Terms of Use

Acceptance of the Terms of Use

These terms of use are entered into by and between you and the Jito Foundation ("Jito", "we" or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern your use of Jito's Solana-based token staking protocol and its associated software and documentation (collectively, the "Protocol") made available on GitHub. For clarity, these Terms of Use only apply to the Protocol and do not apply to any other protocols or software available from Jito or any other party, whether on GitHub or elsewhere.

If the user engages with the Protocol 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 Protocol is used (e.g., an employer). If the person engaging with our Protocol is an individual, acting in their own individual capacity, then "you" refers to that individual. If you have anyone using the Protocol on your behalf, you agree that you are responsible for the actions and inactions of all such persons, as they were your own.

We allow you to download the Protocol for your own use. USE OF THE PROTOCOL IS AT YOUR OWN RISK. YOU DECIDE THE USES OF THE PROTOCOL, AND HOW TO IMPLEMENT ITS SOFTWARE, AND WE DO NOT CONTROL, OR HAVE ANY RESPONSIBILITY, AND ASSUME NO LIABILITY FOR LOSSES ARISING IN CONNECITON WITH YOUR USE THEREOF.

The Protocol is compatible with third party content, protocols, and software, including smart contracts, and it may enable stakers and validators on the Solana protocol and network to optimize Maximal Extractable Value (MEV), conduct transaction prioritization, stake Solana (SOL) tokens, and/or engage in other digital asset trading activities. WE DO NOT OWN, CONTROL, OR HAVE ANY RESPONSIBILITY FOR THE SOLANA PROTOCOL. THESE TERMS OF USE DO NOT GOVERN YOUR USE OF THE SOLANA PROTOCOL, WHICH ARE CONTROLLED, MAINTAINED AND/OR OPERATED BY THIRD PARTIES. PLEASE CONSULT SUCH THIRD PARTIES' USER AGREEMENTS FOR INFORMATION REGARDING YOUR RIGHTS AND RISKS ASSOCIATED WITH YOUR USE OF AND ACCESS TO THESE MATERIALS.

Please read these Terms of Use carefully before you start to use the Protocol.By using the Protocol, you accept and agree to be bound and abide by these Terms of Use. If you do not want to agree to these Terms of Use, you must not use the Protocol.

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

We make no claims that the Protocol or any of its content is accessible or appropriate in your country. You access the Protocol on your own initiative and are responsible for compliance with your local laws. In addition to the foregoing, you also represent and warrant that you are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States, European Union or its Member States, United Kingdom, United Nations or any other country or region where your use of or access to the Protocol would be illegal or otherwise violate any applicable law. Specifically, you represent that you are not located in, organized in, or a resident of Cuba, Iran, Syria, North Korea, the Crimea region, Donetsk People's Republic, Luhansk People's Republic, or any other jurisdiction where applicable law prohibits you from accessing or using the Protocol (collectively, "Sanctioned Countries"); and you represent that you are not named on, owned, controlled by or acting on behalf of any party named on any sanctions-related list of designated persons maintained by the United States, European Union, United Kingdom, United Nations or other governmental authority (collectively, "Sanctioned Persons").

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 use of the Protocol 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 Protocol.

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

Using the Protocol and Account Security

We reserve the right to withdraw or amend the Protocol in our sole discretion without notice. We will not be liable if for any reason all or any part of the Protocol is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Protocol, or the entire Protocol, to users.

You are responsible for making all arrangements necessary for you to have access, download and use to the Protocol.

Intellectual Property Rights

The Protocol and its entire contents, features, and functionality are owned by Jito, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Protocol is licensed under the terms of the Apache License, Version 2.0, incorporated herein by reference, and available at http://www.apache.org/licenses/ ("Apache License"), together with these Terms of Use.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Protocol in breach of these Terms of Use, your right to use the Protocol will stop immediately and you must immediately cease using it, and destroy any copies of the software you may have downloaded and all software or protocols you may have forked therefrom. Any use of the Protocol not expressly permitted by the Apache License or these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Prohibited Uses

