

PolyFund Terms of Service

Last Updated: July 2025

These Terms of Service (the “Terms”) govern your access to and use of the PolyFund platform, website, application interfaces, APIs, communications channels, and related services (collectively, the “Platform”). By accessing or using the Platform, connecting a wallet, creating an account, creating or managing a fund, depositing capital, submitting an order request, or otherwise interacting with any Platform feature, you agree to be bound by these Terms. If you do not agree, you must not access or use the Platform.

PolyFund provides software infrastructure only. It is not a bank, exchange, broker, dealer, clearing agency, custodian, investment adviser, portfolio manager, fiduciary, or agent for users or fund managers.

1. Eligibility; Restricted Persons; Geographic Restrictions

- You must be at least eighteen (18) years old and capable of entering into a binding contract to use the Platform. If you are using the Platform on behalf of an entity, you represent that you have authority to bind that entity.
- You may not use the Platform if you are a sanctioned person, on a prohibited or restricted party list, located in, resident in, incorporated in, registered in, or ordinarily operating from a restricted jurisdiction, or acting for or on behalf of any such person or entity.
- Without limiting the foregoing, Platform use for trading, fund management, fund participation, deposits, or order activity is not permitted for persons or entities connected to the United States, United Kingdom, France, Ontario, Singapore, Poland, Thailand, Australia, Belgium, Taiwan, the Netherlands, or any jurisdiction subject to comprehensive sanctions or where such use would violate applicable law.
- Use of VPNs, proxies, anonymization tools, or similar methods to evade geographic or compliance restrictions is prohibited.
- PolyFund may request information to verify eligibility, location, control, beneficial ownership, or compliance status and may deny, suspend, restrict, or terminate access, including placing accounts or wallets into close-only or view-only mode, at its sole discretion.

2. Nature of the Platform; No Brokerage; No Custody; No Fiduciary Duty

- PolyFund offers software tools that allow fund managers to create and manage funds and allows users to review those funds and choose whether to deposit capital. PolyFund does not recommend any manager, strategy, market, contract, allocation, or trade.
- PolyFund does not custody user assets, hold private keys, control user wallets, clear trades, guarantee trade settlement, provide trade execution services as principal, or act as agent for users.
- Nothing in these Terms creates any fiduciary duty, partnership, joint venture, agency, advisory, employment, or similar relationship between PolyFund and any user, manager, depositor, resolver, market maker, or third party.
- The only duties PolyFund owes are those expressly stated in these Terms.

3. Independent Managers; User Due Diligence; No Endorsement

- Fund managers operate independently from PolyFund. PolyFund does not verify, audit, endorse, underwrite, approve, supervise, or guarantee any manager, strategy, thesis, disclosures, communications, track record, risk controls, or performance claims.
- Any information shown on a fund page, profile, pitch, update, return chart, or communication may come from the manager or other third-party sources and may be incomplete, delayed, inaccurate, or misleading.
- You are solely responsible for vetting any fund manager and deciding whether to deposit capital. You must make your own independent assessment of a manager’s credibility, strategy, operational capacity, risks, and suitability before depositing funds.
- PolyFund is not responsible for losses, reputational damage, disputes, or disappointment arising from a manager’s conduct, strategy, trading decisions, communications, or performance.

4. Best-Effort Execution Model; Orders as Requests or Trading Intent

- An order submitted through PolyFund is a request or expression of trading intent only. It is not a guaranteed transaction, guaranteed fill, guaranteed price, guaranteed timing, or guaranteed availability of execution.
- PolyFund operates on a best-effort execution model. After an order request is created, resolvers or other execution participants may attempt to settle that request using available external liquidity, smart contracts, or third-party infrastructure.
- Execution may fail, be delayed, remain pending, be partially fulfilled, expire, be cancelled, become stale, or become uneconomic for reasons including but not limited to liquidity conditions, market movement, signature issues, wallet issues, RPC failures, gas estimation errors, nonce conflicts, blockchain congestion, oracle conditions, third-party platform issues, smart contract behavior, resolver availability, external outages, maintenance, or other technical or market causes.
- PolyFund does not guarantee execution, matching, routing, settlement, finality timing, or best execution of any order request.

