

BETRMINT v3 by BETR LABS Inc

Terms of Service

Effective Date: Mar 1, 2026

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING THE BETRMINT APPLICATION, WEBSITE, OR ANY RELATED SERVICES (COLLECTIVELY, THE “PLATFORM”), YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE PLATFORM.

1. Overview and Acceptance

1.1 These Terms of Service (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and BETR Labs Incorporated, a Delaware c-corp company (“BETR Labs,” “we,” “us,” or “our”), governing your access to and use of the BETRMINT platform, including the BETRMINT mini app on Farcaster, the betrmint.fun website, and all associated features, tools, content, and services.

1.2 By creating an account, connecting a wallet, making a purchase, claiming a free entry, or otherwise interacting with the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any additional guidelines or rules posted on the Platform.

1.3 We reserve the right to modify these Terms at any time. Changes become effective upon posting to the Platform. Your continued use after modifications constitutes acceptance of the updated Terms. We will make reasonable efforts to notify users of material changes.

2. Eligibility

2.1 You must be at least 18 years of age (or the age of majority in your jurisdiction, whichever is higher) to use the Platform.

2.2 By using the Platform, you represent and warrant that:

- (a) You meet the minimum age requirement in your jurisdiction;
- (b) You have the legal capacity to enter into these Terms;
- (c) You are not located in, or a citizen or resident of, any jurisdiction where participation in the Platform would be illegal, prohibited, or require licensure that BETR Labs does not hold;
- (d) You are not on any sanctions list maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the European Union, or any other applicable governmental authority;
- (e) Your use of the Platform complies with all applicable laws and regulations in your jurisdiction.

2.3 BETR Labs reserves the right to restrict access to the Platform from any jurisdiction at any time, with or without notice, including but not limited to jurisdictions where the operation of the Platform may conflict with local laws or regulations.

3. Description of the Platform

3.1 BETRMINT is an onchain entertainment and creator-support platform built on the Base blockchain and accessible through the Farcaster protocol and as a standalone web app. The Platform features a “Discover, Spin & Win” mechanism in which users collect digital content from featured creators and receive entries to spin the “Infinite Neon Flywheel” for a chance to win prizes denominated in digital tokens.

3.2 Each round of the Platform operates as follows:

- (f) Users may purchase paid entries (“Paid Spins”) for a fixed price denominated in USDC, a stablecoin. The current price per Paid Spin is \$2.00 USDC, subject to change with notice;
- (g) A limited number of free entries (“Free Spins”) are available each round, limited to one (1) per verified wallet, subject to identity verification through Base Verify or equivalent anti-sybil mechanisms (*NB: Free spins will be available as of March 9);
- (h) Free Spins and Paid Spins share the same prize pool and have identical odds of winning;
- (i) Prize pools are funded by Paid Spin revenue and allocated according to the prize structure published for each round;
- (j) Prizes are distributed in \$BETR tokens or other Base-native digital tokens as specified per round.

3.3 The Platform simultaneously supports onchain creators and founders by featuring their content each round, with a portion of revenue programatically allocated to creator compensation.

4. Sweepstakes Structure; No Purchase Necessary

4.1 BETRMINT operates as a promotional sweepstakes. NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A purchase does not improve your individual odds of winning relative to a free entry.

4.2 Free Method of Entry: Each round, eligible users may obtain one (1) free entry by connecting a verified wallet (via Base Verify or equivalent verification) and claiming a Free Spin through the Platform. Free entries are subject to availability; a minimum of Free Spins are offered per round.

4.3 Paid Method of Entry: Users may also obtain entries by purchasing Paid Spins at the stated price. Each Paid Spin provides one (1) entry to the prize pool.

4.4 Odds Disclosure: The odds of winning any prize on a given spin depend on the total number of entries in that round and the published prize structure. Approximate odds are published on the Platform before each round begins (onchain verified by Chainlink vrf.) Paid Spins and Free Spins carry identical odds of winning.

4.5 Prize Structure: The specific prize tiers, number of winners per tier, and prize values are published on the Platform for each round. BETR Labs reserves the right to adjust the prize structure between rounds, provided that the odds and structure are disclosed prior to the start of each round.

