# TERMS OF USE

# 4CAST TERMS AND CONDITIONS OF SERVICE

Last updated: 10th July 2024

By participating in or contributing to the 4Cast platform, you acknowledge that you have read these rules thoroughly and agree to abide by them unconditionally.

### 1. General

- **1.1** This Terms of Use agreement (the "Agreement") governs your use of the 4Cast Market platform (the "Platform"), a decentralized prediction market platform built on the Solana blockchain, provided by 4Cast Protocol (hereafter referred to as "4Cast", "4Cast Protocol", "4Cast Market" "Company", "we", "us", or "our"). The Platform is accessible through our website located at www.4cast.win (the "Site").
- **1.2** This TERM OF USE governs the Technology, Participation Rules, and platform (the "Platform") to you ("You", "Your" or "Participants") by Us. This Agreement should be read carefully by You in its entirety prior to Your use of the Platform

By using the Platform, you agree to be bound by these Terms, our Privacy Policy, and all other terms, policies, and guidelines incorporated by reference. If you do not agree to these Terms, you are not authorized to use the Platform.

- **1.3** This Agreement incorporates our Privacy Policy. By agreeing to this Agreement, you confirm that you also accept and agree to our Privacy Policy which can be found on our platform.
- **1.4** The 4Cast Market platform allows users to create and participate in prediction markets for various digital assets. While we provide the Platform for these activities, we do not initiate or create any specific prediction events. You may participate in prediction markets at your own discretion and risk vis-à-vis other users; however, such participation is solely the result of your (and other users') use of the Platform and not the result of any action on behalf of us. As such, we are not responsible in any form and/or manner for such activities by you and/or on your behalf.
- **1.5** These Terms come into force as soon as You complete the wallet connection process, which includes checking the box accepting these Terms and successfully creating an account. By using

any part of the Platform following account creation, You agree to these Terms applying to the use of the Platform.

The terms noted in these Terms shall prevail in the event of any conflict between the terms within these Terms and of any of the platform rules or other documents referred to in these Terms.

#### 2. Introduction

- **1.1** 4Cast Market is a decentralized prediction market platform built on the Solana blockchain, which allows users to create and participate in prediction markets for a wide range of digital assets. The Platform provides users with a transparent and unbiased environment in which to express their market views and earn rewards.
- **1.2** To access the Platform, you must use non-custodial wallet software that allows you to interact with the Solana blockchain. Your relationship with the non-custodial wallet provider is governed by the applicable terms of service of that third party, not this Agreement. Wallets are not operated by, maintained by, or affiliated with us, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. By connecting your wallet to our Platform, you agree to be bound by this Agreement and all of the terms incorporated herein by reference.
- **1.3** 4Cast Market provides a robust platform where users can convert their market predictions into tangible rewards by participating in prediction markets. The Platform encourages active engagement by rewarding users for their insights and contributions to the collective market intelligence.

### 3. Modification of this Agreement

We reserve the exclusive right to alter this Agreement at any time. Should we implement significant changes, we will inform you by updating the date at the beginning of the Agreement and keeping the latest version available. These changes will become effective upon posting. Your continued use of the Website indicates your acceptance of these changes. If you disagree with any modifications, you must stop accessing and using the Website immediately.

### 4. Definitions and Interpretation

- **4.1** In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:
  - "Event" shall mean any prediction market event available on the Platform.
  - "Funds" shall mean the digital assets authorized for use in order to make predictions.
  - "Prediction" shall mean a prediction you make with respect to an event.
  - "Site" shall mean any website and/or mobile site and/or mobile application via which

- you can access and use the Platform.
- "Smart Contract" means the smart contract on all blockchains via which the Prediction is registered, performed, and executed.
- "User" or "You" or "Your" shall mean any individual accessing or using the Platform.
- **4.2** Headings are for convenience only and do not affect the interpretation of this Agreement. The singular includes the plural and vice versa, and references to any gender include all genders.

