

FortunePots — Terms of Service

These Terms of Service ("Terms") govern your access to and use of the FortunePots website interface (the "Interface") and the FortunePots smart-contract protocol on the Solana blockchain (the "Protocol"). By accessing or using the Interface or Protocol, you agree to these Terms. If you do not agree, do not use the Interface or Protocol.

1. Eligibility

You represent and warrant that you:

are at least 18 years old and have full legal capacity to enter these Terms;

are not a resident, citizen, or located in any Prohibited Jurisdiction (Section 10) and not subject to any sanctions list (OFAC, UN, EU, or other);

will use the Interface and Protocol only where doing so is lawful in your jurisdiction, which you are solely responsible for determining; and

are not using the Interface or Protocol on behalf of any sanctioned or restricted person.

2. Nature of the Service — Important

FortunePots lets users contribute a fixed amount of USDC to a shared pool. When the pool's time window ends, one participant is selected at random and receives the pooled amount minus a platform fee; all other participants receive nothing.

This is a game of chance with risk of total loss of your contribution. It is not an investment, savings product, security, deposit, or a promise of profit or return. Outcomes are random; past results do not affect future ones.

Depending on your jurisdiction, participation may be regulated as gaming or be prohibited. You are responsible for ensuring your participation is legal.

3. Non-Custodial; Your Wallet

The Protocol is composed of permissionless smart contracts. The Operator does not take custody of your funds; contributions are held by an on-chain program vault and disbursed automatically by the contract logic.

You are solely responsible for your wallet, private keys, and seed phrase. We cannot recover lost keys, reverse transactions, or retrieve mistaken transfers.

Blockchain transactions are final and irreversible.

4. Winner Selection & Fairness

Winners are selected using ORAO VRF, a verifiable random function recorded on-chain.

While designed to be tamper-resistant and publicly verifiable, you acknowledge that no system is risk-free and that oracle, network, or contract issues may occur (see RISK_DISCLOSURE).

5. Fees

A platform fee of 10% of each settled pot is deducted and sent to the Operator's fee wallet at settlement. The current fee is shown in the Interface and may change prospectively; changes do not apply retroactively to already-created pools.

6. Taxes

You are solely responsible for determining, reporting, and paying any taxes applicable to your use of the Protocol, including on any amounts won.

7. Prohibited Conduct

You agree not to:

- (a) use the Interface/Protocol for money laundering, terrorist financing, fraud, or any illegal purpose;
- (b) exploit, attack, or attempt to manipulate the contracts, randomness, or other users;
- (c) use bots or automation to gain an unfair advantage in violation of these Terms; or (d) circumvent the geographic or eligibility restrictions.

8. No Warranties

THE INTERFACE AND PROTOCOL ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant that the Interface or Protocol will be uninterrupted, error-free, or secure.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OPERATOR AND ITS CONTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, DIGITAL ASSETS, OR DATA,

ARISING FROM OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE INTERFACE OR PROTOCOL. OUR AGGREGATE LIABILITY WILL NOT EXCEED USDC 1,000. Some jurisdictions do not allow these limitations, so they may not fully apply to you.

10. Geographic Restrictions

The Protocol is not offered to persons located in Prohibited Jurisdictions, which include: the United States and its territories, Belarus, the Democratic People's Republic of Korea (North Korea), the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine, Cuba, Iran, Libya, Somalia, Sudan, South Sudan, Syria, Yemen, and Zimbabwe, as well as any other regions or countries subject to applicable sanctions or restrictions. We may block access from these locations and may add jurisdictions at any time.

11. Indemnification

You agree to indemnify and hold harmless the Operator and its contributors from any claims, damages, or expenses (including reasonable legal fees) arising from your use of the Interface or Protocol or your breach of these Terms or applicable law.

12. Modifications

We may modify these Terms or the Interface at any time. Material changes will be posted with an updated effective date. Continued use after changes constitutes acceptance. The Protocol's deployed smart contracts may be immutable or upgrade-restricted; the Interface may change independently.

13. Governing Law & Dispute Resolution

These Terms shall be governed by and construed in accordance with the applicable laws to the fullest extent permitted, without regard to conflict of law principles.

Any disputes arising out of or relating to these Terms shall be resolved in accordance with applicable law and subject to the competent courts or authorities having jurisdiction.

14. Miscellaneous

If any provision is unenforceable, the remainder stays in effect. These Terms are the entire agreement between you and the Operator regarding the Interface and Protocol. Our failure to enforce a right is not a waiver.

Last updated: July 2026