

BonkUp Terms and Conditions

Effective Date: August 3, 2026

Last Updated: August 3, 2026

PLEASE READ THESE TERMS CAREFULLY. THEY INCLUDE IMPORTANT RULES ABOUT REAL-MONEY GAMEPLAY, SOLANA TRANSACTIONS, RISK, DISCLAIMERS, LIMITATIONS OF LIABILITY, AND DISPUTE RESOLUTION.

These Terms and Conditions ("Terms") form a binding agreement between you and **DamnBruh Labs**, the operator of **BonkUp** ("**BonkUp**," "we," "us," or "our"). They govern the **BonkUp** website, multiplayer arena, account, **Privy**-powered wallet integration, deposits, entry payments, gameplay, rewards, cashouts, chat, and related services (collectively, the "Service").

By accessing or using the Service, clicking to accept a transaction, entering an arena, or otherwise indicating acceptance, you agree to these Terms and the **BonkUp** Privacy Policy. If you do not agree, do not use the Service.

1. Eligibility and Location Restrictions

You may use the Service only if:

- You are at least 18 years old and have legal capacity to enter a contract.
- Your use is lawful in every location that applies to you.
- You are not subject to sanctions, asset blocking, or other restrictions that prohibit the transaction.
- You are not using the Service on behalf of an undisclosed third party.
- You can understand and accept the financial and technical risks described in these Terms.

Laws concerning real-money games, skill games, digital assets, and blockchain services vary by jurisdiction and may change. You are solely responsible for determining whether use is permitted where you are located. Do not use the Service where prohibited. We may restrict or suspend access by location or user when reasonably necessary for legal, compliance, security, or business reasons.

2. Nature of BonkUp

BonkUp is a multiplayer, server-authoritative skill game in which players control a car and connected flail, collect resources, collide with other players, and may enter a real-money arena tier. Outcomes depend on player control, movement, timing, strategy, collision physics, network conditions, and other players.

The Service may be offered in beta or active development. Features, rules, balance, visual presentation, providers, and availability may change. We do not promise uninterrupted operation, a particular player population, profit, or any specific outcome.

3. Account and Authentication

You must sign in using a supported authentication method. **Privy** provides authentication and embedded wallet infrastructure. You must provide accurate information, protect your email and sign-in methods, and promptly notify us if you suspect unauthorized access.

You may not sell, rent, lend, share, or transfer an account; create accounts to evade restrictions; impersonate another person; or allow a minor to use your account. You are responsible for activity conducted through your account unless applicable law provides otherwise.

We may require additional verification, transaction review, or compliance information before allowing an entry or payout.

4. Privy-Powered Solana Wallet

The Service may create or connect a **Solana** wallet using **Privy**. Your ability to access or use that wallet may depend on **Privy**'s systems, your authentication method, supported browsers, and **Solana** network availability.

You are responsible for verifying wallet addresses, transaction amounts, network, and approvals. Never share a private key, seed phrase, recovery secret, or authentication code. **BonkUp** support will not ask for these secrets.

Blockchain transactions are generally irreversible. Transactions sent to the wrong address or network may be permanently lost. We cannot reverse a confirmed **Solana** transaction.

5. Deposits and Displayed Balances

"Add Funds" displays an address for the **Solana** wallet associated with your account. Only send supported assets on the supported **Solana** network. Unless the interface expressly states otherwise, the Service supports native SOL only. Sending unsupported assets or using another network may result in loss.

United States dollar values are estimates based on a current or recently obtained SOL price quote. The SOL amount, network-confirmed balance, and transaction are controlling. Displayed dollar values may change because SOL is volatile, price sources can be delayed, and quotes can fail.

You are responsible for network fees and any third-party fees. Minimum balance or fee reserves may apply to withdrawals or entries.

6. Arena Entry Payments

BonkUp may offer entry tiers displayed as \$1, \$5, or \$20. The interface obtains a SOL quote for the selected United States dollar entry value. Before entering, you must review and approve a **Solana** transaction from your **Privy**-powered wallet to the dedicated **BonkUp** treasury address.

An arena entry is complete only after the payment has been submitted, validated, and associated with a valid server-issued entry ticket. A signed transaction alone does not guarantee admission. If a transaction fails or is not confirmed, your wallet should not be charged by **BonkUp**, although a network fee may be possible depending on the failure stage.

