



MerkL Terms & Conditions

Last revised: 22nd of May, 2024

These Terms and Conditions as may be updated from time to time (the “**Terms and Conditions**”) govern the terms upon which Angle Labs (as defined below) shall supply You (the “**Incentivizer**”) with the Merkl Services (as defined below).

Please read these Terms and Conditions before You use the Merkl Services. These Terms and Conditions tell You who we are, how we will provide the Merkl Services to You, how You and We may change or end the contract, what to do if there is a problem and other important information.

These Terms and Conditions are concluded between :

- **Angle Labs, Inc**, a BVI Business Company organized under the laws of British Virgin Islands, having its registered office located at Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgins Islands, and incorporated under number 2068050, duly represented by M. Pablo Veyrat (email address: contact@merkl.xyz), hereafter designated as “**Angle Labs**”, owner of the “MerkL” brand (“**MerkL**”);
- and the Incentivizer, a natural person or legal person, acting in the capacity of professional, who (i) visits or uses Merkl’s web application directly at the url <https://app.merkl.xyz/> (the “**Application**”) published by Angle Labs and/or (ii) uses the Merkl Services that are offered therein, such as those defined in the article entitled “Definition” of these Terms and Conditions.

By utilizing the Merkl Services, You acknowledge and agree that You have read this document and that You agree to be bound by it.

Angle Labs and the Incentivizer are hereafter individually referred to as a “**Party**” and jointly referred to as the “**Parties**”.

BACKGROUND

Please visit the Application and read all the sections for Yourself. The Application provides a non-binding description of the Merkl Services that will be offered by Angle Labs.

DEFINITIONS

In addition to the terms defined elsewhere in these Terms and Conditions, capitalized terms will have the meanings indicated below, whether in the singular or plural.

Angle Labs – means Angle Labs, and “*Us*”, “*We*” or “*Ours*” in these Terms and Conditions.

Application – means the application available at <https://app.merkl.xyz/> on which You can access the Merkl Services.

Fees – has the meaning ascribed to it in Article 4.

Incentivizor – means You, and “You”, “Your”, “Yours”.

Merkl Campaign – means the incentivization campaign that can be created by Incentivizors through the Merkl Services using three alternative ways. When creating a Merkl Campaign, the Incentivizor may be asked, among other things, to provide information such as the name of the token to be distributed as a reward, the timeframe over which the tokens shall be distributed, the Incentivizor’s public address, whitelisted addresses, as well as blacklisted addresses, etc. The exact nature of the required information will be specified on the dedicated section of the Application when the Incentivizor elects to create a Merkl Campaign.

Merkl Documentation Portal – means the page accessible at <https://docs.merkl.xyz/>.

Merkl Services – means the Merkl services that may be provided by Angle Labs, as described in Article 3.

Verification Period – has the meaning ascribed to it in Article 3.

INTERPRETATION

Unless the context of these Terms and Conditions otherwise requires:

- words of any gender include all other genders;
- words using the singular or plural also include the plural or singular respectively;
- the terms “*hereof*”, “*hereby*”, “*hereto*” and derivatives of similar words refer to this entire document;
- the word “*including*” shall mean “*including without limitation*”.

1. SUBJECT

Angle Labs has developed the Application through which it presents the Merkl Services that it offers.

The Application and the Merkl Documentation Portal are also intended to provide Incentivizors with information in order to discover the activity of Angle Labs, its news (events, publications, etc.) and tutorials to guide them in their use of the Application. They also propose features and/or information that enable the Incentivizor to contact Angle Labs.

These Terms and Conditions define the Application access conditions, as well as the conditions of its use and of the online content offered therein, as well as of its features. These Terms and Conditions also govern the delivery of Merkl Services to the Incentivizor in return for the Incentivizor’s compliance with the obligations and guarantees stipulated in these Terms and Conditions.

It is specified that these Terms and Conditions are the only contractual documents relating to the Merkl Services enforceable against Angle Labs, thereby excluding any other document (prospectus, summary information document, presentation of Merkl Services, etc.) that are only for information and non-contractual purposes, and to the exclusion of all other possible conditions of service, sale or purchase that can in no way be enforceable against Angle Labs.

2. TERMS OF ACCEPTANCE AND ENFORCEABILITY OF THE TERMS AND CONDITIONS

Any Incentivizor accessing the Application is required to read these Terms and Conditions, which can be accessed and downloaded via the “*Terms and Conditions*” section on all pages of the Application and must respect the terms thereof.

