

Terms of Service

Flashbots Ltd.

Updated July 6, 2023

ACCEPTANCE OF TERMS

BY ACCESSING ANY SERVICES PROVIDED BY FLASHBOTS LTD. ("FLASHBOTS") OR FLASHBOTS SITES, AS DEFINED BELOW, YOU AGREE TO THESE TERMS OF SERVICE, [THE FLASHBOTS POLICIES](#), AND THE [PRIVACY POLICY](#) AS GOVERNING TO YOUR USE OF THE FLASHBOTS SERVICES AND FLASHBOTS SITES. IF YOU ARE ENTERING INTO OR ACCEPTING THESE TERMS ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE, REFERENCES TO "YOU" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS OR USE FLASHBOTS SERVICES. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS.

FLASHBOTS provides certain software, as set forth in [FLASHBOTS' Github repository](#), as well as other related software that FLASHBOTS may provide from time to time, (each program, a "Software Program" and collectively, the "Software Programs") to Ethereum Network node operators, wallet and application providers, block builders, block searchers, and other participants (the "Users").

The Software Programs are provided under a separate open-source license, which means that anyone can use, copy, modify, or distribute them. As such, FLASHBOTS, its affiliates, and any of their respective officers, members, owners, employees, or agents (such parties, in their individual and collective capacities, the "Flashbots Parties") are not responsible for the operation of the Software Programs and make no guarantees regarding their security, functionality, or availability. In the event of a conflict between these Terms of Service and any separate license, the separate license will prevail with respect to the subject thereof.

FLASHBOTS also provides certain content, including research and product information, functionality and features, as further described on [FLASHBOTS' website](#), as well as FLASHBOTS related websites and other social media pages (the "Flashbots Sites") and such other related services that FLASHBOTS may provide from time to time, including without limitation security, configuration, and other technical support services (each, a "Flashbots Service" and collectively, the "Flashbots Services"). The Flashbots Services are subject to the following terms of service ("Terms of Service" or "ToS"). FLASHBOTS reserves the right to update these ToS at any time without notice to You. If You do not agree with the terms of the updated ToS, Your sole and exclusive remedy is to terminate Your use of Flashbots Services.

FLASHBOTS shall have the right at any time to change or discontinue any aspect or feature of the Flashbots Services, including, but not limited to, content, access, or use.

ELIGIBILITY

You represent and warrant that You are at least 18 years of age or the age of majority in Your state or jurisdiction of residence, whichever is greater; that You are capable of entering into a legally binding agreement; and that You reside in a jurisdiction where Your use of the Flashbots Services is lawful. Your right to use the Flashbots Services is conditioned upon Your acceptance and compliance with these ToS. If You do not agree to be bound by the terms and conditions set forth in these ToS, You are not authorized to use the Flashbots Services and You agree to immediately discontinue any access to or use of the Flashbots Services.

In addition, You represent to FLASHBOTS that You, Your digital currency addresses, and Your financial institutions, or any party that owns or controls You, Your digital currency addresses or Your financial institutions, are (1) not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (i.e., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the United Kingdom, or other applicable government authority and (2) not located in or attempting to use Flashbots Services from any country subject to a comprehensive sanctions program implemented by the United States or the United Kingdom.

SCOPE OF USE

These Terms of Service cover all use of the Flashbots Services, regardless of how any Flashbots Service is accessed, and regardless of which device is used for access.

ONBOARDING

Prior to using any Flashbots Service, You may be required to complete onboarding steps, such as personal verification. In addition, FLASHBOTS reserves the right to require additional documentation and procedures to verify Your identity and/or

control of any associated digital wallets.

AVAILABILITY

FLASHBOTS does not represent that any of the Flashbots Services will be available without interruption or for any particular duration, and the Flashbots Parties shall not be responsible for any losses, damages, costs, expenses, lost opportunities, or other harm suffered by You in connection with interruption or termination of any Flashbots Service. YOU SHOULD READ THE LIMITATION OF LIABILITY HEREIN, WHICH INCLUDES LIMITATIONS ON THE FLASHBOTS' PARTIES AND OTHER THIRD PARTIES' POTENTIAL LIABILITY FOR ANY SUCH SERVICE INTERRUPTIONS.

