

SmartClaimz Terms of Service

Last Updated: August 26, 2022

Freeloderz DAO LLC SmartClaimz is a token distribution Web3 dApp platform that runs on the Cardano blockchain. You are able to claim and airdrop tokens from the platform by entering your Cardano wallet address.

Acceptance

By using the Web3 dApp you warrant to us that you have reviewed these Terms and Conditions with your parent or legal guardian (if you are under 18 years old), and you understand them; warrant to us that you have the authority to enter into a legally binding agreement with us or (if you are under 18 years old) you have your parent's or legal guardian's permission to access and use the dApp and they have agreed to the Terms on your behalf; and agree to use the dApp in accordance with the Terms. Please read the Terms carefully and immediately cease using the dApp if you do not agree to them. You must not use the dApp unless you are at least 13 years old. If you are a parent or legal guardian permitting a person who is at least 13 years old but under 18 years old (a Minor) to use the dApp, you agree to: (i) supervise the Minor's use of the dApp (ii) assume all risks associated with, and liabilities resulting from, the Minor's use of the dApp and their account; (iii) ensure that the content on the dApp is suitable for the Minor; (iv) ensure all information submitted to us by the Minor is accurate; and (v) provide the consents, representations and warranties contained in the Terms on the Minor's behalf.

Using the dApp

We grant you a non-exclusive, non-transferable (except with our written permission), non-sublicensable (except as otherwise permitted under these Terms), personal and revocable license to access and use the services available on the dApp. Transactions that take place on the dApp are managed and confirmed via the Cardano blockchain. You understand that your Cardano public address will be made publicly visible whenever you engage in a transaction on the dApp. You may be required to download, install or use third party services (such as Eternl, Nami, Flint) in order to use the dApp. You acknowledge and agree that you may not be able to use all features of the dApp in the event that you do not use these third party services.

Banned Behavior

You agree not to yourself or authorize any third party on your behalf to, interact in the dApp in a manner that is contrary to any rules or guidelines we may impose from time to time, or in a way that we determine, in our absolute discretion, to be cheating, farming, or otherwise acting in a manner that may negatively impact the enjoyment of others in connection with the dApp. This includes, without limitation, using third party software (by injecting the software into the dApp or otherwise) to give you or another user an unfair advantage, or to automate aspects of gaming, creating and using multiple Accounts, sharing your Account, participating in win trading with other users and otherwise acting contrary to the spirit of the dApp. For clarity, acting contrary to this clause will be considered a material breach of these Terms and may result in banning your Cardano address or IP address.

Referrals

From time to time, we may offer incentives to you to refer the App to others (referral program). If you participate in a referral program, you agree not to act in any way which allows you to fraudulently, inappropriately or unfairly receive the benefits of a referral program. This includes, without limitation, sending referral links to yourself and/or creating multiple Accounts. For clarity, acting contrary to this clause will be considered a material breach of these Terms and may result in suspension and/or termination. Additionally, if you breach this clause, we may withhold any referral payments relating to a referral program.

Price and Payments

The user withdrawing tokens from SmartClaimz will be charged a 1.7A service fee (total fee will be 1.7A + the Cardano network fee). The service fee covers the processing costs on SmartClaimz. The UTXO minimum fee will be automatically calculated and added. Please be sure to confirm that you are withdrawing to your own address. All token withdrawals are final and can not be reversed.

Communication

SmartClaimz may facilitate a communication server, in-game communication and other forums on which you are able to communicate with other dApp participants. We ask you to limit your discussions to topics which are relevant to the dApp. You acknowledge and agree that you are not permitted to send any communication which contains foul language, illegal material, defamatory comments, business advertisements, spam, religious debates, comments which incite fear, and/or any form of abuse, insults or personal attacks. We reserve the right to remove any communication which we, in our sole discretion, deem to be inappropriate, and prevent you from further participating in the communication methods outlined above.

Eligibility

All staked addresses on the Cardano network are eligible.

Restrictions

You must not access or use the dApp except as permitted by these Terms and you must not and must not permit any other person to: use the dApp in any way which is in breach of any applicable Laws or which infringes any person's rights, including Intellectual Property rights; use the dApp to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; use the dApp in any way that damages, interferes with or interrupts the supply of the dApp; introduce malicious programs into our hardware and software, including viruses, worms, trojan horses and e-mail bombs; use the dApp to carry out security breaches or disruptions of a network. Security breaches include accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorized to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes); use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the dApp; or to send any form of harassment via email, or any other form of messaging (such as the messaging features within the dApp), whether through language, frequency, or size of messages or use the dApp in breach of any person's privacy (such as by way of identity theft or "phishing"). Items are only to be earned, purchased or sold for the purpose of genuinely interacting with the dApp. You must not obtain or sell Items for investment purposes.

Third Parties

You acknowledge and agree that: the provision of the dApp may be contingent on, or impacted by, third parties, other customers' use of our services, suppliers, other subcontractors (Third Party Inputs); and despite anything to the contrary, to the maximum extent permitted by law, we will not be responsible, and will have no Liability, for any default or breach of these Terms or law, if such default or breach was caused or contributed to by any Third Party Inputs. For clarity, Third Party Inputs may include Metamask, Coinbase, Google Chrome and the Cardano network. This clause will survive the termination or expiry of these Terms.

