



Merkl Terms and Conditions

Last revised: May 13th, 2026

These Terms and Conditions, as may be updated from time to time (the **Terms and Conditions**), govern the terms upon which Angle Labs (as defined below) shall supply You (the **Incentivizer**) with the Merkl Services (as defined below).

Please read these Terms and Conditions before You use the Merkl Services. These Terms and Conditions tell You who we are, how we will provide the Merkl Services to You, how You and We may change or end the contract, what to do if there is a problem and other important information.

These Terms and Conditions are concluded between:

- **Angle Labs, Inc.**, a BVI Business Company organized under the laws of British Virgin Islands, having its registered office located at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands, and incorporated under number 2068050, duly represented by Mr. Pablo Veyrat (email address: contact@merkl.xyz), hereafter designated as **Angle Labs**, owner of the **Merkl** brand;
- and the Incentivizer, a natural person or legal person, acting in the capacity of professional, who (i) visits or uses Merkl's web application directly at the url <https://app.merkl.xyz/> (the **Application**) published by Angle Labs and/or (ii) uses the Merkl Services that are offered therein, such as those defined in the article entitled "Definitions" of these Terms and Conditions.

By utilizing the Merkl Services, You acknowledge and agree that You have read this document and that You agree to be bound by it.

Angle Labs and the Incentivizer are hereafter individually referred to as a **Party** and jointly referred to as the **Parties**.

BACKGROUND

Please visit the Application and read all the sections for Yourself. The Application provides a non-binding description of the Merkl Services that will be offered by Angle Labs.

The Incentivizer expressly acknowledges that the Merkl Services constitute a neutral technical infrastructure for the distribution of digital assets selected by the Incentivizer. The Incentivizer is the economic principal and legal originator of any distribution carried out through the Merkl Services. Angle Labs operates the infrastructure and does not act as a counterparty, sponsor, endorser, guarantor, advisor, or fiduciary in connection with any campaign created by the Incentivizer.

DEFINITIONS

In addition to the terms defined elsewhere in these Terms and Conditions, capitalized terms will have the meanings indicated below, whether in the singular or plural.

Angle Labs means Angle Labs, and *Us*, *We* or *Ours* in these Terms and Conditions.

Application means the application available at <https://app.merkl.xyz/> on which You can access the Merkl Services.

Fees has the meaning ascribed to it in Article 4.

Incentivizor means You, and *You, Your, Yours*.

MerkI Campaign means the incentivization campaign that can be created by Incentivizors through the Merkl Services. When creating a Merkl Campaign, the Incentivizor may be asked, among other things, to provide information such as the name of the token to be distributed as a reward, the timeframe over which the tokens shall be distributed, the Incentivizor's public address, whitelisted addresses, blacklisted addresses, eligibility logic, hooks, and any other campaign parameters. The exact nature of the required information will be specified on the dedicated section of the Application when the Incentivizor elects to create a Merkl Campaign.

MerkI Documentation Portal means the page accessible at <https://docs.merkI.xyz/>.

MerkI Services means the Merkl services that may be provided by Angle Labs, as described in Article 3.

Recipient means any wallet address, smart contract, or person who is or may become eligible to receive rewards distributed through a Merkl Campaign.

Verification Period has the meaning ascribed to it in Article 3.

INTERPRETATION

Unless the context of these Terms and Conditions otherwise requires:

- words of any gender include all other genders;
- words using the singular or plural also include the plural or singular respectively;
- the terms "hereof", "hereby", "hereto" and derivatives of similar words refer to this entire document;
- the word "including" shall mean "including without limitation".

1. SUBJECT

Angle Labs has developed the Application through which it presents the Merkl Services that it offers.

The Application and the Merkl Documentation Portal are also intended to provide Incentivizors with information in order to discover the activity of Angle Labs, its news (events, publications, etc.) and tutorials to guide them in their use of the Application. They also propose features and/or information that enable the Incentivizor to contact Angle Labs.

These Terms and Conditions define the Application access conditions, as well as the conditions of its use and of the online content offered therein, as well as of its features. These Terms and Conditions also govern the delivery of Merkl Services to the Incentivizor in return for the Incentivizor's compliance with the obligations and guarantees stipulated in these Terms and Conditions.

