

Terms of Service – Cheatkode Inc.

Last Updated: [Insert Date]

These Terms of Service (the “**Terms**”) constitute a legally binding agreement between you (“**you**” or “**User**”) and **Cheatkode Inc.** (“**Cheatkode**,” “**we**,” “**us**,” or “**our**”). These Terms govern your access to and use of the Cheatkode desktop software application and any related services, features, or updates (collectively, the “**Service**”).

By downloading, installing, accessing, or using the Service, you acknowledge that you have had an opportunity to review these Terms and agree to be bound by them. These Terms constitute a standard form consumer agreement. If you do not agree, you must not use the Service.

1. Company Information and Nature of Business

Cheatkode is a technology company and does not operate a sportsbook, casino, gambling platform, or wagering service. Cheatkode does not accept wagers, hold player funds, determine betting outcomes, or act on behalf of any gambling operator.

Legal notices may be delivered electronically to the contact address listed here: cheatkodeinc@gmail.com or by registered mail to Cheatkode’s principal place of business. Electronic delivery does not guarantee receipt.

2. Nature and Scope of the Service

The Service is a general-purpose software tool that processes user-supplied inputs and displays outputs based on automated rules and algorithms. The Service does not provide advice, recommendations, predictions, instructions, or opinions of any kind, and does not assess suitability, legality, or compliance for any particular user, jurisdiction, sportsbook, or activity. The Service is not a gambling service, gaming supplier, betting intermediary, wagering facilitator, or gambling-related operator or supplier under any applicable gaming legislation.

All wagering-related actions performed through the Service are initiated, authorized, reviewed, and executed exclusively by the user. The Service operates only in response to explicit user commands and does not exercise discretion, judgment, or independent decision-making authority. Cheatkode does not place wagers, submit bets, execute transactions, or interact with sportsbooks except as technically directed by the user’s own device and authenticated sessions.

You acknowledge and agree that any automation, browser control, scripting, or API interaction enabled through the Service occurs solely under your direction and control, using credentials, sessions, devices, and network access maintained by you. Cheatkode has no ability to independently access, monitor, intervene in, or reverse any sportsbook activity.

You may not use the Service to circumvent, bypass, or interfere with any technical measures, risk controls, geo-blocking mechanisms, fraud detection systems, or account restrictions implemented by third-party platforms.

Cheatkode does not collect or store sportsbook login credentials, authentication tokens, banking information, or payment details used on third-party platforms.

Cheatkode does not promote, advertise, or induce participation in any gambling activity.

3. Eligibility, Jurisdiction, and Legal Compliance

The Service is intended solely for individuals who are at least nineteen (19) years of age and the age of majority. Cheatkode does not verify age or identity. By using the Service, you represent and warrant that you satisfy all age, eligibility, and legal requirements applicable to you, and you assume all risk associated with any misrepresentation.

You acknowledge that gambling, betting, and the use of automation tools may be restricted or prohibited in certain jurisdictions or by certain third-party platforms. You are solely and entirely responsible for determining whether your access to and use of the Service is lawful in your jurisdiction and compliant with all applicable statutes, regulations, regulatory guidance, and third-party terms.

Without limitation, you acknowledge that sportsbooks and gaming operators may prohibit or restrict the use of automation, arbitrage strategies, or software tools, and that use of the Service may result in account suspension, limitation, confiscation of funds, or permanent bans.

Cheatkode does not encourage, induce, or advise such use and bears no responsibility for any resulting consequences.

You are solely responsible for ensuring that your use and activities in connection with the Service comply with all gaming, wagering, anti-money laundering, and financial transaction laws applicable in your jurisdiction.

4. Subscriptions, Payments, and Trial Access

Access to the Service may require a paid subscription. Subscription fees are payable in advance using approved payment methods. Pricing and billing terms may change upon reasonable notice.

Trial access, if offered, is limited and may terminate based on usage thresholds or other criteria determined by Cheatkode. Any calculations, metrics, or figures displayed during a trial period

are estimates only and are not guaranteed to be accurate or complete.

Except as expressly set out in the Refund Policy, subscription fees are non-refundable. Nothing in these Terms limits rights or remedies that cannot be excluded under applicable consumer protection legislation.

5. Data Practices and Privacy

Cheatcode collects limited personal information necessary to operate the Service, including technical identifiers, device information, diagnostic logs, and payment-related confirmation data. Cheatcode does not collect sportsbook login credentials or banking information.

Personal information is handled in accordance with Cheatcode's Privacy Policy, which forms part of these Terms.

