

GotSOL Terms of Service

Effective Date: September 20, 2025

1. Acceptance of Terms

By accessing or using GotSOL ("Service"), operated by GotSOL, LLC ("Company", "we", "us", or "our"), you ("User", "you", or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use the Service.

We may require you to create an account and provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activities conducted under your account. Misuse, misrepresentation, or unauthorized use of the Service constitutes a material breach of these Terms.

2. Description of Service

GotSOL is a non-custodial Solana-based platform that enables merchants to accept stablecoin payments and provides business tools for cryptocurrency transactions. The Service includes:

- Merchant payment processing tools
- Stablecoin payment acceptance
- Integration with third-party services including Jupiter aggregator and HeroSwap
- Business management tools for cryptocurrency transactions

We may enhance, update, or modify the Service from time to time to improve functionality, comply with legal obligations, or integrate new technologies. Certain features may require your acceptance of additional terms or policies.

3. Eligibility and Geographic Restrictions

The Service is available to users worldwide. You represent and warrant that:

- You are at least 18 years old
- You have the legal capacity to enter into these Terms

- You are not prohibited from using the Service under applicable law
- You will not use the Service for any illegal activities

Certain features or services may not be available in all jurisdictions due to regulatory restrictions. It is your responsibility to determine whether your use of the Service complies with local laws and regulations. We reserve the right to restrict or block access to the Service in jurisdictions where use is unlawful.

4. Prohibited Uses

You agree not to use the Service for:

- Any illegal activities including but not limited to money laundering, terrorist financing, or fraud
- Trafficking in illegal substances (except where legally permitted in your jurisdiction)
- Any activity that violates applicable laws or regulations
- Attempting to circumvent security measures or access controls
- Interfering with the proper functioning of the Service

You also agree not to: (i) reverse engineer, decompile, or disassemble any aspect of the Service; (ii) use automated systems (e.g., bots, scrapers) to extract data from the Service; (iii) engage in activities that could damage, disable, overburden, or impair our infrastructure; (iv) engage in, facilitate, or attempt to evade sanctions or AML laws, including use of obfuscation services (mixers/tumblers) to conceal source of funds; (v) use the Service from or for the benefit of any sanctioned person or in any comprehensively sanctioned jurisdiction; (vi) interfere with or bypass rate limits or access controls.

5. Non-Custodial Nature and Risk Disclosure

CRITICAL RISK WARNING: GotSOL is a non-custodial service. This means:

- You maintain full control and custody of your digital assets
- We do not hold, store, or have access to your private keys or digital assets
- All transactions are conducted directly on the Solana blockchain
- You are solely responsible for the security of your wallet and private keys
- Wallet management is handled by Privy, a third-party wallet service provider

- We do not control Privy's services and are not responsible for any issues with wallet functionality

CRITICAL SECURITY WARNING – NO PROFESSIONAL AUDITS:

- **Anchor Program:** The GotSOL Anchor smart contract program has NOT been professionally or officially audited by third-party security firms
- **Frontend Application:** The GotSOL frontend application has NOT been professionally or officially audited for security vulnerabilities
- **Unaudited Code Risk:** Using unaudited smart contracts and applications carries significant security risks
- **No Security Guarantees:** We make no representations or warranties about the security, safety, or reliability of our unaudited code
- **Use at Your Own Risk:** You acknowledge and accept that unaudited code may contain bugs, vulnerabilities, or security flaws that could result in loss of funds

You acknowledge and agree that:

- Digital asset transactions are irreversible
- Blockchain networks may experience downtime, congestion, or other issues
- The value of digital assets can fluctuate significantly
- You may lose some or all of your digital assets
- Third-party services integrated with GotSOL may experience issues or downtime
- **BLOCKCHAIN TRANSPARENCY RISK:** All transactions on public blockchains are permanent, immutable, and publicly visible
- **PHYSICAL SECURITY RISK:** Public blockchain records may expose your business activities and financial flows to anyone, potentially increasing physical security risks
- **NO PRIVACY:** Your transaction history, business relationships, and financial activities may be visible to competitors, criminals, or other parties
- **PERMANENT RECORDS:** Blockchain transactions cannot be deleted, modified, or made private under any circumstances

By using the Service, you acknowledge that cryptocurrency transactions are inherently risky, and you assume all risks related to the use, transfer, or exchange of digital assets. GotSOL does not provide

investment, legal, accounting, or tax advice, and you should consult qualified professionals before engaging in digital asset transactions.