The Terms and Conditions and the content of these sections can also be communicated by Angle Labs by e-mail upon request by the Incentivizor to: contact@merkl.xyz.

These Terms and Conditions are formally accepted by the Incentivizor when (i) accessing the

Application and (ii) using the Merkl Services.

Angle Labs reserves the right to adapt or modify these Terms and Conditions at any time, without notice. Any new version posted online will prevail over any previous version, notably printed or saved in digital or paper format by the Incentivizor. The Incentivizor is therefore invited to review and read these Terms and Conditions on a regular basis. The applicable version of the Terms and Conditions is the one accessible online while the Incentivizor is visiting and using the Application.

Your continued use of the Application after any such changes, with or without having explicitly accepted the new Terms and Conditions, shall constitute Your consent to such changes.

If You do not agree to such changes, You have no right to obtain information, use the Merkl Services, or access to the Application and must immediately cease use of it.

Incentivizors declare and acknowledge to remain responsible for verifying regularly these Terms and Conditions in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Application.

The Incentivizor who does not wish to accept the new Terms and Conditions can repudiate them and stop using the Merkl Services, under the conditions indicated below.

You understand and agree that We may discontinue or restrict Your use of the Application at any time for any reason or no reason with or without notice and without reference to You and there is no right of appeal.

We reserve the right to restrict Your access from engaging with the Merkl Services. You agree that we have the right to restrict Your access to the Merkl Services via any technically available methods if We suspect, in Our sole discretion, that (a) You are using the Merkl Services for money laundering or any illegal activity; (b) You have engaged in fraudulent activity; (c) You have acquired digital assets using inappropriate methods, including the use of stolen funds to purchase such assets; (d) You are the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other legal or regulatory authority in any applicable jurisdiction; (e) either You, as an individual or an entity is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List"), Consolidated Sanctions List ("Non-SDN Lists"), or any other sanctions lists administered by OFAC; (f) You are located, organized, or resident in a country or territory that is, or whose government is, the subject of sanctions, including but not limited to Cuba, Belarus, Iran, Iraq, Liberia, North Korea, Sudan, and Syria; or (g) You have otherwise acted in violation of these Terms and Conditions. If We have a reasonable suspicion that you are utilizing the Application for illegal purposes, We reserve the right to take whatever action We deem appropriate.

These Terms and Conditions are concluded for an indefinite period.

The Incentivizor acknowledges her/his awareness of the nature, purpose and characteristics of the Application and Merkl Services, as well as of the prerequisites for their use. S/he acknowledges having requested and obtained all necessary information, notably with regard to the quantitative and qualitative characteristics of the Merkl Services, enabling her/him to assess the suitability of the Merkl Services for her/his needs and to enter into the Terms and Conditions with full knowledge of the facts. The Incentivizor is solely responsible for the choice to use the Application and the Merkl Services so that the responsibility of Angle Labs cannot be pursued in any way in this respect.

3. DESCRIPTION OF THE MERKL SERVICES

Angle Labs' purpose is to offer its Incentivizors a solution to incentivize any complex onchain and offchain behavior by deploying Merkl Campaigns in which Incentivizors select a token to distribute, an amount of that same token and a timeframe over which the token should be distributed as a reward. The Merkl Services are described within the dedicated section of the Merkl Documentation Portal.

The specific characteristics of each Merkl Campaign shall be specified by the Incentivizer when creating said Merkl Campaign using one of the three (3) existing ways. Please note that there may be a slight delay before a Merkl Campaign appears on the Application.

Incentivizers will have the opportunity to review distributions associated to their Merkl Campaign at least one (1) hour before the rewards are distributed (the “**Verification Period**”). During the Verification Period, You will have one last chance to verify if the Merkl Campaign meets the characteristics You had in mind (*i.e.*, to check if You have not made any mistake when entering the specifics of said Merkl Campaign). Failing to denunciate the Merkl Campaign within the Verification Period will be deemed to be a formal and final confirmation of its specifics and the ongoing distribution. In other words, the Merkl Campaign’s details will be confirmed as final. After the Verification Period ends, the rewards will be distributed.

