

****Beta Tester Agreement****

KHADZ Solutions, Inc. d/b/a HySkyl

Effective Date: July 1, 2026

Last Updated: July 1, 2026

Version: 1.0

This Beta Tester Agreement ("Beta Agreement") governs your participation as an invited beta tester of the HySkyl platform at hyskyl.com (the "Platform"), operated by KHADZ Solutions, Inc., a Delaware corporation doing business as HySkyl ("HySkyl," "we," "us," or "our").

This Beta Agreement supplements the HySkyl Terms of Service, Privacy Policy, and Wagering Agreement. In the event of a conflict between this Beta Agreement and any of those documents regarding matters specific to the beta program, this Beta Agreement controls. All other matters are governed by the applicable underlying document.

By accepting an invitation to participate in the HySkyl beta and using the Platform, you agree to be bound by this Beta Agreement. If you do not agree, do not accept the invitation and do not use the Platform.

**1. Beta Program Overview**

The HySkyl beta is an invite-only, pre-release program designed to validate the Platform, identify defects, and refine the user experience prior to general availability. As a beta tester, you are among a limited group of users granted early access to the Platform in exchange for accepting the risks and responsibilities set forth in this Beta Agreement.

**2. Pre-Release Status Acknowledgment**

You acknowledge and accept that the Platform is a pre-release product. As such:

- The Platform may contain defects, errors, or incomplete features.
- The Platform may experience downtime, service interruptions, or performance degradation without notice.
- Features, prize structures, competition formats, fees, limits, and user interface elements may change at any time during the beta.
- Platform data, including competition history, wallet transactions, and account settings, may be reset, adjusted, or migrated during the beta as required to test and improve the Platform.
- Third-party game developer APIs on which the Platform depends may be unavailable or return incomplete data during the beta.
- HySkyl does not warrant that the Platform will meet your requirements or that it will operate without interruption or error during the beta period.

**3. Real-Money Risk Despite Beta Status**

You acknowledge and accept that real money moves through the Platform during the beta. Beta status does not alter or reduce the real-money risk associated with Platform wagering. Specifically:

- You may lose all funds you wager during the beta.
- Beta status does not entitle you to reimbursement of wagering losses

attributable to your own performance.

- Where a Platform defect materially affects the outcome of a competition, HySkylI will apply the force-resolve mechanisms set forth in the Wagering Agreement.

- HySkylI makes no commitment to reimburse losses that result from your voluntary participation in competitions during the beta.

4. Beta Period Deposit and Wagering Limits

To bound risk during the beta, HySkylI enforces conservative limits on beta tester activity. Current beta limits include:

- Maximum \$200 per individual withdrawal request.
- Maximum \$500 per user per 24-hour withdrawal period.
- Manual review of withdrawals above \$300.
- Per-competition wager caps as disclosed on each competition entry screen.

These limits may be adjusted during the beta. Current limits are enforced at the time of the applicable action.

5. Feedback Commitment

As a beta tester, you agree to provide feedback to HySkylI regarding your experience with the Platform. Feedback may take the form of:

- Bug reports submitted through the Platform's feedback interface or by email to support@hyskylI.com.
- Responses to periodic surveys or feedback prompts.
- Participation in optional feedback sessions or interviews arranged by HySkylI.

You retain no ownership interest in any feedback you provide. All feedback becomes the property of HySkylI and may be used, disclosed, incorporated into the Platform, or otherwise applied by HySkylI without notice, attribution, or compensation to you.

6. Beta-Specific Data Handling

In addition to the data handling practices set forth in the Privacy Policy, HySkylI may collect and analyze the following categories of beta tester data during the beta period for product analysis, defect identification, and Platform improvement purposes:

- Session recordings of anonymized or aggregated user interactions with the Platform.
- Detailed usage telemetry, including click paths, feature engagement, and time-on-task measurements.
- Error logs and crash reports.
- Feedback content you voluntarily submit.

This information is used solely for the purposes described above. HySkylI does not share beta tester data with third parties for their marketing purposes. You may request access to or deletion of your beta tester data subject to the terms of the Privacy Policy.

7. Beta Confidentiality

The Platform is a pre-release product and contains features, prize structures, competition mechanics, and business logic that are not yet public. You agree that you will:

- Not publicly disclose specific defects, exploits, or vulnerabilities you discover during the beta before providing HySkylld a reasonable opportunity to address them (at minimum 30 days from responsible disclosure to HySkylld).
- Not publicly disclose non-public Platform features, prize structures, or business logic without HySkylld's prior written consent.
- Not use non-public information about the Platform for commercial purposes outside the beta program.

Nothing in this Section prohibits you from (a) discussing your general experience as a beta tester (including whether you like or dislike the Platform); (b) reporting concerns to regulators, law enforcement, or your legal counsel; or (c) complying with applicable law.

8. Beta Duration and Termination

The beta program has no fixed duration. HySkylld may end the beta or transition to general availability at any time. HySkylld may terminate your beta participation at any time, with or without cause, by written notice (including by email) to you.

Upon termination of the beta or of your participation:

- Your access to the Platform may be suspended, transitioned to general availability terms, or withdrawn, as HySkylld determines.
- Any remaining Platform balance will be paid out to your verified payment method under the withdrawal terms of the Wagering Agreement, subject to compliance review.
- This Beta Agreement will remain in effect with respect to any actions taken during the beta period, including feedback provided and confidentiality obligations.

9. Opt-Out

You may opt out of the beta program at any time by:

- Sending written notice to support@hyskylld.com stating your intent to opt out.
- Using the beta opt-out mechanism in your account settings, where available.

Opting out ends your beta participation and returns your account to the standard terms applicable to non-beta users, if any, or closes your account as you elect. Opting out does not release you from confidentiality obligations under Section 7 with respect to information you received during the beta.

10. No Warranty and Limitation of Liability

THE PLATFORM IS PROVIDED TO BETA TESTERS "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. HYSKYLDD EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE PLATFORM DURING THE BETA PERIOD.

The limitation of liability provisions of the HySkylld Terms of Service apply to this Beta Agreement and are incorporated by reference. Nothing in this Beta Agreement limits any liability that cannot be limited under applicable law.

11. Governing Law and Arbitration

Governing law, arbitration, class action waiver, and jury trial waiver provisions of the HySkyll Terms of Service apply to this Beta Agreement and are incorporated by reference.

12. Amendments

HySkyll may update this Beta Agreement at any time. Material changes will be communicated by updating the "Last Updated" date and Version number and, where appropriate, by email or in-Platform notice. Continued participation in the beta after changes constitutes acceptance of the updated Beta Agreement. HySkyll maintains a per-user record of the version of this Beta Agreement accepted at each material update.

13. Contact

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hyskyll.com

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