



Ignis Elite User End License Agreement (EULA)

Effective Date: August 23, 2026

Version: 1.2

Last Updated: August 23, 2026

What changed in version 1.2. One thing. The company redomesticated: Ignis AI Labs, LLC is now a **Wyoming** limited liability company (organized August 17, 2026), no longer a Puerto Rico limited liability company. The company's name is unchanged. This version updates the governing law, the exclusive jurisdiction, the arbitration seat, and the legal contact address in Section 1, Section 14, and Section 20 to match the Wyoming entity. No other terms changed.

What changed in version 1.1. Two things.

First, this version says plainly that Shadow Clone, our developer toolkit, is open-source software under the MIT license and is not governed by this agreement — see Section 1.1. Version 1.0 was written when every Ignis product was gated behind an Elite NFT, and its “all products” language no longer describes what we ship. Sections 2, 3, and 4 were narrowed to match.

Second, we corrected the company's own name. Version 1.0 named “Ignis AI Labs, Inc., a Puerto Rico corporation” and left the mailing address as an unfilled placeholder. Version 1.1 replaced that name with **Ignis AI Labs, LLC, a Puerto Rico limited liability company** — the same entity named in the Umbrae Platform Terms and EULA — and filled in the San Juan mailing address. Section 1 and the contact details now show the Wyoming entity; see the version 1.2 note above.

1. PARTIES AND SCOPE

This User End License Agreement (“Agreement” or “EULA”) is entered into between Ignis AI Labs, LLC, a Wyoming limited liability company (“Ignis,” “Company,” “we,” “us,” or “our”), and you (“User,” “Licensee,” or “you”) as the verified holder of one or more Ignis Elite NFTs.

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE IGNIS ELITE SURFACES AND ELITE-GATED FEATURES, INCLUDING BUT NOT LIMITED TO:

- ▲ **Ignis Elite Community Access** - Private member surfaces including gated Discord channels, member-only forums, and Elite-only communications
- ▲ **Elite-Tier Product Features** - Elite-specific features and capabilities within Ignis AI Labs products, where explicitly gated on Elite NFT status
- ▲ **Elite-Distributed Trading Indicators and Analysis Tools** - Including Ignis SuperTrend and future Elite-distributed indicators
- ▲ **Elite-Only Educational Content and Resources** - Training materials, guides, documentation, and instructional content marked as Elite-only
- ▲ **Elite-Only Data Services and Analytics** - Market data, research reports, and analytical services distributed exclusively to Elite holders
- ▲ **Animus MMORPG** (when released) - Immersive gaming platform, to the extent Elite holders receive Elite-specific access
- ▲ **Elite-Only Partner Service Access** - Partner services and platforms made available specifically to Elite holders through Ignis integration

Products with their own separate license terms are governed by those terms, not this EULA. Any Ignis AI Labs product that ships with its own license, EULA, or terms of service is governed by that document, not by this one.

1.1 What This Agreement Does Not Cover

Umbrae. The Umbrae trading platform is governed by the Umbrae Platform Terms of Service and the Umbrae Platform EULA. Its base public layer is open to anyone and requires no NFT.

Shadow Clone — open source under the MIT license, and not gated. Shadow Clone is our multi-agent developer toolkit, and it is open-source software released under the MIT license. That license, not this agreement, governs it. Anyone — Elite holder or not — may read, run, copy, modify, and redistribute the source, including commercially. **Nothing in Section 3 or Section 4 of this agreement limits those rights.** The source is public at github.com/Ignis-AI-Labs/shadow-clone, and the MIT license text ships in the repository.

Two clarifications, so nobody has to guess:

- ▲ **The code is free; the name is still ours.** The MIT license covers the software. It does not grant rights to the “Shadow Clone” or “Ignis” names, logos, or marks. You may fork the software freely; you may not present your fork as an official Ignis product.
- ▲ **The optional hosted service is a separate thing from the toolkit.** Ignis operates a hosted prompt service that the toolkit *can* connect to, and access to that service is gated on Elite NFT status and issued as an API key. **That service is governed by this agreement. The toolkit is not — and the toolkit runs fully without it.** If you never touch the hosted service, this agreement never applies to your use of Shadow Clone.

2. ELIGIBILITY AND ACCESS REQUIREMENTS

2.1 NFT-Based Access Control

ELITE-GATED SURFACES: Access to the Elite surfaces and Elite-gated features listed in Section 1 is limited to verified holders of Ignis Elite NFTs. This does not restrict access to Ignis AI Labs products that are public-facing under their own terms (including the Umbrae platform and Shadow Clone).

