

**TENDY  
TERMS OF USE**

*Last Updated: 22 April 2026*

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**IMPORTANT — PLEASE READ CAREFULLY**

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**BY ACCESSING OR USING THE INTERFACE (INCLUDING THE TELEGRAM BOT, MINI APP, WEB APP, OR ANY RELATED CHANNEL), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS OF USE.**

**IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY UNINSTALL THE APP, DISCONNECT ANY WALLET, STOP INTERACTING WITH THE TELEGRAM BOT, AND CEASE USING THE INTERFACE AND ANY RELATED PLATFORM IN ANY MANNER.**

**THESE TERMS CONTAIN:**

- **A BINDING ARBITRATION AGREEMENT (SECTION 11)**
- **A CLASS ACTION AND COLLECTIVE ACTION WAIVER**
- **A JURY TRIAL WAIVER**
- **A LIMITATION OF LIABILITY CAP OF USD 100**
- **A BROAD RELEASE OF CLAIMS AGAINST THE COMPANY**
- **RESTRICTIONS ON ELIGIBILITY**

**THE INTERFACE FACILITATES ACCESS TO HIGH-RISK LEVERAGED AND PERPETUAL FUTURES TRADING THROUGH HYPERLIQUID AND OTHER THIRD-PARTY DECENTRALIZED PROTOCOLS. SUCH ACTIVITY INVOLVES SUBSTANTIAL FINANCIAL RISK, INCLUDING THE RAPID AND TOTAL LOSS OF FUNDS THROUGH LIQUIDATION, SLIPPAGE, VOLATILITY, OR PROTOCOL FAILURES. YOU SHOULD NOT USE THE INTERFACE UNLESS YOU FULLY UNDERSTAND AND ARE WILLING TO ACCEPT THESE RISKS.**

**THE INTERFACE IS NOT AVAILABLE TO “RESTRICTED PERSONS.” IF YOU ARE LOCATED IN, RESIDENT IN, OR A CITIZEN OF THE UNITED STATES OF AMERICA, ONTARIO (CANADA), THE EUROPEAN UNION OR EUROPEAN ECONOMIC AREA, THE CAYMAN ISLANDS, OR ANY SANCTIONED TERRITORY, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE INTERFACE. PLEASE SEE SECTION 1.5 FOR THE FULL DEFINITION OF RESTRICTED PERSONS.**

**THE INTERFACE IS A NON-CUSTODIAL SOFTWARE INTERFACE. TENDY LLC DOES NOT HOLD, CUSTODY, OR CONTROL YOUR PRIVATE KEYS, SEED PHRASES, WALLETS, OR DIGITAL ASSETS AT ANY TIME. ALL TRANSACTIONS ARE AUTHORIZED AND CRYPTOGRAPHICALLY SIGNED LOCALLY ON YOUR DEVICE. IF YOU LOSE CONTROL OF YOUR PRIVATE KEY OR SEED PHRASE, YOUR ASSETS MAY BE PERMANENTLY UNRECOVERABLE, AND TENDY LLC WILL HAVE NO ABILITY OR OBLIGATION TO ASSIST IN RECOVERY.**

**THESE TERMS ARE GOVERNED BY THE LAWS OF ENGLAND AND WALES. ANY DISPUTE ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE INTERFACE WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION UNDER THE LCIA RULES IN LONDON, UNITED KINGDOM. YOU WAIVE THE RIGHT TO BRING CLAIMS AS PART OF ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.**

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These Terms of Use (“Terms”) explain the terms and conditions by which you may access and use the Tendy user interface (the “Interface”), including the web app, Telegram-based experiences, and any related interfaces, features, and support channels made available from time to time. The Interface is made available by Tendy LLC, a limited liability company incorporated under the laws of the Cayman Islands (“Company”, “Tendy”, “we”, “us” or “our”). You must read these Terms carefully as they govern your use of the Interface. By accessing and using the Interface, you expressly represent and acknowledge that you have read, understood, and agreed to be bound by these Terms. If you do not agree, you are not authorized to access or use the Interface.