It is specified that these Terms and Conditions are the only contractual documents relating to the Merkl Services enforceable against Angle Labs, thereby excluding any other document (prospectus, summary information document, presentation of Merkl Services, etc.) that are only for information and non-contractual purposes, and to the exclusion of all other possible conditions of service, sale or purchase that can in no way be enforceable against Angle Labs.

2. TERMS OF ACCEPTANCE AND ENFORCEABILITY OF THE TERMS AND CONDITIONS

Any Incentivizer accessing the Application is required to read these Terms and Conditions, which can be accessed and downloaded via the "Terms and Conditions" section on all pages of the Application and must respect the terms thereof.

The Terms and Conditions and the content of these sections can also be communicated by Angle Labs by e-mail upon request by the Incentivizer to: contact@merkl.xyz.

These Terms and Conditions are formally accepted by the Incentivizer when (i) accessing the Application and (ii) using the Merkl Services.

Angle Labs reserves the right to adapt or modify these Terms and Conditions at any time, without notice. Any new version posted online will prevail over any previous version, notably printed or saved in digital or paper format by the Incentivizer. The Incentivizer is therefore invited to review and read these Terms and Conditions on a regular basis. The applicable version of the Terms and Conditions is the one accessible online while the Incentivizer is visiting and using the Application.

Your continued use of the Application after any such changes, with or without having explicitly accepted the new Terms and Conditions, shall constitute Your consent to such changes.

If You do not agree to such changes, You have no right to obtain information, use the Merkl Services, or access to the Application and must immediately cease use of it.

Incentivizers declare and acknowledge to remain responsible for verifying regularly these Terms and Conditions in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Application.

The Incentivizer who does not wish to accept the new Terms and Conditions can reject them and stop using the Merkl Services, under the conditions indicated below.

You understand and agree that We may discontinue or restrict Your use of the Application at any time for any reason or no reason with or without notice and without reference to You and there is no right of appeal.

We reserve the right to restrict Your access from engaging with the Merkl Services. You agree that we have the right to restrict Your access to the Merkl Services via any technically available methods if We suspect, in Our sole discretion, that (a) You are using the Merkl Services for money laundering or any illegal activity; (b) You have engaged in fraudulent activity; (c) You have acquired digital assets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) You are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, His Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either You, as an individual or an entity, are listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists"), or any other sanctions lists administered by OFAC; (f) You are located, organized, or resident in a jurisdiction subject to comprehensive sanctions administered by OFAC, the European Union, the United Nations, His Majesty's Treasury, or any other applicable authority, or in any jurisdiction that Angle Labs designates from time to time as a restricted jurisdiction; or (g) You have otherwise acted in violation of these Terms and Conditions. If We have a reasonable suspicion that you are utilizing the Application for illegal purposes, We reserve the right to take whatever action We deem appropriate.

These Terms and Conditions are concluded for an indefinite period.

The Incentivizer acknowledges her/his awareness of the nature, purpose and characteristics of the Application and Merkl Services, as well as of the prerequisites for their use. S/he acknowledges having requested and obtained all necessary information, notably with regard to the quantitative and qualitative characteristics of the Merkl Services, enabling her/him to assess the suitability of the Merkl Services for her/his needs and to enter into the Terms and Conditions with full knowledge of the facts. The Incentivizer is solely responsible for the choice to use the Application and the Merkl Services so that the responsibility of Angle Labs cannot be pursued in any way in this respect.

3. DESCRIPTION OF THE MERKL SERVICES

Angle Labs' purpose is to offer its Incentivizers a solution to incentivize any complex onchain and offchain behavior by deploying Merkl Campaigns in which Incentivizers select a token to distribute, an amount of that same token, and a timeframe over which the token should be distributed as a reward. The Merkl Services are described within the dedicated section of the Merkl Documentation Portal.

The specific characteristics of each Merkl Campaign shall be specified by the Incentivizer when creating said Merkl Campaign. Please note that there may be a slight delay before a Merkl Campaign appears on the Application.

3.1 Incentivizer responsibility for campaign design

The Incentivizer is solely responsible for the design, parameters, eligibility logic, blacklist, whitelist, hook configuration, recipient targeting, and any other specification of each Merkl Campaign. Angle Labs does not review, validate, audit, endorse, or warrant the economic, technical, regulatory, or legal soundness of any campaign parameters chosen by the Incentivizer.