ACKNOWLEDGMENT OF RISK

You acknowledge that the underlying blockchain technologies involved in using any Flashbots Service are novel, technically complex, and involve inherent risks, with or without the use of any Software Program. You bear all risk of loss from Your use of any Flashbots Service. The Flashbots Parties shall have no liability for fluctuations in the value of any cryptocurrency, transaction, or any bundle of transactions, whether requested or provided.

You acknowledge that although FLASHBOTS is constantly improving its security measures against security breaches that might result in the loss or corruption of data, the Flashbots Parties and FLASHBOTS' third-party partners shall not be responsible for the operation of any Flashbots Service or Software Program and shall not be liable to You or any other Users for any damage caused by such loss or corruption of data. You understand that the Software Program and other protocol upgrades may inadvertently contain bugs or security vulnerabilities that may result in loss of functionality and ultimately funds.

You acknowledge that the Flashbots Services involve novel technological innovations. Results depend on a multiplicity of factors beyond the control of FLASHBOTS, including but not limited to network health, congestion, latency, incentives, user configuration settings, operation of third party software or hardware, wallet compatibility, protocol upgrades or forks, the activities of searchers, block builders, producers, etc. Therefore, the outcomes cannot be predicted, and no representations or warranties are made with respect to the Flashbots Services. OUTCOMES ARE NOT GUARANTEED. You agree that the Flashbots Parties are not responsible for the regulatory status or treatment in any jurisdiction of any digital assets that You may access or transact with using the Flashbots Services.

Your participation in the Flashbots Services involves the use of sophisticated hardware and software. The Flashbots Parties will not be liable or responsible to You, nor be deemed to have defaulted or breached these Terms of Service, for any failure or delay in our performance under these Terms of Service when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control and/or from the hardware used in the Flashbots Service, including, without limitation, acts of God, cyberattack or ransomware, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, telecommunication or third party service provider breakdown, interruption or unavailability, electrical disruptions, or power outage.

You represent that You have the technical and financial knowledge, experience, and wherewithal to understand and undertake these risks.

USE OF FLASHBOTS SERVICES

You agree to use the Flashbots Services for lawful purposes only, and solely in a manner consistent with the intent of FLASHBOTS as described in these Terms of Service including without limitation, the Flashbots Policies, as updated from time to time.

You agree that You shall not upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary consent to do the same, use any material or information, including images or photographs, which are made available through the Flashbots Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party, upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or damage the property of another, falsify or delete any copyright management information such as author attributions, watermarks, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, violate any code of conduct or other guidelines that may be applicable, harvest or otherwise collect information about others, including personal information or personal data. You shall be solely liable for any damage resulting from any unlawful, wrongful, deceitful or other act, or from infringement of copyrights, proprietary rights, or any other harm resulting from such an act. The foregoing provisions of this section are for the benefit of the Flashbots Parties, (including but not limited to FLASHBOTS's third-party service and content providers) and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Always use caution when giving out any personally identifiable information in any service. The Flashbots Parties do not

control or endorse the third-party content, messages, or information found in the Flashbots Service. The Flashbots Parties disclaim any liability with regards to the Flashbots Service, and any actions resulting from Your participation in the Flashbots Service.

FLASHBOTS reserves the right to not admit You or other Users to any Flashbots Service, or otherwise restrict access to any Flashbots Service, without any reason or cause. In addition, excessive application program interface ("API") requests may result in the temporary or permanent suspension of Your access to a Flashbots Service.

You agree that the Flashbots Parties have no responsibility for other Users' use of the Flashbots Services and shall not be responsible to You to the extent that any security, configuration or technical support services that it may provide to other Users in connection with the Flashbots Services impacts Your use of the Flashbots Services.

In the event any or all of the Flashbots Services are permanently or temporarily terminated, FLASHBOTS shall re-start services at its sole discretion as to timing and as to approach; in such event no resumption of service is promised or warranted.