## **1. THE INTERFACE**

1.1 The Interface facilitates user-initiated interaction with Hyperliquid, a decentralized, permissionless, and community-driven blockchain (“Hyperliquid”), and with other third-party decentralized protocols, networks, services, data providers, payment processors, and infrastructure providers that may, from time to time, be integrated with or referenced by the Interface (collectively with Hyperliquid, “Third-Party Services”). The Company does not own, control, or operate Hyperliquid or any other Third-Party Service, nor can it modify or interfere with their functionality, security, or availability. The Interface is not the exclusive means of accessing Hyperliquid or any other Third-Party Service.

1.2 All transactions facilitated through the Interface are executed by decentralized networks, validators, smart contracts, or other third-party infrastructure outside the Company’s control. The Company is solely a provider of the Interface. Markets, instruments, and features surfaced through the Interface (including those created or operated under permissionless deployment mechanisms) are surfaced based on on-chain or third-party activity and are not reviewed, verified, or approved by the Company. The Company has no involvement in the execution, matching, clearing, or settlement of any transaction, and expressly disclaims any liability for losses or damages arising from or related to any interaction with, or actions taken on, Hyperliquid or any other Third-Party Service through the Interface.

1.3 To use the Interface, you must use a non-custodial wallet (including, where applicable, a wallet generated and stored locally on your device through the Interface (an “In-App Wallet”)), which allows you to access public blockchains and interact with them. You should consult the terms of service provided by your wallet provider to understand your rights and responsibilities as they relate to your self-custodial wallet. The Company has no custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. All transactions are authorized by you and cryptographically signed locally on your device. The Company does not receive, store, transmit, or have access to your private keys, seed phrases, or wallet credentials at any time. Any functionality that displays, reveals, exports, or encodes private key material (for example, via QR code or “reveal key” style features) is performed locally on your device and remains under your sole control. When you connect your wallet or otherwise use the Interface, you agree to be bound by these Terms.

1.4 By using the Interface, you acknowledge and agree that all use of the Interface, and any interaction with Hyperliquid or any other Third-Party Service through the Interface, is entirely at your own risk. You are solely responsible for evaluating any markets, instruments, parameters, features, or counterparties you access.

1.5 The Interface is not available to “Restricted Persons.” For the purposes of these Terms, Restricted Persons include: (a) persons or entities who reside in, are located in, are incorporated in, or have a registered office in the United States of America, Ontario (Canada), the European Union or European Economic Area (EU/EEA), or the Cayman Islands; (b) persons or entities who reside in, are located in, are incorporated in, or have a registered office in jurisdictions subject to applicable economic and trade sanctions or export control laws and regulations (collectively, “Restricted Territories”); (c) citizens of Restricted Territories, regardless of their location; and (d) persons or entities that are subject to sanctions administered or enforced by the United Nations, the United States, the United Kingdom, the European Union, the Cayman Islands, or any other relevant governmental authority, or that are owned or controlled by, or acting on behalf of or for the benefit of, any such person, entity or territory. Restricted Persons are strictly prohibited from accessing or using the Interface.

1.6 You are solely responsible for determining whether your access to and use of the Interface, and your interactions with any Third-Party Service through the Interface, comply with applicable laws and regulations in your jurisdiction, including, but not limited to, laws governing leveraged or derivative trading, synthetic exposure products, financial promotions, consumer protection, sanctions, anti-money-laundering, taxation, and data protection. By using the Interface, you expressly represent and warrant that your activities are lawful under such applicable laws. If access to or use of the Interface, or participation in activities made available via Third-Party Services (including perpetual futures, leveraged derivatives, or synthetic exposure to stocks or commodities), is prohibited, restricted, or would require licensing, registration, authorization, or other regulatory approval in your jurisdiction, you must not access or use the Interface.

1.7 The Interface may be delivered, in whole or in part, through third-party messaging, distribution, or platform services (including Telegram). You acknowledge that such third-party platforms operate independently of the Company, may restrict, suspend, throttle, or remove the Interface or any feature at any time without prior notice, and are governed by their own terms and policies. The Company does not control such third-party platforms and is not liable for any restriction, suspension, removal, outage, or other action taken by such platforms, or for any loss or damage resulting from your inability to access or use the Interface through any such platform.