6. Physical Security and Privacy Risks

CRITICAL WARNING – PHYSICAL SECURITY RISKS:

By using GotSOL, you acknowledge and accept the following risks:

- **Public Financial Records:** All your business transactions, payment flows, and financial activities are permanently recorded on the public Solana blockchain
- **No Privacy:** Anyone can view your transaction history, business relationships, customer payments, and financial patterns
- **Physical Security Exposure:** Public blockchain records may make you a target for physical theft or robbery; targeted attacks based on visible wealth; competitive intelligence gathering; or criminal targeting based on visible business success
- **Permanent Exposure:** These records cannot be deleted, hidden, or made private
- **Global Visibility:** Your business activities are visible to anyone worldwide with internet access

You assume full responsibility for these risks and acknowledge that GotSOL, LLC cannot protect you from the consequences of using public blockchain technology. While GotSOL does not sell or monetize your personal data, your use of third-party integrations may be subject to their respective privacy policies. You are encouraged to review those policies carefully. If you require privacy for your business transactions, **DO NOT USE THIS SERVICE.**

7. Service Availability and Modifications

We reserve the right to:

- Modify, suspend, or discontinue the Service at any time
- Change fee structures without prior notice
- Update or modify these Terms
- Restrict access to certain features or geographic regions

We do not guarantee continuous availability of the Service and are not responsible for any downtime, interruptions, or service modifications. Scheduled maintenance and unexpected outages may occur. We

will use commercially reasonable efforts to notify users of planned maintenance but make no guarantee of advance notice.

8. Third-Party Services and SaaS Dependencies

The Service integrates with third-party services and relies on various SaaS providers including:

- Jupiter aggregator for token swaps
- HeroSwap for additional swap functionality
- Solana blockchain network
- Privy for wallet management and authentication
- Supabase for database services and data storage
- Other SaaS providers for various backend services

Important Disclaimers:

- We do not control these third-party services and are not responsible for their availability, functionality, or any issues that may arise from their use
- SaaS provider downtime, outages, or service interruptions may affect the availability of our Service
- Upstream SaaS provider issues can cause downstream service disruptions beyond our control
- We are not responsible for any losses, damages, or business interruptions caused by third-party service failures
- Service availability is dependent on the continued operation of all integrated third-party services
- Use of third-party services is at your sole discretion and risk. GotSOL does not endorse, warrant, or assume responsibility for any third-party services. Any disputes between you and third-party providers must be resolved directly with those providers.

9. Fees and Payment

Fees may be assessed per transaction and/or at withdrawal. Current rates: 1.25% of gross Merchant withdrawal amounts and a 0.001% added fee on Jupiter swaps. Fees may be deducted from on-chain proceeds, netted, or invoiced. We may use third-party processors to collect fees.

All fees are non-refundable except as required by law. You are responsible for all blockchain network fees. You are solely responsible for all taxes arising from your use of the Service (including filings and remittances). We may, where required by law, collect or withhold taxes.

You authorize us to set off, net, or deduct any amounts you owe from amounts otherwise payable or facilitated through the Service. Past due amounts may accrue interest at the lesser of 1.5% per month or the maximum permitted by law and may be referred to collections; you agree to reimburse reasonable costs of collection.

10. Cookies and Local Storage

As a Progressive Web App (PWA) built with Next.js, we use cookies and local storage technologies.