6. Disclaimers; No Reliance; Assumption of Risk

The Service is provided on an "as is," "as available," and "with all faults" basis. To the maximum extent permitted by law, Cheatcode disclaims all warranties, conditions, representations, and guarantees of any kind, whether express, implied, statutory, or otherwise, including any implied warranties of accuracy, completeness, merchantability, fitness for a particular purpose, non-infringement, availability, or uninterrupted operation.

You expressly acknowledge that you have not relied on, and waive any right to rely on, any representation, statement, promise, or omission not expressly set out in these Terms, including any marketing materials, demonstrations, examples, or historical results.

You acknowledge and accept that use of the Service involves substantial and inherent risks, including financial loss, regulatory scrutiny, civil liability, enforcement action by sportsbooks or regulators, data loss, software malfunction, and third-party interference. To the maximum extent permitted by law, you voluntarily assume all such risks and accept sole responsibility for all outcomes arising from or related to your use of the Service, except to the extent caused directly by Cheatcode's gross negligence or willful misconduct.

7. Limitation of Liability

To the maximum extent permitted by law, Cheatcode's total aggregate liability for any and all claims, demands, losses, damages, liabilities, costs, or expenses arising out of or relating to the Service or these Terms, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the subscription fees actually paid by you to Cheatcode in the one (1) month period immediately preceding the event giving rise to the claim. In no event shall

Cheatcode be liable for any indirect, incidental, consequential, special, exemplary, aggravated, or punitive damages, or for any loss of profits, revenue, business opportunities, data, goodwill, reputation, or anticipated savings, even if foreseeable or if Cheatcode has been advised of the possibility of such damages.

Nothing in these Terms excludes liability that cannot be excluded under applicable consumer protection legislation.

8. Indemnification

You agree to indemnify, defend, and hold harmless Cheatcode and its directors, officers, employees, contractors, agents, and affiliates from and against any and all third-party claims, proceedings, investigations, demands, damages, losses, liabilities, penalties, fines, costs, and expenses (including legal fees on a full indemnity basis) arising out of or relating to: (a) Your access to or use of the Service and your activities in connection with the Service; (b) Your violation of any law, rule, regulation, code, statute, government order or regulatory guidance in connection with the Service; (c) Any misrepresentation made by you, your employees or your affiliates or third parties related to you in connection with the Service; (d) Any information or material you, your employees, your affiliates or third parties related to you produce that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right owned by Cheatcode, any person or entity in connection with the Service (e) Your breach of these Terms; or (f) Your violation of any sportsbook or third-party platform terms in connection with the Service.

9. Suspension, Termination, and Preservation of Rights

Cheatcode may, without notice or liability, suspend, restrict, or terminate your access to the Service at any time where Cheatcode reasonably believes such action is necessary to protect the Service, investigate suspected misuse, respond to legal or regulatory obligations, address security concerns, or mitigate risk. Any suspension or termination will not affect your obligations to us under these Terms. Upon suspension or termination of your right to use the Service, or upon notice from us, all rights and permissions granted to you under these Terms will cease immediately and you agree that you will immediately discontinue use of the Service. Cheatcode may retain and preserve records as required for legal, regulatory, evidentiary, or risk management purposes in accordance with these Terms, our Privacy Policy and Canadian privacy laws.

The provisions of these Terms, which by their nature should survive your suspension or termination of the Service will survive, including, without limitation, the rights and licenses you grant to us in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, and arbitration.

10. Amendments

Cheatcode may modify these Terms from time to time. Where a modification materially affects your rights or obligations, Cheatcode will provide reasonable advance notice. Your sole remedy if you do not accept the modified Terms is to discontinue use of the Service prior to the effective date.

11. Governing Law and Venue

These Terms are governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute shall be brought exclusively in the courts of Ontario, Canada, except where prohibited by law.

12. Intellectual Property

The Service contains (i) A variety of layouts, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the Service and any and all copyrightable material (including, without limitation, source and object code); (ii) Trademarks, logos, trade names, service marks, and trade identities owned by Cheatcode; and (iii) Any other forms of intellectual property owned or created by Cheatcode (all of the foregoing, collectively, “Content”).

The Service (including, without limitation of past, present, and future versions) and the Content are owned or controlled by Cheatcode. All Content included in the Service is used with the permission of Cheatcode. All right, title and interest in and to the Content available on the Service is the property of Cheatcode and is protected by Canadian and international copyright, trademark, patent or other intellectual property rights to the fullest extent possible.