The Incentivizer acknowledges that the Merkl Services distribute rewards on a permissionless basis to wallet addresses whose holders' identities, jurisdictions, and legal status are unknown to Angle Labs. The Incentivizer bears sole responsibility for (i) any sanctions, anti-money laundering, know-your-customer, tax withholding, securities law, consumer protection, gambling law, lottery law, sweepstakes law, or other regulatory obligation triggered by distributing tokens to Recipients in any jurisdiction; (ii) determining whether the campaign is lawful in each jurisdiction where Recipients may be located, organized, or resident; and (iii) implementing any geoblocking, address screening, or eligibility filtering the Incentivizer deems necessary, including through the blacklist, whitelist, or hook functionality made available on the Application. Angle Labs does not screen Recipients and has no obligation to do so.

3.2 Verification Period

Incentivizers will have the opportunity to review distributions associated with their Merkl Campaign at least one (1) hour before the rewards are distributed (the **Verification Period**). The Verification Period begins when the campaign or distribution becomes visible on the Application, and the Incentivizer is solely responsible for monitoring its campaign during this window. Angle Labs has no obligation to notify the Incentivizer that the Verification Period has begun or is about to end. During the Verification Period, You will have one last chance to verify that the Merkl Campaign meets the characteristics You had in mind (i.e., to check if You have not made any mistake when entering the specifics of said Merkl Campaign). Failing to denounce the Merkl Campaign within the Verification Period will be deemed to be a formal and final confirmation of its specifics and of the ongoing distribution. After the Verification Period ends, the rewards will be distributed and the distribution shall be technically irreversible.

3.3 Right to terminate or modify campaigns

Notwithstanding any other provision of these Terms and Conditions, Angle Labs reserves the right, at its sole discretion and at any time, with or without prior notice to the Incentivizer, to pause, suspend, modify, refuse, terminate, or refuse to launch any Merkl Campaign, in whole or in part, if Angle Labs considers, in its sole discretion, that the campaign:

- presents a legal, regulatory, sanctions, reputational, security, or operational risk for Angle Labs, its affiliates, or any third party;
- is or may be unlawful, fraudulent, manipulative, deceptive, or harmful to any third party in any jurisdiction;
- involves a token, asset, protocol, or behavior that Angle Labs does not wish to support;
- may breach the rights of any third party, including intellectual property rights, contractual rights, or terms of service of any other protocol or platform;
- may trigger characterization of the rewards as securities, derivatives, gambling instruments, or any other regulated instrument in any jurisdiction;
- is technically defective, exploited, or subject to a smart contract vulnerability;
- violates these Terms and Conditions or any applicable policy of Angle Labs.

In the event of early termination of a Merkl Campaign by Angle Labs under this Article 3.3, Angle Labs shall use reasonable endeavours to return undistributed rewards to the Incentivizer's originating address, but shall not be required to do so where doing so would itself create legal, regulatory, sanctions, or security risk. The Incentivizer expressly waives any claim for damages, lost profit, reputational harm, or any other loss arising from such termination, pause, suspension, modification, or refusal.

3.4 Evolution of the Merkl Services

Angle Labs will be able to widen its range of Merkl Services by releasing new services on the Application. These new services are deemed to be an integral part of the Merkl Services as defined in the Article "Definitions" of these Terms and Conditions and will be governed by these Terms and Conditions. Unless otherwise indicated, the new Merkl Services may be used by the Incentivizer as soon as they are effectively available on the Application.

To the maximum extent permitted by law, Angle Labs may, at any time and without notice, develop, improve or adapt the Application and the Merkl Services, and more generally the services offered, in view of an improvement for example of the features offered on the Application or within the framework of the Merkl Services. This may include the roll-out of update(s), new version(s), new services or other services, or the removal of existing Merkl Services.

In case of definitive discontinuation of an existing Merkl Service, Angle Labs will take reasonable endeavours to notify the Incentivizers of this change with reasonable notice, and to provide them with alternative solutions (e.g., transfers to a third-party service provider, etc.). In case of definitive discontinuation of all Merkl Services, Angle Labs will proceed with the termination hereof.