Eligible NFT Types:

- ▲ **Phase 1 NFTs (Double OG Status)** - 100 total supply
- ▲ **Phase 2 NFTs (OG Status)** - 200 total supply
- ▲ **Phase 3 NFTs (Regular Access)** - 477 total supply
- ▲ **Strategic Partnership Allocations** - 1,223 licenses for approved partners

Total Access Limit: Maximum 2,000 users across all Elite-gated surfaces (NEVER to be increased). This cap counts Elite membership. It does not cap use of our open-source software or of the public Umbrae platform, neither of which is Elite-gated.

2.2 Verification Requirements

To access the Elite surfaces and Elite-gated features covered by this Agreement, you must:

1. **Hold Valid NFT:** Maintain ownership of at least one qualifying Ignis Elite NFT in your verified wallet
2. **Wallet Verification:** Complete blockchain-based wallet verification linking your NFT to your account
3. **Active Ownership:** Keep your qualifying NFT(s) unlisted and in your verified wallet during use
4. **Identity Verification:** Complete any additional identity verification procedures as required

5. **Compliance Status:** Maintain good standing with all community guidelines and terms

2.3 Access Validation Protocol

- ▲ **Real-time Verification:** NFT ownership is verified in real-time before each session
- ▲ **Automatic Revocation:** Access is immediately revoked if NFT ownership cannot be verified
- ▲ **No Grace Period:** There is NO grace period for access after NFT transfer or sale
- ▲ **No Exceptions:** Access requirements apply to ALL users without exception

3. LICENSE GRANT AND RESTRICTIONS

3.1 Limited License Grant

This license covers only what Section 1 governs. It is not the license for Shadow Clone, which is MIT-licensed open source (Section 1.1), or for the public Umbrae platform, which has its own terms.

Subject to your compliance with this Agreement and verified NFT ownership, Ignis grants you a limited, non-exclusive, non-transferable, revocable license to:

1. **Access and Use:** Access and use the Elite surfaces and Elite-gated features described in Section 1, for personal or business purposes
2. **Trading Platforms:** Execute trades through authorized trading platforms subject to applicable fee structures
3. **AI and Compute Services:** Utilize AI services and compute resources within fair use limits and tier restrictions
4. **Indicators and Analysis Tools:** Access and use all trading indicators, technical analysis tools, and market research
5. **Educational Content:** Access exclusive educational materials, guides, and instructional resources
6. **Community Participation:** Participate in holder-exclusive community channels and governance activities
7. **Software Tools:** Use authorized software applications, utilities, and development tools
8. **Data and Analytics:** Access market data, research reports, and analytical services within usage limits
9. **API Access:** Utilize available APIs and integrations subject to rate limits and technical restrictions
10. **Partner Services:** Access approved partner services and platforms through Ignis integration and referral

3.2 Strict License Restrictions

These restrictions apply only to the Elite surfaces and Elite-gated features this Agreement covers. They do not apply to Shadow Clone or to any other Ignis software released under an open-source license. For that software the open-source license controls, and it expressly permits reading the source, modifying it, building derivative works, and redistributing them.

Within the scope above, you MAY NOT:

1. **Share or Transfer Access:** Share login credentials, API keys, or access with any third party
2. **Resell or Sublicense:** Resell, sublicense, or commercially distribute access to any non-holder
3. **Reverse Engineer:** Reverse engineer, decompile, or attempt to extract source code
4. **Create Derivatives:** Develop competing products based on our technology or methodologies
5. **Circumvent Controls:** Attempt to bypass NFT verification or access control systems
6. **Automated Access:** Use bots, scrapers, or automated systems without explicit written permission
7. **Exploit Vulnerabilities:** Attempt to exploit system vulnerabilities or security weaknesses
8. **Data Extraction:** Extract, download, or systematically collect platform data for external use

3.3 Access Monitoring and Enforcement

- ▲ **Usage Monitoring:** All access and usage is continuously monitored and logged
- ▲ **Violation Detection:** Automated systems detect and flag license violations
- ▲ **Immediate Termination:** License violations result in immediate access termination
- ▲ **Legal Enforcement:** Violations may result in legal action and damages claims

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ignis Ownership

Read this section together with Section 4.4, which carves out our open-source software. Subject to that carve-out, Ignis AI Labs retains ALL intellectual property rights in and to:

1. **Software and Code:** All software, algorithms, source code, and technical implementations in the products this Agreement covers
2. **Trading Technology:** Proprietary trading algorithms, indicators, analysis tools, and execution methods
3. **AI Technology:** Machine learning models, AI inference systems, and compute optimization
4. **Educational Content:** All guides, tutorials, training materials, and instructional content
5. **User Interfaces:** All graphical interfaces, user experience designs, and interaction patterns
6. **Documentation:** Technical documentation, user guides, API documentation, and instructional materials
7. **Trademarks:** "Ignis," "Umbrae," "Eden Layer," "Animus," logos, and all related marks
8. **Trade Secrets:** Proprietary methodologies, business processes, and confidential information
9. **Data and Analytics:** Market research, analytical models, and proprietary datasets
10. **All Content:** Any and all content, materials, and intellectual property created by or for Ignis AI Labs

