

# Terms of Service

**Updated: 26th September 2025**

## **1. Welcome to Abyss!**

These Terms of Use ("Terms") govern your access to and use of the Abyss platform interface (referred to as the "Interface" or "Platform") and associated services, collectively referred to as the "Services." The Services are brought to you by Abyss Labs ("we," "us," or "our").

The Abyss platform is a decentralized finance (DeFi) application built on the Sui blockchain. Abyss Labs does not control or operate the underlying blockchain networks or smart contracts but provides an interface for users to interact with decentralized protocols.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND WE AGREE THAT ANY DISPUTES RELATING TO THE SERVICES WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

You are entering into a binding Agreement.

BY ACCESSING OR USING OUR SERVICES, WHICH INCLUDE OUR PLATFORM INTERFACE, APPLICATIONS, AND OTHER SERVICES THAT LINK TO THESE TERMS, AS WELL AS ANY INFORMATION, TEXT, LINKS, GRAPHICS, PHOTOS, AUDIO, VIDEO, OR OTHER MATERIALS STORED, RETRIEVED OR

APPEARING THEREON (COLLECTIVELY, THE "SERVICES"), YOU ARE ENTERING INTO A BINDING AGREEMENT WITH US THAT INCLUDES THESE TERMS, OUR PRIVACY POLICY, AND OTHER POLICIES REFERENCED HEREIN (COLLECTIVELY, THE "AGREEMENT").

### Use of the Services

To use the Services, you must legally be able to enter into the Agreement. By using the Services, you represent and warrant that you meet the eligibility requirement. If you do not meet the requirement, you must not access or use the Services.

### We may update the Services and the Terms

We may change or update the Services, the Agreement, and any part of the Terms at any time, for any reason, at our sole discretion. Once any part of the Agreement is updated and in effect, you will be bound by the Terms if you continue to use the Services.

## **2. Services**

### Abyss Platform Overview

The Abyss platform provides a decentralized interface for interacting with blockchain-based financial protocols on the Sui network. Our Services facilitate user interactions with smart contracts and decentralized applications.

### Users retain full control over their cryptoassets

It is important to understand that neither we nor any affiliated entity is a party to any transaction on the Sui blockchain or other blockchain networks underlying the protocols we interface with. We do not have possession, custody, or control over any cryptoassets or digital assets held in your wallet.

### Users use third-party self-custodial wallets

To interact with the Abyss platform, you will need to connect through your self-custodial wallet. Your self-custodial wallet is provided by a third-party entity and is governed by separate terms and conditions set by the respective service provider.

#### Blockchain fees and costs

Transactions on blockchain networks are subject to various fees, including network gas fees and protocol fees. You are solely responsible for understanding and bearing all costs and fees associated with your use of the Services.

### **3. Assumption of Risk**

You assume the risks of engaging in experimental DeFi technology. Decentralized finance (DeFi) protocols and blockchain-based applications are experimental, speculative, inherently risky, and subject to change. Among other risks, bugs, malfunctions, cyberattacks, or changes to the underlying blockchain could result in total loss of digital assets or smart contract failures.

We assume no liability or responsibility for any such risks. If you are not comfortable assuming these risks, you should not access or engage with the Services.

### **4. Taxes**

Users bear sole responsibility for paying any and all taxes, duties, and assessments associated with their use of the Services and any blockchain-based transactions conducted through the platform.

### **5. Ownership**

We own any and all right, title, and interest in and to the Services. Your use of the Services does not grant you any

ownership rights therein. We grant you a personal, worldwide, revocable, non-exclusive, and non-assignable license to use the software provided as part of our Services solely as permitted by these Terms.

## **6. Disclaimers and Limitations of Liability**

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, OR INJURY INCLUDING LOSSES OF DIGITAL ASSETS, SMART CONTRACT FAILURES, OR ANY OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES.

IN NO EVENT WILL OUR CUMULATIVE LIABILITY TO YOU EXCEED ONE THOUSAND U.S. DOLLARS (U.S. \$1,000.00).

## **7. Arbitration Agreement**

PLEASE READ THIS SECTION CAREFULLY: IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and we agree that any dispute that cannot be resolved through good faith negotiations will be resolved through binding arbitration in accordance with the Swiss Rules of

International Arbitration. The place of arbitration shall be Zurich, Switzerland. The language of arbitration shall be English.

UNLESS YOU TIMELY PROVIDE US WITH AN ARBITRATION OPT-OUT NOTICE, YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION.

## **8. Governing Law**

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Switzerland, excluding its conflicts of law principles.

## **9. Contact Us**

You may contact us with questions about your use of the Services at [support@abyssprotocol.xyz](mailto:support@abyssprotocol.xyz)

This is a condensed version of the Terms of Service. For the complete terms with all detailed sections, please contact us.