5. The \$BETR Token

5.1 \$BETR is the native utility token of the BETRMINT platform and its parent devco BETR Labs Inc. It is used within the Platform ecosystem for prizes, staking, community rewards and founder-user alignment.

5.2 \$BETR is NOT a security, investment contract, or financial instrument. BETR Labs makes no representations regarding the future value, price, or liquidity of \$BETR. The token is intended solely for use within the BETRMINT and broader BETR Labs ecosystems.

5.3 By receiving, holding, or transacting in \$BETR, you acknowledge and accept that:

- (k) The value of \$BETR may fluctuate significantly or decline to zero;
- (l) \$BETR is not redeemable for fiat currency through BETR Labs;
- (m) BETR Labs is not obligated to maintain, support, or list \$BETR on any exchange or marketplace;
- (n) You are solely responsible for any tax obligations arising from your receipt, holding, or disposal of \$BETR tokens.

5.4 Spin payments made in USDC are used to purchase \$BETR on the open market. This purchase mechanism is an operational feature of the Platform and does not constitute an investment recommendation or solicitation.

6. Wallet and Account Requirements

6.1 To use the Platform, you must connect a compatible blockchain wallet. BETR Labs does not create, host, or manage wallets on your behalf. You are solely responsible for the security and management of your wallet, private keys, seed phrases, and any credentials associated with your account.

6.2 You agree to:

- (o) Maintain the confidentiality and security of your wallet credentials;
- (p) Accept sole responsibility for all activity conducted through your connected wallet;
- (q) Notify us immediately if you suspect unauthorized use of your wallet in connection with the Platform.

6.3 BETR Labs shall not be liable for any loss or damage arising from unauthorized access to your wallet, lost private keys, compromised seed phrases, or any other wallet security failure.

7. Fees, Payments, and Refunds

7.1 Paid Spins are priced in USDC. The current price is \$2.00 USDC per spin, subject to change with notice. All prices are exclusive of blockchain gas fees, which are your responsibility.

7.2 Revenue from Paid Spins is allocated approximately as follows, subject to adjustment:

- Prize Pool: approximately 85% of spin revenue;
- Creator/Artist/Founder Compensation: 3% of spin revenue;
- BETRStake Rewards: 1.5% of spin revenue;
- Community Fund (BETRBOMB): 1.5% of spin revenue
- BP.fun NFT hosting: 2% of spin revenue
- Operations and Protocol: 7% of spin revenue

7.3 Exact allocation percentages may be adjusted from time to time. Current allocations are published on the Platform.

7.4 ALL TRANSACTIONS ON THE PLATFORM ARE FINAL AND NON-REFUNDABLE. Due to the nature of blockchain transactions and the immediate allocation of funds to the prize pool, BETR Labs cannot and does not offer refunds for Paid Spins, failed transactions, or prizes received. You acknowledge that blockchain transactions are irreversible.

7.5 A platform fee may be charged per spin to cover nft hosting infrastructure and transaction processing costs. The current platform fee is \$0.04 per Paid Spin and is included in the stated spin price.

8. Prizes and Distributions

8.1 Prizes are distributed automatically via smart contract to the wallet address used for the winning spin. BETR Labs is not responsible for prizes sent to incorrect, compromised, or inaccessible wallets.

8.2 Prize tiers may include, without limitation: token-denominated payouts at various multipliers of the spin cost (e.g., 1x, 2x, 5x), and jackpots. The specific tiers and values are published per round.

8.3 In the event of a smart contract malfunction, exploit, or other technical failure, BETR Labs reserves the right to void affected spins, withhold prizes, delay distributions, or take other corrective action as reasonably necessary. BETR Labs will make commercially reasonable efforts to resolve such issues fairly but shall not be liable for losses arising from technical failures.

8.4 You are solely responsible for determining and fulfilling any tax obligations arising from prizes received. BETR Labs does not withhold taxes on behalf of users and is not responsible for providing tax advice or documentation, except where required by applicable law.