4.2 NFT Rights Clarification

IMPORTANT: Your NFT grants ACCESS RIGHTS ONLY. It does NOT grant:

- ▲ Ownership of underlying software or technology
- ▲ Rights to copy, modify, or distribute the products this Agreement covers (our open-source software is a separate matter — see Section 4.4)
- ▲ Intellectual property ownership in any Ignis AI Labs assets
- ▲ Rights to use our trademarks outside of normal platform use

4.3 User-Generated Content

Any content you create using our platforms remains your property, but you grant Ignis:

- ▲ Right to host, display, and process your content for platform functionality
- ▲ Right to use anonymized data for platform improvement and analytics
- ▲ Right to showcase user achievements in marketing materials (with your consent)

4.4 Open-Source Software — What We Have Already Given Away

Where Ignis AI Labs has released software under an open-source license, **that license governs and this Section 4 does not claw it back**. Shadow Clone is released under the MIT license (Section 1.1). Every right the MIT license grants — to use, copy, modify, merge, publish, distribute, sublicense, and sell copies of the software — is granted to everyone, holder or not, and cannot be withdrawn by this Agreement.

What we do retain, and what the MIT license itself does not give away:

- ▲ **Our names and marks.** “Ignis,” “Ignis AI Labs,” “Shadow Clone,” “Umbrae,” and our logos remain ours. Fork the code; do not use our name to represent your fork.
- ▲ **Everything we have not open-sourced.** Our closed products, our hosted services, and the proprietary content delivered through them stay covered by this Section 4 in full.

If any part of this Agreement appears to conflict with an open-source license we have granted, **the open-source license wins** for the software it covers.

5. COMMUNITY MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE

5.1 Mutual NDA Framework

Community Mutual Protection Agreement: By holding an Ignis Elite NFT and accessing our platforms, you automatically enter into a mutual non-disclosure agreement with both Ignis AI Labs and all other NFT holders. This creates a trusted environment where all parties can innovate and collaborate with confidence.

Bidirectional Protection Principles:

- ▲ **Ignis Protects You:** We safeguard the confidential information you share about your projects, strategies, and developments
- ▲ **You Protect Ignis:** You safeguard our proprietary information, technologies, and business strategies
- ▲ **Community Members Protect Each Other:** All NFT holders mutually protect each other’s confidential information

5.2 Categories of Protected Information

5.2.1 Ignis Confidential Information

By accessing Ignis AI Labs products, you gain access to confidential and proprietary information including:

1. **Trading Strategies:** Proprietary trading methodologies, algorithms, indicators, and market insights
2. **Technical Architecture:** System designs, infrastructure details, and implementation methods
3. **Educational Materials:** Training content, guides, tutorials, and instructional resources
4. **Business Intelligence:** Revenue models, partnership details, and strategic plans
5. **Community Information:** Internal discussions, development roadmaps, and exclusive updates
6. **Product Information:** Unreleased features, development plans, and technical specifications
7. **Market Research:** Analysis, reports, datasets, and proprietary market intelligence
8. **All Internal Information:** Any information gained through platform access not publicly available

5.2.2 Community Member Confidential Information

The mutual NDA also protects information shared by community members, including:

1. **Project Information:** Business concepts, development plans, and strategic initiatives shared by members
2. **Technical Innovations:** Proprietary methodologies, algorithms, or implementations disclosed in community discussions
3. **Trading Approaches:** Personal trading strategies, indicators, or market analysis shared within the community
4. **Business Relationships:** Information about partnerships, collaborations, or business opportunities
5. **Research and Development:** Unpublished research, experimental results, or development insights
6. **Financial Information:** Investment strategies, portfolio compositions, or financial projections
7. **Competitive Intelligence:** Market insights, competitive analysis, or strategic positioning
8. **Any Member-Designated Confidential Information:** Any information explicitly marked or reasonably understood to be confidential

5.3 Mutual Obligations and Standards

5.3.1 Core Obligations

All parties agree to:

1. **Maintain Strict Confidentiality:** Keep all confidential information (from both Ignis and community members) strictly confidential
2. **No Unauthorized Disclosure:** Not share confidential information with any third parties without explicit written consent
3. **Purpose-Limited Use:** Use confidential information solely for collaboration and innovation within the Ignis ecosystem
4. **Active Protection:** Take reasonable and appropriate measures to protect all confidential information
5. **Prompt Notification:** Immediately notify affected parties of any unauthorized disclosure or breach
6. **Return or Destruction:** Return or destroy confidential information upon request or termination

5.3.2 Community Trust Standards

Living by Mutual Standards: The Ignis community operates on principles of:

- ▲ **Mutual Respect:** Respecting the intellectual property and innovations of all community members
- ▲ **Good Faith Collaboration:** Engaging in honest, transparent collaboration without hidden agendas
- ▲ **Innovation Protection:** Creating a safe space where members can share ideas without fear of misappropriation
- ▲ **Collective Success:** Prioritizing community success alongside individual achievements

5.4 Collaborative Innovation Framework

5.4.1 Safe Collaboration Environment

The mutual NDA enables:

- ▲ **Open Innovation:** Members can freely discuss projects and seek feedback within the community
- ▲ **Joint Ventures:** Opportunities for collaboration between members with mutual IP protection
- ▲ **Knowledge Sharing:** Educational exchange while respecting proprietary boundaries
- ▲ **Trusted Feedback:** Honest input and advice without risk of idea appropriation

5.4.2 Collaborative Over Competitive Approach

- ▲ **Synergy First:** When members operate in similar spaces, collaboration is encouraged over competition
- ▲ **Market Expansion:** Focus on growing the overall market rather than competing for existing share
- ▲ **Resource Sharing:** Appropriate sharing of non-proprietary resources and general knowledge

- ▲ **Mutual Support:** Active support for community member success

5.5 Exceptions and Limitations

5.5.1 Excluded Information

Confidentiality obligations do not apply to information that:

- ▲ Is or becomes publicly available through no breach of this Agreement
- ▲ Was rightfully known prior to disclosure with documentary evidence
- ▲ Is independently developed without use of confidential information
- ▲ Is received from a third party without breach of confidentiality
- ▲ Must be disclosed by law (with prompt notice to affected parties)

5.5.2 General Knowledge and Skills

- ▲ **Residual Knowledge:** General skills and knowledge retained in unaided memory may be used
- ▲ **Industry Standards:** Common industry practices and standard methodologies are not restricted
- ▲ **Public Techniques:** Publicly documented methods and approaches remain unrestricted

5.6 Duration and Survival

5.6.1 Protection Periods

- ▲ **Standard Information:** Three (3) years from disclosure date
- ▲ **Trade Secrets:** Indefinite protection as long as information remains secret
- ▲ **Source Code and Algorithms:** Indefinite protection
- ▲ **User Data:** Indefinite protection

5.6.2 Post-Termination Obligations

- ▲ Confidentiality obligations survive NFT transfer or access termination
- ▲ Mutual protection continues for the specified duration regardless of community membership status
- ▲ Good faith obligations to notify of potential breaches remain active

5.7 Intellectual Property Protection and Collaboration

5.7.1 Individual IP Rights

Your IP Remains Yours: The mutual NDA framework ensures that:

- ▲ Each party retains full ownership of their pre-existing intellectual property
- ▲ Technologies, methodologies, and innovations you bring remain yours
- ▲ Independently developed solutions outside collaborations are fully owned by the developer
- ▲ No implied license or transfer of IP rights through information sharing

Protected Individual Elements:

- ▲ Unique trade techniques and proprietary methodologies
- ▲ Proprietary prompt engineering methods and AI frameworks
- ▲ Source code, algorithms, and technical implementations
- ▲ Business strategies, models, and competitive methods
- ▲ Domain expertise and specialized knowledge

5.7.2 Collaborative IP Framework

Shared IP Recognition: When community members collaborate:

- ▲ Jointly developed innovations are recognized as “Shared IP”
- ▲ All contributors maintain rights to shared innovations
- ▲ Commercial exploitation requires written consent from all contributors
- ▲ Revenue sharing and usage rights determined through good faith negotiation

Collaboration Principles:

- ▲ Clear documentation of individual vs. shared contributions
- ▲ Transparent communication about IP ownership expectations
- ▲ Fair attribution and recognition systems
- ▲ Structured agreements for significant collaborations

5.7.3 Freedom to Operate

Complete Business Freedom: This Agreement does not restrict:

- ▲ Formation of new business relationships or partnerships
- ▲ Working with clients using your own IP and general knowledge
- ▲ Operating in same industries using independent technologies
- ▲ Hiring, contracting, or collaborating with any parties

Collaborative Over Competitive Approach:

- ▲ Collaboration creates more value than competition
- ▲ Mutual assistance and synergy are encouraged
- ▲ Good faith communication about potential overlaps
- ▲ Respect for community relationships while maintaining independence

5.7.4 IP Dispute Resolution

Handling IP Matters:

- ▲ Good faith discussions as first approach
- ▲ Clear documentation of contributions and ownership
- ▲ Mediation through community leadership if needed
- ▲ Legal remedies available for serious violations

6. PLATFORM-SPECIFIC TERMS

6.1 Trading Platforms

Trading License Terms:

- ▲ **Platform Access:** Access to authorized trading platforms and tools
- ▲ **Fee Structures:** Subject to applicable fee structures for each platform
- ▲ **Execution Services:** Access to enhanced execution infrastructure where available
- ▲ **Risk Acknowledgment:** Trading involves substantial risk of financial loss
- ▲ **No Trading Advice:** Platforms provide tools only, not investment advice
- ▲ **Compliance:** You are responsible for tax reporting and regulatory compliance

6.2 Technical Analysis Tools and Indicators

Indicator License Terms:

- ▲ **Tool Access:** Access to all trading indicators, analysis tools, and market research
- ▲ **Usage Rights:** Personal and business use within platform guidelines
- ▲ **No Redistribution:** Indicators and tools may not be shared or redistributed
- ▲ **Performance Disclaimers:** No guarantee of indicator accuracy or trading success

6.3 Partner Services and Integrations

Partner Service Access:

- ▲ **Exclusive Access:** Access to approved partner services through Ignis integration or referral
- ▲ **Third-Party Terms:** Partner services subject to their own terms of service and privacy policies
- ▲ **No Ignis Control:** Ignis does not control partner services and is not responsible for their operation
- ▲ **Access Facilitation:** Ignis provides access facilitation but not direct service provision
- ▲ **Partner Changes:** Partner availability and terms may change without notice

6.4 Educational Content and Resources

Educational License Terms:

- ▲ **Content Access:** Access to exclusive educational materials and resources
- ▲ **Personal Use Only:** Educational content for personal learning and development
- ▲ **No Commercial Use:** Educational materials may not be used for commercial training or resale
- ▲ **Copyright Protection:** All educational content remains copyrighted by Ignis AI Labs

6.5 Community Platforms

Community License Terms:

- ▲ **Exclusive Access:** Access to holder-only community channels and forums
- ▲ **Community Guidelines:** Subject to community guidelines and codes of conduct

- ▲ **Information Sharing:** Community discussions subject to confidentiality obligations
- ▲ **Moderation Rights:** Ignis reserves right to moderate and enforce community standards

6.6 Data and Analytics Services

Data License Terms:

- ▲ **Research Access:** Access to market research, reports, and analytical services
- ▲ **Usage Restrictions:** Data for personal and business decision-making only
- ▲ **No Redistribution:** Market data and research may not be shared or redistributed
- ▲ **Accuracy Disclaimers:** No guarantee of data accuracy or completeness

6.7 Future Products and Services

Future Release Terms:

- ▲ **Early Access:** Potential early access to new products based on NFT tier status
- ▲ **Beta Participation:** Opportunity to participate in beta testing and development feedback
- ▲ **Feature Integration:** Access to new features as they become available
- ▲ **Terms Updates:** New products subject to updated terms and conditions as needed

7. PAYMENT TERMS AND REVENUE SHARING

7.1 Platform Fees

Service Fees:

- ▲ **Trading Platform Fees:** Fees automatically deducted from transactions where applicable
- ▲ **Subscription Services:** Monthly or annual billing for subscription-based services
- ▲ **Partner Service Fees:** Fees for partner services handled directly by respective partners
- ▲ **Fee Transparency:** All applicable fees clearly displayed before service usage
- ▲ **Non-Refundable:** Fees are generally non-refundable once services are consumed

Billing and Payment:

- ▲ **Automatic Processing:** Fees processed automatically through integrated payment systems
- ▲ **Payment Methods:** Various payment methods accepted including cryptocurrency and traditional payment
- ▲ **Billing Cycles:** Monthly billing cycles with automatic payment processing where applicable
- ▲ **Overage Charges:** Additional charges may apply for usage exceeding plan or tier limits

7.2 Service Tiers and Access Levels

Tier-Based Access:

- ▲ **Different Tiers:** Access levels may vary based on NFT type and tier status
- ▲ **Feature Access:** Certain features may be restricted to specific tier levels
- ▲ **Usage Limits:** Usage limits and quotas may vary by tier and service type

- ▲ **Upgrade Paths:** Access to higher tiers through additional NFT acquisition where applicable

8. DATA PRIVACY AND SECURITY

8.1 Data Collection and Use

We collect and process data in accordance with our Privacy Policy, including:

1. **Account Information:** Wallet addresses, verification data, and contact information
2. **Usage Data:** Platform interaction logs, service usage history, and feature utilization
3. **Technical Data:** Device information, IP addresses, and system performance metrics
4. **Communication Data:** Support interactions and community participation
5. **Service Data:** Data generated through use of various Ignis services and tools

8.2 Data Protection Measures

Security Protocols:

- ▲ Enterprise-grade encryption for all sensitive data
- ▲ Multi-signature security for treasury and reward distributions
- ▲ Regular security audits and penetration testing
- ▲ Secure infrastructure with 24/7 monitoring

Privacy Protections:

- ▲ Minimal data collection principle
- ▲ Data retention only as necessary for service provision
- ▲ No sale of personal data to third parties
- ▲ Right to data deletion upon account termination

8.3 Blockchain Data

Public Blockchain Information:

- ▲ NFT ownership and transactions are publicly verifiable on-chain
- ▲ Wallet addresses used for verification may be linked to your account
- ▲ Service activities may be observable through blockchain analysis where applicable
- ▲ Token transactions and distributions are recorded on-chain where applicable

9. COMMUNITY GUIDELINES AND CONDUCT

9.1 Acceptable Use and Mutual Standards

You agree to:

1. **Respect Community:** Treat other community members with respect and professionalism

2. **Honor Mutual NDA:** Respect the confidential information of all community members
3. **Collaborative Mindset:** Approach interactions with a spirit of collaboration over competition
4. **Follow Guidelines:** Adhere to all community guidelines and codes of conduct
5. **Legal Compliance:** Use platforms only for legal purposes in your jurisdiction
6. **Good Faith:** Engage with platforms and community in good faith
7. **Report Issues:** Report bugs, vulnerabilities, or policy violations promptly
8. **Protect Shared Knowledge:** Safeguard the collective intellectual property of the community

9.2 Prohibited Conduct

Strictly Prohibited:

- ⚠ Harassment, abuse, or threatening behavior toward other users
- ⚠ Sharing of illegal content or promotion of illegal activities
- ⚠ Market manipulation or coordinated trading schemes
- ⚠ Spam, promotional content, or commercial solicitation
- ⚠ Impersonation of other users or Ignis team members
- ⚠ Sharing of access credentials or attempting to sell access
- ⚠ Attempts to circumvent technical controls or security measures

9.3 Community Moderation

Enforcement Measures:

- ⚠ Warning system for minor violations
- ⚠ Temporary suspension for moderate violations
- ⚠ Permanent access termination for serious violations
- ⚠ Legal action for violations involving fraud or criminal activity

10. DISCLAIMERS AND RISK WARNINGS

10.1 Trading Risk Disclaimers

CRYPTOCURRENCY TRADING INVOLVES SUBSTANTIAL RISK OF LOSS:

1. **High Volatility:** Cryptocurrency and financial markets are extremely volatile and unpredictable
2. **Total Loss Possible:** You may lose some or all of your invested capital
3. **No Guaranteed Returns:** Past performance does not guarantee future results
4. **Market Risks:** Various market conditions can affect trading and investment outcomes
5. **Technical Risks:** Platform outages or technical issues may affect service availability
6. **Tool Limitations:** Indicators and analysis tools do not guarantee trading success

10.2 Technology Disclaimers

PLATFORM PROVIDED "AS IS" WITHOUT WARRANTIES:

1. **No Uptime Guarantee:** Platforms may experience downtime for maintenance or technical issues
2. **Feature Changes:** Features and functionality may change without notice
3. **Integration Risks:** Third-party integrations may affect platform performance
4. **Emerging Technology:** AI and blockchain technologies are rapidly evolving

10.3 Regulatory Disclaimers

REGULATORY LANDSCAPE IS EVOLVING:

1. **Regulatory Changes:** Cryptocurrency regulations may change and affect platform operations
2. **Jurisdiction Restrictions:** Some features may not be available in certain jurisdictions
3. **Compliance Responsibility:** You are responsible for compliance with local laws
4. **Legal Advice:** Consult legal professionals for regulatory guidance

11. LIMITATION OF LIABILITY

11.1 Liability Limitations

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

1. **No Consequential Damages:** Ignis is not liable for indirect, incidental, or consequential damages
2. **Financial Losses:** Ignis is not liable for trading losses, investment decisions, or financial outcomes
3. **Technical Issues:** Limited liability for platform downtime, technical problems, or partner service issues
4. **Third-Party Actions:** No liability for actions of third parties, external services, or partner platforms
5. **Service Interruptions:** Limited liability for service interruptions or feature unavailability

11.2 Maximum Liability

DAMAGES CAP: In no event shall Ignis's total liability exceed the lesser of:

- ▲ \$1,000 USD, or
- ▲ The total fees paid by you to Ignis in the 12 months preceding the claim

11.3 Essential Service Elements

LIMITATIONS DO NOT APPLY TO:

- ▲ Fraud or willful misconduct by Ignis
- ▲ Death or personal injury caused by negligence
- ▲ Violations of intellectual property rights
- ▲ Other claims that cannot be limited by law

12. INDEMNIFICATION

12.1 User Indemnification

You agree to indemnify, defend, and hold harmless Ignis AI Labs, its officers, directors, employees, and agents from and against any claims, damages, losses, or expenses arising from:

1. **License Violations:** Your violation of this Agreement or any platform terms
2. **Illegal Use:** Your illegal use of platforms or violation of applicable laws
3. **Third-Party Claims:** Claims by third parties related to your platform use
4. **Intellectual Property:** Your infringement of third-party intellectual property rights
5. **Service Activities:** Losses or claims related to your use of any Ignis services, tools, or platforms
6. **Content Violations:** Claims related to your user-generated content or communications

12.2 Indemnification Process

Claims Handling:

- ▲ Prompt written notice of any indemnifiable claims
- ▲ Reasonable cooperation in defense of claims
- ▲ Right to participate in defense with counsel of your choice
- ▲ Settlement approval rights for Ignis

13. TERMINATION

13.1 Termination by User

You may terminate this Agreement at any time by:

- ▲ Ceasing all use of Ignis AI Labs platforms, services, and tools
- ▲ Selling or transferring your Ignis Elite NFT(s)
- ▲ Providing written notice of termination

13.2 Termination by Ignis

Ignis may terminate your access immediately upon:

1. **NFT Transfer:** Sale or transfer of your qualifying NFT(s)
2. **License Violations:** Material breach of this Agreement
3. **Illegal Activity:** Use of platforms or services for illegal purposes
4. **Security Threats:** Behavior that threatens platform or service security
5. **Community Violations:** Serious violations of community guidelines
6. **Misuse of Services:** Abuse or misuse of any Ignis services, tools, or platforms

13.3 Effects of Termination

Upon Termination:

- ▲ Immediate revocation of all access rights to any and all Ignis services
- ▲ Cessation of any rewards, benefits, or revenue sharing eligibility where applicable
- ▲ Obligation to cease all platform and service use immediately
- ▲ Survival of confidentiality and intellectual property obligations
- ▲ No refund of fees or payments

13.4 Data Retention After Termination

- ▲ Personal data deleted according to Privacy Policy
- ▲ Transaction records retained as required by law
- ▲ Blockchain records remain permanently on-chain
- ▲ Backup data deleted within reasonable timeframe

14. DISPUTE RESOLUTION

14.1 Governing Law

This Agreement is governed by the laws of the State of Wyoming and the United States, without regard to conflict of law principles.

14.2 Jurisdiction and Venue

Exclusive Jurisdiction: All disputes shall be resolved exclusively in the courts of the State of Wyoming, and you consent to personal jurisdiction in such courts.

14.3 Arbitration (Optional)

Binding Arbitration Option:

- ▲ Either party may elect binding arbitration for disputes
- ▲ Arbitration conducted under American Arbitration Association rules
- ▲ Single arbitrator with cryptocurrency and technology experience
- ▲ Arbitration location: Sheridan, Wyoming or virtual proceedings

14.4 Class Action Waiver

NO CLASS ACTIONS: You waive any right to participate in class action lawsuits or class-wide arbitration against Ignis.

14.5 Limitation Period

Claims Time Limit: Any claims must be brought within one (1) year of the cause of action arising.

15. FORCE MAJEURE

15.1 Force Majeure Events

Ignis is not liable for delays or failures in performance due to:

1. **Natural Disasters:** Earthquakes, hurricanes, floods, or other natural events
2. **Government Actions:** Regulatory changes, sanctions, or government interference
3. **Blockchain Issues:** Network congestion, hard forks, or blockchain protocol changes
4. **Internet Outages:** ISP failures, DNS issues, or widespread internet disruptions
5. **Cyber Attacks:** DDoS attacks, hacking attempts, or other cybersecurity incidents

15.2 Force Majeure Response

During Force Majeure Events:

- ⚠ Services may be suspended or limited
- ⚠ Fee calculations may be adjusted
- ⚠ Alternative access methods may be provided
- ⚠ Regular updates provided to community

16. PARTNER SERVICES AND THIRD-PARTY DISCLAIMER

16.1 Partner Service Relationships

Third-Party Service Provision:

- ⚠ **Independent Providers:** Partner services are provided by independent third parties, not by Ignis AI Labs
- ⚠ **Separate Agreements:** Your use of partner services is governed by their respective terms of service
- ⚠ **No Control:** Ignis does not control, operate, or provide partner services directly
- ⚠ **Access Facilitation:** Ignis provides access facilitation, integration, or referral services only

16.2 Partner Service Disclaimers

No Responsibility for Partner Services:

- ⚠ **Service Quality:** Ignis makes no representations about partner service quality, reliability, or performance
- ⚠ **Service Availability:** Partner services may become unavailable without notice to Ignis
- ⚠ **Service Terms:** Partner service terms, fees, and policies are determined solely by the partner
- ⚠ **Data Handling:** Partner data collection and privacy practices are governed by partner policies

16.3 Partner Service Liability Limitations

Limited Ignis Liability:

- ⚠ **No Liability:** Ignis is not liable for partner service failures, outages, or performance issues