Moreover, Angle Labs may at any time and without notice complete or modify the Application, its content and the Merkl Services available through it, according to the evolution of technologies. As relevant, the Incentivizer must ensure that her/his computer/phone resources are suitable for the changes of the Application and the Merkl Services.

4. FEES

In exchange for the Merkl Services described above, Angle Labs shall charge a maintenance fee applied to incentives that are sent by Incentivizers through the Merkl Campaign (the **Maintenance Fee**). The exact percentage of the Maintenance Fee will be displayed on the Merkl Campaign creation section of the Application. Please note that the exact calculation of the Maintenance Fee is subject to reduction on a case-by-case basis between the Parties. For instance, We, at our sole discretion, can decide not to apply the Maintenance Fee if the address incentivized is or contains a whitelisted token (e.g., an Angle Protocol stablecoin).

In addition, Angle Labs may charge the Incentivizers with an integration fee in exchange for a technical assistance allowing the Incentivizers' project to be compatible with the Merkl Campaign they wish to create (the **Integration Fee**). The exact amount of the Integration Fee will be proposed to the Incentivizer who will have to either accept or reject it.

Furthermore, Incentivizers may be charged with a residual fee corresponding to part or all of the rewards sent through the Merkl Services that would remain unclaimed for a period of more than one (1) year (the **Unclaimed Rewards Fee**). Where rewards remain unclaimed for more than one (1) year (including, without limitation, because they are addressed to smart contracts that cannot claim them, to addresses that have been excluded by the Incentivizer or by Angle Labs, or to addresses that simply do not interact with the claim functionality), Angle Labs reserves the right, at its sole discretion, to recover such unclaimed rewards in whole or in part and to reallocate, redistribute, or otherwise apply them as Angle Labs sees fit, including by reallocating them to other Merkl Campaigns, to other Recipients, to operational reserves, or to any other use consistent with the operation of the Merkl Services. The Incentivizer expressly waives any right to claim, recover, or be reimbursed for unclaimed rewards subject to this Article 4.

The Maintenance Fee, the Integration Fee, and the Unclaimed Rewards Fee are referred to as the **Fees**.

In addition to those Fees, gas fees may be applied. You recognize and acknowledge that gas fees are not within the control of Angle Labs.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

As the case may be, no legal guarantee of conformity applies to the Merkl Services and to these Terms and Conditions.

You hereby agree that by using the Merkl Services, You warrant, represent, and covenant the following to be true and to remain true throughout Your use of the Merkl Services:

5.1 Capacity and identity

- You are of sound mind and have the requisite power and authority to understand and agree to these Terms and Conditions and to carry out and perform the obligations as set out hereunder, and You fully understand English and this English version of these Terms and Conditions.
- You are of legal age (i.e., at least 18 years old) and have full legal capacity to enter into commitments under these Terms and Conditions.
- You are not a person, entity, or organization subject to any sanctions administered or enforced by OFAC, the European Union, the United Nations, His Majesty's Treasury, or any other applicable authority; You are not located, organized, or resident in a jurisdiction subject to comprehensive sanctions administered by such authorities; and You are not acting on behalf of any such person, entity, organization, or jurisdiction.

You are not a US citizen, US national, or US resident, nor do You act for an entity that is domiciled, organized, or majority-owned in or by US persons, except where Angle Labs has expressly agreed in writing to the contrary.

5.2 Title, source of funds, and lawfulness of the tokens distributed

- You have full legal title to, and the unconditional right to dispose of, all tokens You distribute through the Merkl Services.
- The tokens You distribute, and the funds used to acquire them, have not been derived from or related to any unlawful activity, including but not limited to money laundering, terrorist financing, fraud, theft, market manipulation, or the use of stolen funds.
- The distribution of such tokens through the Merkl Services does not violate the rights of any third party, including the issuer of the token, any contributor, holder, or licensor, and is not prohibited by the terms of any smart contract, license, or other agreement applicable to such tokens.
- You will not use the Application or the Merkl Services for unlawful purposes, including, but not limited to, sending or storing any unlawful material, fraudulent purposes, money laundering, sanctions evasion, market manipulation (including wash trading or spoofing), incentivizing attacks on third-party protocols, or any other manipulative or deceptive conduct. Angle Labs reserves the right to terminate Your use of the Merkl Services should You use or attempt to use the Application or Merkl Services for any such purpose.