9. Prohibited Conduct

9.1 You agree not to:

- (r) Use bots, scripts, automated tools, or any non-human means to interact with the Platform, including but not limited to automated spinning, multi-wallet manipulation, or sybil attacks;
- (s) Create or use multiple wallets to circumvent the one-free-spin-per-wallet limitation or any other Platform restrictions;
- (t) Attempt to manipulate, exploit, or interfere with the smart contracts, prize pool, random number generation, or any other Platform mechanism;
- (u) Use the Platform for money laundering, terrorist financing, sanctions evasion, or any other illegal purpose;
- (v) Engage in wash trading, market manipulation, or any activity intended to artificially influence the price or liquidity of \$BETR;
- (w) Reverse-engineer, decompile, or disassemble any aspect of the Platform;
- (x) Impersonate any person or entity, or misrepresent your affiliation with any person or entity;

- (y) Circumvent, disable, or otherwise interfere with any security-related features of the Platform, including Base Verify or equivalent verification systems;
- (z) Use the Platform from a jurisdiction where such use is prohibited by law.

9.2 Violation of any of the foregoing may result in immediate suspension or termination of your access, forfeiture of any pending prizes, and referral to appropriate authorities where warranted.

10. Intellectual Property

10.1 The BETRMINT and BETR Labs names, logos, the Neon Flywheel design, and all associated branding, graphics, user interface designs, and software are the exclusive property of BETR Labs or its licensors and are protected by applicable intellectual property laws.

10.2 Creator content featured on the Platform remains the property of the respective creators. By collecting (minting) creator content through the Platform, you receive a limited, non-exclusive, non-transferable license to display and hold the digital content for personal, non-commercial purposes, unless additional rights are expressly granted by the creator.

10.3 You may not reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit any Platform content without prior written consent from BETR Labs or the applicable rights holder.

11. Privacy and Data

11.1 Due to the nature of blockchain technology, certain transaction data (including wallet addresses, transaction amounts, and timestamps) is permanently recorded on the public blockchain and cannot be modified or deleted by BETR Labs.

11.2 BETR Labs may collect and process data necessary for anti-fraud measures, compliance with applicable laws, and improvement of the Platform, including data obtained through Base Verify or similar identity verification services.

12. Disclaimers

12.1 THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

12.2 BETR LABS DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU USE THE PLATFORM AT YOUR OWN RISK.

12.3 BETR Labs makes no representations or warranties regarding:

- (aa) The value, stability, or future availability of \$BETR or any other digital token;
- (bb) The continued operation of the Base blockchain, Farcaster protocol, or any third-party infrastructure;
- (cc) The accuracy, reliability, or completeness of any information provided on the Platform;
- (dd) The outcome of any spin or the availability of prizes in any round;

(ee) The tax implications of participating in the Platform.

12.4 The Platform is an entertainment product. You should not rely on the Platform as a source of income or investment returns. Only spend what you can afford to lose.

13. Limitation of Liability

13.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BETR LABS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, GOODWILL, TOKEN VALUE, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE PLATFORM.

13.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF BETR LABS FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU HAVE PAID TO BETR LABS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100.00).

13.3 The limitations in this Section 13 apply regardless of the legal theory on which the claim is based, including contract, tort (including negligence), strict liability, or any other theory, and whether or not BETR Labs has been advised of the possibility of such damages.

13.4 Some jurisdictions do not allow the exclusion or limitation of certain damages. In such jurisdictions, the liability of BETR Labs shall be limited to the fullest extent permitted by applicable law.

14. Indemnification

14.1 You agree to indemnify, defend, and hold harmless BETR Labs, its officers, directors, employees, agents, affiliates, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (ff) Your use of or access to the Platform;
- (gg) Your violation of these Terms;
- (hh) Your violation of any applicable law or regulation;
- (ii) Your violation of any third-party rights, including intellectual property rights;
- (jj) Any disputes between you and any third party arising from your use of the Platform.

15. Dispute Resolution and Governing Law

15.1 **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles.

15.2 **Informal Resolution:** Before initiating any formal dispute resolution proceeding, you agree to first contact BETR Labs and attempt to resolve the dispute informally for a period of at least thirty (30) days. Informal dispute resolution requests should be sent to the contact information provided in Section 21.

