

Terms of Service

Last Updated: August 2025

Please read these Terms of Service (the "Terms") and our Privacy Policy ("Privacy Policy") carefully because they govern your use of the website located at <https://liquidops.io/> (the "Website"), the documentation site located at <https://docs.liquidops.io/> (the "Docs"), and the overcollateralized lending and borrowing protocol services accessible via these sites offered by Liquid Labs Software Ltd. ("Liquid Labs," "LiquidOps," "Company," "we," "us," or "our"). To make these Terms easier to read, the Website, Docs, and our services are collectively called the "Services."

NOTICE ON PROHIBITED USE – RESTRICTED PERSONS

THE SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY:

PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A "RESTRICTED PERSON").

WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, DO NOT ATTEMPT TO USE THE SERVICES. USE OF A VIRTUAL PRIVATE NETWORK ("VPN") OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

IMPORTANT NOTICE REGARDING ARBITRATION

FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND COMPANY THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 14 "DISPUTE RESOLUTION" BELOW FOR DETAILS REGARDING ARBITRATION.

1. Agreement to Terms

By using our Services, you agree to be bound by these Terms. If you don't agree to be bound by these Terms, do not use the Services.

2. Privacy Policy

Please review our Privacy Policy, which also governs your use of the Services and explains how we collect, use, and share your information. By using the Services, you agree to the collection and use of information in accordance with our Privacy Policy.

3. Changes to these Terms or the Services

We may update the Terms from time to time in our sole discretion. If we do, we'll let you know by posting the updated Terms on the Site and/or may also send other communications. It's important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. Who May Use the Services?

4.1 Eligibility

You may use the Services only if you are 18 years or older and capable of forming a binding contract with Company, and not otherwise barred from using the Services under applicable law.

4.2 Compliance

In order to protect the integrity of the Services, we reserve the right, at any time, in our sole discretion, to block access to the Services from certain IP addresses and unique device identifiers. For the purposes of the Terms, "Restricted Territory" means Cuba, Iran, North Korea, Syria, Russia, the Crimea, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine, and any other country to which the United States embargoes goods or imposes similar sanctions.

5. About the Services

5.1 Service Description

The Services provide a non-custodial interface for interacting with the LiquidOps overcollateralized lending and borrowing protocol built on Arweave and AO. The Services enable you to:

- Lend digital assets to earn competitive interest rates
- Borrow digital assets using overcollateralized positions
- Monitor and manage lending and borrowing positions
- Participate in liquidation events and opportunities
- Access real-time market rates and liquidity information
- Utilize developer tools including our SDK and API
- Access comprehensive documentation and guides

5.2 Non-Custodial Nature

IMPORTANT: Company does not custody, control, or manage your digital assets. The Services are purely an interface for interacting with the LiquidOps protocol smart contracts deployed on Arweave and AO. All transactions occur directly on the blockchain through smart contracts that are not under our control.

5.3 Protocol Operations

You understand and acknowledge that:

- The underlying LiquidOps protocol operates through smart contracts deployed on Arweave and AO networks
- Company has no ability to reverse, cancel, or modify transactions once initiated on-chain
- Company is not responsible for the functionality, security, or performance of blockchain networks or smart contracts
- Smart contract risks include but are not limited to bugs, exploits, protocol failures, and economic attacks
- The protocol operates autonomously and may function independently of these Services

5.4 Wallet Connection and Screening

When you connect your non-custodial blockchain wallet to the Services:

- We collect and log your publicly-available blockchain address
- We may screen your wallet for any prior illicit activity using blockchain analytics providers
- We do not custody or control your wallet or private keys
- You remain solely responsible for the security of your wallet and all activities conducted through it

6. Lending and Borrowing

6.1 Lending Operations

When you lend assets through the Services:

- You deposit assets into the protocol to earn interest
- Interest rates are determined algorithmically based on supply and demand
- You receive oTokens representing your claim on the underlying assets plus accrued interest
- Your assets may be borrowed by other protocol users

