized platform that enables users to create and trade blockchain-based tokens, as well as to stream content and receive donations from their communities. Scopium operates through the domains *scopium.com* and *scopium.io* and is headquartered in London, United Kingdom.

These Terms and Conditions of Use (the “Terms”) govern your access to and use of the Scopium platform, including but not limited to our websites, smart contracts, digital products, applications, APIs, token-generation tools, trading interfaces, donation and streaming features, and any other services provided (collectively, the “Services”).

These Terms form a legally binding agreement between you (referred to as “you”, “your”, or “User”) and Scopium. By accessing or using the Services in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you must immediately discontinue use of the Services.

NOTICE: These Terms include important provisions regarding eligibility, account types, trading mechanisms, content restrictions, donation processing, ownership rights, indemnification, liability waivers, and dispute resolution. You are encouraged to read them carefully in their entirety.



SECTION 1: ELIGIBILITY, ACCOUNT TYPES & ACCESS CONTROLS

1.1 Minimum Age Requirement

You must be at least **18 years old** (or the age of majority in your jurisdiction, if higher) to use the Scopium platform. By accessing or using any part of the Services, you represent and warrant that you meet this eligibility requirement and that all information you provide is truthful, accurate, and complete.

1.2 Jurisdictional Restrictions

The use of Scopium may be restricted or prohibited in certain jurisdictions. Although we currently do **not restrict access based on location**, it is your responsibility to ensure that using the Services is legal under the laws applicable to you. **We do not guarantee availability or compliance in any specific jurisdiction.**

1.3 Know Your Customer (KYC) & Anti-Money Laundering (AML) Procedures

Scopium reserves the right to implement identity verification and AML checks at our sole discretion and in accordance with applicable law. **KYC verification is strictly required for all users engaging in streaming or receiving donations.** Failure to complete KYC when requested may result in limitations on your account, including suspension or termination of your ability to create content or receive payments.

1.4 Account Types and Permissions

Scopium provides multiple user tiers with varying levels of functionality and access rights:

- **Guest Users:** May browse public content and streams but cannot engage in trading, create tokens, or participate in donations. No account is required.
- **Verified Users:** Users who have completed basic registration (email and wallet connection) can trade tokens and create new tokens. No KYC is required unless the user opts into streaming features.



- **Creators:** Verified users who opt to stream content and receive donations. Must complete full KYC verification. Subject to additional content and conduct rules.
- **Administrators:** Authorized personnel managing platform operations, enforcement, and support. Admins may suspend, restrict, or terminate accounts as necessary.

1.5 Account Security

You are solely responsible for maintaining the security of your account credentials, wallets, and private keys. **We do not store private keys, seed phrases, or recovery methods.** If you lose access to your digital wallet or fail to safeguard your login credentials, you may lose access to your account and any assets held therein. Scopium is not liable for unauthorized access or transactions made using your credentials.

1.6 Multiple Accounts and Misrepresentation

Users are prohibited from creating multiple accounts for manipulative purposes (e.g., spam, airdrop farming, wash trading) or misrepresenting their identity or location. Violations may result in immediate suspension and permanent banning.

1.7 Platform Access and Restrictions

We reserve the right to deny access to, or remove access from, any user at any time, with or without cause, including in response to:

- Violations of these Terms
- Legal or regulatory obligations
- Threats to platform integrity or user safety
- Verified abuse reports from the community

Scopium's decision to restrict or terminate access is final and not subject to appeal unless otherwise required by law.



SECTION 2: TOKEN TRADING, CREATION & PROTOCOL MECHANICS

2.1 Overview of Token Capabilities

Scopium enables users to **create, trade, and interact with blockchain-based tokens** using decentralized smart contract infrastructure. These tools are offered on a non-custodial basis — Scopium **does not hold user funds, tokens, or private keys**. All transactions are executed directly by users through their connected wallets.

