SPHERON AI

GPU Compute Marketplace

TERMS AND CONDITIONS OF USE

Effective Date: November 6, 2025

Version 1.0

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TABLE OF CONTENTS

1. Introduction and Acceptance of Terms

These Terms and Conditions of Use (**"Terms"**) govern your access to and use of the Spheron AI GPU Compute Marketplace (the **"Platform"**), operated by Beta360 Pte Ltd (UEN: 202107371K), a company incorporated in the Republic of Singapore, with its registered office at #19-02, 20 Collyer Quay, Singapore 049319 (**"Company," "we," "us,"** or **"our"**).

By accessing, registering for, or using the Platform in any manner, you (the user, whether an individual or entity) acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. If you are entering into these Terms on behalf of a company, organisation, or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT ACCESS OR USE THE PLATFORM.

The Company reserves the right to modify, amend, or update these Terms at any time, with or without prior notice. Any changes will be effective immediately upon posting the revised Terms on the Platform. Your continued use of the Platform following such changes constitutes your acceptance of the updated Terms. It is your responsibility to review these Terms periodically.

2. Definitions

For the purposes of these Terms, the following definitions shall apply:

- **"Platform"** means the Spheron AI GPU Compute Marketplace accessible at spheron.ai and any associated applications, APIs, dashboards, and services.
- **"User," "you,"** or **"your"** means any individual or entity that accesses or uses the Platform, including but not limited to customers, clients, and end-users.
- **"Provider"** or **"Supplier"** means a third-party data centre, GPU operator, or compute infrastructure provider whose resources are listed and made available through the Platform.
- **"Dedicated Instance"** means a compute instance procured through the Platform with guaranteed resource allocation, higher availability, and a Service Level Agreement (SLA) as determined and provided by the underlying Provider.
- **"Spot Instance"** means a compute instance made available on the Platform at reduced pricing, which may be reclaimed, interrupted, or terminated by the Provider at any time without prior notice.
- **"On-Demand Instance"** means a compute instance available for immediate deployment without long-term commitment, billed at standard hourly rates.
- **"Reserved Instance"** means a compute instance procured under a fixed-term commitment (typically 12 months), offering discounted pricing in exchange for guaranteed usage.
- **"Credits"** means the prepaid balance or monetary units purchased by a User and applied to the Platform for the procurement of compute resources and services.
- **"SLA"** or **"Service Level Agreement"** means the availability and performance commitments provided by a Provider for their compute infrastructure, as displayed on the Platform.

- **"Marketplace"** means the aggregated listing of compute resources from multiple Providers, displayed on the Platform for User selection and deployment.
- **"NDA"** or **"Non-Disclosure Agreement"** means a confidentiality agreement executed between the User and the Company or Provider for the purpose of sharing sensitive compliance and operational documentation.

3. Platform Overview and Role of the Company

3.1 Nature of the Platform

Spheron AI operates as a GPU compute marketplace that aggregates compute resources from multiple third-party data centre Providers into a unified platform. The Company acts solely as an intermediary and facilitator, connecting Users with Providers and enabling the discovery, selection, and deployment of GPU compute instances.

3.2 Marketplace Aggregator Role

The Company does not own, operate, or manage the underlying compute infrastructure. All compute resources available on the Platform are owned and operated by independent third-party Providers. The Company's role is limited to:

1. Aggregating and displaying available compute resources from Providers;
2. Facilitating the transaction and deployment process between Users and Providers;
3. Providing a unified dashboard and interface for resource management;
4. Processing payments and credit management on behalf of Providers; and
5. Relaying Provider-defined service level commitments and specifications.

3.3 No Additional Service Level Guarantees

The Company does not provide any independent or additional Service Level Agreement (SLA) beyond what is offered by the underlying Provider. Any SLA, uptime guarantee, or availability commitment displayed on the Platform is solely that of the respective Provider. The Company merely communicates and passes through the SLA terms as provided by the Provider. Users acknowledge and agree that the Company shall not be liable for any failure by a Provider to meet its SLA commitments.

4. Instance Types and Service Characteristics

4.1 Dedicated Instances

Dedicated Instances are premium compute resources offering guaranteed allocation and higher availability. Key characteristics include:

- Guaranteed resource allocation with no shared tenancy or resource contention.
- High availability of up to 99.5%, subject to the specific Provider selected and the SLA terms offered by that Provider.
- The SLA for each Dedicated Instance is determined exclusively by the underlying Provider and is displayed on the respective listing within the Marketplace.

- Higher pricing reflective of the guaranteed performance and availability commitments.
- Suitable for production workloads, AI model training, continuous inference, and mission-critical applications.