5.3 Regulatory characterization, securities, and consumer law

- You acknowledge that the legal characterization of incentive rewards under securities laws, commodity laws, derivatives laws, consumer protection laws, gambling laws, lottery laws, sweepstakes laws, tax laws, and similar regimes varies by jurisdiction and is evolving. You alone are responsible for determining such characterization with respect to Your campaign in each jurisdiction where Recipients may be located, and for complying with all applicable legal and regulatory requirements that may result from such characterization, including any registration, licensing, prospectus, disclosure, or filing obligations.
- The distribution of tokens through Your Merkl Campaign does not constitute an unregistered securities offering, a public solicitation, an unlawful financial promotion, or any other regulated activity in any jurisdiction where Recipients may be located, or, to the extent it does, the offering qualifies for an applicable exemption that You have verified.
- You will not represent or imply that Angle Labs sponsors, endorses, guarantees, recommends, or is otherwise associated with the merits of Your campaign or its rewards.

5.4 Recipients and third-party claims

- You acknowledge and agree that Angle Labs is only entering into a contractual relationship with You, and that no Recipient or other person directly or indirectly receiving rewards allocated through the Merkl Services is a beneficiary, intended or otherwise, of these Terms and Conditions or of any obligation of Angle Labs.
- Any claim, complaint, dispute, or legal action brought by a Recipient (or by any person who believes they should have been a Recipient) in connection with Your Merkl Campaign, including but not limited to claims of unpaid rewards, miscalculated rewards, eligibility disputes, alleged misrepresentation, or alleged violation of any law

shall be directed solely to You. You will defend, indemnify, and hold Angle Labs harmless against any such claim.

5.5 Marketing, communications, and APR/APY representations

- You are solely responsible for any communication, marketing material, advertisement, public statement, social media post, documentation, or other representation made about Your Merkl Campaign, including any annual percentage rate (APR), annual percentage yield (APY), reward projection, yield estimate, or expected return. Such communications must be accurate, not misleading, and compliant with applicable law. Angle Labs makes no representation or warranty regarding any such projection or estimate, and shall not be liable for any claim arising from such communications.

5.6 Taxes

- You are solely responsible for any tax liability arising in connection with Your use of the Merkl Services, including but not limited to withholding taxes, income tax, value added tax, capital gains tax, and any other applicable tax, both with respect to Yourself and with respect to Recipients.
- You are solely responsible for any reporting obligation arising in connection with the distribution of rewards, including but not limited to obligations under DAC8, the OECD Crypto-Asset Reporting Framework (CARF), US Form 1099, and any equivalent regime. Angle Labs does not act as a withholding agent, tax intermediary, tax adviser, or reporting entity, and provides no information return or equivalent service in connection with Your campaign.

5.7 Acceptable use

- You will only use the Application for Your personal or professional and sole use.
- You will not use the Application to cause nuisance, annoyance, or inconvenience. You guarantee Us against any breach that may result from the Merkl Services' use.
- You will not impair the proper operation or reputation of the business of Angle Labs.
- You will not try to harm the business of Angle Labs in any way whatsoever.
- You will not use the Merkl Services to incentivize any behavior that is unlawful, fraudulent, manipulative (including wash trading, spoofing, layering, or market manipulation of any kind), abusive of any third-party protocol or smart contract, or designed to harm any third party.

5.8 Information, accuracy, and verification

- As the information available on the Application is provided solely for informational purposes, You shall take any and all steps to check and verify the completeness, accuracy, validity, and suitability of any and all information accessible on the Application.
- You acknowledge that in case You do not denounce any inaccuracy in the Merkl Campaign within the Verification Period, Your silence will be deemed to be a final and formal confirmation of the Merkl Campaign.
- You acknowledge that We do not warrant that Your access and use of the Application will be uninterrupted, timely, and free from errors, defects, malfunctions, viruses, malicious codes, or other harmful elements of any kind whatsoever.

