

BidTacToe Terms of Service

Last updated: March 20, 2024

IMPORTANT LEGAL NOTICE REGARDING TERMS OF USE OF THE WEBSITE

IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING THE bidtactoe.io WEBSITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

These Terms of Service (the “Agreement”) explain the terms and conditions by which you may access and use the bidtactoe Interface (the “Interface”) provided at bidtactoe.io. You must read this Agreement carefully as it governs your use of the bidtactoe Interface. By accessing or using any Interface, you signify that you have read, understand, and agree to be bound by this Agreement in its entirety. If you do not agree, you are not authorized to access or to use the Interface and should not use the Interface.

To access or use the Interface you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (e.g., 18 years old in the United States) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. If you are entering into this Agreement on behalf of an entity, you represent to us that you have the legal authority to bind such entity.

You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of the Interface will fully comply with all applicable laws and regulations, and that you will not access the Interface to conduct, promote, or otherwise facilitate any illegal activity.

You agree that the Interface is only a user interface to decentralized smart contracts on the Base rollup for the Ethereum blockchain. The Game has an open-source and verified codebase specifying the logic and rules to which it behaves. To be clear: the operators of bidtactoe do NOT operate the Game, but only the Website. The Game is decentralized, ownerless and operated fully on-chain. **The user is fully responsible for the custody of their assets, and the consequences and content of any transaction they make from their own self-custody wallet** through the Interface.

The Website seeks to interpret the rules of the Game as governed by a smart contract in interpretable language and provide an easy user interface to send transactions from a user’s wallet to the Game. The Website does not make any guarantees about the validity of data shown, the validity of transactions submitted, or any such guarantees about the integrity of its interactions with the Game.

THE WEBSITE IS ONLY A TOOL TO CRAFT TRANSACTIONS. Transactions between the user and the Game are made under the user's own responsibility, and signed by the user's own wallet. The Website is not responsible for anything regarding how these transactions are used, or any resulting consequences.

1. The Interface

The Interface provides a web or mobile-based means of access to a decentralized protocol (the "Protocol") on the Base blockchain that allows users to play a bidtactoe game.

The Interface is wholly distinct from the Protocol and is one, but not the exclusive, means of accessing the Protocol. The creators of bidtactoe.io do not control or operate any version of the Protocol on any blockchain network.

By using the Interface, you understand that you are not buying any assets or custodial Ethereum with us. Any Ethereum you put into the Protocol will be governed by the rules of the Protocol alone, which is, again, wholly distinct from the Interface, bidtactoe.io.

To access the Interface, you must use a non-custodial wallet software, which allows you to interact with public blockchains. Your relationship with that non-custodial wallet provider is governed by the applicable terms of service. We do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. By connecting your wallet to our Interface, you agree to be bound by this Agreement and all of the terms incorporated herein by reference.

1.1 Third Party Services and Content

When you use any of our Products, you may also be using the products, services or content of one or more third parties. Your use of such third party products, services or content may be subject to separate policies, terms of use and fees of these third parties, and you agree to abide by and be responsible for such policies, terms of use and fees, as applicable.

2. Modifications of this Agreement or our Products

2.1 Modifications of this Agreement

We reserve the right, in our sole discretion, to modify this Agreement from time to time. If we make any material modifications, we will notify you by updating the date at the top of the Agreement and by maintaining a current version of the Agreement at https://docs.google.com/document/d/1Tq04jfFTmyVzwto8BYtlBh9U9iZ7_Lsp4muaKudnQAA/edit?usp=sharing. All modifications will be effective when they are posted, and your continued accessing or use of any of the Products will serve as confirmation of your acceptance of those modifications. If you do not agree with any modifications to this Agreement, you must immediately stop accessing or using all of our products.

2.2 Modifications of our Products

We reserve the following rights, which do not constitute obligations of ours: (a) with or without notice to you, to modify, substitute, eliminate or add to any of the Products; (b) to review, modify, filter, disable, delete and remove any and all content and information from any of the Products.

3. Additional Rights

We reserve the right to cooperate with any law enforcement, court or government investigation or order or third party requesting or directing that we disclose information or content or information that you provide.

4. Your Responsibilities

4.1 Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

- **Cyberattack.** Activity that seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks.
- **Fraud and Misrepresentation.** Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another.
- **Securities and Derivatives Violations.** Activity that violates any applicable law, rule, or regulation concerning the trading of securities or derivatives, including, but not limited to, the unregistered offering of securities and the offering of leveraged and margined commodity products to retail customers in the United States.
- **Any Other Unlawful Conduct.** Activity that violates any applicable law, rule, or regulation of the United States or another relevant jurisdiction, including, but not limited to, the restrictions and regulatory requirements imposed by U.S. law.