## **2. NO WARRANTIES**

2.1 The Interface is provided on an “as is” and “as available” basis without warranties of any kind, either express, implied, statutory, or otherwise, including, but not limited to, warranties of merchantability, title, fitness for a particular purpose, non-infringement, accuracy, completeness, reliability, security, or timeliness. To the fullest extent permitted by law, the Company makes no representations or warranties that access to the Interface will be continuous, uninterrupted, or error-free, that any defects will be corrected, or that the Interface or any interaction through the Interface with Hyperliquid or any other Third-Party Service will meet your expectations or requirements.

2.2 You expressly understand and agree that you are solely responsible for evaluating and accepting the risks involved in using the Interface, as well as the risks associated with digital assets and decentralized systems generally, including, but not limited to: (a) the inherent volatility of digital assets, which may result in sudden and substantial losses in value; (b) the risks of using digital assets due to both features of such assets and the potential unauthorized acts of third parties, including hacking, phishing, fraud, or cyberattacks; (c) the possibility of limited access to your assets or delays, disruptions, or errors when using the Interface; and (d) the potential loss of tokens or other assets due to network failures, errors in any code or algorithm, or factors beyond the Company’s control.

2.3 You agree that you will have no recourse against anyone else for any losses due to your use of the Interface. Such losses may include, but are not limited to, those arising from or relating to: (a) incorrect information, including any displayed token values, market data, or transaction details; (b) failures of

blockchain networks, including forks, congestion, or malicious attacks; (c) corrupted cryptocurrency wallet files or wallet incompatibilities; (d) unauthorized access to wallets or accounts, including losses caused by compromised private keys, seed phrases, email or messaging credentials, or devices; (e) errors or inaccuracies in the Interface or its underlying software; (f) failures of, or actions by, third-party systems, services, or applications you rely on to use the Interface or interact with any Third-Party Service; (g) slippage or market inefficiencies when executing trades; (h) any malfunction or failure of Hyperliquid, any other Third-Party Service, or any related validator, smart contract, bridge, oracle, or infrastructure component; and (i) regulatory actions or legal uncertainties affecting the availability or use of Hyperliquid, any other Third-Party Service, or related assets.

2.4 By using the Interface, you acknowledge and accept full responsibility for all of the risks involved in accessing and using the Interface or interacting with any Third-Party Service, including, without limitation: (a) failures or inaccuracies in cross-chain bridges, oracles, or liquidity pools; (b) code vulnerabilities, including potential hacks or exploits; (c) significant slippage or other market risks arising from perpetual futures, leveraged, or synthetic exposure trading; (d) the risks of trading with leverage, which may lead to immediate and significant losses, including the liquidation of your positions; and (e) potential regulatory or legal issues affecting blockchain transactions or their enforceability. These Terms are not intended to, and do not, create or impose any fiduciary duties on the Company. To the fullest extent permitted by law, you acknowledge and agree that the Company owes no fiduciary duties or liabilities to you or any other party based on your use of the Interface. To the extent that any such duties or liabilities may exist at law or in equity, you hereby irrevocably disclaim, waive, and eliminate such duties and liabilities.

2.5 By using the Interface, you represent and warrant that all digital assets you use are legally obtained and under your sole control. You are solely responsible for securing your private keys, seed phrases, wallet credentials, messaging credentials (including Telegram), email credentials, and other sensitive information related to your interaction with the Interface or, through it, any Third-Party Service. The Company shall have no liability for any loss, damage, or unauthorized access resulting from your failure to secure such credentials. You agree that the only duties and obligations the Company owes you are those set out expressly in these Terms.

### **3. PROHIBITED ACTIVITY**

3.1 You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Interface:

3.1.1 Intellectual Property Infringement. Activity that infringes or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under applicable law.

3.1.2 Cyberattack. Activity that seeks 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, the deployment of viruses and denial of service attacks, phishing schemes, or malicious code.

3.1.3 Fraud and Misrepresentation. Activity that seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another, or impersonating any person, entity, or system.

