

# Terms of Service

## 1. Company Information

GMeow Labs, Ltd. ("Replicats", "we", "our", or "us") owns and operates Replicats. We are incorporated in the British Virgin Islands, and comply with applicable British Virgin Islands laws and regulations. Replicats provides a software platform that allows users to build, deploy and interact with AI-powered Agents. "Agents" are user-configured autonomous programs that execute investment strategies based on the user's selected parameters. These agents can autonomously manage digital asset portfolios based on user preferences and market data analysis. Replicats does not control or advise on agent behavior; users are solely responsible for agent setup, performance, and outcomes. Replicats is a technology provider and is not a broker-dealer, investment advisor, financial planner, or registered investment advisor under any jurisdiction. We do not provide investment advice, recommendations, or personalized financial guidance.

## 2. Agreement to Terms

By accessing or using our services, you agree to be bound by these Terms of Service ("Terms") and our Privacy Policy. If you do not agree to these Terms, do not use the services.

## 3. Services Provided

We provide a cloud-based software as a service non-custodial, on-chain trading platform enabling users to interact directly with decentralized financial protocols through AI-powered investment agents. Our services are purely technological in nature, providing automated software tools without human intervention or personalized advice. Our services are software-based and offered "as is."

## 4. Eligibility

You must be at least 18 years old and capable of forming a legally binding contract under applicable law. By using the Services, you represent and warrant that:

- You meet these eligibility requirements;
- You are not located in a jurisdiction subject to U.S. sanctions including but not limited to Iran, North Korea, Syria, Cuba, Russia, Belarus, and the Crimea, Donetsk, and Luhansk regions of Ukraine, and other jurisdictions as may be designated from time to time, as administered under the International Emergency Economic Powers Act (IEEPA), the

Trading with the Enemy Act, and sanctions programs maintained by the Office of Foreign Assets Control (OFAC);

- Your use complies with all applicable laws and regulations.
- You agree that you may be required to provide accurate identity verification information as required by applicable anti-money laundering regulations. The Company reserves the right to request additional documentation and to restrict or suspend access pending verification.

## **5. Use Restrictions**

You agree not to:

- Use the services for any illegal, fraudulent, or unauthorized purposes.
- Interfere with or disrupt the integrity or performance of our services.
- Circumvent any security features or access controls of the platform.
- Use automated systems to access or interact with the platform without permission.
- Upload or transmit viruses or malicious code.
- Attempt to reverse engineer, decompile, or extract source code from the services.

We reserve the right to investigate and take appropriate action, including suspending or terminating access, against any use of the services that violates these restrictions.

## **6. Subscription and Payment**

We offer subscription-based access to our platform with various tiers. Subscription pricing is published on our website and is subject to change. Subscriptions are billed monthly or yearly and charged per agent. Payment may be made using cryptocurrency, credit card, or tokens. All fees are non-refundable unless required by law. Subscriptions may be cancelled at any time, with cancellation taking effect at the end of the current billing cycle..

## **7. AI Investment Agents**

Our platform enables the creation and management of AI-powered investment agents. These agents operate based on algorithmic models and machine learning technologies, functioning according to configurations, settings, and operational parameters that remain under the user's control and direction throughout their use. You understand that:

- Agent performance is not guaranteed
- Past performance does not guarantee future results
- Models may have inherent limitations and biases
- Agents operate autonomously based on your specified parameters
- The agents' decisions are automated and do not constitute investment advice, recommendations, or personalized guidance

- You are solely responsible for all investment decisions and outcomes

## 8. Blockchain Specifics

Our platform currently operates on Base chain with plans to expand to other blockchains. You acknowledge:

- Network congestion may affect transaction execution
- Smart contract interactions carry inherent risks
- Blockchain transactions are irreversible once confirmed

## 9. Risk Disclosures

### **WARNING: DIGITAL ASSET INVESTMENTS CARRY EXTREME RISK**

Investment activities carry substantial risk of loss. By using our services, you acknowledge:

- Digital assets are highly volatile and you may lose all invested funds
- Algorithmic trading strategies may underperform or fail completely
- Technical failures can occur at any time
- AI models have limitations and may not respond optimally to all market conditions
- You should not invest funds you cannot afford to lose entirely without affecting their financial security or lifestyle.
- The platform is in beta/experimental stage and may contain bugs, errors, or vulnerabilities
- Smart contracts may have undiscovered flaws that could result in total loss of funds
- AI models may make errors, produce unexpected results, or behave unpredictably
- Past testing or performance provides no guarantee of future operation

## 10. Regulatory Compliance

Our services may be subject to various regulations. We aim to comply with applicable British Virgin Island laws, including securities regulations as they may apply to our services. We are not registered as an investment advisor, broker-dealer, or financial institution in any jurisdiction. Our AI agents provide automated trading execution based on algorithms, not regulated investment advice. You are responsible for determining whether your use of our services complies with laws in your jurisdiction.

