

****Terms of Service****

KHADZ Solutions, Inc. d/b/a HySkyl

Effective Date: July 1, 2026

Last Updated: July 1, 2026

Version: 2.0

Please read these Terms of Service ("Terms") carefully before using 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").

By creating an account or using the Platform, you agree to be bound by these Terms, our Privacy Policy, and any supplemental agreements applicable to your use of the Platform, including the Wagering Agreement and the Beta Tester Agreement. If you do not agree, do not use the Platform.

**1. Eligibility**

You must be at least 18 years of age, or the age of majority in your jurisdiction if higher, to use the Platform. By registering, you represent and warrant that you meet this age requirement.

The Platform is not available to residents of, or persons physically present in, the following states: Arizona, Arkansas, Connecticut, Delaware, Hawaii, Louisiana, Montana, South Carolina, South Dakota, Tennessee, Utah, and Washington. Registration attempts from these jurisdictions will be rejected. Wagering attempts detected as originating from these jurisdictions will be blocked.

Residents of Florida may participate in lobby competitions and tournament formats with pre-announced fixed prizes. Head-to-head (1v1) wagering is not available to Florida users.

HySkyl is currently operating on an invite-only beta basis. Access requires a valid invite code. Beta participation is governed by a separate Beta Tester Agreement, which you must accept in addition to these Terms.

HySkyl uses geolocation and identity verification to restrict access in prohibited jurisdictions. You are solely responsible for determining whether participation is legal in your jurisdiction. Access from a prohibited jurisdiction, including through VPNs, proxies, or other circumvention tools, is strictly prohibited and will result in immediate account termination and forfeiture of any pending winnings.

**2. Skill-Based Wagering**

HySkyl is a skill-based competitive gaming platform. Outcomes are determined by the relative skill, knowledge, and experience of participants, not by chance. HySkyl's wagering activities are designed to qualify as skill-based contests under applicable law, including the safe harbor provisions of the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA), 31 U.S.C. § 5362(1)(E)(ix).

By participating in wagering on the Platform, you acknowledge that outcomes depend on your gaming skill and that you may lose the funds you wager.

**2.1 Fixed Pre-Announced Prizes**

All competition prizes on the Platform are fixed and pre-announced prior to competition entry. Prize amounts and prize tier allocations are established when a competition is created and do not depend on the number of entrants, total

wagers placed, or any other post-entry factor. Prize structures are displayed on the competition entry screen before you commit to participate. Additional detail regarding wagering mechanics, prize structures, and dispute resolution is set forth in the Wagering Agreement.

3. Account Registration and Identity Verification

To participate in real-money wagering, you must:

- Create an account with accurate, complete information.
- Complete identity verification through our identity verification partner, Stripe Identity, including providing a government-issued ID and a selfie. Identity documents and biometric images are collected and retained by Stripe and are not transmitted to or stored by HySkyl. HySkyl receives only the verification result and basic verified attributes necessary for compliance.
- Be the age of majority in your jurisdiction (minimum 18).
- Have a valid payment method on file.

You may only maintain one account. Multiple accounts are prohibited and will result in termination of all accounts and forfeiture of balances.

Employees, contractors, officers, directors, and members of the immediate household of any of the foregoing of KHADZ Solutions, Inc. and its affiliates are not permitted to participate in real-money wagering on the Platform.

You may close your account at any time by contacting legal@hyskyl.com. Upon closure, any remaining balance will be paid out to your verified payment method, subject to the withdrawal terms in Section 4 and any pending compliance review.

4. Deposits, Withdrawals, and Funds Handling

Deposits and withdrawals are processed by Stripe, our payment processor. Minimum and maximum deposit amounts are displayed at the time of deposit.

User balances are tracked on HySkyl's internal ledger and are held in HySkyl's Stripe account for the exclusive purpose of Platform wagering. HySkyl does not commingle Platform balances with operating funds. HySkyl transfers funds from its Stripe account to its operating bank account only following the completion and full settlement of the events from which those funds were derived.

Withdrawals are subject to identity verification, compliance review, and a minimum 48-hour hold on any funds derived from recent deposits. This hold applies to all withdrawal requests and is used to detect and prevent fraud, account compromise, chargeback abuse, and prohibited activity. Additional holds or reviews may apply based on account activity.

HySkyl does not pay interest on user balances. HySkyl is not a bank, a money services business, or a money transmitter, and Platform balances are not deposits and are not insured by the FDIC or any other government agency.

5. Responsible Gaming

HySkyl offers responsible gaming tools including deposit limits, session limits, and self-exclusion. These tools are described in detail in the Wagering Agreement and are available in your account settings. If you or someone you know may have a gambling problem, help is available. Call or text 1-800-GAMBLER (1-800-426-2537) or visit ncpgambling.org.