3.1.4 Market Manipulation. Activity that violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, manipulating trading volumes or prices through coordinated actions, such as wash trading, spoofing, layering, or any other practice intended to deceive market participants.

3.1.5 Circumvention of Restrictions. Activity that attempts to bypass, evade, or circumvent any restrictions imposed by the Interface or the Company. This includes but is not limited to: (a) using technologies such

as VPNs, proxies, device spoofing, or other methods to conceal your location, device, or identity; (b) making false statements or misrepresentations about your residency, citizenship, or compliance with applicable laws; (c) using multiple accounts or wallets to abuse eligibility requirements; or (d) engaging in any other activity designed to evade the restrictions set forth in these Terms or applicable laws. By accessing or using the Interface, you represent and warrant that you are not a Restricted Person as defined in these Terms.

3.1.6 Money Laundering and Sanctions Violations. Activity that involves or facilitates money laundering, terrorism financing, proliferation financing, or any other illegal financial activity, including the use of the Interface to engage in or support transactions prohibited by applicable sanctions laws or regulations.

3.1.7 Exploitation of Vulnerabilities. Activity that exploits any errors, bugs, vulnerabilities, or unintended features of the Interface, Hyperliquid, any other Third-Party Service, or any associated code, including attempts to gain any unauthorized access or manipulate transactions, parameters, fee mechanisms, or reward allocations.

3.1.8 Automated or High-Frequency Abuses. Activity that employs bots, scripts, scraping tools, or other automated methods to interact with the Interface in ways that exceed reasonable usage, bypass rate limits, cause denial-of-service conditions, manipulate rewards or referral mechanisms, or disrupt the normal functioning of the Interface, Hyperliquid, or any related system.

3.1.9 Manipulation of Leverage and Liquidation Processes. Activities designed to exploit vulnerabilities in the leverage or liquidation mechanisms of Hyperliquid or any other Third-Party Service, including, but not limited to, coordinated efforts to distort market pricing, manipulate protocol weaknesses, or create artificial disruptions.

3.1.10 Any Other Unlawful Conduct. Activity that violates, attempts to violate, or facilitates the violation of any applicable law, regulation, rule, or governmental order, including, but not limited to, those relating to financial crimes, data protection, intellectual property, consumer protection, or export controls.

3.2 By engaging in any prohibited activity, whether intentional or inadvertent, you agree to indemnify and hold harmless the Indemnified Parties (as defined in Section 9 (Indemnity)) from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable legal fees, arising out of or related to such activity, as further described in Section 9 (Indemnity).

#### **4. NO PROFESSIONAL ADVICE**

4.1 Any information provided by the Interface is for informational purposes only and should not be construed as professional, technical, operational, investment, financial, tax, legal, or other advice. The Company does not evaluate or monitor the suitability of trading activities for users or provide any advice on the consequences of interacting with decentralized financial systems, including perpetual futures, leveraged, or synthetic exposure trading. You should not take, or refrain from taking, any action based on any information contained on the Interface, or any other information that we may make available at any time.

4.2 Any content, information, or data made available through the Interface may be incomplete, outdated, or subject to other inaccuracies. You are solely responsible for verifying the accuracy and relevance of such information before making any decisions or taking any action. Before you make any financial, legal, technical, operational, or other decisions involving the Interface, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate.

4.3 Nothing in these Terms, or provided by the Interface, establishes a fiduciary, advisory, or client relationship between the Company and any user. The Company explicitly disclaims any duty to provide advice, updates, or corrections to information accessed through the Interface.

4.4 You acknowledge and agree that you are solely responsible for determining, reporting, and paying any taxes applicable to your use of the Interface. The Company makes no representations regarding your tax obligations and strongly recommends consulting with a qualified tax advisor to ensure compliance with all applicable laws.

## 5. OPTIONAL FEATURES AND PROGRAMS

5.1 The Company may, from time to time, in its sole discretion, make certain optional features, programs, special offers, challenges, bonuses, leaderboards, referrals, rewards, or other promotions available to users (each a “Program”, and collectively, “Programs”). The terms and conditions applicable to any such Program will be determined by the Company in its sole discretion and may be communicated to participants in conjunction with any such Program.