Important: The availability percentage (up to 99.5%) varies by Provider. Users are advised to review the specific SLA terms of their chosen Provider before deployment. The Company does not guarantee any specific uptime or availability for Dedicated Instances.

4.2 Spot Instances

Spot Instances provide access to GPU compute resources at significantly reduced pricing. By using Spot Instances, Users expressly acknowledge and agree to the following:

- **No Availability Guarantee:** Spot Instances are provided on an as-available basis and carry the lowest stability among all instance types on the Platform.
- **Interruptibility:** Spot Instances may be reclaimed, interrupted, suspended, or terminated by the Provider at any time, without prior notice, and for any reason, including but not limited to capacity reallocation, maintenance, or demand fluctuations.
- **No SLA:** Spot Instances do not carry any Service Level Agreement, uptime guarantee, or availability commitment from either the Company or the Provider.
- **Data Responsibility:** Users are solely responsible for implementing appropriate data backup, checkpointing, and fault-tolerance mechanisms when using Spot Instances. The Company shall not be liable for any data loss, work interruption, or computational loss resulting from Spot Instance termination.
- **No Refund for Interruptions:** No refund, credit, or compensation shall be provided for any interruption, termination, or unavailability of Spot Instances, regardless of duration or frequency.

4.3 On-Demand Instances

On-Demand Instances are available for immediate deployment without long-term commitments. They are billed at standard hourly rates and offer flexible scaling. The SLA for On-Demand Instances, if any, is determined by the underlying Provider.

4.4 Reserved Instances

Reserved Instances require a fixed-term commitment (typically 12 months) and offer discounted pricing. Users agree to the following:

- The commitment period is binding, and early termination is subject to the cancellation terms in Section 8.
- Reserved Instance pricing is locked for the commitment period.
- Availability and SLA are as specified by the underlying Provider.

5. Credits, Payments, and Billing

5.1 Credit System

The Platform operates on a prepaid credit system. Users must purchase Credits before deploying compute resources. Credits are denominated in United States Dollars (USD) and are applied to the User's account balance upon successful payment.

5.2 Non-Refundable Credits

All Credits purchased on the Platform are non-refundable. By purchasing Credits, Users acknowledge and agree that:

1. Credits cannot be redeemed for cash, transferred to another user, or exchanged for any other form of value, except as expressly provided in Section 5.3.
2. Unused Credits shall remain in the User's account and do not expire, unless the account is terminated in accordance with these Terms.
3. The Company is under no obligation to refund Credits for any reason, including but not limited to dissatisfaction with the Platform, Provider service quality, or changes to the Platform's features or offerings.

5.3 Refund Eligibility Threshold

Notwithstanding the general non-refundable nature of Credits, a User may submit a refund request subject to the following conditions:

1. **Minimum Threshold:** A refund request shall only be considered if the aggregate value of the Credits in question, or the cumulative usage charges associated with the refund claim, exceeds Ten Thousand United States Dollars (USD $10,000).
2. **Review Process:** All refund requests meeting the minimum threshold are subject to review and approval at the sole and absolute discretion of the Company.
3. **Documentation:** The User must provide supporting documentation, including but not limited to transaction records, usage logs, and a detailed written explanation of the refund request.
4. **Timeline:** Refund requests must be submitted within thirty (30) days of the transaction or event giving rise to the refund claim.
5. **Partial Refunds:** The Company reserves the right to issue partial refunds at its sole discretion, taking into account the actual compute resources consumed, Provider charges incurred, and administrative costs.
6. **No Guarantee:** Meeting the minimum threshold does not guarantee the approval of a refund. The Company's decision on any refund request is final and binding.

5.4 Billing and Invoicing

Usage is metered on an hourly basis. Detailed billing information is available through the Platform's dashboard. The Company may issue invoices for enterprise accounts upon request. All amounts are stated and payable in USD unless otherwise agreed in writing.

5.5 Taxes

All fees and charges are exclusive of applicable taxes, duties, levies, and similar governmental charges. Users are responsible for all taxes associated with their use of the Platform, except for taxes based on the Company's income. The Company may collect applicable Goods and Services Tax (GST) where required by Singapore law.

6. Service Levels and Provider SLAs

6.1 Pass-Through SLA Model

The Platform operates on a pass-through SLA model. This means:

1. The Company aggregates and displays SLA information as provided by each Provider.
2. The Company does not independently verify, guarantee, or warrant the accuracy of Provider SLA claims.
3. The Company does not add, supplement, or enhance the SLA provided by any Provider.
4. Any SLA remedies, credits, or compensation for SLA breaches are the sole responsibility of the relevant Provider.