Angle Labs will be able to widen its range of Merkl Services by releasing new services on the Application. These new services are deemed to be an integral part of the Merkl Services as defined in the Article “Definitions” of these Terms and Conditions and will be governed by these Terms and Conditions. Unless otherwise indicated, the new Merkl Services may be used by the Incentivizer as soon as they are effectively available on the Application.

To the maximum extent permitted by law, Angle Labs may, at any time and without notice, develop, improve or adapt the Application and the Merkl Services, and more generally the services offered, in view of an improvement for example of the features offered on the Application or within the framework of the Merkl Services. This may include the roll-out of update(s), new version(s), new services or other services, or the removal of existing Merkl Services.

In case of definitive discontinuation of an existing Merkl Service, Angle Labs will take reasonable endeavours to notify the Incentivizers of this change with reasonable notice, and to provide them with alternative solutions (*e.g.*, transfers to a third-party service provider, etc.). In case of definitive discontinuation of all Merkl Services, Angle Labs will proceed with the termination hereof.

Moreover, Angle Labs may at any time and without notice complete or modify the Application, its content and the Merkl Services available through it, according to the evolution of technologies. As relevant, the Incentivizer must ensure that her/his computer/phone resources are suitable for the changes of the Application and the Merkl Services.

4. FEES

In exchange for the Merkl Services described above, Angle Labs shall charge a maintenance fee applied to incentives that are sent by Incentivizers through the Merkl Campaign (the “**Maintenance Fee**”). The exact percentage of the Maintenance Fee will be displayed on the Merkl Campaign creation section of the Application. Please note that the exact calculation of the Maintenance Fees is subject to reduction on a case by case basis between the Parties. For instance, We, at our sole discretion, can decide not to apply the Maintenance Fee if the address incentivized is or contains a whitelisted token (*e.g.*, an Angle Protocol stablecoin).

In addition, Angle Labs may charge the Incentivizers with an integration fee in exchange for a technical assistance allowing the Incentivizers’ project to be compatible with the Merkl Campaign they wish to create (the “**Integration Fee**”). The exact amount of the Integration Fee will be proposed to the Incentivizer who will have to either accept or reject it.

Finally, Incentivizers may be charged with a residual fee corresponding to part or all of the rewards sent through the Merkl Services that would remain unclaimed for a period of more than one (1) year (the “**Unclaimed Rewards Fee**”).

The Maintenance Fee, the Integration Fee and the Unclaimed Rewards Fee are referred to as the “**Fees**”.

In addition to those Fees, gas fees may be applied. You recognize and acknowledge that gas fees

are not within the control of Angle Labs.

5. REPRESENTATION, WARRANTIES AND COVENANTS

As the case may be, no legal guarantee of conformity applies to the Merkl Services and to these Terms and Conditions.

You hereby agree that by using the Merkl Services, You warrant and represent the following to be true:

- You are of sound mind and have the requisite power and authority to understand and agree to these Terms and Conditions and to carry out and perform the obligations as set out hereunder and that You fully understand English and this English version of these Terms and Conditions.
- You are of legal age (*i.e.*, at least 18 years old) and have full legal capacity to enter into commitments under these Terms and Conditions.
- In addition, You declare and acknowledge that You are not a US citizen or national or act for a company that is domiciliated in the US or majority owned by US citizens or US companies, nor any other country subject to further sanctions and/or AML risks, such as: Afghanistan, Albania, Angola, Azerbaijan, Bosnia and Herzegovina, Bahamas, Barbados, Burma, Botswana, Burkina Faso, Burundi, Cayman Islands, Cambodia, Cameroon, Crimea, Luhansk or Donetsk (Ukraine), Chad, China, Congo, Congo (Democratic Republic), Cuba, Ethiopia, Eritrea, Fiji, Palau, Ghana, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Jamaica, Jordan, Lao people Democratic Republic, Liberia, Libya, Madagascar, Malia, Mozambique, Nicaragua, Uganda, Nigeria, Korea North, Pakistan, Panama, Puerto Rico, American Samoa, Senegal, Somalia, South Sudan, Sri Lanka, Sudan, Syria, Tajikistan, Trinidad and Tobago, Turkmenistan, Uganda, Uzbekistan, Vanuatu, Venezuela , Yemen, Zimbabwe.
- The funds You provide, including any digital assets, have not been derived from or related to any unlawful activity including but not limited to money laundering, terrorist financing and furthermore You agree that You will not use the Application or Merkl Services for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes. Angle Labs reserves the right to terminate Your use thereof should You use or attempt to use the Application or Merkl Services for unlawful purposes, including, but not limited to, sending or storing any unlawful material or for fraudulent purposes.
- You will only use the Application for Your personal and sole use.
- You will not use the Application to cause nuisance, annoyance, or inconvenience. You guarantee Us against any breach that may result from the Merkl Services' use.
- You will not impair the proper operation or reputation of the business of Angle Labs.
- You will not try to harm the business of Angle Labs in any way whatsoever.
- You hereby note You are solely responsible for Your own tax liability, if any, in relation to the Merkl Services which may adversely affect You including but not limited to withholding taxes, income tax, VAT, CGT or other applicable taxes.
- You hereby note that You have sole responsibility for the acquisition, appreciation or depreciation of the value of the digital assets related to the Merkl Services.
- As the information available on the Application is provided solely for informational purposes, You shall take any and all steps to check and verify the completeness, accuracy, validity, and suitability of any and all information accessible on the Application.
- You acknowledge that in case You do not denunciate any inaccuracy in the Merkl Campaign within the Verification Period, Your silence will be deemed to be a final and formal confirmation of the Merkl Campaign.

