

Terms of Service and Privacy Policy  
**Website:** <https://www.valigator.tech/>  
**info@valigator.tech**  
**Last updated:** March 2, 2026

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Valigator LLC ("Company," "we," or "us"). The following terms and conditions ("Terms of Use") govern your access to and use of <https://www.valigator.tech>, including any content, functionality, and services offered on or through <https://www.valigator.tech/> (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before using the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older, reside in a country approved by the Company, have not been previously suspended or removed from using the Website, and are not identified as a "Specially Designated National" by the Office of Foreign Assets Control (OFAC). By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

**YOU ACKNOWLEDGE AND AGREE THAT YOU ARE THE EXCLUSIVE OWNER OF THE CRYPTOCURRENCY WALLET YOU PROVIDE. YOU ARE MAKING THIS TRANSACTION FOR YOURSELF AND ARE NOT BEING DIRECTED TO SEND THE FUNDS TO A THIRD PARTY'S WALLET. BE AWARE OF SCAMS.**

You agree that Valigator will not be held responsible for any losses from using the Site or Services. Valigator does not provide brokerage or trading services, and does not execute trades at your direction.

Valigator LLC is registered as a Money Services Business (MSB) with FinCEN (Registration No. 31000314392037) solely in connection with certain Private Services compliance and payout administration activities. Such registration does not apply to Valigator Open, which is non-custodial and does not involve custody or transmission of customer funds.

## Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in the Dispute Resolution section will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

### 1. Services

Valigator operates:

Valigator Open, a permissionless public validator service that allows users to delegate supported digital assets directly through the applicable blockchain protocol without account creation or onboarding with Valigator; and

Certain private validator and related services (the “Private Services”), which may require onboarding, identity verification, compliance review, and/or entry into a separate Delegation / Staking Services Agreement.

These Terms apply to your access to the Website and use of either Valigator Open or the Private Services. However, certain provisions (including identity verification, payout processing, and compliance screening) apply only to the Private Services, as described below.

**Valigator provides non-custodial blockchain validator services.** Customers may choose to delegate supported digital assets to a validator node operated by Valigator (the “Services”). Valigator does not take custody or control of your delegated principal. You delegate from your own wallet, and you retain ownership and control of your assets at all times, subject to the rules of the applicable blockchain protocol.

**No Investment Advice; No Guaranteed Rewards.** Valigator does not provide investment, legal, or tax advice. Staking rewards, if any, are not guaranteed and may vary based on network conditions and other factors. Delegation does not create a fiduciary relationship.

### 2. Separate Delegation Agreement Controls

If you use the Services, you may be required to enter into a separate Delegation / Staking Services Agreement with Valigator (the “Delegation Agreement”). If there is any conflict between these Terms and the Delegation Agreement, the Delegation Agreement controls for the Services.

### **3. Compliance; Identity Verification; Sanctions (Private Services Only)**

The following compliance and identity verification provisions apply solely to the Private Services. Valigator Open is permissionless and does not require onboarding, account creation, or identity verification.

In connection with the Private Services, Valigator may be required to verify the identity of users who are eligible to receive payouts or otherwise enter into validator-related service agreements. Valigator does not take custody of customer assets for trading, exchange, or transmission, and does not facilitate peer-to-peer fund transfers. Any identity verification procedures are conducted solely for compliance and payout administration purposes.

**Sanctions / Restricted Jurisdictions.** The Private Services are not available to persons or entities in jurisdictions subject to comprehensive sanctions, or to individuals/entities on restricted lists, and Valigator may screen wallet addresses and identifiers for compliance purposes.

**Rewards, Royalties, and Conversions.** Network rewards are generated by the applicable blockchain protocol. Valigator may calculate and distribute a payout amount based on rewards attributable to your delegation, as described in the Delegation Agreement.

**Payout Asset.** Unless otherwise agreed in writing, payouts may be made in USDC on the Solana network (or another asset/network specified in the Delegation Agreement). You are responsible for providing a compatible wallet address.