# 5. Eligibility

# 5.1 Who is Entitled to Participate

You may only use the Platform and Site if you comply with all of the following:

- You are at least eighteen (18) years old; and
- You do not violate any law or regulation as a result of using the Platform and/or the Site.
- In this context, you agree that if you reside or are present in any jurisdiction that prohibits using the Platform and/or Site, you shall not participate in the prohibited activity.
- **5.2** The Platform and Site are intended for use only for users who are not prohibited by the laws of any applicable jurisdiction from using the Platform and/or the Site. The Platform does not intend to enable you to contravene applicable law, nor is it responsible for the verification of your compliance with applicable legislation. You represent, warrant, and agree to ensure that your use of the Site and Platform will comply with all applicable laws, statutes, and regulations. The offering and/or availability of the Site and/or Platform shall not be deemed or interpreted as a confirmation as to the legality of the use of the Site and/or Platform, nor as an offer or invitation by us to use the Site and/or Platform, if you reside and/or are present in a place in which such use is currently forbidden by law. You shall be solely responsible for determining whether your use of the Site and/or Platform is legal in the place where you live and/or use the Site and/or Platform. We make no representations or warranties, expressed or implied, concerning the legality of the Platform and/or of the Site and/or of any person's use of the Platform through the Site, and shall not be responsible for any illegal use of the Site and/or Platform by you. It is your responsibility to ensure that you comply with any and all laws applicable to you before any use of the Site and/or Platform. You should consult with legal counsel in the applicable jurisdiction about the legality of your use of the Site and/or Platform. In addition, as we hold no information as to your residency, citizenship, and/or location, we cannot ascertain what is the applicable legislation governing your use of the Platform and/or Site. Given that we only license the Platform to your use, and do not control nor handle the Predictions and/or Events, we are not responsible for the legality of such Predictions and/or Events.
- **5.3** To use the Platform, you must be at least 18 years of age and have the capacity to enter into a binding agreement in accordance with the laws of your jurisdiction. By using the Platform, you represent and warrant that you meet these age and capacity requirements and have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions set forth herein.

- **5.4** You are solely responsible for determining whether your use of the Platform is lawful in the jurisdiction in which you reside. It is your responsibility to inform yourself of and to abide by all applicable laws and regulations. You should also stay informed about any changes to such laws or regulations. The Platform makes no representation or warranty with respect to the legality of the Platform in any jurisdiction.
- **5.5** Users are strictly prohibited from using VPNs(Virtual Private Network) or any other technology to bypass geographic restrictions imposed by the Platform. Any attempt to do so will result in immediate termination of your account and forfeiture of any assets held within the account.

# 5.6 Prohibited Jurisdictions

Individuals who are located in or are residents of the following jurisdictions are prohibited from using the Platform:

- Afghanistan
- Belarus
- British Virgin Islands
- Canada (Ontario)
- Cayman Islands
- Central African Republic
- China
- Côte d'Ivoire (Ivory Coast)
- Crimea and Sevastopol
- Cuba
- Curação
- Democratic People's Republic of Korea
- Democratic Republic of Congo
- France
- Guinea
- Guinea-Bissau
- Haiti
- Iran
- Iraq
- Libya
- Mali
- Myanmar (Burma)
- North Korea
- Nicaragua
- The Netherlands
- Russia
- Singapore
- South Sudan
- Somalia
- Sudan

- Syria
- United Kingdom
- Ukraine (Russian-occupied territories)
- United States of America
- Yemen
- Zimbabwe

You are also prohibited from participating in any events or other use of the platform if you are listed on any sanctions asset blocking list or export denial list maintained by the U.S., E.U., Canada, or U.N., such as the Specially Designated Nationals and Blocked Persons ("SDN") List administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), the Entity List administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), Counter Narcotics Sanctions, Cyber-related Sanctions, Venezuela-related Sanctions, or the Complete List of Sanctions Programs and Country Information.

This list may be subject to change at any time without notice. Users are responsible for ensuring they are not accessing the Platform from a prohibited jurisdiction. If you are found to be accessing the Platform from a prohibited jurisdiction, your account will be terminated, and any assets held within the account will be forfeited.