2.2 Blockchain Support and Protocols

Scopium operates across multiple blockchain ecosystems and leverages the following protocols:

- **Solana Blockchain** – supporting rapid token deployment and migration tools
- **Ethereal Blockchain** – for Ethereum-compatible token standards
- **Sui Blockchain** – for fast, scalable, object-based smart contracts
- **Radium Protocol** – used to manage token migration, liquidity, and trading mechanics within Scopium's infrastructure

Smart contracts deployed through Scopium are **immutable and decentralized**, meaning that once deployed, the Company cannot modify, reverse, or access them.

2.3 Token Creation

Users can deploy tokens via our automated creation tool. These tokens are:

- Created instantly upon user action (no manual approval)
- Deployed to the selected supported blockchain
- Subject to a **0.05 token creation fee**, payable in the applicable network currency
- Fully owned and controlled by the deploying user, including token metadata, supply caps, and distribution logic

Scopium does not endorse, vet, or assume any responsibility for tokens created using our tools.



2.4 Token Trading and Market Mechanics

Token trading on Scopium occurs through smart contracts built on automated market mechanisms. Specifically:

- **AMM Pools** (Automated Market Makers) allow for decentralized liquidity provision and pricing via bonding curves.
- No order books or centralized custody are used.
- Pricing, slippage, and liquidity are determined by user-contributed pools and Radium Protocol contracts.

Scopium charges a **0.01 trading fee** on all token swaps, which is deducted automatically on-chain. This fee is used to support platform development and sustainability.

2.5 No Guarantee of Listing or Liquidity

Tokens created on Scopium are **not guaranteed to be listed**, promoted, or supported beyond the automated smart contract infrastructure. Scopium does not provide liquidity, marketing, or buyer matching. Tokens may have **no value or utility**, and users trade at their own risk.

2.6 No Investment Advice or Promises of Returns

Scopium does not offer investment advice and does not guarantee any token's future performance, market availability, or resale value. **Token prices may fluctuate wildly or become worthless**. Any perceived value or performance is speculative and user-driven.

2.7 Compliance and Prohibited Activity

Users must not create or trade tokens that:

- Represent real-world securities or financial instruments
- Involve fraud, rug-pulls, or deceptive tokenomics
- Violate intellectual property laws or impersonate brands



- Are designed to mislead, scam, or deceive users

Accounts found engaging in prohibited token activity will be **suspended or banned without refund**, and may be reported to appropriate legal authorities.

SECTION 3: STREAMING, DONATIONS & CONTENT GUIDELINES

3.1 Streaming Access and Eligibility

Users may access streaming features through the Scopium platform once they have:

- Registered as a verified user
- Completed full **KYC verification**
- Accepted these Terms and our Community Conduct Policy

Scopium reserves the right to **approve, suspend, or deny streaming access** at its discretion based on compliance, safety, and platform integrity considerations.

3.2 Donation Mechanics and Revenue Split

Viewers may donate to streamers directly using integrated crypto payment features. Scopium facilitates these donations through smart contract infrastructure.

- **Streamers receive 90% of the donation amount**, automatically transferred to their wallet.
- **Scopium retains a 10% platform fee** for all donations, deducted automatically.
- Donations are processed in supported cryptocurrencies or tokens.
- **All donations are non-refundable.** Users are solely responsible for verifying streamer content and intention before contributing.



3.3 Prohibited Content

Scopium enforces a **strict zero-tolerance policy** regarding certain categories of content. The following are **strictly prohibited** from being streamed or uploaded:

- Hate speech, including racist, homophobic, or xenophobic content
- Threats of violence or harassment
- Adult content, sexually explicit material, or nudity
- Copyrighted materials without proper authorization
- Misleading or false information related to securities, tokens, or health

Violation of these content policies may result in **immediate suspension or permanent termination** of streaming privileges and user accounts, without refund or prior notice.

3.4 Acceptable Use and Platform Integrity

Users may not engage in the following while streaming or interacting with streamers:

- **Botting**, spamming, or manipulating viewer metrics
- Promoting or linking to unlicensed securities, pyramid schemes, or illegal services
- Encouraging unlawful activity, violence, or abuse
- Impersonating other users or falsely claiming official affiliations

Any abuse of the streaming system — including fraudulent donation claims, donation laundering, or targeted harassment — will result in termination and possible legal action.