4.2 Responsibility

You agree and understand that: (a) all transactions you submit through the Interface are considered unsolicited, which means that they are solely initiated by you; and (b) we are not obligated to conduct a suitability review of any transactions you submit

4.3 Non-Custodial and No Fiduciary Duties

The Interface is a purely non-custodial application, meaning we do not ever have custody, possession, or control of your digital assets at any time. It further means you are solely responsible for the custody of the cryptographic private keys to the digital asset wallets you hold and you should never share your wallet credentials or seed phrase with anyone. We accept no responsibility for, or liability to you, in connection with your use of a wallet and make no representations or warranties regarding how any of our Products will operate with any specific wallet. Likewise, you are solely responsible for any associated wallet and we are not liable for

any acts or omissions by you in connection with or as a result of your wallet being compromised. For the avoidance of doubt, any references herein to a "wallet" shall include the Uniswap Wallet. This Agreement is not intended to, and does not, create or impose any fiduciary duties on us. o the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in this Agreement.

4.4 Compliance and Tax Obligations

One or more of our Products may not be available or appropriate for use in your jurisdiction. By accessing or using any of our Products, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. Specifically, your use of our Products or the Protocol may result in various tax consequences, such as income or capital gains tax, value-added tax, goods and services tax, or sales tax in certain jurisdictions. It is your responsibility to determine whether taxes apply to any transactions you initiate or receive and, if so, to report and/or remit the correct tax to the appropriate tax authority.

4.6 Gas Fees

Blockchain transactions require the payment of transaction fees to the appropriate network ("**Gas Fees**"). You will be solely responsible to pay the Gas Fees for any transaction that you initiate via any of our Products.

4.7 Release of Claims

You expressly agree that you assume all risks in connection with your access and use of the Interface. You further expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your use of any of our Products. If you are a California resident, you waive the benefits and protections of California Civil Code § 1542, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

5. Disclaimers

5.1 ASSUMPTION OF RISK -- GENERALLY

BY ACCESSING AND USING ANY OF OUR PRODUCTS, YOU REPRESENT THAT YOU ARE FINANCIALLY AND TECHNICALLY SOPHISTICATED ENOUGH TO UNDERSTAND THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS, AND THAT YOU HAVE A WORKING KNOWLEDGE OF THE USAGE AND INTRICACIES OF DIGITAL ASSETS SUCH AS ETHER (ETH). YOU UNDERSTAND THAT SMART CONTRACT TRANSACTIONS AUTOMATICALLY EXECUTE AND SETTLE, AND THAT BLOCKCHAIN-BASED TRANSACTIONS ARE IRREVERSIBLE

WHEN CONFIRMED. YOU ACKNOWLEDGE AND ACCEPT THAT THE COST AND SPEED OF TRANSACTING WITH CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS SUCH AS ETHEREUM AND BASE ARE VARIABLE AND MAY INCREASE DRAMATICALLY AT ANY TIME.

FINALLY, YOU UNDERSTAND THAT WE DO NOT CREATE, OWN, OR OPERATE CROSS-CHAIN BRIDGES AND WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE SAFETY OR SOUNDNESS OF ANY CROSS-CHAIN BRIDGE. IN SUMMARY, YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY OF THESE VARIABLES OR RISKS, DO NOT OWN OR CONTROL THE PROTOCOL, AND CANNOT BE HELD LIABLE FOR ANY RESULTING LOSSES THAT YOU EXPERIENCE WHILE ACCESSING OR USING THE INTERFACE. ACCORDINGLY, YOU UNDERSTAND AND AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL OF THE RISKS OF ACCESSING AND USING THE INTERFACE TO INTERACT WITH THE PROTOCOL.**

5.2 NO WARRANTIES

EACH OF OUR PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF EACH OF OUR PRODUCTS IS AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT ACCESS TO ANY OF OUR PRODUCTS WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; THAT THE INFORMATION CONTAINED IN ANY OF OUR PRODUCTS WILL BE ACCURATE, RELIABLE, COMPLETE, OR CURRENT; OR THAT ANY OF OUR PRODUCTS WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY CONCERNING ANY OF OUR PRODUCTS. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF OUR PRODUCTS.