#### 6. User Conduct

# **6.1** Participant Representations and Warranties

By using the Site and/or Platform, you make and maintain the following representations and warranties at all times during your participation (the "Participant Representations and Warranties"):

### 6.1.1 Compliance with Laws

- Your participation conforms with and does not breach the laws and regulations applicable in the jurisdiction in which you are located.
- You will not participate in the 4Cast Market Platform while located in any jurisdiction that prohibits the use of such platforms or which otherwise prohibits access to or use of the Platform.
- You are not engaged in any illegal trade, money laundering activities, or activities related to the financing of terrorism or the financing of the proliferation of weapons of mass destruction.
- You are not a Sanctioned Person, and neither you nor any of your affiliates are owned or controlled by a Sanctioned Person or involved in any transaction, transfer, or conduct that is likely to result in you or your affiliates becoming a Sanctioned Person.
- Neither you nor any of your affiliates is a Politically Exposed Person.
- You are not located in, incorporated, or otherwise established in, or a citizen or resident of, a Prohibited Jurisdiction.
- You have not breached any laws, been convicted or fined or otherwise penalized under any laws, received any oral or written notice from any enforcer of laws concerning

- actual or possible breach by you of any laws, or received any other report that you are the subject or target of enforcement action or investigation under any laws.
- You will not use the 4Cast Market Platform for any fraudulent or dishonest purpose.
- You will deal with other participants honestly and will not subject them to any dishonest activities.
- You are not bankrupt or insolvent or under administration.
- If a license or consent is required for you to participate under any laws, you have obtained such license or consent.
- You will not carry out any activity on the 4Cast Market Platform that involves publishing, distributing, or disseminating any illegal, unlawful, defamatory, or offensive material or information.
- You will not attempt to conceal any non-compliance by you with any laws or these Terms by using a VPN, proxy or any other method.

#### 6.1.2 Good Faith

You will act at all times in good faith towards other participants.

# 6.1.3 Legitimate Funds

- Any funds used in your participation are lawfully obtained and do not include any proceeds from any illegal or unlawful activity.
- You are the legal and beneficial owner of any funds with which you participate.
- If you are a natural person, you are not using borrowed funds in your participation.
- You are the legal and beneficial owner of the wallet with which you connect to the 4Cast Market Platform.

### 6.1.4 No Hacking

- You will not attempt to access the wallets or other restricted information of other participants or any persons other than yourself.
- You will not attempt to hack, infiltrate, modify, reverse-engineer, or disrupt the 4Cast Market Platform or any services or systems on or used by the Platform, or if you are not doing so legitimately in the course of contributing, attempt to alter any of its codings.
- You will not subject the Platform or any other participants or their equipment to any malware, ransomware, viruses, or any other harmful files or coding.
- You will not engage in any activities that impair the functionality of the Platform or impede participation by other participants.
- You will not engage in any activities that seek to interfere with or compromise the
  integrity, security, or proper functioning of any computer, server, network, personal
  device, or other information technology system, including, but not limited to, through
  any involvement in the deployment of viruses, Sybil attacks, or denial of service attacks.

#### 6.1.5 No Collusion or Interference

• You will not collude with or assist, or attempt to collude with or assist, any third parties,

- or use any device, robot, spider, algorithm, software, routine, or other method to defraud participants or interfere with the functioning or operational performance of the Platform.
- You will not use the Platform in any way which interferes or may interfere with other participants, or make any attempt to gain an unfair advantage over other participants, whether specifically prohibited by the applicable rules or not.
- You will only connect one wallet at a time to the Platform and will not duplicate your participation in any event, whether in an attempt to manipulate the result or for any other reason.

## 6.1.6 No Trolling

You will deal with other participants with respect and integrity and will not subject them to any abusive or disrespectful acts.

## 6.1.7 Adults of Sound Mind Only

- If you are an individual, you are at least 18 years old and are above the legal age of majority in your jurisdiction to participate in the Platform, and you are of sufficient mental age, maturity, and capacity to accept these Terms.
- If you are an individual, you are of sound mind and capable of taking responsibility for your own actions, including entering into this legally binding agreement.

# 6.1.8 Properly Established

If you are a corporate or other legal entity, you are duly organized, validly existing, and in good standing under the laws of your place of establishment or incorporation, and have all requisite corporate power and authority to participate. You are duly qualified to transact business and are in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect.