6.2 Provider SLA Display

SLA information for each Provider and instance type is displayed on the relevant listing page within the Marketplace. Users are responsible for reviewing and understanding the SLA terms before deploying any instance. The SLA terms may vary by Provider, region, instance type, and pricing tier.

6.3 Dedicated Instance SLA

For Dedicated Instances, the Provider SLA may include availability guarantees of up to 99.5%. The specific SLA percentage is determined by the Provider and may vary. Users should note that the 99.5% figure represents the maximum availability offered by select Providers and is not a universal guarantee across all Dedicated Instances.

6.4 SLA Disputes

In the event of a dispute regarding Provider SLA performance, Users should first contact the Company's support team. The Company will use commercially reasonable efforts to facilitate communication between the User and the Provider. However, the Company shall not be a party to, or liable for the outcome of, any SLA dispute between a User and a Provider.

7. Compliance, Certifications, and Confidentiality

7.1 Provider Compliance Information

The Company partners with Providers that maintain compliance with various industry standards and certifications, which may include but are not limited to ISO 27001, SOC 1, SOC 2, SOC 3, HIPAA, PCI-DSS, and GDPR compliance.

7.2 Display of Compliance Information

Compliance certifications and relevant documentation for each Provider are displayed on the respective Supplier information box within the Marketplace. Users may view the compliance status and certifications of each Provider directly through the Platform interface when browsing available compute resources.

7.3 Compliance Documentation Sharing

Upon request, detailed compliance documentation, audit reports, and certification details may be shared with Users, subject to the following conditions:

1. **NDA Requirement:** Users must execute a Non-Disclosure Agreement (NDA) with the Company and/or the relevant Provider before any detailed compliance documentation is shared.
2. **Scope:** The compliance documentation shared will be limited to the specific Provider(s) and services relevant to the User's deployment.
3. **Confidentiality:** All compliance documentation shared under NDA is strictly confidential and may not be disclosed, reproduced, or distributed to any third party without the prior written consent of the Company and the relevant Provider.
4. **Use Restriction:** Compliance documentation may only be used for the purpose of evaluating the security and compliance posture of the Provider in connection with the User's use of the Platform.

7.4 No Warranty on Compliance

While the Company endeavours to partner with compliant Providers, the Company does not warrant, guarantee, or certify the compliance status of any Provider. Users are responsible for conducting their own due diligence regarding the suitability of any Provider's compliance certifications for their specific regulatory and legal requirements.

8. User Obligations and Acceptable Use

8.1 Account Registration

Users must register an account to access the Platform. You agree to provide accurate, current, and complete information during registration and to keep your account information updated. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

8.2 Acceptable Use

Users agree not to use the Platform for any purpose that is:

- Unlawful, fraudulent, deceptive, or harmful;
- In violation of any applicable law, regulation, or industry standard;
- Infringing upon the intellectual property rights of any third party;
- Intended to distribute malware, viruses, or other harmful code;
- Related to cryptocurrency mining, unless expressly permitted by the Provider;
- In violation of export control laws or economic sanctions;
- Designed to overload, disrupt, or impair the Platform or any Provider's infrastructure; or
- Otherwise contrary to these Terms or any applicable policies.

8.3 Data and Content

Users retain ownership of all data, models, and content uploaded to or generated on the Platform. Users are solely responsible for ensuring that their data and usage comply with all applicable laws, including data protection and privacy regulations. The Company does not access, review, or monitor User data except as necessary for Platform operation, security, or as required by law.

8.4 Security

Users are responsible for implementing appropriate security measures for their deployments, including but not limited to access controls, encryption, network security, and regular security audits. The Company shall not be liable for any security breaches resulting from the User's failure to implement adequate security measures.

9. Termination and Suspension

9.1 Termination by User

Users may terminate their account at any time by providing written notice to the Company. Upon termination, any remaining Credits in the User's account shall be forfeited and non-refundable, subject to the refund eligibility provisions in Section 5.3.

9.2 Termination by Company

The Company may suspend or terminate a User's account at any time, with or without cause, including but not limited to:

- Breach of these Terms;
- Non-payment or suspected fraudulent payment activity;
- Use of the Platform in a manner that may expose the Company, Providers, or other Users to liability;
- Violation of applicable laws or regulations; or
- At the Company's sole discretion for any other reason.

9.3 Effect of Termination

Upon termination of a User's account, all active instances will be terminated, all data stored on Provider infrastructure may be permanently deleted, and any remaining Credits shall be forfeited. The Company shall not be liable for any data loss resulting from account termination.