- You acknowledge that We do not warrant that Your access and use of the Application will be uninterrupted, timely, and free from errors, defects, malfunctions, viruses, malicious codes, or other harmful elements of any kind whatsoever.
- The Merkl Services are based on an experimental software provided “AS IS” and “AS AVAILABLE” without warranties of any kind. As a consequence, You should use it at your own discretion and own risk. There may notably be delays in the onchain Merkle root updates and there may be flaws in the script or in the infrastructure used to update results onchain. In that regard, everyone can permissionlessly dispute the rewards which are posted onchain, and when creating a Merkl Campaign, you are responsible for checking the results and eventually dispute them before the end of the Verification Period.
- If You are specifying an invalid address to incentivize or an address that is not marked as supported when creating a Merkl Campaign, Your rewards will not be taken into account, instead, all the rewards will be distributed to the address which created the Merkl Campaign so you can recover the funds.
- If You do not blacklist smart contracts which could be eligible for rewards (*e.g.*, liquidity position managers or smart contract addresses holding LP tokens that are not natively supported by the Merkl system), then the script will not be able to take the specificities of these addresses into account, and it will reward them like a normal externally owned account would be. If these are smart contracts that do not support external rewards, then rewards that should be accruing to it will be lost.
- If rewards sent through the Merkl Services remain unclaimed for a period of more than one (1) year (because they are meant for instance for smart contract addresses that cannot claim or deal with them), then We reserve the right to recover these rewards and/or redistribute part of it.
- By interacting with the Merkl Services smart contract to deposit an incentive for a pool, You are exposed to smart contract risk and to the offchain mechanism used to compute reward distribution.
- If the rewards You are sending are too small in value, or if You are sending rewards using a token that is not approved for it, Your rewards will not be handled by the script, and they will be lost.
- If You mistakenly send too much rewards compared with what You wanted to send, You will not be able to call them back. You will also not be able to prematurely end a reward distribution once created. In other words, You guarantee Us against any error in the amount of reward sent to the Merkl Services.
- The script handling reward distribution for an address may not look at all the onchain actions (*e.g.*, swaps on a pool) during the time for which you are incentivizing, but just at a subset of it to gain in efficiency. Overall, by distributing incentives using the Merkl Services, You acknowledge that You are aware of how the script works, of the approximations it makes and of the behaviors it may trigger (*e.g.*, just in time liquidity).
- Rewards corresponding to incentives distributed through the Merkl Services do not compound block by block, but are regularly made available (through a Merkle root update) at a frequency which depends on the chain.
- You acknowledge and agree that We are only entering into a contractual relationship with You (*i.e.*, excluding any person benefiting directly or indirectly from the rewards allocated through the Merkl Services).