Subject to your strict compliance with these Terms, Cheatcode grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, install, view and/or use the Service (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device for your personal, non-commercial use only.

The foregoing limited license (i) Does not give you any ownership of, or any other intellectual property interest over any Content or the Service, and (ii) May be immediately suspended or terminated for any reason, in Cheatcode’s sole discretion, and without advance notice or liability. You may not sell, distribute, modify, transmit, reuse (in case of suspension or termination of the Service), or use the Content or the Service in any way without Cheatcode’s written permission.

You shall not modify, reverse engineer, decompile, create other works from or disassemble

software comprising the Service.

13. General Provisions

Nothing in these Terms creates a partnership, agency, fiduciary relationship, or joint venture between you and Cheatkode. You have no authority to bind Cheatkode in any manner.

You acknowledge that third-party platforms are independent entities and that Cheatkode has no responsibility for their availability, conduct, decisions, or enforcement actions.

If any provision of these Terms is held unenforceable, such provision shall be severed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

Failure by Cheatkode to insist upon strict performance of any of your obligations or to exercise any of the rights or remedies to which we are entitled shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

You may not use the Service to develop, train, benchmark, or improve a competing product, software or service.

These Terms, together with the Privacy Policy and Refund Policy, constitute the entire agreement between you and Cheatkode and supersede all prior or contemporaneous communications and any prior agreement, understanding or arrangement, whether oral or in writing.

When you communicate with us electronically, such as via e-mail and text message, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We reserve the right, without any limitation, to: (i) Investigate any suspected breaches of the Service; (ii) Investigate any suspected breaches of these Terms; (iii) Investigate any information obtained by us in compliance with criminal laws or requests by government authorities.

Privacy Policy – Cheatkode Inc.

Cheatkode Inc. is committed to protecting user privacy and minimizing data collection in compliance with any applicable federal and provincial privacy laws in Canada.

Cheatkode does not collect, disclose or store personal identifiers, sportsbook credentials, banking

information, or government-issued identification. Users retain full control over all sensitive data entered into third-party platforms.

Cheatkode may collect anonymized usage data, betting records generated by the Service, and technical diagnostics solely to maintain and improve functionality. Payment confirmation data is processed through third-party providers, and Cheatkode does not store full payment credentials. All anonymized data collection is made in accordance with Canadian privacy law.

Anonymized usage data and technical diagnostics are retained only for as long as necessary to fulfill the purposes outlined in this Policy, typically no longer than 12 months, unless a longer retention period is required by law. Upon request, you may inquire about data retention periods applicable to your information.

Cheatkode does not sell, rent, or disclose user data to third parties except as required by law. Disclosure may occur in the following circumstances: (i) Compliance with court orders, requests made by governmental authorities or regulatory investigations by Canadian and foreign authorities; (ii) Cooperation with law enforcement agencies; (iii) Protection of Cheatkode's legal rights or defense against legal claims in connection with the Service; (iv) Business transfers (mergers, acquisitions, or asset sales), subject to confidentiality obligations and user notification.

While reasonable safeguards are employed to protect your data from unauthorized access, use, or disclosure by third parties, no system is entirely secure, and you acknowledge and accept this risk. In the event of a data breach affecting personal information, Cheatkode will notify affected users and relevant authorities as required under Canadian privacy law and any mandatory breach reporting requirements.

If data is transferred outside Canada, we will make our best efforts to see adequate safeguards are in place, including: (i) Standard contract provisions in compliance with Canadian privacy law; (ii) Obtaining user consent where required by law.

Users are informed that data processed outside Canada may be subject to foreign government access under applicable local laws.

Use of the Service and any information you provide through the Service remains subject to this Privacy Policy and our Terms of Service, as each may be updated from time to time.

Privacy inquiries may be directed to **cheatkodeinc@gmail.com**. Continued use of the Service constitutes acceptance of this Privacy Policy.

Refund Policy – Cheatkode Inc.

All subscription payments made to Cheatkode Inc. are final and non-refundable except in rare circumstances where the Service fails to function due solely to a defect attributable to Cheatkode. Refund requests must include substantial evidence and are evaluated at Cheatkode's sole discretion.

Refunds, if approved, shall not exceed one (1) month of subscription fees and shall be issued using the original payment method. Cryptocurrency refunds are subject to market volatility, for which Cheatkode bears no responsibility.

Chargebacks or payment disputes constitute a material breach of these Terms and may result in immediate termination of access and recovery actions.