During a live round, the server records the player's round value in cents. This internal round record is used for gameplay, pickups, leaderboard display, recovery, and payout validation. It is not a separate bank account, deposit account, security, or stored-value guarantee.

7. Dedicated Treasury and Cashouts

Entry payments are sent to a **BonkUp**-specific **Solana** treasury used for arena accounting and payouts. **BonkUp** does not claim that arena transfers are governed by a smart contract. Server-side systems validate entry payments, maintain round state, prevent duplicate claims, and initiate eligible payouts from the treasury.

To request an in-arena cashout, you must satisfy the current gameplay requirements shown in the interface. These currently include having your flail attached, being outside the restricted center area, and holding the Q key or cashout control for three continuous seconds. Releasing the control, losing attachment, entering a prohibited zone, elimination, disconnection, or another interrupting event may cancel the attempt.

Once the server accepts a cashout, the player is removed from the active round before payout processing continues. A successful payout transfers the eligible round amount, less any disclosed reserve, fee, or adjustment, to the user's associated **Solana** wallet. Network confirmation time may vary.

We may delay or review a payout to prevent duplication, fraud, abuse, collusion, or technical loss. A "pending" status is not a completed payout. A cashout is final only when the Service reports success and the transaction is accepted by the **Solana** network.

8. Elimination, Pickups, and Value Conservation

If a player is eliminated, the server may distribute that player's remaining round value across collectible arena pickups associated with the defeated flail. The value is divided across the pickups and can be collected by other active players under the game rules. The full value may require collecting every resulting pickup.

If a player completes a successful cashout, that value is paid to the player and must not remain as collectible value in the arena. If a player disconnects, closes the page, or is eliminated without completing a cashout, the Service may restore or distribute unresolved round value according to server recovery rules. These rules are designed to prevent both loss and duplicate payment, but exceptional network or provider failures may require review.

9. Game Rules and Fair Play

You must follow the rules displayed in the Service and all reasonable instructions from **BonkUp**. You may not:

- Use bots, macros, automation, modified clients, packet manipulation, or unauthorized scripts.
- Exploit bugs, desynchronization, duplicate-payment conditions, transaction races, or unintended mechanics.
- Collude, coordinate artificial eliminations, transfer value deceptively, manipulate leaderboards, or launder funds.
- Interfere with servers, networking, authentication, wallet flows, treasury systems, or other users.
- Reverse engineer or extract protected source, assets, credentials, or security controls except where law expressly permits.
- Harass, threaten, impersonate, defraud, or publish unlawful or abusive content.

If you discover an exploit or payment error, stop using it and report it to playdamnbruh@gmail.com. Amounts obtained through abuse may be withheld, reversed in internal records, or pursued through available legal remedies.

10. Chat and User Content

You retain rights in content you submit, but grant us a worldwide, non-exclusive, royalty-free license to host, transmit, display, moderate, and store it as necessary to operate and protect the Service. Do not submit unlawful, infringing, hateful, sexually exploitative, threatening, deceptive, private, or malicious content.

Chat is visible to other players and may be logged for moderation, security, and dispute handling. We may remove content or restrict chat at our discretion consistent with applicable law.

11. Taxes and Reporting

You are responsible for determining and paying taxes, duties, or reporting obligations arising from deposits, rewards, gains, losses, digital assets, or use of the Service. We do not provide tax, investment, financial, or legal advice.

12. Digital Asset and Network Risks

SOL and other digital assets can be highly volatile. You may lose some or all value committed to a round. Additional risks include wallet compromise, authentication loss, blockchain congestion, provider outages, RPC failures, pricing errors, rejected or delayed transactions, software defects, cyberattacks, regulatory change, and permanent transaction mistakes.

Do not use funds you cannot afford to lose. **BonkUp** does not promise that the displayed dollar amount can always be converted at the displayed rate.

13. Service Availability and Maintenance

We may pause entries, cashouts, gameplay, authentication, or the entire Service for maintenance, security, provider outages, compliance review, treasury protection, or emergencies. We may modify, discontinue, reset, or rebalance features. When reasonably possible, we will preserve valid financial records and address confirmed pending transactions.