3.5 Content Ownership and Licensing

Streamers retain ownership over original content they produce and stream. However, by using Scopium, creators grant the platform a **non-exclusive, worldwide, royalty-free license** to:

- Display and distribute their content on scopium.io / scopium.com
- Archive, transcode, and redistribute content as part of Scopium's streaming experience



- Promote featured content in marketing or editorial feeds

This license is **revocable** by the user at any time by deleting their content and deactivating their account, unless otherwise required by law, investigation, or platform audit procedures.

3.6 Copyright Complaints & Takedowns

Scopium respects intellectual property rights. We will comply with legitimate takedown requests under applicable laws such as the **Digital Millennium Copyright Act (DMCA)**.

If you believe your copyrighted content has been used improperly, you may submit a formal notice via our **Copyright & Infringement Form**. Upon valid notification, Scopium will take prompt action, which may include content removal and user account investigation.

SECTION 4: PLATFORM FEES, REFUNDS & USER WALLET RESPONSIBILITY

4.1 Fee Structure Overview

Scopium charges platform fees on certain services to sustain operations, fund development, and provide secure infrastructure. All fees are automatically deducted via smart contracts and are non-negotiable unless otherwise stated in writing. The current standard fees include:

- **Token Trading Fee:** 0.01 per trade (deducted automatically at the time of transaction)
- **Token Creation Fee:** 0.05 per token deployment (payable at point of creation)
- **Streaming Donations:** 10% of all donations received is retained by Scopium
- **User Payout:** Streamers receive 90% of the donation instantly to their wallet

Scopium may adjust its fee structure at any time with advance notice to users via the platform or by email.



4.2 No Refund Policy

All transactions processed through Scopium's decentralized infrastructure — including token purchases, donations, mints, and smart contract interactions — are **final, irreversible, and non-refundable**.

This is due to the inherent nature of blockchain technology, which does not support transaction rollbacks or modifications. Users are **solely responsible for ensuring transaction accuracy** before confirming any action.

4.3 Donation Refunds and Chargebacks

Donations to streamers are **non-refundable and not eligible for chargebacks**, regardless of the donor's subsequent opinion of the streamer or content. Streamers do not have the ability to reverse donations or return funds once transferred.

By donating, you understand and accept that you are making a **voluntary, non-commercial contribution** with no expectation of return or reward.

4.4 Wallet Connection and User Control

Scopium is a **non-custodial platform**. Users are required to connect and use their own self-custody wallets (e.g., Phantom, MetaMask, Sui Wallet) in order to interact with the Platform. You are solely responsible for:

- Safeguarding your private keys, seed phrases, and wallet credentials
- Verifying correct recipient addresses and token compatibility
- Managing gas fees, network conditions, and wallet extensions

Scopium **does not store, access, reset, or recover user wallets** under any circumstances. If you lose access to your wallet, your funds and account access may be permanently lost.



4.5 No Control Over Network Fees or Blockchain Availability

Users understand that all interactions with Scopium depend on external blockchain networks such as Solana, Sui, or Ethereal. These networks may charge gas fees, experience downtime, congestion, or reorganization events outside Scopium's control.

We disclaim any liability for delays, failed transactions, or increased costs arising from third-party blockchain issues.

4.6 Taxes and Regulatory Reporting

Scopium does not calculate or withhold taxes on behalf of users. You are solely responsible for:

- Determining your tax obligations in your jurisdiction
- Reporting income from token trading or streaming
- Accounting for value-added tax (VAT), sales tax, or donation-related liabilities

We recommend consulting a licensed tax advisor regarding your use of Scopium.

SECTION 5: USER CONDUCT, ACCEPTABLE USE & ENFORCEMENT

5.1 General Conduct Expectations

Scopium is committed to maintaining a safe, fair, and decentralized environment for all users. By accessing the Platform, you agree to behave responsibly and lawfully, and to respect the rights and experiences of other users.