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

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of software to and from the United States, Canada, European Union, or other countries).
- In or from any Sanctioned Country.
- If you are a Sanctioned Person (or operated on their behalf).
- To transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity.
- To fabricate transactions or processes in any manner, engage in market manipulation, partake in deceptive trading activities, or encourage others to do so.
- 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 Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation.
- To impersonate or attempt to impersonate Jito, a Jito employee, another user, or any other person or entity (including, without limitation, by using digital wallet or email addresses or screen names associated with any of the foregoing).
- To disguise or interfere in any way with the Internet protocol (IP) address of the device you are using to access or use the Protocol.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Protocol, or which, as determined by us, may harm Jito or users of the Protocol, or expose them to liability.
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Additionally, you agree not to:

- Use the Protocol in any manner that could disable, overburden, damage, or interfere with any other party's use of the Protocol.
- Use any manual process to monitor or copy any of the material on the Protocol 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 Protocol and avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Protocol;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful ("Malicious Code").
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Protocol, the server on which the Protocol is stored, or any server, computer, or database connected to the Protocol.
- Otherwise attempt to interfere with the proper working of the Protocol.
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Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Protocol.
- Terminate or suspend your access to all or part of the Protocol for any or no reason, including without limitation, any violation of these Terms of Use.
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However, we do not undertake to review and do not control any material contained in the Protocol, nor do we control the on-chain transactions in any way. Accordingly, we assume no liability for any action or inaction of other Protocol users.

Reliance on Protocol

We do not warrant the accuracy, completeness, or usefulness of the Protocol. Any reliance you place on the Protocol is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on the Protocol by you or any other user of the Protocol.

Protocol Functionality and Risks

The Protocol is an open-source solution that allows validators and stakers on the Solana network to optimize Maximal Extractable Value (MEV). The Protocol's architecture includes Jito Labs' Block Engine for transaction prioritization, Jito Relayer for transaction processing, and transparent fee processing. Jito does not control the Protocol, which is public, permissionless, and runs on open-source self-executing smart contracts. The Protocol is made available only as a convenience to you.

You understand that we do not hold your digital assets, and take no custody of them. We have no access to your assets or funds. It is your responsibility to ensure that you maintain control of your digital assets and you have sole responsibility for exchanging them.

Any losses you suffer as a result of your digital asset transactions and exchanges is your responsibility and you hereby indemnify us, agree to defend us, and hold us harmless against any claims or losses that you or anyone else suffers as a result of your digital asset transactions, even if you initiated your transaction by following any documentation or instructions described in the Protocol.

You also understand that we do not act as your financial advisors or give you any investment advice of any kind with respect to your use or exchange of digital assets. As with any trading activities, it is your responsibility and you are solely responsible for the contents of your wallet, your transaction decisions, how and when you trade digital assets and with whom. It is also your responsibility to ensure you understand crypto assets, how they work, what their value is, and how to trade such assets, as there are significant risks in doing so, all of which you solely assume.

You acknowledge that the time of a digital asset transaction can affect the value of the asset or the fees associated with a transaction or both. You hereby agree that you hold us harmless against any and all claims arising from the transactions of your digital assets, or the timing of such transactions.

Digital assets are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections or similar protections or regimes.

Jito is not a bank, and we have no fiduciary duty to you.

Hackers or other malicious actors may attempt to interfere with the Protocol or your use thereof in a variety of ways, including, but not limited to, use of Malicious Code, denial of service attacks, Sybil attacks, and spoofing. Furthermore, because much of the Protocol relies on open-source software, the software underlying our code may contain bugs or weaknesses which may negatively affect the Protocol, or result in the loss of your digital assets, or your ability to control your digital wallet. You acknowledge and accept these risks, and hereby hold us harmless from and against any losses you suffer as a result of such issues.

You acknowledge that the Protocol may use, incorporate, or link to certain open-source components and you agree that your use of the Protocol is subject to, and you will comply with any, applicable open-source licenses governing any such open-source components.

The Protocol may provide access to materials and tools offered by or created by third parties, such as digital asset protocols or smart contracts. We do not control such materials, and provide no guarantee as to their accuracy, completeness, legality, or usefulness. You acknowledge and agree that we are not responsible for any aspect of the information, content, or services contained in any such third-party materials comprising the backend of, or accessible from or linked to, the Protocol.

