

## **\*\*Wagering Agreement\*\***

KHADZ Solutions, Inc. d/b/a HySkyl

Effective Date: July 1, 2026

Last Updated: July 1, 2026

Version: 1.0

This Wagering Agreement ("Agreement") governs your participation in real-money skill-based competition on 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 Agreement supplements the HySkyl Terms of Service and Privacy Policy. In the event of a conflict between this Agreement and the Terms of Service regarding wagering mechanics, this Agreement controls. All other matters are governed by the Terms of Service.

By placing any wager, entering any lobby, joining any 1v1 match, or otherwise participating in any real-money competition on the Platform, you agree to be bound by this Agreement. If you do not agree, do not participate in wagering.

### **## \*\*1. Skill-Contest Framework\*\***

HySkyl operates as a skill-based competition platform. All competitions offered on the Platform are contests in which outcomes are determined by the relative skill, knowledge, and experience of participants applied through the underlying game of skill. 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).

You acknowledge that skill-based competition is not gambling and that your ability to prevail in any competition depends on your gaming skill, preparation, and judgment. You further acknowledge that skill does not guarantee success and that you may lose any funds you wager.

### **## \*\*2. Fixed Pre-Announced Prizes\*\***

All prizes on the Platform are fixed and pre-announced prior to competition entry. The following principles apply to every competition offered on the Platform:

- Prize amounts and prize tier allocations are established at the time a competition is created.
- Prize amounts and prize tier allocations do not depend on the number of entrants, the amount of any entry fee, the total wagers placed, or any other post-entry factor.
- Prize structures are visible on the competition entry screen before you commit to participate.
- Once a competition is created, HySkyl will not modify the pre-announced prize structure for that competition.

You may not enter any competition unless you have reviewed and accepted the pre-announced prize structure displayed at the time of entry.

### **## \*\*3. Competition Formats and Platform Fees\*\***

HySkyl offers the following competition formats. The Platform fee ("rake")

applicable to each format is disclosed on the competition entry screen and, at HySkyl's discretion, may be updated from time to time. Updated fees apply only to competitions entered after the effective date of the change.

### ### \*\*3.1 Lobby Competitions\*\*

Multi-participant competitions with tiered pre-announced prizes. Lobbies are scheduled and require confirmed participants to start. Current standard Platform fee: 25 percent of the total entry pool, subject to disclosure at competition entry.

### ### \*\*3.2 Head-to-Head (1v1) Matches\*\*

Two-participant competitions with a single pre-announced prize. Current standard Platform fee: 10 percent of the total wager, subject to disclosure at competition entry. 1v1 competitions are not available to Florida residents.

### ### \*\*3.3 Tournament Formats\*\*

Large-format multi-participant competitions with tiered pre-announced prizes. Current standard Platform fee: 20 percent of the total entry pool, subject to disclosure at competition entry. Tournament availability during beta is limited.

## ## \*\*4. Wager Mechanics\*\*

### ### \*\*4.1 Wager Placement\*\*

You place a wager by entering a competition and confirming the pre-announced entry amount. Once a wager is confirmed, the entry amount is deducted from your available Platform balance and reserved for the competition.

### ### \*\*4.2 Event Lock at Start\*\*

Once a competition begins, no additional participants may join and no participant may withdraw or modify a placed wager. This lock is required to preserve the integrity of the pre-announced prize structure and the fairness of the competition.

### ### \*\*4.3 Account Linking Requirements\*\*

Participation in Platform competitions requires a linked gaming account with the applicable third-party game platform. You are responsible for maintaining accurate and current account linkages. HySkyl is not responsible for competitions that cannot be resolved because your linked account is inaccessible, incorrectly linked, or in violation of the applicable game platform's terms of service.

### ### \*\*4.4 CS2 Faceit Requirement\*\*

Counter-Strike 2 competitions on the Platform are verified through the Faceit Data API and 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 Platform competition results.

## ## \*\*5. Result Verification\*\*

Match results are determined by data returned by official game developer application programming interfaces (APIs). HySkyl does not accept self-reported results, screenshots, or user-submitted evidence as the basis for match resolution.

You acknowledge that:

- Result verification is entirely dependent on the availability, accuracy, and

timeliness of the applicable game developer's API.

- API data is the sole authoritative source for match results.

- Where API data is delayed, incomplete, or contains errors, HySkyl1 may hold, suspend, or defer resolution of the affected competition until data quality is sufficient to resolve.

- HySkyl1's determination of match results, based on the applicable API data, is final.

## ## \*\*6. Dispute Resolution and Force-Resolve\*\*

### ### \*\*6.1 Dispute Window\*\*

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.

Disputes must include the specific basis for the dispute and any supporting information you can provide. HySkyl1 will review each timely dispute and may, at its sole discretion, request additional information from you or the third-party game platform.

### ### \*\*6.2 Force-Resolve Mechanisms\*\*

For competitions that cannot be resolved cleanly through API data alone, HySkyl1 maintains three force-resolve mechanisms. HySkyl1 selects the appropriate mechanism at its sole discretion based on the nature of the issue:

- Manual Rank to Payout. Where API data is insufficient to determine placement but sufficient information is available from other sources, HySkyl1 may manually assign competition placements and distribute the pre-announced prize structure accordingly.

- Refund-All. Where a competition is materially compromised (including verified API failure, game platform outage, or documented cheating incident), HySkyl1 may refund all participant wagers, less any transaction costs where applicable.