### 6.1.9 Aware of Risks and Risk Management

- You understand and accept that participating in the Platform is a high-risk activity which may lead to you losing a large part or even all of your funds.
- You are participating with funds you can afford to lose.
- You will use risk management strategies during your participation which are appropriate to your financial circumstances and objectives.

# 6.1.10 No Gambling Problem

- You have not been diagnosed or classified as a compulsive or problem gambler.
- You are not currently self-excluded from any gambling site or gambling premises, and you will cease participating immediately if you enter into a self-exclusion agreement with any gambling provider.

# 6.1.11 Knowledge and Experience

- You have knowledge of and experience in the digital asset space and are familiar with the functioning and intricacies of digital assets including SPL and ERC20 tokens and with decentralized finance and decentralized exchanges and markets.
- You have the necessary experience and knowledge to understand the risks involved in relation to each transaction you enter into, including the risks associated with predictions, transactions, trading, the relevant digital asset(s), and the risks inherent in using cryptographic and blockchain-based protocols.
- You have read and understood the 4Cast Market documentation.

# 6.1.12 Take Responsibility

- You make your own independent decisions to participate, to make predictions, and otherwise to engage in transactions, and are entirely and completely responsible for any consequential profits or losses.
- You are fully and solely responsible for the security of your wallet and passwords, seed
  phrases, and private keys. If you provide or make available your passwords, seed
  phrases, or private keys to anyone else you are fully and solely responsible for any
  consequent use of these.
- You are fully and solely responsible for obtaining your own independent financial, accounting, and tax advice, and for recording, reporting, paying, and accounting to any relevant governmental or taxation authority for any tax or other levy that may be payable on any winnings or profits.
- You are aware that you can opt out of participation in the Platform by excluding your wallet from participation within the settings view of the Platform. You are aware that this action cannot be undone.

### 6.1.13 No Lawsuits

- You will not require the platform liable under any circumstances for any losses, damages, claims, liabilities, costs, or expenses arising from any transactions, including any breach, partial performance, or non-performance of the transaction by the other party or parties to the transaction, or for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any participation.
- You will not require the platform responsible for any damage, loss, or injury resulting from hacking of, tampering with, or other unauthorized access to or use of the Platform or the information contained within it.

- You will not require the platform liable or responsible for:
  - o any errors, mistakes, inaccuracies, or omissions in, or non-availability of, any content made available through the Platform;
  - any loss or damage or personal injury of any nature whatsoever resulting from or connected to any access to or use of the Platform or any content made available through the Platform;
  - o any unauthorized access to or use of any secure server or database under the control of the platform, or the use of any information or data stored therein;
  - o any interruption or cessation of functions related to the Platform, including, but not limited to, any functions relating to participation in transactions or reliant on the availability of any particular prediction markets via the Platform;
  - any bugs, viruses, trojan horses, or any other malware that may be transmitted to or through the Platform or any other software utilized by or through the Platform;
  - o any cybersecurity events; or the defamatory, offensive, or illegal conduct of any third party.
- Under no circumstances will you require the platform liable for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount paid to the relevant parties in exchange for facilitating the relevant participation. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, strict liability, statutory liability, or any other basis, and even if the relevant parties have been advised of the possibility of such liability.

### 6.1.14 Understand the Terms

You have read, understand, and accept these Terms and will continue to abide by them.

# 6.1.15 Indemnity

You agree to indemnify and hold harmless 4Cast Market, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses, including legal fees, arising out of or in connection with any breach of these Terms by you and/or your use of the Site and/or Platform.

## 7. Proprietary Rights

**7.1** The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the platform, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

**7.2** These Terms grant you a limited, non-exclusive, non-transferable license to access and use the Platform. These rights are subject to the terms of these Terms and do not include any right to:

- Sell, license, sublicense, rent, lease, distribute, host, or otherwise commercially exploit the Platform;
- Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Platform;
- Access the Platform in order to build a similar or competitive website, product, or service.

### 7.3 You must not:

- Remove or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site;
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- Copy, reproduce, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Platform, except to:
- Store copies of such materials temporarily in RAM;
- Store files that are automatically cached by your Web browser for display enhancement purposes;
- Print a reasonable number of pages of the Platform for permitted use.