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall Angle Labs (nor its officers, directors,

employees, agents, representatives or affiliates) be liable for any direct, indirect, punitive, incidental, special, or consequential damages or losses arising out of, or in any way connected with, your access to, display on, or use of the Merkl Services or with the delay or in ability to access, display, or use the Merkl Services (including, but not limited to (i) Incentivizers errors or omissions in, or loss or damage incurred as a result of the use of any content made available through the Merkl Services; (ii) personal injury or property damage, of any nature whatsoever, resulting from any access or use of the Merkl Services; (iii) unauthorized access or use of any secure server or database in our control, or the use of any information or data stored therein; (iv) interruption or cessation of function related to the Merkl Services; (v) unusual or illegal use of the Merkl Services; (vi) the prices displayed on the Application; (vii) any immaterial, indirect, successive, special, exemplary, punitive or consequential damage, arising out of or in connection with these Terms and Conditions such as a commercial loss, loss of profit or commercial disorder; (viii) external events outside of Our control, including but not limited to breakdowns or malfunctions of the Merkl Services not caused by Angle Labs (cyberattack), bugs, viruses, requirements and risks inherent to the Application, (ix) regulations in force and mandatory in the country of the Incentivizer; and (x) force majeure events, whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if We have been advised of the possibility of such damages.

7. INDEMNIFICATION

You agree to indemnify and hold Angle Labs and Our affiliates, subsidiaries, and Our and their officers, directors, managers, employees, agents, representatives, suppliers, and contractors (the “**Indemnified Parties**”) harmless from any losses, damages, judgments, fines, and costs, including legal fees and expenses, in connection with any claims arising out of or relating to (a) Your use of the Merkl Services, (b) Your violation of any law, rule, statute, regulation, by-law, order, protocol, code, decree, or another directive, requirement, or guideline, (c) any misrepresentations by You, or (d) Your breach of these Terms and Conditions.

For the avoidance of doubt, You should indemnify Angle Labs and the Indemnified Parties from any claim initiated by the person directly or indirectly receiving the rewards as a consequence of Your use of the Merkl Services.

8. DISCLAIMERS

If You choose to use the Merkl Services, You do so entirely at Your own risk and, to the fullest extent permitted by applicable law, subject to the terms contained in this clause.

You acknowledge and agree that We do not have any obligations, whatsoever, or under any circumstances, to conduct any checks not required by applicable law, including but not limited to, background checks, on any Incentivizer.

We will only make such checks as are required by law or in our opinion reasonably necessary in order to offer the Merkl Services.

You hereby acknowledge and agree that the Merkl Services as well as the Application are made available ‘as is’ and ‘as available’, with no warranties of any kind whatsoever and that, without prejudice to the generality of the foregoing, We make no warranty regarding, and shall have no responsibility for, the accuracy, availability, reliability, security, fitness for purpose or performance of the same.

We make no warranty that the Merkl Services, including but not restricted to, any information provided via any communication will meet Your requirements or will be available or made available in an uninterrupted, secure or error-free basis.

We make no warranty in respect of the quality of any content, truthfulness, completeness or reliability of any content obtained through the Application.

No advice or information, whether either oral or in writing, obtained from Us or Our Application will create any warranty expressly or otherwise, herein.

We disclaim any liability for interruption, delay or errors in use and is not liable for any loss whatsoever whether direct, indirect or consequential loss.

Angle Labs does not guarantee, warrant or represent that any item downloaded from the Internet on this Application is free from viruses. You are explicitly responsible for implementing appropriate procedures, anti-virus protection and software to protect Yourself and Your data. In this regard, Angle Labs is not liable for any damage caused to Your equipment due to the use of the Application or through material posted on the Application. You should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from us Your use is entirely at Your own risk.

Angle Labs bears no responsibility for the success or otherwise of the Merkl Services, You hereby acknowledge that the Merkl Services are in development stage and therefore Angle Labs cannot provide any warranty whatsoever in relation to the success or otherwise of the said Merkl Services.

The Application may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Us. We do not endorse or assume any responsibility for any such third-party websites, information, materials, products, or services. If You access a third-party website from the Application, You do so at Your own risk, and You understand that these Terms and Conditions do not apply to Your use of such websites. You expressly relieve Us from any and all liability arising from Your use of any third-party website, service, or content. Additionally, Your dealings with or participation in promotions of advertisers found on the Application, including payment and delivery of goods, and any other terms (such as warranties) are solely between You and such advertisers. You agree that we shall not be responsible for any loss or damage of any sort relating to Your dealings with such advertisers.

The regulatory status of digital assets remains unclear or unsettled in many jurisdictions. Indeed some jurisdictions may implement legislation that will affect the Merkl Services. Angle Labs accepts no liability in relation to regulatory action that may be taken or which may affect Angle Labs in the future. Furthermore Angle Labs may cease operations in a jurisdiction which takes regulatory action, changes laws adversely or makes it commercially undesirable to trade in such jurisdiction.