14. Intellectual Property

The Service, including its software, design, branding, artwork, gameplay systems, text, graphics, and non-user content, is owned by or licensed to **BonkUp** and protected by law. Subject to these Terms, we grant you a limited, personal, revocable, non-exclusive, non-transferable license to use the Service for its intended purpose.

"**BonkUp**" and associated branding may not be used without permission. No rights are granted except those expressly stated.

15. Third-Party Services

The Service depends on third parties such as **Privy**, Google, **Solana** network providers, price and routing providers, hosting providers, and blockchain infrastructure. Their terms and policies may apply. We do not control their networks or guarantee their availability, performance, or security.

16. Suspension and Termination

We may suspend, restrict, or terminate access if we reasonably believe you violated these Terms, created legal or security risk, engaged in fraud or abuse, failed verification, or threatened the Service or other users. We may preserve or review transaction records and may withhold disputed payouts to the extent permitted by law while investigating.

You may stop using the Service at any time. Before leaving, complete any available legitimate cashout and preserve transaction records. Termination does not erase confirmed blockchain transactions or obligations that by their nature survive termination.

17. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, SECURITY, AND QUIET ENJOYMENT.

WE DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE, THAT TRANSACTIONS WILL ALWAYS SUCCEED, THAT A PARTICULAR OPPONENT OR PLAYER POPULATION WILL BE AVAILABLE, OR THAT YOU WILL WIN, PROFIT, OR RECOVER AN ENTRY.

Some jurisdictions do not permit certain disclaimers, so parts of this section may not apply to you.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMNBRUH LABS, BONKUP, AND THEIR OWNERS, PERSONNEL, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS, DATA, DIGITAL ASSETS, GOODWILL, OR BUSINESS; OR UNAUTHORIZED ACCESS, WALLET LOSS, NETWORK FAILURE, OR THIRD-PARTY CONDUCT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID TO BONKUP DURING THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) USD \$100.

Nothing in these Terms excludes liability that cannot lawfully be excluded or limited.

19. Indemnification

To the extent permitted by law, you agree to defend, indemnify, and hold harmless **DamnBruh Labs**, **BonkUp**, and their personnel and providers from claims, losses, liabilities, costs, and expenses, including reasonable legal fees, arising from your unlawful use, violation of these Terms, infringement of rights, fraud, abuse, or user content.

20. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of California, without regard to conflict-of-law principles, except where mandatory consumer law requires otherwise.

Before filing a formal claim, you and **BonkUp** agree to try in good faith to resolve the dispute by emailing playdamnbruh@gmail.com with a description of the issue and requested resolution. If unresolved after 30 days, either party may pursue the remedies below.

Except for eligible small claims, requests for injunctive relief involving intellectual property or security, or matters that cannot lawfully be arbitrated, disputes will be resolved by binding individual arbitration administered by the American Arbitration Association under its applicable consumer or commercial rules. The arbitration will take place in San Francisco, California, remotely, or at another mutually agreed location. The Federal Arbitration Act governs this arbitration provision.

YOU AND BONKUP WAIVE THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION TO THE EXTENT PERMITTED BY LAW. Claims must be brought individually. You may bring an eligible individual claim in small claims court, including a claim within that court's then-applicable jurisdictional limit.

If applicable law gives you a non-waivable right to opt out of arbitration, you may exercise that right by emailing us within 30 days after first accepting these Terms, with your name, account email, and a clear statement that you opt out of arbitration.

21. Changes to the Terms

We may update these Terms for legal, security, provider, gameplay, or business reasons. We will change the "Last Updated" date and provide additional notice when required. If you do not agree to an update, stop using the Service. Continued use after the effective date constitutes acceptance to the extent permitted by law.

22. General Terms

These Terms and the Privacy Policy are the entire agreement concerning the Service unless a separate written agreement applies. If a provision is unenforceable, it will be limited or removed only to the minimum extent necessary and the remaining provisions will remain effective. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a reorganization, financing, sale, or transfer of the Service.

Headings are for convenience only. Electronic notices and records satisfy written-notice requirements to the extent permitted by law. Sections concerning payments, blockchain records, intellectual property, disputes, disclaimers, liability, indemnity, and other provisions that should survive will survive termination.

23. Contact

For support, transaction questions, legal notices, or disputes, contact:

DamnBruh Labs - BonkUp Support

Email: playdamnbruh@gmail.com