6.2 Borrowing Operations

When you borrow assets through the Services:

- You must provide collateral exceeding the value of borrowed assets
- You pay interest on borrowed amounts determined by utilization rates
- Your collateral may be liquidated if positions become undercollateralized
- Borrowed assets can be used in other decentralized applications

6.3 Liquidations

The protocol includes automated liquidation mechanisms:

- Undercollateralized positions may be liquidated by third parties
- Liquidators receive incentives for maintaining protocol solvency
- Borrowers may lose a portion of their collateral during liquidation events
- Company does not control or operate liquidation processes

7. Fees and Costs

7.1 Protocol Fees

You agree to pay fees associated with protocol usage, including:

- **Interest Rates:** Variable rates on borrowed amounts determined by protocol algorithms
- **Network Fees:** Transaction fees required by Arweave and AO networks
- **Protocol Reserve:** A portion of interest may be allocated to protocol reserves

7.2 Third-Party Costs

You are responsible for:

- Gas and transaction fees on Arweave and AO networks
- Any costs associated with wallet services or blockchain interactions
- Potential slippage or MEV extraction during transaction execution

7.3 Taxes

You are solely responsible for determining, calculating, and paying all applicable taxes related to your use of the Services and any transactions you conduct.

8. Important Disclaimers

8.1 No Investment Advice

THE SERVICES DO NOT CONSTITUTE INVESTMENT, FINANCIAL, LEGAL, OR TAX ADVICE. COMPANY DOES NOT PROVIDE INVESTMENT RECOMMENDATIONS OR ENDORSE ANY DIGITAL ASSETS.

8.2 Protocol Independence

COMPANY PROVIDES AN INTERFACE TO THE LIQUIDOPS PROTOCOL BUT IS NOT RESPONSIBLE FOR PROTOCOL OPERATIONS, GOVERNANCE, OR OUTCOMES.

8.3 Asset Risks

DIGITAL ASSETS INVOLVED IN DEFI PROTOCOLS MAY EXPERIENCE EXTREME PRICE VOLATILITY, TOTAL LOSS OF VALUE, OR PERMANENT CAPITAL IMPAIRMENT. COMPANY MAKES NO GUARANTEES ABOUT THE STABILITY, VALUE, OR PERFORMANCE OF ANY DIGITAL ASSETS OR PROTOCOL POSITIONS.

9. Risk Disclosures

9.1 Smart Contract Risks

- Smart contracts may contain bugs, vulnerabilities, or behave unexpectedly
- Protocol upgrades or governance changes may affect functionality
- Economic attacks or exploits may result in loss of funds

9.2 Market Risks

- Interest rates fluctuate based on market conditions
- Asset prices may experience extreme volatility
- Liquidation events may result in losses exceeding expectations

9.3 Technical Risks

- Network congestion may prevent timely transactions
- Wallet compromises or lost private keys result in permanent fund loss
- Interface errors or downtime may impact user experience

9.4 Regulatory Risks

- Changing regulations may affect protocol or service availability
- Compliance requirements may limit access to Services
- Legal status of DeFi protocols remains uncertain in many jurisdictions

10. Prohibited Uses

You agree not to:

- a) Use the Services for any illegal purpose or in violation of any laws, including anti-money laundering and sanctions laws
- b) Engage in market manipulation, flash loan attacks, or other exploitative practices
- c) Attempt to interfere with, compromise, or attack the protocol or Services
- d) Use automated scripts, bots, or MEV strategies without considering their impact on other users
- e) Circumvent any security features, access restrictions, or risk parameters
- f) Transmit any viruses, worms, or malicious code
- g) Violate the intellectual property rights of Company or third parties
- h) Use the Services to facilitate money laundering, fraud, or other criminal activities
- i) Impersonate any person or entity or misrepresent your affiliation
- j) Access the Services from a Restricted Territory or facilitate access for Restricted Persons
- k) Attempt to manipulate protocol governance or economic mechanisms

11. Intellectual Property

The Services, including all content, features, and functionality, are owned by Company, its licensors, or other providers and are protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access and use the Services for personal, non-commercial purposes, subject to these Terms.