YOUR RESPONSIBILITIES

Use: You are responsible for all activities that occur with respect to Your use of the Flashbots Services, regardless of whether the activities are authorized by You or undertaken by You, Your employees or a third party (including but not limited to Your contractors, agents and other users), and (b) The Flashbots Parties are not responsible for unauthorized access to the Flashbots Services, including any access that occurred as a result of fraud, phishing, or other criminal activity perpetrated against You by third parties.

Security, Configuration and Backup: You are solely responsible for properly configuring and using the Flashbots Services and otherwise taking appropriate action to secure, protect, and backup Your data and Your customers' data, as applicable, in a manner that will provide appropriate security and protection.

If You cannot or do not want to take such actions to ensure security and protection, then You should not use the Flashbots Services. Your obligations under this Agreement include ensuring any available software updates or upgrades relating to any Flashbots Service You are using are promptly installed or implemented and managing Your secure access to Your use of the Flashbots Services.

API Authentication: To the extent we provide You with API authentication generated by a Flashbots Service or similar credentials, such API authentication and similar credentials are for Your use only and You will not sell, transfer, or sublicense them to any other entity or person, except that You may disclose Your private key to Your agents and subcontractors performing work on Your behalf.

LICENSE GRANT FROM FLASHBOTS

FLASHBOTS hereby grants You a single, revocable, non-exclusive, non-transferable, and limited license, personal to You, to access and use the Flashbots Services and no other rights under this Terms of Use, including related intellectual property rights. This license grant is conditioned on Your acceptance and adherence to these Terms of Service.

LICENSE GRANT TO FLASHBOTS

Unless otherwise agreed upon by You and FLASHBOTS, Your transaction, transaction bundle, or blocks of transactions (Your "Protected Data") will be treated as proprietary and confidential to the extent not published to a public blockchain or other public record by virtue of the operation of such networks. You hereby grant FLASHBOTS a limited, non-exclusive license to use, adapt, or reproduce Your Protected Data for purely internal purposes, such as improvement of the Flashbots Service; as part of an anonymized, aggregated data set, or otherwise consistent with the purposes for which such information was disclosed to FLASHBOTS.

TAXES & FEES

FLASHBOTS does not charge any fee for the use of Flashbots Services; however, FLASHBOTS reserves the right to charge a fee in connection with Your use of the Flashbots Service. In the event FLASHBOTS chooses to charge a fee, it will be published in advance on GitHub and other Flashbots Sites including the FLASHBOTS official Discord channel. Flashbots does not collect or deduct any taxes, levies, duties, or similar governmental assessments of any nature, accessible by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for determining whether any Taxes may apply to Your use of the Flashbots Service, or any activity You undertake in connection with such use, and it is Your responsibility to report and remit the relevant Taxes to the appropriate taxing authorities. You agree that the Flashbots Parties are not responsible for determining whether any Taxes apply, or the amount of any Taxes that may apply, to the Flashbots Service.

NO INVESTMENT ADVICE OR RECOMMENDATIONS

Nothing contained in the Flashbots Services or any other content on the Flashbots Sites constitutes a solicitation, recommendation, endorsement, or offer by FLASHBOTS to buy or sell any digital asset or other financial instruments..

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of the Flashbots Services or any related service before making any decisions based on information we provide to You, such as information made available through application program interfaces (APIs). In exchange for using the Flashbots Service, You agree not to hold the Flashbots Parties (including, without limitation, third party service and content providers and licensors liable for any possible claim for damages arising from any decision You make based on information made available to You through any of the Flashbots Services.

CERTAIN INFORMATION MADE AVAILABLE BY FLASHBOTS

FLASHBOTS may make available to You certain public data and other information (including, without limitation, information derived from public blockchain records), including information that we obtain from our agents, including but not limited to partners, vendors, and infrastructure providers. FLASHBOTS makes this information available to You as a service for Your convenience; the Flashbots Parties neither endorse nor approve any such information. The Flashbots Parties neither (1) guarantee the accuracy, timeliness, or completeness of any such information, nor (2) warrant any results from Your use or reliance on such information. You agree that You use any such information at Your own risk.