5.9 Operational acknowledgements regarding the script and the distribution

- The Merkl Services are based on experimental software provided "AS IS" and "AS AVAILABLE" without warranties of any kind. As a consequence, You should use it at Your own discretion and own risk. There may notably be delays in the onchain Merkle root updates and there may be flaws in the script or in the infrastructure used to update results onchain. Everyone can permissionlessly dispute the rewards which are posted onchain, and when creating a Merkl Campaign, You are responsible for checking the results and eventually disputing them before the end of the Verification Period.
- If You specify an invalid address to incentivize or an address that is not marked as supported when creating a Merkl Campaign, Your rewards will not be taken into account; instead, all the rewards will be distributed to the address which created the Merkl Campaign so You can recover the funds.
- If You do not blacklist smart contracts which could be eligible for rewards (e.g., liquidity position managers or smart contract addresses holding LP tokens that are not natively supported by the Merkl system), then the script will not be able to take the specificities of these addresses into account, and it will reward them like a normal externally owned account would be. If these are smart contracts that do not support external rewards, then rewards that should be accruing to them will be lost.
- If rewards sent through the Merkl Services remain unclaimed for a period of more than one (1) year, Angle Labs reserves the right to recover, reallocate, redistribute, or otherwise apply such rewards in accordance with Article 4.
- By interacting with the Merkl Services smart contract to deposit an incentive for a pool, You are exposed to smart contract risk and to the offchain mechanism used to compute reward distribution.
- If the rewards You are sending are too small in value, or if You are sending rewards using a token that is not approved for it, Your rewards will not be handled by the script, and they will be lost.
- If You mistakenly send too much rewards compared with what You wanted to send, You will not be able to call them back. You will also not be able to prematurely end a reward distribution once created, except as provided in Article 3.3 (which is reserved exclusively to Angle Labs). In other words, You guarantee Us against any error in the amount of reward sent to the Merkl Services.
- The script handling reward distribution for an address may not look at all the onchain actions (e.g., swaps on a pool) during the time for which You are incentivizing, but just at a subset of it to gain in efficiency. Overall, by distributing incentives using the Merkl Services, You acknowledge that You are aware of how the script works, of the approximations it makes, and of the behaviors it may trigger (e.g., just-in-time liquidity).
- Rewards corresponding to incentives distributed through the Merkl Services do not compound block by block, but are regularly made available (through a Merkle root update) at a frequency which depends on the chain.

5.10 Value of digital assets

- You have sole responsibility for the acquisition, appreciation, or depreciation of the value of the digital assets related to the Merkl Services.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall Angle Labs (nor its officers, directors, employees, agents, representatives or affiliates) be liable for any direct, indirect,

punitive, incidental, special, or consequential damages or losses arising out of, or in any way connected with, Your access to, display on, or use of the Merkl Services or with the delay or inability to access, display, or use the Merkl Services, including, but not limited to: (i) Incentivizer errors or omissions in, or loss or damage incurred as a result of the use of any content made available through the Merkl Services; (ii) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Merkl Services; (iii) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (iv) interruption or cessation of function related to the Merkl Services; (v) unusual or illegal use of the Merkl Services; (vi) the prices displayed on the Application; (vii) any immaterial, indirect, successive, special, exemplary, punitive, or consequential damage, arising out of or in connection with these Terms and Conditions, such as a commercial loss, loss of profit, or commercial disorder; (viii) external events outside of Our control, including but not limited to breakdowns or malfunctions of the Merkl Services not caused by Angle Labs (cyberattack), bugs, viruses, requirements and risks inherent to the Application; (ix) regulations in force and mandatory in the country of the Incentivizer or of any Recipient; (x) the characterization of any reward distributed through the Merkl Services under any law of any jurisdiction; (xi) any pause, suspension, modification, or early termination of a Merkl Campaign carried out pursuant to Article 3.3; and (xii) force majeure events, whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if We have been advised of the possibility of such damages.

To the maximum extent permitted by law, the aggregate liability of Angle Labs to the Incentivizer arising out of or in connection with these Terms and Conditions, regardless of the form of action, shall not exceed the aggregate amount of Fees actually received by Angle Labs from the Incentivizer during the three (3) months preceding the event giving rise to the claim.