10.1 Types of Cookies We Use

Essential Cookies (necessary for website functionality):

- Authentication cookies to keep you logged in
- Security cookies to protect against threats
- Session cookies to maintain your session
- Load balancing cookies to distribute traffic

Functional Cookies (enhance user experience):

- Preference cookies to remember your settings
- Language and theme cookies
- PWA cookies to support Progressive Web App functionality
- Session state cookies to maintain app state

Analytics Cookies (help us understand usage):

- Google Analytics cookies (ga, _ga[container-id], _gid, _gat)
- Performance cookies to measure website performance
- Usage statistics to understand popular features

Third-Party Cookies:

- Jupiter aggregator cookies for transaction tracking
- HeroSwap cookies for user experience
- Privy cookies for wallet management and authentication
- Supabase cookies for session management
- Social media cookies for sharing functionality

10.2 Local Storage Technologies

Local Storage:

- User preferences, theme settings, language settings
- Session data to maintain app state
- Cache data for offline functionality
- Transaction history for offline access

IndexedDB:

- Offline data for functionality
- Large datasets like transaction history
- Performance optimization

Service Worker Cache:

- Cached app resources for offline use
- Cached API responses for better performance
- Cached static content and images

10.3 Cookie Management

You can control cookies through your browser settings or our cookie consent banner. Disabling cookies may affect Service functionality including authentication, preferences, and offline features.

GDPR/CCPA Notice: If you are subject to GDPR, CCPA, or other data protection laws, you may have additional rights regarding cookies, tracking technologies, and personal data. Please refer to our Privacy Policy for details.

11. Intellectual Property

The Service and its original content, features, and functionality are owned by GotSOL, LLC and are protected by international copyright, trademark, patent, trade secret, and other intellectual property laws.

Subject to compliance with these Terms, GotSOL grants you a limited, non-exclusive, non-transferable, revocable license to use the Service for its intended purpose. You may not copy, modify, distribute, or create derivative works from the Service without our prior written consent.

12. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- WARRANTIES OF MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- ACCURACY, RELIABILITY, OR COMPLETENESS OF INFORMATION

TECHNICAL VULNERABILITIES AND EXPLOITS (Including but not limited to):

- Vulnerabilities in the Anchor GotSOL program (UNAUDITED - NO PROFESSIONAL SECURITY REVIEW)
- Frontend application bugs, exploits, or security flaws (UNAUDITED - NO PROFESSIONAL SECURITY REVIEW)
- Supabase database vulnerabilities or data breaches
- SolanaPay integration bugs or security issues
- Solana blockchain network vulnerabilities or exploits
- RPC provider vulnerabilities, downtime, or security breaches
- Smart contract bugs, exploits, or unexpected behavior (UNAUDITED CODE)
- Wallet integration vulnerabilities
- Authentication system bugs or exploits

- API vulnerabilities or security flaws

BUSINESS INFRASTRUCTURE VULNERABILITIES (Including but not limited to):

- Company wallet or key management vulnerabilities
- Business account security breaches
- Administrative access exploits
- Internal system vulnerabilities
- Third-party service integration bugs

SYSTEM-WIDE FAILURES (Including but not limited to):

- Full-stack application failures
- Database corruption or loss
- Network connectivity issues
- Service provider outages
- Blockchain network issues
- Smart contract execution failures

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE STATED IN WRITING, THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES; IN SUCH JURISDICTIONS, OUR DISCLAIMERS APPLY ONLY TO THE EXTENT PERMITTED BY LAW.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOTSOL, LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES
- LOSS OF DIGITAL ASSETS OR FUNDS
- BUSINESS INTERRUPTION OR DOWNTIME

- REPUTATIONAL DAMAGE
- HACKING, SECURITY BREACHES, OR UNAUTHORIZED ACCESS
- BUGS, ERRORS, OR MALFUNCTIONS IN THE SERVICE
- THIRD-PARTY SERVICE FAILURES
- TECHNICAL VULNERABILITIES AND EXPLOITS (as detailed in Section 12)
- BUSINESS INFRASTRUCTURE VULNERABILITIES (as detailed in Section 12)
- SYSTEM-WIDE FAILURES (as detailed in Section 12)

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT WILL GOTSOL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE EXCEED THE GREATER OF (A) THE TOTAL FEES YOU PAID TO GOTSOL IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) USD \$100.

THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW OR TO YOUR INDEMNIFICATION OBLIGATIONS, YOUR BREACH OF SECTION 11 (INTELLECTUAL PROPERTY) OR SECTION 24 (USER CONTENT LICENSE), OR EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT.

14. Indemnification

You agree to indemnify, defend, and hold harmless GotSOL, LLC and its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from:

- Your use of the Service
- Your violation of these Terms
- Your violation of any applicable laws or regulations
- Your violation of any third-party rights

Your indemnification obligations include reasonable attorney's fees, court costs, and expenses incurred in connection with defending such claims.

15. Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to:

- Natural disasters
- Government actions
- Blockchain network issues
- Third-party service failures
- Cyber attacks or security breaches
- TECHNICAL VULNERABILITIES AND EXPLOITS (as detailed in Section 12)
- BUSINESS INFRASTRUCTURE VULNERABILITIES (as detailed in Section 12)

16. Governing Law; Informal Process; Binding Arbitration; Class Waiver

These Terms are governed by the laws of the State of Wyoming, without regard to conflict of law principles.

Informal Resolution. Before initiating arbitration, the parties agree to attempt in good faith to resolve any dispute by providing written notice and engaging in informal discussions for 30 days. Notices to GotSOL must be sent to the email in Section 19 and “legal@” if provided on the Site.

Binding Arbitration. Any dispute that cannot be resolved informally shall be finally resolved by confidential, binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules (including, if applicable, the AAA Consumer Rules). The arbitration will be conducted by a single arbitrator. The seat and venue of arbitration shall be Teton County, Wyoming, except that the parties may agree to conduct hearings remotely. The arbitrator may award any relief available in court on an individual basis and shall apply these Terms consistent with the governing law provision above. Judgment on the award may be entered in any court of competent jurisdiction.

Costs. Each party shall bear its own arbitration costs and attorneys’ fees, except as otherwise required by applicable law or the AAA Rules, or as awarded by the arbitrator.

Small Claims; Injunctive Relief. Either party may bring qualifying claims in small-claims court on an individual basis. Either party may seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect intellectual property or prevent misuse, pending arbitration.

Class Action/Jury Trial Waiver. ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS. YOU WAIVE THE RIGHT TO A JURY TRIAL.

Limitations Period. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE.

17. Severability

If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect; the invalid provision shall be modified to the minimum extent necessary to be enforceable.

18. Entire Agreement

These Terms constitute the entire agreement between you and GotSOL, LLC regarding the use of the Service and supersede all prior agreements and understandings.

19. Contact Information

For questions about these Terms, please contact us at:

Email: gotsol-biz@protonmail.com

20. Updates to Terms

We reserve the right to update these Terms at any time. Material Changes; Arbitration Changes. For material changes, we will provide notice via the Service or email. Changes to the arbitration provisions will not apply to disputes of which we had actual notice on or before the date the change became effective unless you expressly consent. If you continue to use the Service after the effective date of changes, you accept the revised Terms.

21. Compliance; Sanctions; KYC

You represent and warrant that (a) you are not located in, organized in, or a resident of any country or territory subject to comprehensive U.S. sanctions (including, without limitation, Cuba, Iran, North Korea,

Syria, or the Crimea, Donetsk, or Luhansk regions of Ukraine), (b) you are not identified on, or owned or controlled by any person identified on, any U.S. government restricted party list (including the U.S. Treasury Department's Specially Designated Nationals List), and (c) you will not use the Service for, or in connection with, any person or entity on such lists or in such locations.

