

Simulacrum Labs Inc. — Terms of Service

Effective Date: March 24, 2026

Last Updated: March 24, 2026

These Terms of Service ("Terms") govern your access to and use of the services provided by Simulacrum Labs Inc., a Delaware corporation ("Simulacrum Labs," "we," "us," or "our"), including our distributed GPU compute platform, web client, node operator software, APIs, and related services (collectively, the "Platform").

By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, do not use the Platform.

1. Definitions

- "Client" means any individual or entity that submits compute jobs to the Platform.
- "Node Operator" means any individual or entity that contributes GPU compute resources to the Platform by running the Simulacrum Node software.
- "Job" means a compute task submitted by a Client, including annotation jobs, training jobs, and hyperparameter sweeps.
- "Organization" means a team account on the Platform that allows multiple users to share billing, jobs, and projects.
- "Credit" means prepaid compute time purchased by a Client, denominated in GPU-hours.

2. Eligibility

You must be at least 18 years of age to use the Platform. By using the Platform, you represent and warrant that you meet this age requirement. If you are using the Platform on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

3. Client Terms

3.1 Account Registration

Clients must create an account to use the Platform. You may register using email, Google OAuth, or GitHub OAuth. You are responsible for maintaining the security of your account credentials.

3.2 Intellectual Property

You retain all ownership rights to any content, data, projects, scenes, training scripts, and trained models that you upload to or generate through the Platform ("Client Content"). Simulacrum Labs claims no ownership of Client Content.

You grant Simulacrum Labs a limited, non-exclusive license to process, transmit, and temporarily store Client Content solely for the purpose of executing your Jobs. This license terminates when your Job completes and all Client Content has been delivered to you or deleted from the Platform.

3.3 Pricing and Payment

The Platform charges a flat rate of \$0.75 per GPU-hour of compute. Credits are sold in prepaid packs (\$25, \$100, \$250) or via custom enterprise invoicing. Credits are deducted in real-time during active compute. Credits are non-refundable except where required by law.

If a Job fails due to a Platform error (not a Client error), the credits consumed by the failed Job will be refunded to the Client's balance.

3.4 Acceptable Use

You agree not to use the Platform to:

- Upload malicious code, malware, or content designed to harm the Platform or its users
- Process, store, or transmit ITAR-controlled data without a separate written agreement
- Violate any applicable law or regulation
- Attempt to reverse-engineer, decompile, or disassemble the Platform software
- Interfere with or disrupt the Platform or its infrastructure
- Upload content that infringes on third-party intellectual property rights

4. Node Operator Terms

4.1 Independent Contractor Status

Node Operators are independent contractors, not employees, agents, or partners of Simulacrum Labs. Nothing in these Terms creates an employment relationship. Node Operators are solely responsible for their own tax obligations, including self-employment taxes and income tax reporting.

4.2 Revenue Share

Node Operators earn a share of revenue generated from Jobs executed on their GPU hardware. The current revenue share is 80% of the client rate (i.e., \$0.60 per GPU-hour at current pricing). Revenue share percentages and rates are subject to change with 30 days

written notice to Node Operators. Continued use of the Platform after such notice constitutes acceptance of the revised terms.

4.3 Payouts

Payouts are processed through Stripe Connect. Node Operators must complete Stripe identity verification and provide valid bank account information. Payouts are triggered when accumulated earnings reach the minimum threshold (\$50). Payouts are processed on a weekly schedule. Simulacrum Labs is not responsible for delays caused by Stripe or the Node Operator's financial institution.

4.4 Tax Reporting

Stripe will issue a 1099-K tax form to Node Operators who earn \$600 or more in a calendar year, as required by the IRS. Simulacrum Labs does not provide tax, legal, or financial advice. Node Operators should consult a qualified professional for their specific tax situation.

4.5 Node Operator Obligations

Node Operators agree to:

- Run only the official Simulacrum Node software provided by Simulacrum Labs
- Not attempt to access, copy, intercept, or exfiltrate Client Content processed on their hardware
- Not tamper with, modify, or reverse-engineer the node software
- Not misrepresent their hardware capabilities or submit fraudulent compute results
- Maintain their hardware in good working condition

5. Data Protection and Privacy

Client Content is encrypted in transit (TLS) and at rest (AES-256-GCM per-job encryption). Jobs execute in isolated Docker containers with GPU passthrough. All Client Content is securely wiped from Node Operator hardware upon Job completion. For full details on data handling, see our Privacy Policy.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIMULACRUM LABS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO YOUR USE OF THE PLATFORM.

SIMULACRUM LABS' TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF THESE TERMS SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO SIMULACRUM LABS IN THE 12 MONTHS PRECEDING THE CLAIM.

The Platform processes compute jobs on distributed third-party hardware. While we implement security measures including encryption, containerization, and secure wipe, Simulacrum Labs does not guarantee that Client Content will be immune from unauthorized access by Node Operators or third parties. Clients with data classified under ITAR, EAR, or other export control regulations must obtain a separate written agreement before using the Platform.

7. Disclaimers

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

Simulacrum Labs does not guarantee: continuous, uninterrupted, or error-free operation of the Platform; that Jobs will complete within a specific timeframe; the accuracy or quality of compute results; or the availability of GPU nodes at any given time.

8. Indemnification

You agree to indemnify and hold harmless Simulacrum Labs, its officers, directors, employees, and agents from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) any content you upload to the Platform.

9. Termination

Either party may terminate these Terms at any time. Simulacrum Labs may suspend or terminate your access to the Platform if you violate these Terms. Upon termination: outstanding credits are non-refundable (except where required by law), pending Node Operator payouts will be processed within 30 days, and all Client Content will be deleted from the Platform within 30 days.

10. Modifications

Simulacrum Labs may modify these Terms at any time by posting updated Terms on the Platform. We will provide 30 days notice of material changes via email. Your continued use of the Platform after such notice constitutes acceptance of the modified Terms.

11. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. Any dispute arising under these Terms shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

12. Contact Information

Simulacrum Labs Inc.

Email: contact@simulacrumlabs.com

Website: simulacrumlabs.com

If you have questions about these Terms, please contact us at contact@simulacrumlabs.com.