5. Atomic Settlement; No Debit Unless Execution Succeeds

- Capital movement and position transfers occur only if and when the relevant on-chain transaction is successfully executed. If an order request is not executed on-chain, no funds should be debited and no position should be altered through that failed request.
- You acknowledge that blockchain transactions are generally final and irreversible once confirmed. PolyFund cannot reverse, cancel, claw back, or amend transactions after on-chain confirmation.
- User responsibility continues to apply even where orders are visible in the Platform interface, because interface status does not by itself constitute completed execution.

6. Third-Party Dependencies and External Systems

- The Platform relies on third-party systems and dependencies, including but not limited to blockchains, wallet software, RPC providers, oracle systems, external APIs, hosting providers, front-end infrastructure, smart contracts, resolver infrastructure, messaging systems, market venues, liquidity sources, market makers, and third-party protocols such as Polymarket or related market infrastructure.
- PolyFund does not control and is not responsible for the performance, availability, legality, uptime, latency, security, data integrity, pricing, settlement behavior, resolution behavior, or continued support of any third-party dependency.
- Issues affecting any third-party dependency may affect Platform behavior, displayed information, order handling, execution availability, fees, or market access, and PolyFund is not liable for resulting losses or consequences.

7. Risks; No Reliance; No Advice

- Use of the Platform involves substantial risk, including the possible loss of your entire deposit or other digital assets. Risks include market volatility, liquidity shortfalls, missed opportunities, front-end errors, smart contract bugs, oracle issues, market resolution disputes, bridge failures, hacks, phishing, malware, key compromise, social engineering, MEV, front-running, stale data, gas spikes, settlement delays, chain reorganizations, protocol changes, sanctions issues, tax consequences, and failures of third-party infrastructure.
- All content, metrics, analytics, dashboards, ROI figures, PnL data, explanations, documentation, fund pages, announcements, and communications are for general informational purposes only and may be incomplete or inaccurate.
- Nothing on the Platform constitutes legal, tax, accounting, investment, trading, brokerage, or fiduciary advice. You must seek your own professional advice and rely on your own judgment.

8. No Liability for Missed Trades, Hypothetical Profits, Strategy Outcomes, or Reputation

- PolyFund is not liable for missed trading opportunities, unrealized gains, hypothetical profits, lost ROI, opportunity cost, deterioration in a fund's rankings or track record, reputational impact, investor relations impact, or any strategy outcome resulting from unavailable execution, delayed execution, failed execution, partial execution, external market movement, external protocol behavior, or Platform downtime.

- No refund, credit, reimbursement, damages payment, or restoration of performance is owed merely because a strategy would allegedly have performed better absent a technical issue or because a manager asserts that a profitable or loss-mitigating trade would have occurred.
- Compensation, if any, is entirely discretionary unless explicitly required by non-waivable law.

9. Platform Availability; Maintenance; Modifications; Suspension

- PolyFund may modify, add, remove, suspend, or discontinue any feature, market access path, order flow, dashboard, fund page, communication channel, resolver integration, or part of the Platform at any time, with or without notice.
- PolyFund does not guarantee continuous or uninterrupted availability. The Platform may be inaccessible, degraded, delayed, or placed into restricted mode for maintenance, upgrades, security reviews, legal compliance, emergencies, market events, or any other reason.
- PolyFund may suspend or terminate access to any user, manager, fund, wallet, or account at any time where it believes such action is appropriate for risk, compliance, legal, operational, or platform integrity reasons.

10. User Responsibilities; Wallets; Security; Taxes

- You are solely responsible for your wallets, private keys, seed phrases, signatures, transaction review, device security, account credentials, and any authorizations you grant.
- You are solely responsible for verifying transaction details, market details, manager identity, fund terms, jurisdictions, and risks before acting.
- You are solely responsible for your own tax reporting and legal compliance. PolyFund does not provide tax forms, tax advice, or legal classification assurances unless expressly stated in writing.

11. Prohibited Conduct

- You may not: violate any law; evade geographic restrictions; use another person's identity; misrepresent your location or status; submit false or misleading information; manipulate markets; engage in wash trading, spoofing, pre-arranged trading, front-running, abusive trading, or fraudulent activity; interfere with resolvers or third-party services; introduce malicious code; scrape or mine data without permission; overload or attack the Platform; reverse engineer the Platform except to the extent non-waivable law permits; or use the Platform in a way that harms PolyFund, other users, or market integrity.
- PolyFund may investigate suspected misconduct and may cooperate with regulators, law enforcement, counterparties, infrastructure providers, and affected users.