- ▲ **Direct Relationship:** Your relationship with partner services is direct and independent
- ▲ **Partner Disputes:** Disputes with partner services must be resolved directly with the partner
- ▲ **Service Changes:** Partners may modify or discontinue services without Ignis involvement

17. COMPLIANCE AND REGULATORY

17.1 Anti-Money Laundering (AML)

AML Compliance Requirements:

- ▲ Identity verification may be required for large transactions
- ▲ Suspicious activity monitoring and reporting
- ▲ Compliance with applicable AML regulations
- ▲ Cooperation with law enforcement investigations

17.2 Sanctions Compliance

Sanctions Restrictions:

- ▲ Access restricted in sanctioned jurisdictions
- ▲ Prohibited persons list screening
- ▲ Compliance with OFAC and international sanctions
- ▲ Immediate access termination for sanctions violations

17.3 Tax Compliance

Tax Obligations:

- ▲ You are responsible for all tax obligations related to platform use
- ▲ Tax reporting assistance provided as required
- ▲ 1099 forms issued for applicable U.S. users
- ▲ International tax compliance is your responsibility

18. UPDATES AND MODIFICATIONS

18.1 Agreement Updates

Modification Rights: Ignis reserves the right to modify this Agreement at any time to address:

- ▲ Changes in applicable law or regulations
- ▲ New product features or service offerings
- ▲ Enhanced security or privacy protections
- ▲ Community feedback and operational improvements

18.2 Notice of Changes

Update Notification:

- ▲ Material changes communicated via email and community channels
- ▲ 30-day notice period for significant changes affecting rights or obligations
- ▲ Continued use constitutes acceptance of updated terms
- ▲ Right to terminate if you disagree with material changes

18.3 Version Control

Agreement Versioning:

- ▲ All versions maintained with effective dates
- ▲ Previous versions available for reference
- ▲ Change logs provided for transparency
- ▲ Clear indication of current version

19. MISCELLANEOUS PROVISIONS

19.1 Entire Agreement

This Agreement, together with the Privacy Policy and Community Guidelines, constitutes the entire agreement between you and Ignis regarding your use of our platforms.

19.2 Severability

If any provision of this Agreement is found unenforceable, the remainder shall remain in full force and effect.

19.3 No Waiver

Failure to enforce any provision does not waive Ignis's right to enforce that provision later.

19.4 Assignment

Assignment Rights:

- ▲ You may not assign this Agreement without written consent
- ▲ Ignis may assign this Agreement to affiliates or successors
- ▲ Agreement binds successors and permitted assigns

19.5 Independent Contractors

This Agreement does not create any partnership, joint venture, or agency relationship between you and Ignis.

19.6 Survival

The following provisions survive termination of this Agreement:

- ▲ Intellectual Property Rights
- ▲ Confidentiality and Non-Disclosure
- ▲ Limitation of Liability
- ▲ Indemnification
- ▲ Dispute Resolution

20. CONTACT INFORMATION

20.1 Legal Contact

For Legal Matters:

Ignis AI Labs, LLC

Legal Department

Email: legal@ignislabs.ai

Address: 30 N Gould St Ste N, Sheridan, WY 82801

20.2 Support Contact

For Technical Support:

Email: support@ignislabs.ai

Discord: [Official Ignis Discord]

Website: <https://ignislabs.ai>

20.3 Community Contact

For Community Matters:

Email: community@ignislabs.ai

Discord: [Community Channels]

21. ACKNOWLEDGMENT AND ACCEPTANCE

21.1 User Acknowledgment

By accessing or using any Elite surface or Elite-gated feature covered by this Agreement, you acknowledge that you have:

1. **Read and Understood:** Read this entire Agreement and understand its terms
2. **Legal Capacity:** Have the legal capacity to enter into this Agreement
3. **NFT Ownership:** Hold valid Ignis Elite NFT(s) granting access rights
4. **Risk Understanding:** Understand the risks associated with platform use
5. **Compliance Intent:** Agree to comply with all terms and obligations

21.2 Electronic Acceptance

Digital Acceptance: Your continued use of platforms constitutes acceptance of this Agreement and any subsequent updates.

21.3 Binding Agreement

This Agreement is legally binding and enforceable against you upon your first access to any Elite surface or Elite-gated feature it covers (Section 1). It does not attach to your use of our open-source software or of the public Umbrae platform.

END OF USER END LICENSE AGREEMENT

Document Version: 1.2

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Last Updated: August 23, 2026

Supersedes: Version 1.1 (effective July 26, 2026)

This User End License Agreement protects Ignis AI Labs' intellectual property in the Elite surfaces and Elite-gated features it covers, and governs access to them for verified NFT holders. It does not govern our open-source software — Shadow Clone is MIT-licensed, and that license controls (Section 1.1, Section 4.4). For questions about this Agreement, please contact legal@ignislabs.ai.



Confidential and Proprietary