15.3 Binding Arbitration: If informal resolution fails, any dispute, claim, or controversy arising out of or relating to these Terms or the Platform shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules. The arbitration shall be conducted in the State of Delaware or, at the election of the claimant, remotely via video conference.

15.4 Class Action Waiver: YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST BETR LABS.

15.5 Exceptions: Notwithstanding the foregoing, either party may seek injunctive or equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidential information.

15.6 International Users: If you are accessing the Platform from outside the United States, you do so at your own initiative and are solely responsible for compliance with local laws. These Terms are governed by Delaware law regardless of your location.

16. Assumption of Risk

16.1 By using the Platform, you expressly acknowledge and assume the following risks:

- (kk) Blockchain Risk: Transactions on the Base blockchain are irreversible. Network congestion, forks, or protocol changes may affect the Platform’s operation;
- (ll) Smart Contract Risk: Smart contracts may contain vulnerabilities, bugs, or errors that could result in loss of funds or unexpected behavior;
- (mm) Token Volatility: The value of \$BETR and other digital tokens may fluctuate dramatically, including declining to zero;
- (nn) Regulatory Risk: The regulatory environment for digital tokens, blockchain-based applications, and sweepstakes is evolving. Changes in law or regulation may materially affect the Platform, \$BETR, or your ability to use the Platform;
- (oo) Third-Party Risk: The Platform relies on third-party infrastructure including the Base blockchain, Farcaster protocol, and various wallet providers. Failures or changes in these third-party services may affect the Platform;
- (pp) Loss of Access: If you lose access to your wallet (through loss of private keys, hardware failure, or otherwise), you may permanently lose access to your tokens and prizes with no recourse;
- (qq) Tax Risk: The tax treatment of digital tokens and sweepstakes prizes varies by jurisdiction and is uncertain. You are solely responsible for understanding and complying with applicable tax obligations.

17. Termination

17.1 BETR Labs may, in its sole discretion, suspend or terminate your access to the Platform at any time, with or without cause, and with or without notice, including but not limited to cases of suspected fraud, abuse, or violation of these Terms.

17.2 Upon termination: (a) your right to access and use the Platform immediately ceases; (b) any pending prizes for disputed or fraudulent activity may be forfeited; (c) provisions of these Terms that by their nature should survive termination shall survive, including Sections 5, 7.4, 12, 13, 14, 15, and 16.

17.3 You may discontinue your use of the Platform at any time by simply disconnecting your wallet. No formal account deletion process is required.

18. Force Majeure

18.1 BETR Labs shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, government actions, blockchain network failures, smart contract exploits by third parties, DDoS attacks, internet service disruptions, or changes in applicable law or regulation.

19. Third-Party Services and Links

19.1 The Platform may contain links to or integrations with third-party services, protocols, or applications, including but not limited to the Base blockchain, Farcaster, Uniswap, and various wallet providers. BETR Labs does not control, endorse, or assume responsibility for any third-party services.

19.2 Your interactions with third-party services are governed by those services' own terms and policies. BETR Labs shall not be liable for any loss or damage arising from your use of third-party services.

20. Miscellaneous

20.1 Entire Agreement: These Terms, together with the Privacy Policy and any additional terms posted on the Platform, constitute the entire agreement between you and BETR Labs regarding the Platform and supersede all prior agreements.

20.2 Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

20.3 Waiver: No waiver of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision. BETR Labs's failure to enforce any right or provision shall not constitute a waiver of such right or provision.

20.4 Assignment: You may not assign or transfer your rights or obligations under these Terms without BETR Labs's prior written consent. BETR Labs may assign its rights and obligations without restriction.

20.5 Headings: Section headings are for convenience only and do not affect the interpretation of these Terms.

20.6 No Third-Party Beneficiaries: These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

20.7 Electronic Communications: By using the Platform, you consent to receiving electronic communications from BETR Labs. You agree that all agreements, notices, and disclosures provided electronically satisfy any legal requirement that such communications be in writing.

21. Contact Information

If you have any questions about these Terms, or wish to initiate informal dispute resolution, please contact:

BETR Labs Inc.

Email: gm@betrmint.fun

Website: <https://betrmint.fun>

— END OF TERMS OF SERVICE —