Term of Use

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1) Operator; Contact

The Interface is operated by **[Externality Co., Ltd]** ("**Operator**," "**we**," "**us**," or "**our**").
Contact: contact@sortes.fun
Jurisdiction of incorporation/registration: [BVI]

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2) Important Notices

NON-CUSTODIAL. The Interface is designed as a non-custodial access point. We do not custody user funds, do not hold or control private keys, and do not control user wallets. Transactions are initiated by you through your wallet and may execute on-chain according to smart contract logic.
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THIRD-PARTY / NODE-OPERATED ACTIVITIES. The Protocol contemplates that third parties may integrate and run their own "sales nodes" and independently configure probability-based offerings (including reward structures and revenue sharing). Such activities are operated by those third parties, not by the Operator of the Interface.
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JURISDICTIONAL RISK. Many jurisdictions regulate or prohibit lotteries, gambling, games of chance, and similar probability-based activities. The same activity may be classified differently (e.g., "lottery" vs. "gambling") across jurisdictions. You are responsible for your own compliance.

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3) Definitions

For purposes of these Terms:

- "**Digital Assets**" means cryptographic tokens, stablecoins, wrapped assets, and similar blockchain-based assets.
- "**Probability-Based Activities**" means any lottery, gambling, betting, game of chance, sweepstakes, raffle, drawing, random-reward mechanic, or similar activity involving chance, randomness, or probabilistic distribution (including "charity" or "social welfare" lotteries).
- "**Restricted Jurisdictions**" has the meaning set forth in Section 6.

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4) Eligibility; Age; Authority

You may use the Interface only if:

1. you are at least **18 years old** (or the age of majority where you live, whichever is higher);

2. you have the legal capacity to enter into these Terms; and
3. your access and use of the Interface and any Probability-Based Activities is lawful in your jurisdiction.

If you use the Interface on behalf of an entity, you represent you have authority to bind that entity.

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5) The Interface; Wallet Connection; On-Chain Transactions

1. **Wallets.** To use certain features, you must connect a compatible third-party wallet. Your wallet provider's terms apply to you.
2. **On-chain execution.** The Interface may provide transaction prompts, but you control whether to submit transactions. Once submitted, transactions are executed by the relevant blockchain network and/or smart contracts and are typically **irreversible**.
3. **No control over networks.** We do not control any blockchain network, validator set, sequencer, bridge, or third-party protocol (e.g., DEXs) you may use in connection with the Protocol.
4. **Gas fees.** You are solely responsible for all network fees ("gas"), bridge fees, or other third-party fees.

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6) Restricted Jurisdictions; Sanctions; No Circumvention

6.1 Restricted Jurisdictions
You may not access or use the Interface if you are located in, resident in, or otherwise subject to the laws of any jurisdiction where your access to or participation in Probability-Based Activities (or facilitation of them) is prohibited or requires licensing/registration/approval that has not been obtained.
Without limitation, we currently treat the following as Restricted Jurisdictions for the Interface:

- the **United States and its territories/possessions**;
- the **United Kingdom**;
- the **European Union / European Economic Area (EU/EEA)**;
- **Australia**;
- **Singapore**;
- **Japan**; and
- **Mainland China (PRC)**.

We may update Restricted Jurisdictions at any time.
6.2 Sanctions and prohibited persons
You may not use the Interface if you are (a) subject to economic or trade sanctions, (b) located in a comprehensively sanctioned/embargoed jurisdiction, or (c) acting on behalf of any sanctioned person.
6.3 No circumvention
You agree not to use VPNs, proxies, location spoofing, or any other methods to circumvent geographic, compliance, or access restrictions.

6.4 Screening and enforcement
We may implement geofencing, screening, and other controls (including IP/device signals) and may block or restrict access at any time, without notice.

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7) Node Operators; Third-Party Offerings; Separate Terms

The Protocol may enable third parties ("**Node Operators**") to register/configure offerings (including Probability-Based Activities) and operate independent Node Interfaces and sales channels, including revenue sharing parameters.
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If you are a Node Operator, you must comply with any **Node Operator (Sales Node) Terms** we publish or provide, in addition to these Terms. Node Operators are solely responsible for legal compliance, licensing, consumer disclosures, age gating, and all operations and marketing in the jurisdictions they target.
We do not endorse, control, or assume responsibility for Node Operators or their offerings.

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8) No Advice; No Fiduciary Relationship

The Interface and any content are provided for informational purposes only. Nothing on the Interface constitutes legal, financial, investment, tax, or other professional advice. We are not your broker, intermediary, agent, fiduciary, or advisor.
You are responsible for determining whether any activity (including Probability-Based Activities) is lawful and appropriate for you.