All users — including guests, creators, and verified members — must refrain from any activity that interferes with the normal operation of the Platform, threatens user safety, or violates these Terms.

5.2 Prohibited Activities

You may not, under any circumstances, use the Platform to engage in any of the following:



- **Automated Abuse:** Use of bots, scripts, or automation tools to manipulate platform features (e.g., views, trades, donations, or account actions)
- **Spam & Exploits:** Flooding smart contracts, creating fraudulent tokens, or abusing system vulnerabilities
- **Unlawful Activity:** Promoting or facilitating illegal goods, services, or behaviors — including narcotics, weapons, or money laundering
- **Securities Violations:** Offering, promoting, or selling unregistered securities or financial instruments disguised as tokens
- **Impersonation:** Pretending to be another individual, entity, or Scopium staff member, or misrepresenting project affiliations
- **Harassment or Abuse:** Stalking, bullying, or otherwise harassing other users through messages, content, or stream interactions
- **Content Violations:** Sharing, streaming, or hosting any prohibited content, as outlined in Section 3

5.3 Enforcement Rights

Scopium reserves the right to investigate and take appropriate action against users who violate these Terms, including but not limited to:

- Temporary account restrictions or feature limitations
- Permanent account suspension or banning
- Token delisting or project removal
- Reversal or withholding of unclaimed earnings or donations (where legally permissible)
- Reporting the user to law enforcement or regulatory authorities

Actions may be taken with or without prior notice depending on the severity or urgency of the violation.



5.4 Community Reporting and Investigation

Scopium encourages the community to help maintain a safe environment. Users may submit formal reports regarding suspicious, abusive, or unlawful behavior through our in-app or web-based reporting system.

All reports are reviewed in good faith. Investigations are conducted by Scopium's moderation team or automated systems. We reserve the right to act on credible reports based on evidence, regardless of whether legal action is pursued externally.

5.5 No Guaranteed Restoration

Users whose accounts are suspended or banned **are not guaranteed reinstatement**. Repeated or severe violations may result in permanent deactivation and **non-recoverability of any associated digital assets, access, or privileges**. Scopium will not be liable for any loss or inconvenience arising from enforcement actions.

5.6 User Acknowledgement

By continuing to use the Platform, you acknowledge that:

- Your behavior on and off the Platform may impact your access and reputation
- Scopium has sole discretion in interpreting and enforcing these rules
- Violations of these Terms may result in **irreversible consequences**

SECTION 6: MODIFICATIONS, AVAILABILITY & TERMINATION

6.1 Right to Modify Terms

Scopium reserves the right to **amend, update, or revise these Terms of Use at any time**, for any reason, with or without prior notice. When material changes are made, we will:

- Provide a notice through the platform interface or by email (if available);
- Update the "Last Updated" date at the top of this document.



Continued use of the Platform following notice of any change constitutes your acceptance of the revised Terms. If you do not agree to the modifications, you must discontinue use of the Services immediately.

6.2 Changes to Features and Services

Scopium may add, remove, suspend, or alter any aspect of the Platform — including features, supported blockchains, token tools, or streaming systems — without liability to users. This includes temporary or permanent discontinuation of certain tools, integrations, or content.

We are not liable for any disruption caused by:

- Upgrades, patches, or protocol changes;
- Third-party API outages (wallet providers, price feeds, etc.);
- Force majeure events (defined below);
- Regulatory action or unforeseen technical limitations.

6.3 Service Availability and Performance

While Scopium strives to maintain a high standard of availability, **we offer no guarantee of uninterrupted access, error-free operation, or service-level commitments.** The Platform is provided on an "**as-is**" and "**as-available**" basis, without warranty of any kind, express or implied.

We reserve the right to:

- Suspend access to the Platform temporarily or permanently for maintenance or upgrades
- Limit access to certain regions, wallets, or functions
- Deny access to unverified users or those under investigation



6.4 Account Termination by User

You may terminate your use of the Platform at any time by disconnecting your wallet and ceasing all access. However, termination does not release you from:

- Obligations incurred prior to termination;
- Compliance with any outstanding investigations;
- License grants for previously submitted content (as applicable).