DISCLAIMER

YOU EXPRESSLY AGREE THAT USE OF THE FLASHBOTS SERVICES IS AT YOUR SOLE RISK. NEITHER THE FLASHBOTS PARTIES NOR ITS LICENSORS WILL BE LIABLE FOR ANY USE OR MISUSE OF THE FLASHBOTS SERVICES, WHETHER THAT USE IS BY THE FLASHBOTS PARTIES, YOU, OR A THIRD PARTY. NEITHER THE FLASHBOTS PARTIES NOR ITS LICENSORS WARRANT THAT THE FLASHBOTS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE FLASHBOTS SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, MATERIALS, OR MERCHANDISE PROVIDED THROUGH THE FLASHBOTS SERVICES. THE FLASHBOTS SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE BOTH (I) IMPLIED BY LAW AND (II) INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION, UNDER LAWS APPLICABLE TO THESE TERMS OF SERVICE.

WITHOUT LIMITING THE FOREGOING, THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF, THE FLASHBOTS SERVICES AND ANY MATERIALS OR CONTENT FOUND THEREIN, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

YOU ACKNOWLEDGE THAT FLASHBOTS PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS, AND THAT YOU ALONE ARE ASSUMING THE RISK OF INJURY FROM THE FOREGOING, TO THE FULLEST EXTENT OF THE LAW. IN NO EVENT WILL THE FLASHBOTS PARTIES, ITS LICENSORS OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR PROVIDING THE FLASHBOTS SERVICES OR THE SOFTWARE PROGRAMS, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE FLASHBOTS SERVICES. IN ADDITION TO THE TERMS SET FORTH ABOVE, NEITHER THE FLASHBOTS PARTIES, NOR FLASHBOTS' INFORMATION PROVIDERS, OR CONTENT PARTNERS, SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE FLASHBOTS SERVICES, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO YOU, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. THE FLASHBOTS PARTIES SHALL NOT BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.

FLASHBOTS RESERVES THE RIGHT TO MAKE CHANGES AND CORRECTIONS TO THE FLASHBOTS SERVICES, THESE TERMS OF SERVICE AND THE FLASHBOTS POLICIES AT ANY TIME, WITHOUT NOTICE. THE INFORMATION PROVIDED THROUGH THE FLASHBOTS SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE." FLASHBOTS DOES NOT WARRANT, AND AFFIRMATIVELY DISCLAIMS, ANY AND ALL WARRANTIES REGARDING, THE ACCURACY, COMPLETENESS OR TIMELINESS OF INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE FLASHBOTS SERVICES. FLASHBOTS PROVIDES NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. FLASHBOTS EXPRESSLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN THE FLASHBOTS SERVICES OR THE OPERATION THEREOF. FLASHBOTS MAY CHANGE INFORMATION CONTAINED IN THE FLASHBOTS SERVICES AT ANY TIME AND MAKES NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED THEREIN. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE FLASHBOTS SERVICES.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF FLASHBOTS SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF

ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH OR FROM THE FLASHBOTS SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL FLASHBOTS PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF ANY OF THE FLASHBOTS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM LOSS FROM YOUR: (I) INABILITY TO USE, (II) USE, AND/OR (III) MISUSE OF, DATA; NOR SHALL THE FLASHBOTS PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE FLASHBOTS SERVICE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE RELATED TO THE FLASHBOTS SERVICE.

IN NO EVENT WILL THE FLASHBOTS PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF THE FLASHBOTS SERVICE, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY FLASHBOTS. THE FLASHBOTS PARTIES WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF ANY OF THE FLASHBOTS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE FLASHBOTS SERVICE; (II) THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS OR PERSONALIZATION SETTINGS; (III) THE COST OF GETTING SUBSTITUTE SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE FLASHBOTS SERVICE; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (V) STATEMENTS OR CONDUCT OF ANYONE ON THE FLASHBOTS SERVICE; (VI) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (VII) ANY OTHER MATTER RELATING TO THE FLASHBOTS SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD THE FLASHBOTS PARTIES RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE FLASHBOTS SERVICE.

