

# **AmuShield Solana Cover Wordings**

## **Deposits and Withdrawals**

- 1. Depositing assets with Amulet acts as proof that you agree to and accept these terms and conditions ("**Terms**").
- 2. Amulet is entitled to refuse any withdrawal if any illegality pertaining to your wallet, payment or asset is found.
- 3. Corresponding Amulet LP Tokens issued by Amulet for assets deposited with Amulet are required for any asset withdrawal from Amulet.

## Coverage

- 4. Each Strategy receives coverage against the loss of its users' assets in the External Protocol which the assets under the Strategy have been deposited into ("Cover").
- 5. A user's asset loss under a Strategy is measured by the amount of assets the user can withdraw per External LP Token of the External Protocol as tracked by the Strategy ("**Price**").
- 6. The Cover is only triggered when the Current Price of assets under the Strategy falls below its Trigger Price ("**Trigger Event**").
- 7. During a Trigger Event, withdrawals for the affected Cover and Strategy will be suspended to facilitate the Cover's administration.
- 8. The Cover is underwritten by the Amulet Safety Fund which in turn receives the protection fees charged against each Strategy.
- 9. Amulet is not responsible for underwriting the Cover, neither is Amulet liable for any claim payout. Amulet only provides the infrastructure to facilitate the Cover, the Amulet Safety Fund, and any related transactions.
- 10. The exchange rate employed for valuing the funds used for claim payouts shall be the average between the opening, closing, highest, and lowest exchange rate on the day the Trigger Event occurred
- 11. In the event Amulet receives any compensation paid or any return of assets lost by the External Protocol to a Trigger Event ("Recovered Assets"), in order to as far as possible make all affected parties whole:
  - a. Amulet shall first direct the Recovered Assets minus any claim payout made towards the
  - b. Any Recovered Assets leftover after its distribution to the claimants shall then be directed towards the Amulet Safety Fund.

### **Disclaimer and Limitation of Liabilities**

- 12. All claim payouts are limited to the amount of available and allocated assets or capacity in the Amulet Safety Fund.
- 13. You are aware of the fact that underwriting Covers on Amulet may lead to financial loss. Amulet is not liable for any possible financial damage arising from the use of its products and services.
- 14. You hereby agree to fully indemnify and hold harmless Amulet and its personnel for any cost, expense, loss, damages, claims, and liabilities howsoever caused that may arise in relation to your use of Amulet.
- 15. In no event shall Amulet be held liable to you for any indirect, collateral, or incidental losses or damages (e.g. loss of profit).
- 16. Amulet is not responsible for any errors in data, feedback or information relayed by the External Protocol(s) for each Strategy. Amulet reserves the right to cancel any Cover if the outcome is



already known or if data, feedback or information relayed by the External Protocol(s) for each Strategy which may trigger the Cover is not updated correctly due to technical issues.

# **Assumption of Risk**

- 17. You acknowledge and agree that:
  - a. Your use and access of Amulet's products and services contains inherent risks associated with using cryptographic and blockchain-based systems, digital assets, and software-related platforms in general.
  - b. Your digital assets deposited through Amulet may lose some or all their value in the meantime due to fluctuating token values or market prices.
  - c. Therefore, Amulet is not responsible for these risks and you understand and agree to assume full responsibility for all of these risks of using Amulet's products and services.

#### **No Warranties**

- 18. Amulet provides its products and services on an "AS IS" and "AS AVAILABLE" basis. Amulet disclaims any representations and warranties of any kind, whether express, implied, or statutory, including, but not limited to, the warranties of title, non-infringement, merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, and quiet enjoyment, and any warranties arising out of any course of dealing or trade usage. Amulet does not warrant that its services will be uninterrupted, accurate or error free, or that any content will be secure or not lost or altered.
- 19. You acknowledge and agree that your access and use of Amulet is at your own risk. Amulet does not represent or warrant that access to Amulet's products and services will be continuous, uninterrupted, timely, or secure; that the information shown by Amulet will be accurate, reliable, complete, or current; or that Amulet's products and services will be free from errors, defects, viruses, or other harmful elements.

### **Anti-Fraud Policy**

- 20. Amulet has a strict anti-fraud policy. The Cover is void if you are suspected of fraudulent actions including but not limited to:
  - a. participating in any type of collusion with other users;
  - b. exploiting smart contract(s) for the purpose of getting a claim payout or profiting from the Cover; and/or
  - c. actions aimed at procuring unfaithful, erroneous or fraudulent settlements.

