

# Terms of Use

Last updated on January 26, 2025

These Terms of Use ("Terms") explain the terms and conditions by which you may access and use this website-hosted user interface ("Interface"), available at [app.hyperliquid.xyz](https://app.hyperliquid.xyz). The Interface is made available by Hyperliquid Corp. ("Company", "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 interaction with Hyperliquid, a decentralized, permissionless, and community-driven blockchain ("Hyperliquid"). The Company does not own, control, or operate Hyperliquid, nor can it modify or interfere with its functionality, security, or availability. The Interface is not the exclusive means of accessing Hyperliquid.
- 1.2 All transactions conducted on Hyperliquid are executed by a decentralized set of validators. The Company is solely a provider of the Interface, has no involvement in the execution of transactions, and expressly disclaims any liability for losses or damages arising from or related to any interaction with, or actions taken on, Hyperliquid through the Interface.
- 1.3 To use the Interface, you must use a non-custodial 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. When you connect your wallet to 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 through the Interface, is entirely at your own risk.
- 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 or Ontario, Canada; (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"); and (c) citizens of Restricted Territories, regardless of their location. Restricted Persons are strictly prohibited from accessing or using the Interface described herein.
- 1.6 You are solely responsible for determining whether your access to and use of the Interface complies with applicable laws and regulations in your jurisdiction, including, but not limited to, laws governing leveraged or derivative trading. By using the Interface, you expressly represent and warrant that your activities are lawful under such applicable laws.

## 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 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 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; (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 Hyperliquid; (g) slippage or market inefficiencies when executing trades; (h) any malfunction or failure of Hyperliquid or its decentralized set of validators; and (i) regulatory actions or legal uncertainties affecting the availability or use of Hyperliquid 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 Hyperliquid, 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 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, wallet credentials, and other sensitive information related to your interaction with the Interface or, through it, Hyperliquid. 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, 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, or other methods to conceal your location; (b) making false statements or misrepresentations about your residency, citizenship, or compliance with applicable laws; or (c) 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, or any associated code, including attempts to gain any unauthorized access or manipulate transactions.
- 3.1.8 Automated or High-Frequency Abuses. Activity that employs bots, scripts, or other automated methods to interact with the Interface in ways that exceed reasonable usage, bypass rate limits, cause denial-of-service conditions, or disrupt the normal functioning of Hyperliquid or related systems.
- 3.1.9 Manipulation of Leverage and Liquidation Processes. Activities designed to exploit vulnerabilities in the leverage or liquidation mechanisms of Hyperliquid, 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, or consumer protection.
- 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, 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 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. PROGRAMS

- 5.1 The Company may, from time to time, in its sole discretion, make certain programs, special offers, challenges, bonuses or other promotions available to participants (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, or discontinue any Program at any time without notice or liability to participants in such Program. 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; 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.

## 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, 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 or terminate your participation in any feature on the Interface in its sole discretion, including, but not limited to, cases where the Company determines or suspects that your use of the Interface is unauthorized, deceptive, fraudulent or unlawful; intentionally subverts the purposes of the Interface; or would require suspension or termination to comply with applicable laws, regulations or legal orders.
- 6.3 The Interface does not impose any fees; however, fees may be incurred on Hyperliquid when you interact with it through the Interface. 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 are irreversible. The Company assumes no liability for errors or omissions made during transaction confirmations on Hyperliquid, including accidental transmissions or incorrect wallet interactions. 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, 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 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 or perpetual futures 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 or other malicious acts by third-parties; and (g) any failure of Hyperliquid or its supporting infrastructure, including cross-chain bridges.
- 8.2 The Company does not and cannot guarantee the security, performance, or reliability of Hyperliquid, its 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.
- 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 through the Interface, including in respect of any trading losses, liquidation events, or other financial impact; (c) any reliance on market data, token values, 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 Hyperliquid; and (e) any regulatory, tax, or legal consequences arising from your use of the Interface or participation in activities on Hyperliquid through it.
- 8.4 By using the Interface to engage in trading or other activities on Hyperliquid, 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, 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 attorney’s fees and court costs) arising out of or related to: (a) your access to or use of the Interface; (b) your interaction with Hyperliquid 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 Activities); (e) any other party’s access to and use of the Interface or, through the Interface, Hyperliquid, 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 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 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, 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, 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 through the Interface, or participation in any trading or financial activity conducted via such interaction with Hyperliquid, 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, 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 Hyperliquid; 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, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding \$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.

## 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 or representative action, whether in arbitration or any other forum.
- 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 support@hyperliquid.zendesk.com. 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. Neither you nor the Company may bring a Dispute in any court located in the United States of America.

- 11.5 The arbitrator shall have the exclusive authority to resolve all procedural and substantive disputes related to these Terms 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.

## 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 at <https://app.hyperliquid.xyz/privacypolicy>.
- 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.