5.2 Because any terms and conditions associated with such Programs may differ from or supplement these Terms, you should read any such additional terms and conditions carefully before participating in any Program. In the event of a conflict between any Program terms and these Terms, such Program terms shall govern solely for any associated Program.

5.3 The Company reserves the right to modify, suspend, revoke, or discontinue any Program at any time without notice or liability to participants, including for suspected abuse, fraud, circumvention, or violations of these Terms. Participation in any Program is entirely voluntary, and the Company makes no guarantee as to the availability, rewards, or functionality of any Program.

5.4 You acknowledge and agree that any benefits earned under a Program: (a) have no cash value unless explicitly stated otherwise; (b) may be subject to additional conditions for redemption; (c) are not guaranteed and may be canceled or forfeited at the Company’s sole discretion, including retroactively; and (d) are subject to applicable laws and regulations, which may restrict or prohibit participation in certain jurisdictions. The Company reserves the right to modify or cancel any benefits if compliance with applicable laws requires such actions, and, at its sole discretion, to evaluate compliance retroactively and take such remedial actions as it deems necessary. You are solely responsible for any taxes or reporting obligations related to Programs and any benefits received.

5.5 HyperIntel and Analytical Outputs: Any optional informational feature that generates non-binding analytical outputs, indicators, or suggested parameters (including any feature branded as “HyperIntel”) is provided solely for informational and educational purposes and does not constitute advice, recommendations, or guarantees. Such outputs may be based on limited or delayed data, may be inaccurate or incomplete, and must not be relied upon as a basis for any financial decision.

5.6 Demo Environments: If the Interface provides a demo, simulated, or demonstration environment, you acknowledge that such environment does not represent live market conditions and does not reflect actual execution, liquidity, slippage, liquidation dynamics, fees, or outcomes. Demo results are not indicative of live results. In live mode, actions may create real positions and losses that are not reversible.

5.7 Leaderboards and Performance Displays: Any leaderboards, rankings, top-performer lists, win rates, PnL or ROI displays, badges, “odds”, stars, confidence indicators, or similar performance or scoring metrics made available through the Interface are informational only, may be inaccurate, incomplete, delayed, or susceptible to manipulation or selection bias, and do not constitute advice, a guarantee, an endorsement, or a recommendation. Past performance is not indicative of future results. The Company does not verify user claims or performance and does not guarantee the authenticity or sustainability of any displayed results.

5.8 Rewards and Referrals: Any referrals, rewards, points, or incentive features are offered on an “as available” basis as Programs under this Section 5 and are subject to additional conditions, eligibility rules, limits, and verification requirements disclosed in the Interface from time to time. The Company may withhold, forfeit, or reverse rewards for suspected abuse, circumvention, multi-accounting, or any other conduct inconsistent with these Terms.

## **6. LIMITATIONS, RESTRICTIONS, AND OTHER TERMS**

6.1 The Company's determinations regarding the eligibility of any user to access or participate in features of the Interface or any Program, as well as any questions or disputes arising from a user's use of the Interface or any applicable rules or restrictions, shall be final and binding and not subject to challenge or appeal.

6.2 Without notice to you, the Company reserves the right to suspend, restrict, or terminate your participation in any feature or Program on the Interface, or your access to the Interface as a whole, in its sole discretion, including, but not limited to, cases where the Company determines or suspects that: (a) your use of the Interface is unauthorized, deceptive, fraudulent, or unlawful; (b) your use intentionally subverts the purposes of the Interface; (c) you are a Restricted Person or have attempted to circumvent access controls; (d) suspension, restriction, or termination is required or advisable to comply with applicable laws, regulations, sanctions, platform policies (including those of any third-party messaging or distribution platform such as Telegram), or legal or regulatory orders; or (e) immediate action is required to avoid imminent legal, sanctions, platform enforcement, or criminal risk to the Company, the Interface, or other users.