12. Communications; Support; Tickets; No Service Level Commitment

- PolyFund may provide support through email, Discord, ticketing, or other channels. Any response time, support guidance, or troubleshooting assistance is provided on a best-effort basis and does not create a service-level agreement, warranty, or separate contractual commitment.
- Users are encouraged to promptly report bugs, suspicious behavior, or execution issues directly to PolyFund. PolyFund may, but is not obligated to, investigate or respond to any report.

13. Feedback; IP; Use of Submitted Materials

- If you provide ideas, suggestions, comments, bug reports, feedback, or proposals, you grant PolyFund a perpetual, irrevocable, worldwide, royalty-free, transferable, sublicensable license to use, reproduce, modify, adapt, publish, distribute, and otherwise exploit that feedback for any lawful purpose without compensation to you.
- Except for open-source components that may be subject to their own licenses, PolyFund and its licensors retain all right, title, and interest in the Platform and related branding, software, content, and materials.

14. Indemnification

- You agree to defend, indemnify, and hold harmless PolyFund, its affiliates, licensors, service providers, contributors, managers, officers, directors, employees, contractors, and agents from and against any claim, demand, investigation, action, loss, liability, damage, cost, fine, penalty, or expense (including reasonable attorneys' fees) arising out of or relating to: your use of the Platform; your deposits; your strategy decisions; your disputes with any

manager, depositor, resolver, market maker, or third party; your violation of these Terms; your violation of law; your content; or your infringement of any rights.

15. Disclaimers of Warranties

- THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, POLYFUND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, AVAILABILITY, SECURITY, OR THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE.
- PolyFund does not warrant that data, prices, track records, analytics, rankings, or communications are accurate, complete, timely, or suitable for reliance.

16. Limitation of Liability

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, POLYFUND AND ITS RELATED PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, TRADING LOSSES, MISSED PROFITS, REPUTATIONAL HARM, OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- WITHOUT LIMITING THE FOREGOING, POLYFUND WILL NOT BE LIABLE FOR DAMAGES ARISING FROM PLATFORM DOWNTIME, EXECUTION FAILURES, UNFILLED ORDERS, FAILED SIGNATURES, THIRD-PARTY INFRASTRUCTURE ISSUES, SMART CONTRACT BEHAVIOR, MARKET RESOLUTION OUTCOMES, OR ANY THIRD-PARTY ACTIONS OR OMISSIONS.
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, POLYFUND'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE PLATFORM OR THESE TERMS WILL NOT EXCEED THE LESSER OF: (A) USD \$100; OR (B) THE TOTAL FEES, IF ANY, ACTUALLY PAID BY YOU TO POLYFUND IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17. Governing Law; Arbitration; Class Action Waiver

- These Terms and any dispute, claim, or controversy arising out of or relating to the Platform or these Terms will be governed by the laws of Panama, without regard to conflict of laws principles.
- Before commencing arbitration, the parties will attempt in good faith to resolve the dispute informally. The complaining party must provide written notice describing the claim in reasonable detail, and the parties will attempt to resolve the matter within ninety (90) days.
- If not resolved informally, the dispute will be finally resolved by confidential binding arbitration in Panama before a single arbitrator. Either party may seek provisional or injunctive relief in a court of competent jurisdiction in aid of arbitration where permitted by law.
- YOU AND POLYFUND AGREE THAT ANY CLAIM MUST BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, REPRESENTATIVE, OR COLLECTIVE ACTION OR PROCEEDING. CLASS ACTIONS, CLASS ARBITRATIONS, AND REPRESENTATIVE CLAIMS ARE WAIVED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. Miscellaneous

- PolyFund may assign or transfer these Terms and any rights or obligations under them without restriction. You may not assign or transfer these Terms without PolyFund's prior written consent.
- If any provision of these Terms is held invalid or unenforceable, the remaining provisions will remain in full force and effect.
- PolyFund's failure to enforce any provision is not a waiver of its right to do so later.
- These Terms constitute the entire agreement between you and PolyFund regarding the Platform and supersede prior discussions or understandings on that subject matter.

19. Contact

- Questions, notices, and support inquiries relating to these Terms may be sent to hello@polyfund.so.