**7.4** If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms, your right to use the Platform will cease immediately, and you must, at our option, return or destroy any copies of the materials you have made.

**7.5** No right, title, or interest in or to the Platform or any content on the site is transferred to you, and all rights not expressly granted are reserved by the platform. Any use of the Platform not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

**7.6** The 4Cast name, the 4Cast logo, and all related names, logos, product and service names, designs, and slogans are trademarks of 4Cast or its affiliates or licensors. You must not use such marks without the prior written permission of the platform. All other names, logos, product and service names, designs, and slogans on this Platform are the trademarks of their respective owners.

# 8. Disclaimer of Warranties

THE SERVICES ARE OFFERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITH NO GUARANTEES OF ANY KIND. THIS INCLUDES, BUT IS NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, OWNERSHIP, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM BUSINESS PRACTICES OR TRADE USAGE.

#### 9. Modifications to Platform and Services

4Cast retains the exclusive right to alter or terminate any aspect of the Platform or Services at its discretion, with or without prior notice. 4Cast shall not be held responsible to you or any third party for any changes, suspension, or cessation of the Platform or Services.

#### 10. Use of Platform and Site

**10.1** Any prediction you make is registered, performed, and executed by a Smart Contract on the Solana blockchain. The prediction is not registered, performed, and/or executed by the Site and/or Platform. The Site and Platform provide a copy of the prediction as registered by the Smart Contract.

10.2 In order to make a prediction, you must provide the Platform with the access details of your wallet. Such access will be used by the Smart Contract to place a hold on the funds you wish to use in connection with that prediction and, to the extent that you lose in a prediction made in an Event, to transfer such funds to other users participating in the same Event who won their predictions. You hereby irrevocably provide the Smart Contract with access to your wallet and authorize it to transfer such funds in accordance with the provisions of this Agreement and the results of the Event. For the avoidance of doubt, it is hereby clarified that neither we nor the Platform hold your or any other user's funds, and such funds remain in your and the other users' wallets; upon the conclusion of the Event, the funds are automatically transferred according to the results of the Event through the implementation of Smart Contracts.

**10.3** You may make one or more predictions on any single Event, at your discretion. Once you make a prediction, it cannot be changed or canceled.

**10.4** If you win in a prediction made in an Event, the Smart Contract shall deduct a fee from your winnings and transfer it to the Platform; such fee is for the use of the Site and Platform. The fee may change from time to time at the sole and absolute discretion of the Platform.

**10.5** You cannot make a prediction after the Event is closed. Any prediction made after the Event is closed is invalid and does not entitle you to any payment, save for the receipt of the funds you used in connection with that prediction.

**10.6** The result of an Event is automatically confirmed by the Smart Contract in accordance with a third-party price feed; such third-party feed is the sole authoritative source of information to determine the results of the Event and is not open to any dispute and/or appeal. Immediately upon the end of the Event and the receipt of the results of the Event from the third-party feed, the results of the Event will be published on the Site, and the funds will be immediately transferred from the losers to the winners minus the fee that will be transferred to the Platform. In an event of conflict between the results published on the Site and the results registered with the Smart Contract, the latter shall prevail.

## 10.7 Deposits & Funds

Prior to your use of the Service and on an ongoing basis, you represent, warrant, covenant, and agree that:

- There is a risk of losing digital assets when using the Service and 4Cast Market has no responsibility to you for any such loss;
- You will not deposit funds that originate from criminal or other unauthorized activity;
- You will not deposit funds using payment methods that do not belong to you;
- All the funds deposited shall exclusively be used for Services available on the Platform;
- You will not withdraw or try to withdraw to payment methods that do not belong to you;
- You understand that by participating in the Services available on the Platform, you take the risk of losing money deposited;
- You accept and acknowledge that the value of digital assets can change dramatically depending on the market value;
- 4Cast Market shall not be treated as a financial institution;
- We may be required by anti-money laundering regulations and as part of our internal
  policies to make checks on the source of any funds placed on deposit by our customers.
  If our checks do not provide us with sufficient information about you, we may request
  further information from you from time to time, and you agree to promptly provide
  such information when requested to do so. We reserve the right to suspend or terminate
  your account should we be unable to satisfy ourselves that your source of funds is
  legitimate;
- Deposits may be subject to minimum and/or maximum limits, which may be determined by the method of deposit, your account and transaction history, limits imposed by you on yourself, or as otherwise determined by us at our sole discretion;
- Deposited funds will be credited to your account upon actual receipt of the same by us and/or our agents, as the case may be;