We may, in our sole discretion, deny, suspend, or terminate access to all or part of the Service if we reasonably believe this is necessary to comply with law, sanctions, or to manage fraud, financial crime, or security risk. We may request information (including KYC/EDD) to assess risk and compliance; your failure to timely provide requested information may result in suspension or termination.

22. User Representations

You represent, warrant, and covenant that: (a) you have the full right, power, and authority to enter into and perform under these Terms; (b) your use of the Service will be solely for lawful purposes and with digital assets that you lawfully own or control; (c) you will not use obfuscation tools (including “mixers” or “tumblers”) or chain-hopping schemes to evade law or conceal proceeds of crime; (d) you will comply with all applicable tax laws and obligations; and (e) all information you provide is and will remain accurate and complete.

23. Term; Suspension; Termination; Survival

These Terms take effect when you first access the Service and remain in effect until terminated. We may suspend or terminate access immediately (with or without notice) for violation of these Terms, legal/regulatory risk, fraud, security or operational risk, non-payment of fees, or if required by law or by our third-party partners. You may stop using the Service at any time.

Upon termination, sections that by their nature should survive (including Sections 5, 7–16, 21–30) shall survive. We have no obligation to retain or provide data after termination, except as required by law.

24. User Content License (Logos, Marks, Product Info)

If you upload, submit, or display content (e.g., logos, marks, product names, descriptions, or other materials), you grant GotSOL a worldwide, non-exclusive, royalty-free, sublicensable license to host, store, reproduce, display, perform, and use such content solely to operate, market, and provide the Service. You represent that you have all rights necessary to grant this license and that your content does not infringe any third-party rights or violate law. You may revoke the license prospectively by removing content; archival copies may be retained for legal and operational purposes.

25. DMCA; Repeat Infringer Policy

We respect intellectual property rights. If you believe content on the Service infringes your copyright, please send a notice to the contact in Section 19 with: (a) identification of the copyrighted work; (b) identification of the allegedly infringing material and its location; (c) your contact information; (d) a statement of good-faith belief; (e) a statement under penalty of perjury that the information is accurate and that you are the copyright owner or authorized agent; and (f) a physical or electronic signature. We may remove content and terminate accounts of repeat infringers.

26. Export Controls & Anti-Corruption

You agree to comply with all applicable export control, re-export, and anti-boycott laws and regulations. You shall not use the Service in violation of the U.S. Foreign Corrupt Practices Act or other anti-bribery/anti-corruption laws, and you shall not make or offer any improper payments, gifts, or anything of value to any government official or private party to obtain or retain business.

27. Electronic Communications; E-Sign Consent

You consent to receive electronic communications from us, including agreements, notices, and disclosures, and agree such communications satisfy any legal requirements that such communications be in writing. You consent to the use of electronic signatures and records in connection with the Service.

28. Beta Features; No Reliance

We may label certain features as alpha, beta, preview, or test (“Beta Features”). Beta Features may be incomplete or change at any time and are provided “AS IS,” without warranty or service commitments. You assume all risk of use and agree not to rely on Beta Features for production-critical activities.

29. APIs & Rate Limits

If we provide APIs, we may set and enforce limits on your use (e.g., rate limits, access caps). You agree not to circumvent limits or degrade the Service. We may revoke or suspend API access at any time for suspected misuse or risk.

30. Miscellaneous

Assignment. You may not assign these Terms without our prior written consent; we may assign to an affiliate or in connection with a merger, acquisition, or sale of assets.

No Agency. These Terms do not create any partnership, joint venture, or agency relationship.

No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.

Severability; Reformation. If any provision is held invalid, the remainder remains in effect; the invalid provision shall be modified to the minimum extent necessary to be enforceable.

Waiver. A failure to enforce any provision is not a waiver.

Order of Precedence. If there is a conflict between these Terms and any policy or supplemental terms, the supplemental terms govern for the conflicting subject matter.