SIMILARLY, THE PROTOCOL IS PROVIDED "AS IS", AT YOUR OWN RISK, AND WITHOUT WARRANTIES OF ANY KIND. ALTHOUGH WE CONTRIBUTED TO THE INITIAL CODE FOR THE PROTOCOL, WE DO NOT PROVIDE, OWN, OR CONTROL THE PROTOCOL, WHICH IS RUN AUTONOMOUSLY WITHOUT ANY HEADCOUNT BY SMART CONTRACTS DEPLOYED ON VARIOUS BLOCKCHAINS. NO DEVELOPER OR ENTITY INVOLVED IN CREATING THE PROTOCOL WILL BE LIABLE FOR ANY CLAIMS OR DAMAGES WHATSOEVER ASSOCIATED WITH YOUR USE, INABILITY TO USE, OR YOUR INTERACTION WITH OTHER USERS OF, THE PROTOCOL, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, CRYPTOCURRENCIES, TOKENS, OR ANYTHING ELSE OF VALUE. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY THIRD PARTIES CONCERNING ANY OF OUR PRODUCTS.

ANY PAYMENTS OR FINANCIAL TRANSACTIONS THAT YOU ENGAGE IN WILL BE PROCESSED VIA AUTOMATED SMART CONTRACTS. ONCE EXECUTED, WE HAVE NO CONTROL OVER THESE PAYMENTS OR TRANSACTIONS, NOR DO WE HAVE THE ABILITY TO REVERSE ANY PAYMENTS OR TRANSACTIONS.

6. Indemnification

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs, and expenses arising from: (a) your access and use of the Interface; (b) your violation of any term or condition of this Agreement, the right of any third party, or any other applicable law, rule, or regulation; (c) any other party's access and use of any of the Interface with your assistance or using any device or account that you own or control; and (d) any dispute between you and (i) any other user of the Interface or (ii) any of your own customers or users.

7. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, ARISING OUT OF OR RELATING TO ANY ACCESS OR USE OF OR INABILITY TO ACCESS OR USE ANY OF THE PRODUCTS, NOR WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF ANY OF THE PRODUCTS OR THE INFORMATION CONTAINED WITHIN IT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF ANY OF THE PRODUCTS, EVEN IF AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY ACCESS OR USE OF THE INTERFACE; (C) UNAUTHORIZED ACCESS OR USE OF ANY SECURE SERVER OR DATABASE IN OUR CONTROL, OR THE USE OF ANY INFORMATION OR DATA STORED THEREIN; (D) INTERRUPTION OR CESSATION OF FUNCTION RELATED TO ANY OF THE PRODUCTS; (E) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE INTERFACE; (F) ERRORS OR OMISSIONS IN, OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF, ANY CONTENT MADE AVAILABLE THROUGH ANY OF THE PRODUCTS; AND (G) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. WE HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY ARISE AS A RESULT OF ANY PAYMENTS OR TRANSACTIONS THAT YOU ENGAGE IN VIA THE INTERFACE, OR ANY OTHER PAYMENT OR TRANSACTIONS

THAT YOU CONDUCT VIA ANY OF OUR PRODUCTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE DO NOT PROVIDE REFUNDS FOR ANY PURCHASES THAT YOU MIGHT MAKE THROUGH THE INTERFACE.

WE MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT LINKED THIRD PARTY SERVICES, THE THIRD PARTIES THEY ARE OWNED AND OPERATED BY, THE INFORMATION CONTAINED ON THEM, ASSETS AVAILABLE THROUGH THEM, OR THE SUITABILITY, PRIVACY, OR SECURITY OF THEIR PRODUCTS OR SERVICES. YOU ACKNOWLEDGE SOLE RESPONSIBILITY FOR AND ASSUME ALL RISK ARISING FROM YOUR USE OF THIRD-PARTY SERVICES, THIRD-PARTY WEBSITES, APPLICATIONS, OR RESOURCES. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO SOFTWARE, PRODUCTS, SERVICES, AND/OR INFORMATION OFFERED OR PROVIDED BY THIRD-PARTIES AND ACCESSED THROUGH ANY OF OUR PRODUCTS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$100.00 USD) OR ITS EQUIVALENT IN THE LOCAL CURRENCY OF THE APPLICABLE JURISDICTION.

THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

8. Miscellaneous

8.1 Entire Agreement

These terms constitute the entire agreement between you and us with respect to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous written and oral agreements, communications and other understandings (if any) relating to the subject matter of the terms.

8.2 Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

8.3 Notice

We may provide any notice to you under this Agreement using commercially reasonable means, including using public communication channels. Notices we provide by using public communication channels will be effective upon posting.

8.5 Severability

If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

(Updated on 03/20/24)

- bidtactoe.io is a website that crafts transactions to smart contracts, it does not operate and is not responsible for those contracts
- The only rules of the game that are meaningful are the ones encoded in smart contracts as interpreted by Base rollup and the Ethereum blockchain. The rules on the website are simply a human readable interpretation and make no guarantees (and take no responsibility over) about correctness or validity of information
- users are fully liable for any ETH they lose

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USER AGREEMENT

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