**Conversions.** If a conversion is required to make a payout (for example, converting rewards into USDC for payment purposes), any such conversion is performed solely to facilitate payout and may be executed at varying times and rates. Valigator does not execute conversions at your direction and does not provide trading services. You acknowledge that conversion timing and pricing may affect payout amounts. Payout terms described in this section apply only to the Private Services and do not apply to users interacting solely with Valigator Open.

### **4. Staking / Validator Risks**

You understand and agree that blockchain networks and staking involve risk, including:

- slashing or protocol penalties (where applicable),
- downtime or degraded validator performance,
- missed rewards or reward variability,
- network congestion, forks, upgrades, or changes in protocol rules,
- smart contract / software vulnerabilities (where applicable),
- price volatility of digital assets,
- delays due to unbonding/withdrawal periods imposed by the protocol.

Valigator is not responsible for losses resulting from network conditions, protocol rules, third-party infrastructure, or events outside Valigator's reasonable control.

#### **5. Payout Timing; Thresholds; Reserves.**

Payout timing, minimum thresholds, and any reserve/hold periods are described in the Delegation Agreement and/or the applicable payout settings. Valigator may apply reasonable holds to address chargeback/fraud risk (for fiat), network finality risk (for digital assets), and compliance review. Any reserve period relates to payout timing only and does not restrict your ability to delegate/undelegate under protocol rules.

#### **6. Third-Party Service Providers.**

Valigator integrates certain third-party services. Valigator does not control or assume liability for the terms or performance of third-party providers. Valigator may update providers as needed, subject to regulatory obligations. Valigator may provide access to or incorporate services from other third parties; these services are not operated or controlled by Valigator. Third-party providers may have their own terms, and you may be required to agree to them. Valigator is not responsible for third-party services.

Valigator makes no representations or warranties regarding the availability, performance, or security of third-party services and disclaims liability for any damages, losses, or service disruptions that may arise from their use. Valigator does not control or guarantee the accuracy of data, execution of transactions, or availability of services provided by third parties.

Users are strongly advised not to share private keys, login credentials, or sensitive data with any third party unless they have been independently verified. Valigator will never request this information.

Third-party services may restrict access by jurisdiction or IP address. Valigator is not responsible for any such limitations.

## 7. Regulatory Compliance (Private Services Only).

The following provisions apply solely to the Private Services and do not apply to Valigator Open.

**MSB Registration.** Valigator is registered as a Money Services Business (“MSB”) with the Financial Crimes Enforcement Network (“FinCEN”) solely in connection with certain Private Services compliance and payout administration activities. Valigator Open is non-custodial and does not involve custody or transmission of customer funds.

**Identity Verification (KYC).** Depending on user type, jurisdiction, and risk profile, users of the Private Services may be required to complete identity verification prior to receiving payouts or entering into a Delegation Agreement. Valigator uses third-party providers to conduct identity verification and screening.

Information that may be collected (as applicable) includes:

- Full name
- Email address
- Date of birth
- Address
- Phone number
- Government-issued identification
- Tax identification number (where required)
- Biometric or liveness verification (where required by law or risk controls)

Failure to complete required identity verification may result in denial of access to the Private Services or delay of payouts. Identity verification applies solely to payout eligibility and compliance obligations and does not convert Valigator into a custodial exchange or money transmission platform.

**Compliance Monitoring.** In connection with the Private Services, Valigator may conduct sanctions screening and blockchain analytics review of wallet addresses associated with payout activity, where required by law or internal compliance controls.

Valigator does not accept funds from one person for the purpose of transmitting them to another person.

**Enhanced Due Diligence.** Users of the Private Services who present elevated compliance risk may be subject to additional review. Failure to cooperate with reasonable compliance requests may result in suspension of Private Services access.

**Record Retention.** Valigator retains information as required by applicable law and internal document retention policies.

## **8. Accessing the Website and Account Security.**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion, without notice. We will not be liable for any reason if all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Website to users, including registered users.

We may suspend or terminate accounts, and may delay or decline payouts, where required to comply with law or to manage fraud, sanctions, or other compliance risk.

### **You are responsible for:**

- Making all necessary arrangements for you to access the Website.
- Providing any information required by any screen displayed within the Site. You represent and warrant that all information you provide is accurate and complete
- Complying with all applicable laws related to your use of the Website and our Services, including any applicable taxes. Valigator is not responsible for determining whether taxes apply to your use of our services.