## 11. Indemnification

You agree to indemnify, defend, and hold harmless the company and its affiliates, directors, officers, employees, and agents from any and all claims, demands, actions, damages, losses

(including, without limitation, any trading or market losses, loss of principal, diminution in value of digital assets, or lost profits), liabilities, costs, or expenses (including legal fees) arising out of or related to your use of the services, your breach of these Terms, or your violation of any applicable laws or rights of third parties. For avoidance of doubt, the indemnity above extends to any claim that seeks to hold the Company liable for trading or market losses you incur through the autonomous actions of any Agent.

## **12. Intellectual Property and Feedback**

All rights, title, and interest in and to the services, including all related intellectual property, are owned by us or our licensors. If you provide suggestions, comments, or other feedback about the services, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and sublicensable license to use and incorporate such feedback without restriction or obligation to you.

## **13. Data Classification**

We do not collect or store any personally identifiable information unless explicitly provided by you for account-related communications. Transactional data processed through the services remains on-chain and is subject to the privacy and transparency characteristics of the relevant blockchain. We may collect aggregated and anonymized usage data for improving service performance, which will not identify you.

## **14. Non-Custodial Nature**

Our platform is non-custodial. We do not have direct access to your digital assets and facilitate third-party custody solutions for our users. When you create an account with us, we facilitate the creation of custody solutions for you using third-party services. You retain full control of your digital assets and your private keys at all times. We do not hold, custody, control, or manage your funds or private keys at any time. Our platform connects to and relies on third-party non-custodial wallet solutions and protocols. You are solely responsible for the security and management of your wallet credentials, private keys, and digital assets. We have no ability to recover, restore, or return your digital assets if lost or compromised.

## **15. Termination for Convenience**

We may suspend or terminate your access to the services at any time, with or without cause or notice. You may stop using the services at any time. Upon termination, your right to use the services will immediately cease, but certain provisions of these Terms will survive, including ownership, disclaimers, indemnity, and limitations of liability.

## **16. Modifications to Terms**

We may update these Terms from time to time. Changes will be posted on this page with a revised effective date. Continued use of the services after the changes become effective constitutes your acceptance of the updated Terms.

## **17. Disclaimer of Warranties and Limitation of Liability**

The services are provided "as is" and "as available," without warranties of any kind, whether express, implied, or statutory. We do not guarantee uninterrupted or error-free operation or that the services will meet your requirements. To the fullest extent permitted by law, we disclaim all warranties, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

In no event will we or our affiliates be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or trading or market losses (including loss of principal, slippage, liquidation, or unrealised gains), resulting from your access to or use of the services, or from any interruption, suspension, or termination of the services (whether or not such interruption was within our control).

## **18. Export Compliance**

You agree to comply with all applicable export control laws and regulations. You represent that you are not located in or ordinarily resident in any country subject to U.S. or other applicable embargoes or export restrictions. You may not use the services if you are subject to such restrictions.

## **19. Governing Law**

These Terms are governed by the laws of British Virgin Islands, without regard to conflict of law principles.

## **20. Dispute Resolution**

Any dispute, controversy, or claim arising out of or relating to these Terms or the services shall be settled by binding arbitration in accordance with the UNCITRAL Arbitration Rules. The place of arbitration shall be Road Town, British Virgin Islands. The language to be used in the arbitral proceedings shall be English. The arbitral award shall be final and binding. Notwithstanding the foregoing, either party may seek preliminary injunctive relief or other equitable remedies in any court of competent jurisdiction to prevent irreparable harm pending the outcome of arbitration.

## **21. Third-Party Disputes**

We are not responsible for interactions between you and third parties facilitated through or connected to our services, including but not limited to protocol providers, wallet providers, or liquidity platforms. Any disputes arising from such interactions are solely between you and the third party. We do not intervene in or mediate such disputes.