12. Third-Party Links and Services

The Services may contain links to third-party websites, protocols, or services including other DeFi protocols, wallets, and blockchain explorers. We are not responsible for the content, accuracy, security, or practices of third parties. Your use of third-party services is at your own risk and subject to their terms and conditions.

13. Warranty Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. THE PROTOCOL MAY EXPERIENCE DOWNTIME, BUGS, OR ECONOMIC ATTACKS THAT AFFECT FUNCTIONALITY.

14. Assumption of Risk

By using the Services, you acknowledge and assume the following risks:

- **Protocol Risk:** The LiquidOps protocol may fail, be exploited, or cease operations
- **Smart Contract Risk:** Smart contracts may contain bugs or behave unexpectedly
- **Liquidation Risk:** Your collateral may be liquidated at unfavorable prices
- **Interest Rate Risk:** Variable rates may increase borrowing costs significantly
- **Network Risk:** Arweave and AO networks may experience congestion, forks, or attacks
- **Regulatory Risk:** Digital asset regulations may change, affecting service availability
- **Value Risk:** Digital assets may lose some or all of their value
- **Technical Risk:** Wallet compromises, lost private keys, or transaction errors
- **Counterparty Risk:** Other protocol users may engage in adversarial behavior

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUES, OR DATA ARISING FROM YOUR USE OF THE SERVICES.

IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY EXCEED THE GREATER OF (A) \$100 OR (B) THE FEES PAID BY YOU TO COMPANY IN THE TWELVE MONTHS PRECEDING THE CLAIM.

COMPANY SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM PROTOCOL OPERATIONS, SMART CONTRACT FAILURES, LIQUIDATION EVENTS, OR MARKET VOLATILITY.

16. Dispute Resolution

16.1 Informal Resolution

Before initiating arbitration, you agree to contact us at hello@liquidops.io to attempt to resolve any dispute informally.

16.2 Binding Arbitration

Any disputes not resolved informally shall be resolved through binding arbitration under the American Arbitration Association's Consumer Arbitration Rules, conducted virtually or in the jurisdiction where Company is incorporated.

16.3 Class Action Waiver

YOU AGREE TO BRING CLAIMS ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

17. Indemnification

You agree to indemnify, defend, and hold harmless Company and its affiliates from any claims, damages, losses, or expenses (including attorneys' fees) arising from:

- Your use of the Services or interaction with the protocol
- Your violation of these Terms
- Your violation of any third-party rights or applicable laws
- Any transactions, lending, borrowing, or liquidation activities you conduct
- Your failure to pay taxes or comply with tax obligations

18. Termination

We may suspend or terminate your access to the Services at any time, with or without cause or notice. Upon termination, all licenses granted to you will immediately cease. Note that the underlying protocol may continue to operate independently of these Services.

19. General Provisions

19.1 Entire Agreement

These Terms constitute the entire agreement between you and Company regarding the Services.

19.2 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in effect.

19.3 No Waiver

Our failure to enforce any provision of these Terms shall not constitute a waiver of that provision.

19.4 Assignment

You may not assign these Terms without our prior written consent. We may assign these Terms at any time.

19.5 Notices

Notices to Company should be sent to: hello@liquidops.io

19.6 Survival

Provisions regarding intellectual property, disclaimers, liability limitations, indemnification, and dispute resolution shall survive termination of these Terms.

20. Contact Information

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

Liquid Labs Software Ltd.

Email: hello@liquidops.io

Address: 124 City Road, London, EC1V 2NX

21. Updates and Modifications

We reserve the right to modify these Terms at any time to comply with regulatory, legal, technical, or operational requirements. When we make changes:

- We will post the updated Terms on our Website and Documentation site
- We will update the "Last Updated" date
- Continued use of the Services after changes constitutes acceptance
- We encourage you to review these Terms regularly

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.