To access the Website or some of its resources, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or

other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Certain features of the Website and the Private Services require account registration. Valigator Open does not require account creation.

## **9. Risk Disclosures**

### **Risk Disclosures; Assumption of Risks, Release of Valigator.**

Engaging in cryptocurrency transactions involves significant risks, including but not limited to market volatility, potential loss of funds, and theft. By using the Services, you acknowledge and assume these risks.

You further acknowledge that Valigator does not guarantee the security, stability, or legality of cryptocurrency transactions and waive, release, and discharge any claims against Valigator and its affiliates for losses or damages incurred.

You represent that you have conducted due diligence and possess the knowledge and expertise required to engage in cryptocurrency transactions. You agree that you are solely responsible for evaluating and understanding the risks associated with these transactions, and Valigator disclaims liability to the fullest extent permitted by law.

## **10. Intellectual Property Rights.**

The Services, Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM, incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

**You must not:**

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

**Trademarks.** The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

## **11. Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability

**Additionally, you agree not to:**

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack. Otherwise, attempt to interfere with the proper working of the Website.

We may cooperate with law enforcement and comply with legal process, and we may disclose information as described in our Privacy Policy. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **12. Disclaimer of Warranties.**

THE WEBSITE AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” VALIGATOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. VALIGATOR DOES NOT WARRANT THAT THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

## **13. Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL VALIGATOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE WEBSITE OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VALIGATOR’S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE WEBSITE OR SERVICES WILL NOT EXCEED **THE FEES PAID TO VALIGATOR BY YOU IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM (OR \$100 IF NO FEES WERE PAID).**

## **14. Indemnification.**

You agree to defend, indemnify, and hold harmless Valigator and its officers, directors, employees, and contractors from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees) arising out of or related to your use of the Website/Services, your violation of these Terms, or your violation of any law or third-party rights.

## **15. Dispute Resolution; Binding Arbitration (JAMS); Class Action Waiver.**

**PLEASE READ CAREFULLY. THIS AFFECTS YOUR RIGHTS.**

**Informal resolution.** Before starting arbitration, you agree to notify Valigator at info@valigator.tech and attempt to resolve the dispute informally. If not resolved within 30 days, either party may begin arbitration.

**Binding arbitration.** Except for small claims matters and requests for temporary injunctive relief, any dispute, claim, or controversy arising out of or relating to these Terms, the Website, or the Services will be resolved by binding arbitration administered by JAMS under its Streamlined Arbitration Rules and Procedures.

**Location / remote.** Arbitration will be conducted in Denver, Colorado, or by videoconference if requested by either party.

**Class action waiver.** Disputes must be brought only in an individual capacity. No class, collective, representative, or consolidated actions are permitted. The arbitrator may award relief only on an individual basis.

**Jury trial waiver.** You and Valigator waive any right to a jury trial.

#### **16. Governing Law.**

These Terms are governed by Colorado law, and the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

#### **17. Severability.**

If any provision is unenforceable, the rest remains in effect.

#### **18. Assignment.**

Valigator may assign these Terms (including in connection with a merger, acquisition, or sale of assets). You may not assign these Terms without Valigator's prior written consent.

#### **19. Entire Agreement.**

These Terms + Privacy Policy + Delegation Agreement are the entire agreement.

#### **20. Reliance.**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

## **21. Changes.**

**Changes to the Website.** We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

**Changes to these Terms.** We may update these Terms from time to time. The “Last updated” date will indicate when changes were made. Continued use after changes means you accept the updated Terms.

## **22. Valigator Open.**

**Valigator Open (Permissionless Validator).** Valigator Open is a permissionless validator node. Delegation to Valigator Open occurs directly through the applicable blockchain protocol and does not require you to create an account with Valigator or provide personal information. Valigator does not take custody of assets delegated through Valigator Open and does not process payouts, conversions, or redemptions in connection with such delegation unless you separately engage with the Private Services.

## **23. Contact.**

Contact. Questions: [info@valigator.tech](mailto:info@valigator.tech)