- We will hold funds deposited to your account separate from our own operational funds.
  In the event of insolvency, we provide no guarantee that deposited funds would be
  considered separate from our other assets and that all, or any, of your funds will be
  returned to you;
- 4Cast Market is not a financial institution, and funds deposited to your 4Cast Market Account are not insured by any government agency or otherwise protected by a deposit security scheme, nor will they bear interest;
- Any amounts owed by you to 4Cast Market pursuant to these Terms may be deducted, whether in full or in part, from funds held in your 4Cast Market Account without notice;
- You agree to only deposit funds which you intend to use to interact with and/or make use of the Services.

#### 10.8 Withdrawals

Due to the nature of the Services, and our ongoing anti-money laundering obligations, you are not entitled to a refund on any sums deposited to your 4Cast Market Account. You may, however, request a withdrawal of funds from your 4Cast Market Account if:

- You are not in breach of these Terms:
- Any identity or other verification checks that we are required to conduct pursuant to any applicable anti-money laundering

regulations and/or other applicable legislation have been completed to our satisfaction;

- You accept that all transactions may be checked to prevent money laundering and that any transactions made by you which we deem suspicious, may be reported to the appropriate authorities. We reserve the right to decline a withdrawal request and/or reverse the withdrawal of unspent or otherwise unused deposits until such time as the source of funds has been satisfactorily established; and
- There is no ongoing investigation into:
  - A market defect involving a prediction you have made and which requires a temporary freeze on withdrawal of funds; or
  - A breach by you of these Terms, including but not limited to, acting fraudulently, unlawfully, or engaging in improper activity (including cheating, use of unauthorized software, collusion, or criminal enterprise).

We may delay or cancel withdrawals in order to carry out additional checks which we may consider necessary, at our sole discretion, from time to time. We may refuse withdrawal requests and/or withhold funds if we discover any irregularities in the course of our investigations.

There may be circumstances in which funds are paid to you in error. We will use all reasonable endeavors to detect any such errors and inform you of them as soon as possible. In the event that you have been erroneously credited with any funds, you agree to hold those funds on trust for us and you will immediately repay the same to us upon request.

Whilst every effort is made to avoid mistakes when processing withdrawal requests, we will not be responsible or liable to you for your errors or omissions when requesting to withdraw your funds. In the event that any deposit or withdrawal request is processed incorrectly, it is your responsibility to inform us and we will use all reasonable efforts to resolve the issue.

By default, we will process and authorize withdrawals via the same payment method(s) used for depositing funds to your account. Should this not be possible, for whatever reason, or should you wish to initiate a withdrawal to a method other than that which was used for depositing funds, we may request additional documentation from you to prove that you are the legal holder of the requested withdrawal address. Further, and in accordance with our regulatory obligations, we may delay and/or suspend withdrawals from your account until such time as any such requests have been properly fulfilled to our sole satisfaction.

It is always your responsibility to:

- Ensure that all information pertaining to any payment methods associated with your 4Cast Market Account is current and up-to-date; and you further acknowledge and agree that failure to do so may result in deposit and/or withdrawal requests being declined;
- Notify us if you believe that any of the payment methods associated with your 4Cast
  Market Account have been compromised, or if you have been a victim of any identity
  fraud which may impact upon such payment methods. Upon notification, we will
  suspend your account to prevent any further interaction with the Services until such
  time as you request otherwise.

## 11. Equipment

**11.1** Your computer equipment, mobile device, and internet connection may affect the performance and/or operation of the Platform. We do not guarantee that the Platform will operate without faults or errors or that the Services will be provided without interruption. We do not accept any liability for any failures or issues that arise due to your equipment, internet connection, or internet or telecommunication service provider (including, for example, if you are unable to place predictions or to view or receive certain information in relation to particular events).