- Cancel. Where a competition cannot proceed or resolve, HySkyl1 may cancel the competition and return all wagers to participants.

HySkyl1's decision on the force-resolve mechanism applied to any competition is final.

### ### \*\*6.3 Dispute Handling Service Level\*\*

During the beta period, HySkyl1 targets a first-response time of within 24 hours of dispute submission. Actual resolution times may vary based on complexity, third-party data availability, and dispute volume.

## ## \*\*7. Withdrawals and Funds Handling\*\*

### ### \*\*7.1 Funds Handling Model\*\*

Your Platform balance is tracked on HySkyl1's internal ledger and is held in HySkyl1's Stripe account for the exclusive purpose of Platform wagering. HySkyl1 does not commingle Platform balances with operating funds. HySkyl1 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.

### ### \*\*7.2 48-Hour Withdrawal Hold\*\*

Withdrawals are subject to 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.

#### ### \*\*7.3 Beta Period Withdrawal Limits\*\*

During the invite-only beta, HySkylI enforces conservative withdrawal limits to bound risk. Current beta withdrawal limits are:

- Maximum \$200 per individual withdrawal request.
- Maximum \$500 per user per 24-hour period.
- Withdrawals above \$300 are subject to manual review before processing.

These limits may be updated as the Platform exits beta. Current limits are enforced at the time of withdrawal request.

#### ### \*\*7.4 Identity Verification Required\*\*

All withdrawals require completed identity verification. Withdrawals cannot be processed until identity verification has been successfully completed through Stripe Identity.

#### ### \*\*7.5 Tax Reporting\*\*

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

#### ## \*\*8. Real-Money Risk Acknowledgment\*\*

By participating in any Platform competition, you acknowledge and accept that:

- Real-money wagering carries the risk of loss.
- You may lose all funds you wager.
- Skill does not guarantee success in any single competition.
- You should only wager funds you can afford to lose.
- Platform balances are not deposits and are not insured by the FDIC or any other government agency.
- HySkylI is not a bank, money services business, or money transmitter.

#### ## \*\*9. Responsible Gaming\*\*

HySkylI offers responsible gaming tools to help you manage your Platform activity. These tools are available in your account settings.

##### ### \*\*9.1 Deposit Limits\*\*

You may set daily, weekly, or monthly deposit limits on your account. Once set, an increase to a deposit limit does not take effect until 24 hours after the request. A decrease takes effect immediately.

### ### \*\*9.2 Session Limits\*\*

You may set session time limits. When a session limit is reached, the Platform will notify you and offer an option to end the session.

### ### \*\*9.3 Self-Exclusion\*\*

You may self-exclude from wagering for a period you select (30 days, 90 days, 180 days, 1 year, or permanent). During a self-exclusion period, you may not deposit funds, place wagers, or participate in any Platform competition. Self-exclusion cannot be reversed before the selected period expires. Any funds in your account at the time of self-exclusion may be withdrawn subject to the normal withdrawal terms of this Agreement.

### ### \*\*9.4 Problem Gambling Resources\*\*

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](http://ncpgambling.org). Additional resources include:

- National Council on Problem Gambling: [ncpgambling.org](http://ncpgambling.org)
- Gamblers Anonymous: [gamblersanonymous.org](http://gamblersanonymous.org)

### ## \*\*10. Prohibited Wagering Conduct\*\*

In addition to the prohibited conduct set forth in the Terms of Service, you agree not to engage in any of the following in connection with Platform wagering:

- Collusion with other participants to affect the outcome or prize distribution of a competition.
- Chip dumping or intentional loss of a wager for the benefit of another participant.
- Multi-accounting or the use of any account other than your own to participate in a competition.
- Wager-related account sharing or use of automation, bots, or scripts to place or manage wagers.
- Manipulation of API data, game session data, or match evidence for the purpose of affecting result verification.
- Any attempt to place a wager while physically located in a restricted jurisdiction.
- Any attempt to use a VPN, proxy, or other circumvention technology to obscure your physical location for the purpose of wagering.

Violation may result in immediate account suspension, termination, forfeiture of account balance and any pending prize distributions, reversal of prior payouts obtained through prohibited conduct, and referral to law enforcement where appropriate.

### ## \*\*11. Jurisdictional Restrictions\*\*

Wagering on 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.

For residents of Florida, lobby competitions and tournament formats with pre-

announced fixed prizes are available. Head-to-head (1v1) wagering is not available to Florida users.

HySkylI verifies your physical location at the time of each wager through third-party geolocation. Wagers detected as originating from a restricted jurisdiction will be blocked.

#### ## \*\*12. Account Balance on Termination\*\*

If your account is terminated for cause under this Agreement or the Terms of Service, HySkylI may forfeit your account balance to the extent related to the conduct that gave rise to the termination. If your account is closed voluntarily and in good standing, any remaining balance will be paid out to your verified payment method, subject to the withdrawal terms of this Agreement, applicable tax reporting requirements, and any pending compliance review.

#### ## \*\*13. Amendments\*\*

HySkylI may update this 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 Platform wagering after changes constitutes acceptance of the updated Agreement. HySkylI maintains a per-user record of the version of this Agreement accepted at each material update.

#### ## \*\*14. Governing Law and Arbitration\*\*

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

#### ## \*\*15. Contact\*\*

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