6.5 Account Suspension or Termination by Scopium

We reserve the right to suspend or permanently terminate your account or access if:

- You breach any provision of these Terms;
- You violate laws or regulations applicable to your use;
- You pose a risk to the integrity or reputation of Scopium or its users.

Scopium may, at its sole discretion, retain logs, wallet history, and content for internal review or legal compliance, even after user deactivation.

6.6 Retention of Assets and Access During Review

In the event of a flagged investigation, Scopium reserves the right to **temporarily restrict access to wallet-linked features**, token tools, or donation withdrawals until the matter is resolved. This restriction shall not imply ownership over the assets, but may delay access during due process.

6.7 Force Majeure

Scopium shall not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including but not limited to:

- Natural disasters, pandemics, or civil unrest
- Network disruptions, cyberattacks, or zero-day vulnerabilities
- Actions by governmental or regulatory authorities



- Major blockchain protocol failures or forks

SECTION 7: LEGAL PROVISIONS, INDEMNITY & GOVERNING LAW

7.1 Indemnification

To the fullest extent permitted by law, you agree to **indemnify, defend, and hold harmless** Scopium, its affiliates, officers, employees, contractors, licensors, and partners from and against any and all claims, liabilities, damages, losses, expenses, and costs (including reasonable legal fees) arising out of or related to:

- Your use or misuse of the Platform or any Services;
- Your violation of these Terms;
- Your violation of applicable laws, rules, or regulations;
- Your creation, distribution, or trading of tokens through the Platform;
- Your streaming content or donation practices;
- Any third-party claim that your actions infringed their rights or caused harm.

This obligation survives termination of your account or use of the Services.

7.2 No Warranty

The Platform and all content, tools, and Services are provided "**as is**" and "**as available**" without any warranty of any kind, express or implied. Scopium specifically disclaims all implied warranties, including but not limited to:

- Fitness for a particular purpose
- Merchantability
- Non-infringement
- Accuracy of information
- Availability, uptime, or performance



You assume full responsibility for any and all risks associated with your use of Scopium and all associated blockchain interactions.

7.3 Limitation of Liability

To the maximum extent permitted by applicable law:

- Scopium shall **not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages**, including but not limited to loss of profits, data, goodwill, or business opportunities;
- Scopium's total liability to you for any claim related to your use of the Platform shall be **zero (0)**, regardless of the form of action or legal theory.

This limitation applies even if we have been advised of the possibility of such damages.

7.4 Export Control & Sanctions Compliance

You agree to comply with all applicable export control and economic sanctions laws. You may not use the Platform if:

- You are located in or are a national or resident of any jurisdiction subject to sanctions or embargoes imposed by the United States, United Kingdom, or the European Union;
- You are on any government list of prohibited or restricted persons.

Scopium reserves the right to block access to users or regions if required by law.

7.5 Governing Law and Jurisdiction

These Terms shall be governed by the laws of the **United States or the United Kingdom**, at Scopium's election, without regard to its conflict of law rules.

Any disputes arising out of or in connection with these Terms shall be resolved as follows:



- First through **good faith informal negotiation** between the parties;
- If unresolved, through **binding arbitration** under the rules of the **London Court of International Arbitration (LCIA)** or the **American Arbitration Association (AAA)**, as selected by Scopium;
- Arbitration shall be conducted in **English**, in either **London, UK** or **New York, USA**, depending on the Company's election.

7.6 Severability

If any provision of these Terms is found to be unlawful or unenforceable, that provision will be severed, and the remainder of the Terms shall remain in full force and effect.

7.7 Entire Agreement

These Terms constitute the **entire agreement** between you and Scopium concerning your use of the Platform, superseding all prior or contemporaneous communications, understandings, or agreements.

7.8 Waiver

Failure by Scopium to enforce any part of these Terms shall not be deemed a waiver of any right or provision.

7.9 Contact Information

If you have any questions about these Terms, please contact us at:

Ashley Cole

Email: info@scopium.io

Company: Scopium / Scopium Exchange

Registered in London, UK