10. Limitation of Liability

10.1 No Warranty

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 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT

WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10.2 Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, BUSINESS OPPORTUNITIES, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

1. Your use of, or inability to use, the Platform;
2. Any conduct or content of any Provider or third party on the Platform;
3. Any failure of a Provider to meet its SLA commitments;
4. Unauthorised access to or alteration of your data or transmissions;
5. Termination or interruption of Spot Instances; or
6. Any other matter relating to the Platform.

10.3 Maximum Liability

THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE PLATFORM SHALL NOT EXCEED THE TOTAL AMOUNT OF CREDITS PURCHASED BY YOU IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

1. Your use of the Platform;
2. Your breach of these Terms;
3. Your violation of any applicable law, regulation, or third-party rights;
4. Any data, content, or materials you upload, store, or process on the Platform; or
5. Any dispute between you and a Provider.

12. Intellectual Property

All intellectual property rights in and to the Platform, including but not limited to the software, design, trademarks, logos, and documentation, are and shall remain the exclusive property of the Company. Nothing in these Terms grants you any right, title, or interest in the Company's intellectual property, except for the limited right to use the Platform in accordance with these Terms.

Users retain all intellectual property rights in their data, models, and outputs generated using the Platform. The Company claims no ownership over User-generated content.

13. Data Protection and Privacy

The Company processes personal data in accordance with its Privacy Policy, which is incorporated herein by reference. The Company complies with the Personal Data Protection Act 2012 (PDPA) of Singapore and other applicable data protection laws. Users who process personal data of individuals using the Platform are responsible for ensuring their own compliance with all applicable data protection laws and regulations.

14. Confidentiality

Each party agrees to hold in confidence and not disclose to any third party any Confidential Information received from the other party. "Confidential Information" includes, without limitation, business plans, financial information, technical data, trade secrets, customer lists, and any information designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

This obligation of confidentiality shall not apply to information that: (a) is or becomes publicly available without breach of these Terms; (b) was known to the receiving party prior to disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that the receiving party gives prompt notice to the disclosing party.

15. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms to the extent that such failure or delay results from circumstances beyond the party's reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, terrorism, riots, government actions, power outages, internet or telecommunications failures, cyberattacks, or actions or omissions of third-party Providers.

16. Governing Law and Dispute Resolution

16.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of laws principles.

16.2 Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection with these Terms, or the breach, termination, or invalidity thereof, shall be resolved as follows:

6. **Negotiation:** The parties shall first attempt to resolve the dispute through good-faith negotiation within thirty (30) days of written notice of the dispute.

7. **Mediation:** If the dispute is not resolved through negotiation, the parties shall submit the dispute to mediation administered by the Singapore Mediation Centre (SMC) in accordance with its prevailing mediation rules.

8. **Arbitration:** If the dispute is not resolved through mediation within sixty (60) days, the dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with the SIAC Administered Arbitration Rules. The seat of arbitration shall be Singapore. The tribunal shall consist of a sole arbitrator. The language of arbitration shall be English.

16.3 Jurisdiction

Notwithstanding the above, either party may seek injunctive or other equitable relief in the courts of Singapore to prevent irreparable harm.

17. General Provisions

17.1 Entire Agreement

These Terms, together with the Privacy Policy and any other agreements expressly incorporated herein, constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written.

17.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if such modification is not possible, shall be severed from these Terms, and the remaining provisions shall continue in full force and effect.

17.3 Waiver

No failure or delay by the Company in exercising any right or remedy under these Terms shall operate as a waiver of such right or remedy. A waiver of any provision of these Terms shall only be effective if given in writing and signed by an authorised representative of the Company.

17.4 Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of the Company. The Company may assign these Terms without your consent in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets.

17.5 Notices

All notices under these Terms shall be in writing and delivered by email to the addresses registered on the Platform. Notices to the Company shall be sent to the registered office address or such other address as may be designated by the Company from time to time.

17.6 Independent Contractors

The relationship between the Company and Users is that of independent contractors. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between the parties.

17.7 Third-Party Rights

Except as expressly provided in these Terms, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any provision of these Terms.

17.8 Survival

The provisions of these Terms that by their nature should survive termination shall survive termination, including without limitation Sections 5 (Credits), 10 (Limitation of Liability), 11 (Indemnification), 12 (Intellectual Property), 14 (Confidentiality), and 16 (Governing Law and Dispute Resolution).

18. Contact Information

For any questions, concerns, or inquiries regarding these Terms, please contact us at:

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