The Incentivizer acknowledges and agrees that using the Merkl Services in order to create a Merkl Campaign does not give the Incentivizer any rights in the form of equity or debt interest in Angle Labs and/or its affiliates. The Incentivizer rights are strictly limited to those set out under these Terms and Conditions.

The Incentivizer acknowledges and agrees that s/he may only access the Application using authorised means. Angle Labs is not liable if You do not have a compatible device, computer, operating system, browser, or any other software or hardware with which the technology is not compatible. Angle Labs reserves the right to terminate Your use thereof should You use or attempt to use an incompatible or unauthorised device.

The disclaimers are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by Angle Labs. In the event of a conflict between the Terms and Conditions and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall take precedence.

9. PROVISIONS

Any reference to statute, enactment, order or regulation or other similar instrument made in these Terms and Conditions, shall be construed as a reference or instrument as it is force for the time being taking into account any amendment, extension, application, consolidation or re-enactment and includes all and any subordinate legislations for the time being in-force.

In the event that one or more of these Terms and Conditions or any part thereof being or becoming invalid, illegal or unenforceable in any respect, it shall to the extent of such invalidity, illegality or unenforceability be deemed to be severed and removed and all remaining terms shall remain in full force and effect.

10. GENERAL TERMS

Unless You tell us otherwise, or the law requires otherwise, You agree to receive all communications from Us through the dedicated Discord channel: <https://discord.gg/Gs8MUrUVP3>.

Angle Labs draws the attention of the Incentivizers to the risks inherent in any economic operation involving digital assets. Use of the Merkl Services by the Incentivizers implies acceptance of these risks. In this respect, any financial losses suffered by the Incentivizer and resulting from the use of the Merkl Services will not constitute a situation of unpredictability and will not give rise to the right to take advantage of any legal or regulatory provisions that may be applicable to such a situation, which the Incentivizer formally acknowledges and accepts. The same applies more generally in the event that the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the Terms and Conditions, even if their execution proves excessively burdensome, with the Incentivizer agreeing to bear all economic and financial consequences and in this case to waive the possibility of claiming any legal or regulatory provisions that would be applicable to such a situation of unpredictability.

Any waiver of any breach of these Terms and Conditions by Angle Labs, or any default, under any provision of these Terms and Conditions by the Incentivizer shall only be valid if agreed in writing. Any further or subsequent breach or default by the Incentivizer whether similar or otherwise shall in no way affect these Terms and Conditions. Similarly, any failure or delay, by either Party to these Terms and Conditions, to insist upon strict performance of any of the provisions of these Terms and Conditions shall not be construed as a waiver of any of its rights, under these Terms and Conditions.

These Terms and Conditions contains all of the terms which the Parties have agreed to in relation to the use of the Application and use of the Merkl Services and the Terms and Conditions supersede any prior written or oral content, agreement, representations or undertakings between the Parties or made by third parties. It is acknowledged by the Incentivizer that they have not acted, relied on or been induced to enter into the use of the Merkl Services by reason of any representations made by or on behalf of Angle Labs.

Unless otherwise stated, the periods and times indicated in these Terms and Conditions are in calendar days.

11. ASSIGNMENT

Angle Labs reserves the right to assign Our rights and duties under these Terms and Conditions to any person at any time without notice to You, nor will we seek Your approval on any such assignment. Angle Labs may proceed to a notification to the Incentivizers, for information only.

12. LAW AND JURISDICTION

These Terms and Conditions shall be governed and construed in accordance with the laws of the British Virgin Islands.

IN CASE OF DISPUTE AS TO THE INTERPRETATION OR EXECUTION OF THESE TERMS AND CONDITIONS, THE PARTIES WILL MAKE EVERY EFFORT TO FIND AN AMICABLE SOLUTION.

In the absence of an amicable resolution, You acknowledge and accept that in the event of a claim or dispute, they shall be submitted to the exclusive jurisdiction of the competent court of British Virgin Islands.

These Terms and Conditions may be translated by Angle Labs or third parties into other languages. The English version will prevail in case of differences arising in translation.

13. CONTACT US

If You have any questions, do not hesitate to contact us using the following e-mail:
contact@merkl.xyz.