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9) Risks; Assumption of Risk

You acknowledge and accept all risks of using the Interface and interacting with the Protocol and Digital Assets, including but not limited to:

- **Smart contract risk** (bugs, exploits, oracle failures, randomness failures, economic attacks);
- **Blockchain risk** (congestion, reorgs, sequencer downtime, MEV, network forks, consensus failures);
- **Market risk** (volatility, depegging, liquidity issues, slippage);
- **Third-party risk** (wallets, DEXs, bridges, RPC providers);
- **Regulatory risk** (classification as lottery/gambling/regulated activity, local prohibitions, enforcement changes);
- **Loss of funds** (including total loss), delays, or inability to withdraw due to protocol conditions or network events.

You understand the Protocol involves probability-based mechanics and outcomes may result in loss. The Protocol's design includes lottery-style mechanisms and third-party sales node models.

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10) User Content; Feedback

If you submit feedback, suggestions, or other materials, you grant us a perpetual, worldwide, royalty-free license to use it for any purpose, without compensation to you, and you represent you have all necessary rights.

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11) Acceptable Use; Prohibited Conduct

You agree not to:

1. violate any applicable law or regulation (including gambling/lottery laws, sanctions laws, or consumer protection laws);
2. use the Interface to facilitate fraud, money laundering, sanctions evasion, or deception;
3. interfere with or disrupt the Interface or networks (including by introducing malware, scraping in a manner that harms service, or exploiting vulnerabilities);
4. attempt to gain unauthorized access to any systems or data;
5. misrepresent affiliation with us or the Protocol;
6. use the Interface in any manner that could reasonably be expected to create legal or regulatory risk for us.

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12) Intellectual Property

The Interface, including its text, graphics, UI, and code (excluding open-source components and third-party content), is owned by or licensed to us and is protected by intellectual property laws.
We grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Interface for your personal or internal business use in accordance with these Terms.

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13) Third-Party Services; Links

The Interface may integrate or link to third-party services (wallets, DEXs, analytics, bridges, node sites). We do not control and are not responsible for third-party services. Your use of third-party services is at your own risk and subject to their terms.

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14) Privacy

Your use of the Interface is subject to our **Privacy Policy** ([link]). You acknowledge that blockchain transactions are public and may be permanently visible.

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15) Modification; Suspension; Termination

We may modify, suspend, or discontinue the Interface (in whole or in part) at any time without notice. We may restrict or terminate your access if we believe you violated these Terms or applicable law or if your use creates security, legal, or reputational risk.

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16) Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE INTERFACE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THAT THE INTERFACE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.
WE DO NOT WARRANT THAT ANY PROBABILITY-BASED OUTCOME, REWARD, DISTRIBUTION, DONATION, OR OTHER RESULT WILL OCCUR AS EXPECTED OR AT ALL.

17) Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE (OR OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR DIGITAL ASSETS, ARISING OUT OF OR RELATING TO YOUR USE OF (OR INABILITY TO USE) THE INTERFACE OR THE PROTOCOL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE INTERFACE WILL NOT EXCEED **USD $100** OR THE AMOUNT OF FEES PAID BY YOU TO US FOR USE OF THE INTERFACE IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS GREATER.
(Some jurisdictions do not allow certain limitations; in such cases, the above may not fully apply.)

18) Indemnification

You agree to defend, indemnify, and hold harmless us and our affiliates from and against any claims, damages, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- your use of the Interface or the Protocol;
- your violation of these Terms or applicable law;
- your participation in or facilitation of any Probability-Based Activities; or
- your infringement of any third-party rights.

19) Changes to These Terms

We may update these Terms from time to time by posting an updated version on the Interface. Your continued use after changes become effective constitutes acceptance of the updated Terms.

20) Governing Law; Dispute Resolution (Fill-in Required)

Governing Law: These Terms are governed by the laws of **[GOVERNING LAW JURISDICTION]**, without regard to conflict of laws principles.
Venue/Jurisdiction: Unless otherwise required by applicable law, you agree that disputes will be brought in **[COURTS / VENUE]**.
Optional Arbitration Clause (Only if you want it):
If you wish to use arbitration/class action waiver language, insert your preferred arbitration provider, seat, and rules here. (This section should be reviewed by counsel to ensure enforceability in your target jurisdictions.)

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21) Miscellaneous

- **Entire Agreement.** These Terms (and any policies referenced) constitute the entire agreement regarding the Interface.
- **Severability.** If any provision is held invalid, the remainder remains in effect.
- **No Waiver.** Our failure to enforce a provision is not a waiver.
- **Assignment.** You may not assign these Terms without our consent; we may assign them as part of a reorganization or asset transfer.