By utilizing or interacting with the Protocol in any way, you represent and warrant that you understand the inherent risks associated with: cryptographic systems and blockchain-based networks; digital assets, including the usage and intricacies of native digital assets; smart contract-based tokens; and systems that interact with blockchain-based networks.

You acknowledge and understand that cryptography is a progressing field with advances in code cracking or other technical advancements, such as the development of quantum computers, which may present risks to digital assets and the smart contract to which the Protocol facilitates access, and could result in the theft or loss of your digital assets. We are unable to update the Protocol for any advances in cryptography or to incorporate additional security measures necessary to address risks presented from technological advancements; thus, there can be no guarantee regarding the security of the Protocol.

You agree and understand that all investment, staking and trading decisions are made solely by you. You agree and understand that under no circumstances will your use of the Protocol 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 PROTOCOL. No content found on the Protocol, whether created by us, a third party, or another user is or should be considered as 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 Protocol. Nothing contained on the Protocol constitutes a solicitation, recommendation, endorsement, or offer by us or any third party to transact in any digital assets, securities, or other financial instruments. Neither us nor any of our affiliates has endorsed or sponsored any digital assets that can be transacted through the Protocol.

You understand and accept that, in connection with your use of the Protocol, you may be required to pay fees necessary for interacting with blockchain software, including (without limitation) "gas" costs, and you understand that you are solely responsible for paying such fees, and costs and that none of such fees or costs will be paid by or to Jito.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that any download will be free of viruses or other destructive or Malicious Code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site 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 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 PROTOCOL OR ANY ITEMS OR INFORMATION OBTAINED THROUGH THE PROTOCOL, OR TO YOUR DOWNLOADING OR USE OF THE PROTOCOL.

YOUR USE OF THE PROTOCOL IS AT YOUR OWN RISK. THE PROTOCOL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER JITO, NOR ITS SERVICE PROVIDERS, NOR ANY PERSON ASSOCIATED WITH JITO, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PROTOCOL. WITHOUT LIMITING THE FOREGOING, NEITHER JITO NOR ITS SERVICE PROVIDERS, NOR ANYONE ASSOCIATED WITH JITO, REPRESENTS OR WARRANTS THAT THE PROTOCOL WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, IN WHOLE OR IN PART, THAT DEFECTS WILL BE CORRECTED, THAT THE PROTOCOL IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PROTOCOL WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, JITO AND ITS SERVICE PROVIDERS AND OTHER PARTIES ASSOCIATED WITH IT HEREBY DISCLAIM 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.

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

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL JITO, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, SHAREHOLDERS, MEMBERS OR DIRECTORS 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 PROTOCOL, INCLUDING ANY DIRECT, 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.

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 Jito, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, shareholders, members, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees and legal costs) arising out of or relating to your violation of these Terms of Use or your use of the Protocol, including, but not limited to any use of the Protocol's content other than as expressly authorized in these Terms of Use.

Governing Law and Jurisdiction

All matters relating to the Protocol 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 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).

Subject to the provisions of the Arbitration section below, any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Protocol shall be instituted exclusively in the courts of the Cayman Islands, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country or state of residence or any other relevant country or state. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Jito's sole discretion, it may require you to submit any disputes arising under these Terms of Use, or in connection with your use of the Protocol, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration to be administered by the Cayman International Mediation and Arbitration Centre (CI-MAC) and governed by the Arbitration Act (as amended) of the Cayman Islands applying Cayman Islands law. The arbitrator shall have the power to rule on any challenge to its own jurisdiction or the validity or enforceability of any portion of these Terms of Use to arbitrate. The arbitration shall be conducted in the English language and the place of arbitration shall be in the George Town, Cayman Islands. The number of arbitrators shall be one. The decision of the sole arbitrator in relation to any such dispute, controversy, difference or claim shall be final and binding upon both parties. Each party waives any right it may have to assert the doctrine of forum non conveniens, to assert that it is not subject to the jurisdiction of such arbitration or courts or to object to venue to the extent any proceeding is brought in accordance herewith.

THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THESE TERMS OF USE DO 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 PROTOCOL 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 Jito of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Jito 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 the Apache License constitute the sole and entire agreement between you and Jito regarding the Protocol and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Protocol.