6.3 The Interface may not itself impose fees separate from those of Third-Party Services. However, fees may be incurred on Hyperliquid or other Third-Party Services when you interact with them through the Interface. In addition, certain transactions initiated through the Interface may include a builder, referral, relay, routing, facilitation, or similar fee mechanism that is attributable to the Company or its service providers (for example, through a third-party protocol feature). If applicable, the nature and rate of such fee will be disclosed in the Interface, and you acknowledge that it may be reflected in transaction data you authorize and sign locally on your device. You acknowledge and agree that you are solely responsible for paying all such fees, and that you understand and accept that the cost and speed of transacting with blockchain-based systems is variable and may increase at any time.

6.4 Transactions processed by Hyperliquid or any other Third-Party Service or network are irreversible. The Company assumes no liability for errors or omissions made during transaction confirmations, including accidental transmissions, incorrect wallet interactions, incorrect addresses, wrong networks, or incorrect transaction parameters. By accessing and using the Interface, you represent that you are financially and technically sophisticated such that you understand the inherent risks associated with using cryptographic and blockchain-based systems.

6.5 The Company is not responsible for any problems or technical malfunction of any telephone, internet, or blockchain network or lines, online systems, servers, providers, computer equipment, software, or messaging platform (including Telegram), or as a result of technical problems or traffic congestion on the internet, any website, or any application, or any combination thereof, including, without limitation, any resulting error in computing qualifying actions or any unavailability of Interface features, or any injury or damage to any participant's or any other person's computer or mobile device related to or resulting from participation in features available through the Interface. If, for any reason, the Interface is not capable of running as planned, including due to errors of any kind or nature, infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Company which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Interface features, the Company reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Interface features or otherwise respond to the circumstances as the Company deems appropriate.

## **7. MODIFICATIONS TO THE INTERFACE, PROGRAMS, AND TERMS OF USE**

7.1 The Company reserves the right to modify, update, and/or discontinue, in whole or in part, either temporarily or permanently, any portion of the Interface, any Program made available through the Interface, and/or any related policy, FAQ, and/or guidelines, at any time in its sole discretion and without prior notice

to you. The Company shall not be liable for modifications, suspensions, or discontinuance of the Interface or any features made available through the Interface.

7.2 Unless otherwise specified, all changes or modifications to these Terms will be effective immediately upon posting revisions to these Terms to the Interface, and you waive any right you may have to receive specific notice of such changes or modifications. If we change or modify these Terms, we will revise the “last updated” date located at the top of these Terms. If you continue to participate in the Interface in any way after a change to these Terms, you will be deemed to have read, understood, and unconditionally consented and agreed to such changes; therefore, you should review these Terms and applicable policies and guidelines frequently to understand the terms and conditions that apply to your use of the Interface. If you do not agree to the Terms, you must cease using the Interface immediately.

## **8. RELEASE OF CLAIMS**

8.1 You expressly agree that you assume all risks in connection with your access and use of the Interface and your interaction with Hyperliquid or any other Third-Party Service through the Interface. These risks include, but are not limited to, risks associated with: (a) coding errors, failures, vulnerabilities, or exploits; (b) network delays, disruptions, forks, or unexpected outcomes resulting from decentralized governance or protocol upgrades; (c) volatility, illiquidity, or total loss of digital assets, especially when engaging in leveraged, perpetual futures, or synthetic exposure trading; (d) market manipulation, slippage, or other inefficiencies; (e) liquidation risks due to the use of leverage or adverse market movements; (f) unauthorized access, fraud, phishing, social engineering, or other malicious acts by third parties; (g) any failure of Hyperliquid, any other Third-Party Service, or supporting infrastructure, including cross-chain bridges and oracles; and (h) any suspension, restriction, or removal of the Interface by any third-party distribution or messaging platform (including Telegram).

8.2 The Company does not and cannot guarantee the security, performance, or reliability of Hyperliquid, any other Third-Party Service, their code, or any associated blockchain networks, protocols, or tools. You understand that the Company is not a party to, nor does it control or facilitate, any transactions or trading activity conducted on Hyperliquid or any other Third-Party Service.