6. Platform Fees

HySkyl retains a platform fee ("rake") from wagering activity across supported

competition formats, including lobby competitions and 1v1 match wagering. The applicable fee for each competition type is disclosed on the competition entry screen prior to participation. By entering a competition, you agree to the fee structure displayed at the time of entry.

HySkyll reserves the right to adjust platform fees at any time. Updated fees will be displayed on the Platform and will apply to competitions entered after the effective date of the change.

7. Game Result Verification

Match results are verified through official game developer APIs. Currently supported titles and verification sources are published on the Platform and updated from time to time as new integrations are approved and enabled. HySkyll relies on data returned by these APIs to determine match outcomes. In the event of a discrepancy, HySkyll's determination based on the applicable API data is final.

Certain integrations, including Riot Games (Valorant, League of Legends, and Teamfight Tactics), are pending approval and are not yet active. Additional titles will be enabled following approval by the applicable game developer. The current list of supported titles is maintained on the Platform.

CS2 match verification uses the Faceit Data API. CS2 lobbies require a linked Faceit account. Matches played outside the Faceit platform, including CS2 Premier and Steam matchmaking, are not captured and will not count toward lobby or match results.

8. Prohibited Conduct

You agree not to:

- Use cheats, hacks, exploits, or unauthorized third-party software in any game session during active wagering.
- Manipulate match outcomes through collusion, account sharing, or any other means.
- Create multiple accounts or use another person's account.
- Circumvent geographic restrictions using VPNs, proxies, or other tools.
- Engage in money laundering or use the Platform for any illegal purpose.
- Threaten, harass, or abuse other users.
- Attempt to reverse-engineer or compromise the Platform.

Violation may result in immediate account suspension, termination, forfeiture of account balance, and referral to law enforcement where appropriate.

9. Disputes Regarding Match Results

If you believe a match result is incorrect, you must submit a dispute within 24 hours of the API-verified result being posted to your account through the Platform's dispute resolution interface. Disputes submitted after 24 hours will not be considered.

HySkyll's decision on all match result disputes is final and binding. In cases where the Platform determines a match environment was materially unfair, including verified network failure or documented API error, refunds may be issued at HySkyll's sole discretion.

10. Intellectual Property

The Platform, including its design, code, content, trademarks, and technology, is owned by KHADZ Solutions, Inc. and protected by applicable intellectual property laws. You may not copy, reproduce, distribute, or create derivative works from any part of the Platform without our prior written consent, which may be requested by email to legal@hyskyl.com.

11. Tax Obligations and Reporting

You are solely responsible for reporting and paying any taxes owed on winnings received through the Platform. HySkyl may be required to issue IRS Form 1099-MISC, Form W-2G, or similar tax reporting documents when your winnings meet applicable thresholds. As a condition of receiving withdrawals at or above applicable thresholds, you agree to provide a completed IRS Form W-9 (or applicable international equivalent) and any other information reasonably requested by HySkyl to satisfy its tax reporting obligations. Withdrawals may be held pending receipt of required tax documentation.

12. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. HYSKYL DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS. HYSKYL IS NOT RESPONSIBLE FOR THE CONDUCT OF ANY THIRD-PARTY GAME DEVELOPER, API PROVIDER, PAYMENT PROCESSOR, OR OTHER USER ON THE PLATFORM.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HYSKYL'S TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATED TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE AMOUNT YOU DEPOSITED IN THE 30 DAYS PRECEDING THE CLAIM. IN NO EVENT SHALL HYSKYL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

14. Governing Law, Arbitration, and Class Action Waiver

These Terms are governed by the laws of the State of Delaware, without regard to conflict of law principles.

Any dispute arising out of or related to these Terms or the Platform shall be resolved by binding individual arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, and the arbitration shall be held in Hillsborough County, Florida, or by video conference at the arbitrator's discretion. Either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or confidential information.

YOU AND HYSKYL AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. YOU AND HYSKYL WAIVE ANY RIGHT TO A JURY TRIAL. Unless both you and HySkyl agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

15. Changes to Terms

We may update these Terms at any time. Material changes will be communicated by updating the "Last Updated" date and the Version number and, where appropriate, by notifying you by email or in-Platform notice. Continued use of the Platform after changes constitutes acceptance of the updated Terms. HySkyl maintains a per-user record of the version of these Terms accepted at the time of registration and at each subsequent material update.

16. General Provisions

Entire Agreement. These Terms, together with the Privacy Policy, the Wagering Agreement, the Beta Tester Agreement, and any other agreements referenced herein, constitute the entire agreement between you and HySkylI regarding the Platform and supersede any prior agreements.

Severability. If any provision of these Terms is held to be unenforceable, the remaining provisions will remain in full force and effect.

No Waiver. HySkylI's failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

Assignment. You may not assign or transfer these Terms without HySkylI's prior written consent. HySkylI may assign these Terms without restriction.

17. Contact

KHADZ Solutions, Inc. d/b/a HySkylI

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