7. INDEMNIFICATION

You agree to indemnify and hold Angle Labs and Our affiliates, subsidiaries, and Our and their officers, directors, managers, employees, agents, representatives, suppliers, and contractors (the **Indemnified Parties**) harmless from any losses, damages, judgments, fines, penalties, sanctions, and costs, including legal fees and expenses, in connection with any claims, investigations, enforcement actions, or proceedings arising out of or relating to: (a) Your use of the Merkl Services; (b) Your violation of any law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement, or guideline (including, without limitation, securities laws, sanctions laws, anti-money laundering laws, tax laws, and consumer protection laws); (c) any misrepresentation by You; (d) Your breach of these Terms and Conditions; (e) any claim brought by a Recipient or by any person who believes they should have received rewards under Your Merkl Campaign; (f) any claim brought by the issuer of, or any other party holding rights in, a token distributed by You; and (g) any communication, marketing, or representation made by You in connection with Your Merkl Campaign.

For the avoidance of doubt, You shall indemnify Angle Labs and the Indemnified Parties from any claim initiated by the person directly or indirectly receiving the rewards as a consequence of Your use of the Merkl Services.

8. DISCLAIMERS

If You choose to use the Merkl Services, You do so entirely at Your own risk and, to the fullest extent permitted by applicable law, subject to the terms contained in this clause.

Angle Labs is not Your agent, broker, dealer, custodian, fiduciary, investment adviser, legal adviser, tax adviser, or trustee. The Merkl Services constitute a technical infrastructure for

distributing tokens selected by the Incentivizer. No statement made by Angle Labs, whether on the Application, in the Merkl Documentation Portal, in any communication, or otherwise, constitutes investment advice, legal advice, tax advice, regulatory advice, or a recommendation of any kind.

You acknowledge and agree that We do not have any obligations, whatsoever, or under any circumstances, to conduct any checks not required by applicable law, including but not limited to background checks, identity verification, or sanctions screening, on any Incentivizer or Recipient. We will only make such checks as are required by law or in Our opinion reasonably necessary in order to offer the Merkl Services.

You hereby acknowledge and agree that the Merkl Services as well as the Application are made available "as is" and "as available", with no warranties of any kind whatsoever, and that, without prejudice to the generality of the foregoing, We make no warranty regarding, and shall have no responsibility for, the accuracy, availability, reliability, security, fitness for purpose, or performance of the same.

We make no warranty that the Merkl Services, including but not restricted to any information provided via any communication, will meet Your requirements or will be available or made available in an uninterrupted, secure, or error-free basis.

We make no warranty in respect of the quality of any content, truthfulness, completeness, or reliability of any content obtained through the Application.

No advice or information, whether oral or in writing, obtained from Us or Our Application, will create any warranty expressly or otherwise, herein.

We disclaim any liability for interruption, delay, or errors in use and are not liable for any loss whatsoever, whether direct, indirect, or consequential.

Angle Labs does not guarantee, warrant, or represent that any item downloaded from the Internet on this Application is free from viruses. You are explicitly responsible for implementing appropriate procedures, anti-virus protection, and software to protect Yourself and Your data. Angle Labs is not liable for any damage caused to Your equipment due to the use of the Application or through material posted on the Application. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us. Your use is entirely at Your own risk.

Angle Labs bears no responsibility for the success or otherwise of the Merkl Services. You hereby acknowledge that the Merkl Services are in development stage and therefore Angle Labs cannot provide any warranty whatsoever in relation to the success or otherwise of the said Merkl Services.

The Application may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Us. We do not endorse or assume any responsibility for any such third-party websites, information, materials, products, or services. If You access a third-party website from the Application, You do so at Your own risk, and You understand that these Terms and Conditions do not apply to Your use of such websites. You expressly relieve Us from any and all liability arising from Your use of any third-party website, service, or content.

The regulatory status of digital assets remains unclear or unsettled in many jurisdictions. Some jurisdictions may implement legislation that will affect the Merkl Services. Angle Labs accepts no liability in relation to regulatory action that may be taken or which may affect Angle Labs in the future. Angle Labs may cease operations in any jurisdiction which takes regulatory action, changes laws adversely, or makes it commercially undesirable to operate in such jurisdiction.

The Incentivizer acknowledges and agrees that using the Merkl Services in order to create a Merkl Campaign does not give the Incentivizer any rights in the form of equity or debt interest in Angle Labs and/or its affiliates. The Incentivizer's rights are strictly limited to those set out under these Terms and Conditions.