8.3 By using the Interface, you expressly waive and release the Company from any and all liability, claims, causes of action, or damages arising from or in any way relating to: (a) your use of the Interface, including any errors, delays, or interruptions in its operation; (b) your interaction with Hyperliquid or any other Third-Party Service through the Interface, including in respect of any trading losses, liquidation events, or other financial impact; (c) any reliance on market data, token values, indicators, leaderboards, analytical outputs, or information displayed on the Interface, which may be inaccurate or delayed; (d) third-party integrations, tools, or services utilized in connection with the Interface or any Third-Party Service; and (e) any regulatory, tax, or legal consequences arising from your use of the Interface or participation in activities on Hyperliquid or any other Third-Party Service through it.

8.4 By using the Interface to engage in trading or other activities on Hyperliquid or any other Third-Party Service, you acknowledge the inherent risks associated with decentralized, leveraged financial instruments and waive any recourse against the Company for any losses or damages incurred.

## **9. INDEMNITY**

9.1 You agree to hold harmless, release, defend, and indemnify us and our officers, directors, managers, employees, contractors, agents, affiliates, and subsidiaries (collectively, “Indemnified Parties”) from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees and court costs) arising out of or related to: (a) your access to or use of the Interface; (b) your interaction with Hyperliquid or any other Third-Party Service through the Interface, including, but not limited to, trading activities, leveraged positions, or liquidation events; (c) your

violation of any term or condition of these Terms, the right of any third party, or any other applicable law, rule, or regulation; (d) your participation in any prohibited activities described in Section 3 (Prohibited Activity); (e) any other party's access to and use of the Interface or, through the Interface, Hyperliquid or any other Third-Party Service, using any device or account that you own or control, whether or not caused by you; (f) any third-party services, tools, or platforms you use in connection with the Interface or Hyperliquid or any other Third-Party Service through the Interface; and (g) any false, misleading, or fraudulent statements or omissions made by you in connection with your use of the Interface, or access to Hyperliquid or any other Third-Party Service through the Interface.

9.2 If any claim or demand is brought against the Indemnified Parties arising out of your use of the Interface, or through the Interface, Hyperliquid or any other Third-Party Service, you agree to provide prompt and full cooperation with the Company in defending such claims or demands, including making reasonable efforts to mitigate any potential damages. The Company will make reasonable efforts to provide notice to you of any such claim, suit, or proceeding, provided it has sufficient contact information to do so.

9.3 The Company reserves the right to assume exclusive control of the defense or settlement of any matter subject to indemnification at your expense. You agree not to settle any such matter without the prior written consent of the Company.

## **10. LIMITATION OF LIABILITY**

10.1 Under no circumstances shall we or any of our officers, directors, managers, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any direct, 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 access or use of the Interface, or your interaction with Hyperliquid or any other Third-Party Service through the Interface, or participation in any trading or financial activity conducted via such interaction with Hyperliquid or any other Third-Party Service, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Interface or its supporting infrastructure.

10.2 We assume no liability or responsibility for any: (a) errors, bugs, or vulnerabilities in Hyperliquid or any other Third-Party Service, including, but not limited to, issues in code, cross-chain bridges, oracles, or perpetual futures mechanisms; (b) errors, mistakes, or inaccuracies of content; (c) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Interface; (d) unauthorized access or use of any secure server, database, or wallet in our control, or the use of any information or data stored therein; (e) interruption or cessation of function related to the Interface; (f) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Interface; (g) errors or omissions in, or loss or damage incurred as a result of the use of, any content made available through the Interface; (h) third-party actions, including fraud, phishing, or market manipulation impacting users of Hyperliquid or the Interface; (i) failures or disruptions caused by third-party services, platforms, or tools connected to the Interface or any Third-Party Service (including Telegram); or (j) unclaimed rewards, tokens, or other benefits associated with any Program.

10.3 Under no circumstances shall we or any of our officers, directors, managers, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding USD 100.00. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability.

10.4 Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law. Nothing in these Terms limits or excludes liability that cannot be limited or excluded under applicable law, including liability for fraud or willful misconduct (where such limitation is prohibited).