Intellectual Property

Rights Our Intellectual Property All Intellectual Property in the dApp and that Intellectual Property developed, adapted, modified or created by us or our Personnel (including in connection with these Terms) is and will remain owned exclusively by us or our third party service providers. You must not, without our prior written consent: copy or use, in whole or in part, any of our Intellectual Property; reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party; reverse assemble, reverse engineer, reverse compile or enhance the dApp; breach any Intellectual Property Rights connected with the dApp, including altering or modifying any of our Intellectual Property; cause any of any of our Intellectual Property to be framed or embedded in another website; or creating derivative works from any of our Intellectual Property; resell, assign, transfer, distribute or make available the dApp to third parties; "frame", "mirror" or serve any of the dApp on any web server or other computer server over the Internet or any other network; alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the dApp; Notwithstanding anything to the contrary in these Terms or elsewhere, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the dApp, in an aggregated and anonymized format (Analytics). You agree that we may make such Analytics publicly available, provided that it: does not contain identifying information; is not compiled using a sample size small enough to make the underlying data identifiable. We and/or our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content provided in connection with the Analytics, including all Intellectual Property rights in the foregoing.

Your Intellectual Property

As between you and us, (i) all Data is and remains your property, and (ii) you retain any and all rights, title and interest in and to the Data, including all copies, modifications, extensions and derivative works thereof. License: You grant us a limited license to copy, transmit, store and back-up or otherwise access the Data during the Term solely to: supply the dApp; diagnose problems with the dApp; enhance and otherwise modify the dApp; develop other services, provided we de-identify the Data; and as reasonably required to perform our obligations under these Terms.

General:

You must, at all times, ensure the integrity of the Data and that your use of the Data is compliant with all Laws. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all your Data to us and to grant the rights granted to us in these Terms; and (ii) the Data and its transfer to and use by us, as authorized by you under these Terms do not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any Intellectual Property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized in these Terms is not inconsistent with the terms of any applicable privacy policies. We assume no responsibility or Liability for the Data. You are solely responsible for the Data and the consequences of using, disclosing, storing or transmitting it. This clause will survive termination or expiry of these Terms.

Liability

Despite anything to the contrary, to the maximum extent permitted by law: our maximum aggregate Liability arising from or in connection with these Terms will be limited to, and must not exceed the portion of the Price paid by you to us for the service fees subject of the relevant claim; we will not be liable to you in respect of any transactions that take place on any secondary marketplace; and we will not be liable to you for any Consequential Loss, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. Despite anything to the contrary, to the maximum extent permitted by law, we will have no Liability, and you waive and release us from and against, all Liability (whether under statute, contract, negligence or other tort, indemnity, or otherwise) arising from or in connection with any: loss of, or damage to, any property or any injury to or loss to any person; failure or delay in providing the dApp; breach of these Terms or any Laws; or the Computing Environment, where caused or contributed to by any: (i) event outside our reasonable control; (ii) a fault, defect, error or omission in your Computing Environment or Data; or (iii) act or omission of you, your related parties, Authorized Users, Personnel or any third party (including customers, end users, suppliers, providers or subcontractors), and, in any event, any error, omission or lack of suitability (or the absence of, or reduction in, any anticipated result, outcome or benefit) with respect to the dApp. To the maximum extent permitted by law, you indemnify and continue to indemnify us against all Liability we suffer or incur arising from or as a consequence of a breach of Intellectual Property Rights and/or your use of the dApp contrary to these Terms

Termination

You may terminate these Terms at any time by ceasing to use the dApp. If you breach these Terms, we may immediately suspend your access. You will have an opportunity to appeal the suspension by contacting us. We may also terminate these Terms if you have breached a material term of these Terms and has failed to remedy such breach within 3 Business Days of receiving notice to do so, subject to any other express right of termination. On termination of these Terms, you may no longer have access to the dApp and information that you have posted to the dApp. The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms. This clause will survive termination or expiry of these Terms.

General

Functionality: We reserve the right at any time and from time to time to change or remove features of the dApp.

Disputes:

Any dispute, controversy or claim arising out of, relating to or in connection with these Terms, including any question regarding its existence, validity or termination, shall be resolved by arbitration in accordance with Arbitration Rules. The language of the arbitration shall be English. The number of arbitrators shall be one.

Notices: We may provide you with notices (including, without limitation those regarding changes to these Terms) by email, or postings on the dApp. You may provide us with notices through the dApp.

Waiver:

Any failure or delay by a Party in exercising a power or right (either wholly or partly) in relation to these Terms does not operate as a waiver or prevent a Party from exercising that power or right or any other power or right. A waiver must be in writing.

Severance:

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.

Assignment:

We may assign, transfer or otherwise deal with all or any of its rights or obligations under these Terms without your prior written consent.

Amendment:

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on the Site or App. We recommend you check our App and Site regularly to ensure you are aware of the current Terms.

Governing law:

These Terms are governed by the laws of Wyoming, United States. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Wyoming and any courts entitled to hear appeals from those courts and waive any rights to object to proceedings being brought in those courts. The dApp may be accessed in the United States and overseas. We make no representation that the dApp complies with the laws (including Intellectual Property laws) of any country outside of the United States. If you access the dApp from outside the United States, you do so at your own risk and are responsible for complying with the laws in the place you access the dApp. This clause will survive termination or expiry of these Terms.

Token distribution

SmartClaimz is a third party service. We do not control the distribution quantities of tokens per delegate. The parameters for token distribution are set by the token project creators. Token project creators agree that they will not submit or distribute securities and all token projects abide by SEC regulation and law.

Interpretation

In these Terms, unless the context otherwise requires: the singular includes the plural and vice versa; headings are for convenience only and do not affect interpretation; a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time; if any act which must be done under these Terms is to be done on a day that is not a Business Day then the act must be done on or by the next Business Day; the word "month" means calendar month and the word "year" means 12 months; the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient; a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time; includes and similar words mean includes without limitation; a reference to \$ or dollars refers to the currency of United States from time to time; a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body that performs most closely the functions of the defunct body; and no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it.

Supported Token

Any Cardano native asset that is listed on the SmartClaimz platform is considered a supported token.