# **User Acknowledgements**

- 21. You are solely responsible for your own wallet transactions. Please be sure to review and confirm your transactions for any mistakes before sending them. Once the transaction is complete, it cannot be changed. Amulet neither takes responsibility nor entertains any requests for missing or duplicated transactions.
- 22. If Amulet mistakenly credits your position with assets that do not belong to you, whether due to a technical issue, an error in the code, a human error, or otherwise, those assets will be deducted from your assets deposited with Amulet.
- 23. The right to access and/or use Amulet may be considered illegal in certain countries. The fact that Amulet is accessible in such a country and/or jurisdiction or that it can be displayed in the official language of any of those countries cannot be considered official authorization or legal grounds for using Amulet in any way, form, or manner.



- 24. You are responsible for determining whether your accessing and/or use of Amulet is compliant with applicable laws in your jurisdiction and you warrant to us that use of Amulet's products and services is legal in the territory where you reside.
- 25. You will provide all support, information and assistance necessary for Amulet or its authorized representatives to conduct investigations, audits or inspections for the purpose of ensuring proper compliance with the Terms or Amulet's legal or regulatory obligations, without any cost to Amulet.
- 26. Amulet shall be entitled to refuse the use and access of its products and services to anyone who fail to abide by these Terms.
- 27. Amulet is not licensed or regulated by any regulator in any jurisdiction.

### **Miscellaneous**

- 28. In the Terms, "you" and "your" refers to you if you are a user of Amulet. "Will", "must", and "shall" indicates a mandatory requirement.
- 29. In the event any user or Amulet is unable to perform his/her/its obligations under the Terms because of acts of God, breakdown of critical blockchain infrastructure, equipment, transaction or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such user or Amulet shall not be liable for any damages resulting from such failure to perform or otherwise from such causes.
- 30. Any illegality, invalidity or unenforceability of any clause in the Terms shall not affect the legality, validity or enforceability of any other provisions herein.
- 31. Any delay or failure to exercise any rights/remedies under the Terms will not be deemed as a waiver. Any single/partial exercise of any right/remedy shall not prevent any other or further exercise of any other right/remedy. The rights and remedies provided in the Terms are cumulative and not exclusive of any other rights/remedies.
- 32. The Terms shall continue to be valid and binding for all purposes whatsoever despite any change by amalgamation, change of name, reconstruction or otherwise which may be made in Amulet's or any user's constitution.
- 33. The Terms stated herein constitute the entire terms and conditions of the Cover and supersede any and all prior or contemporaneous written or oral agreements or representations. No prior inconsistent representation or statement made in relation to the Cover whether orally or in writing shall form part of the Terms.
- 34. Except as expressly stated under Amulet's Terms of Use, you undertake not to initiate or participate, and you waive the right to participate in, any lawsuit, arbitration, class action lawsuit or class wide arbitration against Amulet and/or Amulet's affiliates.
- 35. Reference to the singular includes a reference to the plural and vice versa.

### **Definitions**

- i. "Amulet" refers to the Amulet protocol at <a href="https://app.amulet.org/">https://app.amulet.org/</a>.
- ii. "Amulet LP Token" refers to Amulet's liquidity provider token receipts received by the user for depositing assets with Amulet.
- iii. "Amulet Safety Fund" refers to a shared capital pool which users may deposit assets into to underwrite the Cover on Amulet.
- iv. "Current Price" refers to a Strategy's latest Price.
- v. **"External LP Token"** refers to an External Protocol's liquidity provider token receipts which represents the Strategy's direct or indirect share of or claim on the assets deposited in the External Protocol's pool or vault.



- vi. "External Protocol" refers to the underlying external protocol which the assets under a Strategy have been deposited into.
- vii. "Strategy" refers to the yield earning strategy executed by a Yield Vault in and through its underlying External Protocol.
- viii. "Terms of Use" refers to Amulet's terms of use.
- ix. "Trigger Price" refers to the dynamic Trigger Price featured on a Strategy which represents 80% of the Strategy's maximum historical Price based on the Price feed tracked by the Strategy, and which Current Price has to fall below in order to trigger the Cover for claim payout.
- x. "Yield Vault" refers to an Amulet vault which users may deposit assets into for yield-earning Strategies.