The Incentivizer acknowledges and agrees that s/he may only access the Application using authorised means. Angle Labs is not liable if You do not have a compatible device, computer, operating system, browser, or any other software or hardware with which the technology is not compatible. Angle Labs reserves the right to terminate Your use thereof should You use or attempt to use an incompatible or unauthorised device.

The disclaimers are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms, or conditions of specific application disclosed by Angle Labs. In the event of a conflict between the Terms and Conditions and any additional policies, procedures, disclaimers, guidelines, rules, terms, or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms, or conditions of specific application shall take precedence.

9. PROVISIONS

Any reference to statute, enactment, order, or regulation, or other similar instrument made in these Terms and Conditions, shall be construed as a reference to such instrument as it is in force for the time being, taking into account any amendment, extension, application, consolidation, or re-enactment, and includes all and any subordinate legislation for the time being in force.

In the event that one or more of these Terms and Conditions, or any part thereof, is or becomes invalid, illegal, or unenforceable in any respect, it shall to the extent of such invalidity, illegality, or unenforceability be deemed to be severed and removed, and all remaining terms shall remain in full force and effect.

10. GENERAL TERMS

General notices from Angle Labs to the Incentivizers may be communicated through the dedicated Discord channel available at <https://discord.gg/Gs8MUrUVP3>, through the Application, or through any other public channel maintained by Angle Labs. Where formal notice is required under these Terms and Conditions or by law, Angle Labs may send such notice to the email address or wallet address associated with the Incentivizer's onboarding or use of the Merkl Services. The Incentivizer is responsible for maintaining accurate contact information.

Angle Labs draws the attention of the Incentivizers to the risks inherent in any economic operation involving digital assets. Use of the Merkl Services by the Incentivizers implies acceptance of these risks. Any financial losses suffered by the Incentivizer and resulting from the use of the Merkl Services will not constitute a situation of unpredictability and will not give rise to the right to take advantage of any legal or regulatory provisions that may be applicable to such a situation, which the Incentivizer formally acknowledges and accepts. The same applies more generally in the event that the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the Terms and Conditions, even if their execution proves excessively burdensome, with the Incentivizer agreeing to bear all economic and financial consequences and in this case to waive the possibility of claiming any legal or regulatory provisions that would be applicable to such a situation of unpredictability.

Any waiver of any breach of these Terms and Conditions by Angle Labs, or any default under any provision of these Terms and Conditions by the Incentivizer, shall only be valid if

agreed in writing. Any further or subsequent breach or default by the Incentivizer, whether similar or otherwise, shall in no way affect these Terms and Conditions. Any failure or delay, by either Party to these Terms and Conditions, to insist upon strict performance of any of the provisions of these Terms and Conditions shall not be construed as a waiver of any of its rights under these Terms and Conditions.

These Terms and Conditions contain all of the terms which the Parties have agreed to in relation to the use of the Application and use of the Merkl Services, and they supersede any prior written or oral content, agreement, representations, or undertakings between the Parties or made by third parties. It is acknowledged by the Incentivizer that they have not acted, relied on, or been induced to enter into the use of the Merkl Services by reason of any representations made by or on behalf of Angle Labs.

Unless otherwise stated, the periods and times indicated in these Terms and Conditions are in calendar days.

11. ASSIGNMENT

Angle Labs reserves the right to assign Our rights and duties under these Terms and Conditions to any person at any time without notice to You, nor will we seek Your approval on any such assignment. Angle Labs may proceed to a notification to the Incentivizers, for information only.

The Incentivizer may not assign, transfer, or delegate any of its rights or obligations under these Terms and Conditions without the prior written consent of Angle Labs.

12. LAW AND JURISDICTION

These Terms and Conditions shall be governed and construed in accordance with the laws of the British Virgin Islands, without regard to conflict of laws principles.

In case of dispute as to the interpretation or execution of these Terms and Conditions, the Parties will make every effort to find an amicable solution.

In the absence of an amicable resolution within thirty (30) days of written notice of the dispute, You acknowledge and accept that any claim or dispute shall be submitted to the exclusive jurisdiction of the competent courts of the British Virgin Islands.

These Terms and Conditions may be translated by Angle Labs or third parties into other languages. The English version will prevail in case of differences arising in translation.

13. CONTACT US

If You have any questions, do not hesitate to contact us using the following e-mail: contact@merkl.xyz.