## 11. ARBITRATION AND CLASS ACTION WAIVER

11.1 Except for claims that must be heard in a small claims court of England and Wales or any other applicable jurisdiction, you and the Company agree to waive the right to have any and all disputes or claims arising from these Terms, your use of or access to the Interface, or any other disputes with the Company (“Disputes”) resolved in a court. Instead, all Disputes will be resolved through binding arbitration.

11.2 All arbitration proceedings will be conducted solely on an individual basis. No Dispute may be brought as a class action, collective action, consolidated action, representative action, or private attorney general action, whether in arbitration or any other forum. The arbitrator may not consolidate claims or preside over a class, collective, or representative proceeding. To the maximum extent permitted by applicable law, you and the Company each waive any right to a trial by jury.

11.3 You agree to notify us, in writing, of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Notice to the Company shall be provided by sending an email to [contact@tendy.me](mailto:contact@tendy.me). Your notice must include: (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific resolution or action that you are seeking. If the Dispute cannot be resolved informally within thirty (30) days of receipt, either party may commence arbitration.

11.4 These Terms are governed by and will be construed under the laws of England and Wales, without regard to its conflict of law provisions. Any Dispute that remains unresolved after the informal resolution process will be finally resolved by arbitration under the rules of the London Court of International Arbitration (LCIA), as amended from time to time, which are incorporated by reference into this clause. Arbitration will be conducted in English, in London, United Kingdom, by a single arbitrator appointed under the LCIA Rules. Each party shall bear its own costs, unless otherwise determined by the arbitrator.

11.5 The arbitrator shall have the exclusive authority to resolve all procedural and substantive disputes related to these Terms (including any dispute regarding the existence, scope, validity, enforceability, or interpretation of this arbitration agreement) and may grant any remedy that would otherwise be available in court. Arbitration will be conducted solely on an individual basis, and the arbitrator may not consolidate claims, preside over a representative proceeding, or adjudicate claims on behalf of any other party. Notwithstanding the foregoing, either party may seek interim, conservatory, or injunctive relief from the Grand Court of the Cayman Islands or any other court of competent jurisdiction to protect confidentiality, intellectual property, data security, or to prevent unauthorized access, circumvention, or unlawful use of the Interface; seeking such relief shall not be deemed a waiver of the obligation to arbitrate.

## 12. MISCELLANEOUS

12.1 Entire Agreement: These Terms constitute the entire agreement between you and us and supersede any and all prior or contemporaneous written or oral agreements, communications, or other understandings (if any) relating to the subject matter of these Terms.

12.2 Privacy Policy: You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy, which is incorporated herein by reference and is available through the Interface.

12.3 Assignment: You may not assign or transfer any of your rights or obligations under these Terms, without our express prior written consent, including by operation of law or in connection with any change of control. We may assign or transfer any or all of our rights or obligations under these Terms, in whole or in part, with or without notice or obtaining your consent or approval.

12.4 Severability: If any provision of these Terms shall be determined to be invalid or unenforceable under any applicable rule, law, or regulation, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law, and the validity or enforceability of any other provision of these Terms shall not be affected.

12.5 Notice: We may provide any notice to you under these Terms using commercially reasonable methods, including using public communications channels. Notices we provide using public communications channels will be effective as of the date of the posting. You may contact us at [contact@tendy.me](mailto:contact@tendy.me).

12.6 Force Majeure: The Company shall not be liable for any delay, failure, or interruption in performance arising out of or relating to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, power or internet outages, cyberattacks, governmental actions, sanctions, failures or disruptions of blockchains or decentralized networks, protocol or validator failures, network congestion, or failures of any Third-Party Service or platform (including Telegram).

12.7 Third-Party Beneficiaries: The Indemnified Parties are intended third-party beneficiaries of the relevant provisions of these Terms and may enforce those provisions directly to the extent permitted by applicable law. Except as expressly provided, these Terms do not confer any rights on any third party.

12.8 Survival: Sections that by their nature should survive termination of these Terms (including, without limitation, Sections 2 (No Warranties), 3 (Prohibited Activity), 4 (No Professional Advice), 8 (Release of Claims), 9 (Indemnity), 10 (Limitation of Liability), 11 (Arbitration and Class Action Waiver), and this Section 12) shall survive any such termination.