- **11.2** If you are using a mobile device for participating in predictions, please note that we will not be responsible for any damage to, or loss of data from the mobile device on which the Services are run, and will also not be responsible for any call, data, or other charges incurred whilst using the Services.
- **11.3** Due to limited display sizes on mobile devices, the mobile experience might differ slightly from other platforms. Differences might include, but are not limited to, the location of certain information on the platform and prediction details not being visible on all pages.

# 12. Software & Technology

- **12.1** In order for you to use the Platform and Services, you may need to download certain software (for example, tools for interacting with the Solana blockchain). Additionally, certain third-party product providers may require you to agree to additional terms and conditions governing the use of their products that are available on or through the Platform. If you do not accept those third-party terms and conditions, do not use the relevant third-party software. 4Cast Market does not accept any liability in respect of any third-party software.
- **12.2** We hereby grant you a personal, non-exclusive, non-transferable right to use the Platform for the sole purpose of accessing and using the Services on the Platform, in accordance with these Terms. This right to use our Platform will be immediately terminated once your user registration is canceled for any reason, especially, but not limited to, if you make use of that right with the aim of generating a parallel enterprise based on our Platform or our products, or with the aim of making use of an automated service or software analyzing, capturing, or somehow using the information shown on our Platform.
- **12.3** In the event of communications or system errors occurring in connection with the settlement of accounts or other features or components of the software, neither 4Cast nor the Software Provider will have any liability to you or to any third party in respect of such errors. 4Cast reserves the right in the event of such errors to remove all relevant products from the Platform and take any other action to correct such errors.
- **12.4** You hereby acknowledge that how you use the software is outside of 4Cast Market's control. Accordingly, you install and/or use the software at your own risk. 4Cast Market will not have any liability to you or to any third party in respect of your receipt of and/or use of the software.
- **12.5** The software may include confidential information which is secret and valuable to the Software Provider and/or 4Cast Market. You are not entitled to use or disclose that confidential information other than strictly in accordance with these Terms.

**12.6** 4Cast Market shall not be liable if for any reason the Platform is unavailable at any time or for any period. We reserve the right to make changes or corrections to, or to alter, suspend, or discontinue any aspect of the Platform and the content or services or products available through it, including your access to it.

12.7 You must not misuse the Platform by introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful. In particular, you must not access the Platform without authority, interfere with, damage, or disrupt the Platform or any part of it, any equipment or network on which the Platform is hosted, any software used in connection with the provision of the Platform, or any equipment, software, or website owned or used by a third party. You must not attack our Platform via a denial-of-service attack. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material arising due to your use of the Platform, software, or to your downloading of any material posted on it, or on any website linked to it.

## 13. Third Party Content

**13.1** 4Cast Market receives feeds, commentaries, and content from a number of suppliers. Certain third-party product providers may require you to agree to additional terms and conditions governing the use of their feeds, commentaries, and content. If you do not accept the relevant third-party terms and conditions, you agree not to use the relevant feeds, commentaries, or content.

**13.2** 4Cast Market does not accept any liability in respect of any third-party feeds, commentaries, and content.

**13.3** Where the Platform contains links to third-party websites and resources, these links are provided for your information only. 4Cast Market has no control over the content of these sites or resources and accepts no liability for them or for any loss or damage that may arise from your use of them. The inclusion of a link to a third-party website does not constitute an endorsement of that third party's website, product, or services, if applicable.

#### 14. Breach

**14.1** Without prejudice to any other rights, if you breach in whole or in part any provision contained herein, 4Cast Market reserves the right to take such action as it sees fit, including

terminating this Agreement or any other agreement in place with you and/or taking legal action against you.

**14.2** You agree to fully indemnify, defend, and hold harmless 4Cast Market and its shareholders, directors, agents, and employees from and against all claims, demands, liabilities, damages, losses, costs, and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of:

- Your breach of this Agreement, in whole or in part;
- Violation by you of any law or any third-party rights; and
- Use by you of the Service.

### 15. Contact Us

If you wish to file a contact or have questions about our services, policies, and terms of use, you can reach out to our customer support through Live Chat in our Community.