Because some jurisdictions may prohibit limitations of liability for consequential or incidental damages, in such jurisdictions the limitation of liability only with respect to consequential or incidental damages may not apply to You, and the respective liability of the Flashbots Parties shall be limited to the greatest extent allowable under applicable law in those states.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Your remedies under these Terms of Service fail, then You expressly agree that under no circumstances will the total, aggregate liability of the Flashbots Parties to You or any party claiming by or through You for any cause whatsoever, exceed 100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

LINKS TO THIRD-PARTY SITES

Links found in the Flashbots Services or Flashbots Sites may let you leave the Flashbots Services to enter other sites. You acknowledge that such linked sites are not under the control of FLASHBOTS, and the Flashbots Parties are not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. The Flashbots Parties are not responsible for any form of transmission received from any linked site. FLASHBOTS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the site by FLASHBOTS. Once you transfer to another site, you are subject to their terms of use, privacy policy and cookie policy, if any.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Flashbots Parties from and against all federal, state, and international claims, demands, losses, costs, and/or expenses, including attorneys' fees, arising out of the use of the Flashbots Services by You. By way of clarification and not limitation, you acknowledge that this indemnification applies to each of the Flashbots Parties.

TERMINATION

FLASHBOTS reserves the right to terminate Your access to the Flashbots Services at any time, without notice, for any reason whatsoever, including without limitation, violation of these ToS or the FLASHBOTS POLICIES, or conduct that FLASHBOTS, in its sole discretion, considers to be unacceptable.

You agree that the Flashbots Parties will not be liable to You or to any third party for any such termination or any suspension, or modification of Your access to the Flashbots Services.

These Terms of Service shall survive the termination of Your access to the Flashbots Services to the full extent necessary for their enforcement and for the protection of the party in whose favor they operate.

TRADEMARKS

You will not use any trademarks, service marks, service or trade names, logos, and other designations of Flashbots Parties that we may make available to You or on the Flashbots Sites unless You first obtain our written consent.

NOTICE

To You: FLASHBOTS may provide any notice to You under this ToS using commercially reasonable means, including: (i) posting a notice on the Flashbots Sites; (ii) sending a direct message to Your email address or social media account; (iii) posting the notice in the interface of the applicable Flashbots Service, if applicable; or (iv) using public communication channels. Notices we provide by posting on the Flashbots Sites or using public communication channels will be effective upon posting, and notices we provide by direct message will be effective when we send the message. It is Your responsibility to keep Your email and social media contact information current to the extent You use them to communicate with FLASHBOTS. You will be deemed to have received any direct message then associated with Your use of Flashbots Services or Flashbots Sites, whether or not You actually receive the direct message.

To Us: To give FLASHBOTS notice under these ToS, You must contact FLASHBOTS by email at legal@flashbots.net . For support inquiries, You may contact FLASHBOTS by info@flashbots.net .

CHOICE OF LAW

These Terms of Service and any access or use of the Flashbots Services are governed by and construed in accordance with the laws of the Cayman Islands, excluding that body of laws pertaining to conflict of laws. If any provision of these Terms of Service is determined by a competent court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable.

DISPUTE RESOLUTION

THIS SECTION MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. BY AGREEING TO THESE TERMS OF SERVICE YOU WAIVE ANY RIGHT TO TRIAL BY JURY AND A WAIVER OF CLASS ACTIONS.

Any dispute, controversy or claim arising out of or relating to these Terms of Service, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be London, United Kingdom. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Unless otherwise agreed in writing between the parties, the arbitration shall be administered by the JAMS in accordance with JAMS International Arbitration Rules. The arbitrator shall apply the laws applicable in the Cayman Islands (without regard to the conflict of laws rules thereof). Judgment on the arbitral award may be entered in any court having jurisdiction thereof. The foregoing arbitration provisions shall not preclude either party from seeking an injunction or other provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall, in the arbitral award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and reasonable attorneys' fees of the prevailing party, for payment by the non-prevailing party, and shall determine the prevailing party for this purpose. The parties further agree that (i) any claims brought by either party must be brought in such party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, and (ii) the arbitrator may not (x) consolidate more than one person's claims, (y) otherwise preside over any form of a representative or class proceeding or (z) award class-wide relief.

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE FLASHBOTS PARTIES ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND THE FLASHBOTS PARTIES EXPRESSLY WAIVES ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.

FLASHBOTS POLICIES APPENDIX

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