

meme.fun Terms of Service

These meme.fun Terms of Service (the “**Agreement**”) establish a legally binding contract between you (the “**user(s)**”) and meme.fun (the “**Platform**”). It governs your usage of the meme.fun application and services, and any related technologies or services provided by meme.fun, Inc. (“**meme.fun**”, “**we**”, “**our**”, or “**us**”), a Delaware corporation pending registration. By accessing or using any of the Platform, you signify that you have read, understand, and agree to adhere to the terms and conditions outlined in this Agreement in their entirety. If you disagree, you are not authorized to access or operate our Platform and should refrain from doing so.

To access or use our Platform, you must be able to form a legally binding contract with us. Accordingly, you represent that you are at least the age of majority in your jurisdiction (e.g., 18 years old in the United States; 19 in AL and NE; and 21 in MS) and have the full right, power, and authority to enter into and comply with the terms and conditions of this Agreement on behalf of yourself and any company or legal entity for which you may access or use the Interface. If you enter this Agreement on an entity’s behalf, you represent that you have the legal authority to bind such entity.

You further represent that you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including but not limited to the list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury) or (b) a citizen, resident, or organized in a jurisdiction or territory that is the subject of comprehensive country-wide, territory-wide, or regional economic sanctions by the United States. Finally, you represent that your access and use of our Platform will fully comply with all applicable laws and regulations, and that you will not access or use our Platform to conduct, promote, or otherwise facilitate any illegal activity.

DISCLAIMER OF WARRANTIES AND REPRESENTATIONS

The Platform and all of its contents are provided on an "as is" and "as available" basis, without any warranties or representations of any kind, whether express or implied. meme.fun acts solely as a distributor and not a publisher of content supplied by third parties. Therefore, meme.fun does not exercise any editorial control over such content and makes no warranty or representation as to its accuracy, reliability, or currency. This includes any information, content, service, or merchandise provided through or accessible via the Platform. Specifically, meme.fun disclaims all warranties and representations relating to any content transmitted on or in connection with the Platform or on sites that may appear as links on the Platform, or in the products provided as a part of, or otherwise in connection with, the Platform. This includes any warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

No advice or information provided by meme.fun, its affiliates, employees, officers, directors, agents, or similar parties, whether oral or written, shall create any warranty. The price and availability of any products or services offered on the Platform are subject to change without notice. Additionally, meme.fun does not warrant that the Platform will be uninterrupted, uncorrupted, timely, or error-free.

By utilizing the Platform, you agree that meme.fun, its affiliates, employees, officers, directors, agents, or similar parties, shall not be liable for any damages whatsoever arising out of or relating to your use of the Platform. These damages include, without limitation, direct, indirect, incidental, special, consequential, or punitive damages, whether under a contract, tort, or any other theory of liability, even if

memefun has been advised of the possibility of such damages.

LIMITED LIABILITY

The use of the Platform is solely at the user's own risk. memefun provides materials on its services on an "as is" and "as available" basis, without any express or implied representation or warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. memefun does not guarantee the accuracy, completeness, reliability, suitability, or availability of any information or materials on its services or related to such information or materials through external sites or channels. The materials and information provided may contain errors or inaccuracies and are subject to change or update without notice.

memefun shall not be held liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or in any way related to the use of its services. This includes, but is not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of using any content (or product) posted, transmitted, or otherwise made available through the Platform, even if the possibility of such damages has been advised. Such damages may include, but are not limited to, loss of use, loss of profits, or loss of data.

The user acknowledges and agrees that memefun is not responsible for the content or services of third-party sites or channels. Links to such sites or channels are provided for convenience only, and the user accesses them at their own risk. memefun does not provide any representation or warranty regarding the accuracy or reliability of information or materials found on such sites or channels.

Unless otherwise mandated by applicable law, memefun, its affiliates, officers, directors, employees, agents, or licensors shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from or in connection with the use of its services or materials. The limitations and exclusions of liability stated herein shall apply regardless of whether memefun was aware of or should have been aware of the possibility of such damages, and irrespective of the form of action, whether in contract, tort, or otherwise.

By using the Platform, the user agrees to release and indemnify memefun, its affiliates, officers, directors, employees, agents, and licensors from any and all claims, demands, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from or in connection with the use of its services.

CONTENT ON THE PLATFORM

The user agrees not to upload, post, or share any content on memefun that is illegal, harmful, offensive, obscene, infringing on the rights of others, or in violation of any applicable laws or regulations. This includes, but is not limited to, content that: 1) Encourages or provides instructions for illegal activities. 2) Violates the privacy of others by sharing personal information without consent. 3) Promotes hate speech, discrimination, harassment, or violence against individuals or groups based on attributes such as race, religion, gender, sexual orientation, or disability. 4) Otherwise contravenes any local, national, or international laws or regulations.

By using memefun, the user acknowledges and agrees that memefun and its affiliates retain all rights, title, and interest in and to the user-generated content (including text, images, videos, and any other materials) posted or shared on the Platform. This includes the right to modify or delete user-generated content. memefun may also use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content worldwide, in any media, now known or hereafter developed,

for any purpose, without compensation to the user.

RISKS ASSOCIATED WITH OUR SOFTWARE USAGE

memefun offers software and services that facilitate cryptocurrency transactions. However, it is important for users to understand that certain risks are inherent in using such technology. By accessing and utilizing the Platform, users acknowledge and agree that memefun cannot be held responsible for any losses, damages, or claims arising from events falling under the following categories:

User mistakes: Users are solely responsible for their actions and are expected to exercise caution and diligence when using memefun-related software and services. memefun will not be held liable for losses resulting from user mistakes, including forgotten passwords, payments sent to incorrect addresses, or accidental deletion of wallets.

Software issues: Despite our efforts to provide reliable and secure software and services, technical glitches and software problems can occur. memefun will not be responsible for losses resulting from software issues on the website or any memefun-related software, such as corrupted wallet files, incorrectly executed transactions, vulnerabilities in cryptographic libraries, or malware affecting the website or software.

Technical failures: Users are responsible for maintaining the security and integrity of their hardware and storage devices. memefun will not be liable for losses caused by technical failures in user hardware or storage devices, such as data loss due to faulty or damaged devices.

Security vulnerabilities: While memefun takes measures to safeguard the security and integrity of its services, security breaches and unauthorized access may occur. memefun will not be held accountable for losses resulting from security vulnerabilities experienced by users, such as unauthorized access to wallets or accounts.

Third-party actions or omissions: memefun may rely on third-party service providers for certain services, and incidents such as bankruptcy, information security breaches, or fraudulent activities by third parties can happen. memefun will not be liable for losses arising from the actions or omissions of third parties or events involving third parties.

By using the Platform, users acknowledge and accept the inherent risks associated with cryptocurrency transactions. Users release memefun from any liability related to such risks.

COPYRIGHT DISCLAIMER

This Copyright Disclaimer (referred to as the "Disclaimer") outlines the terms and conditions governing the usage of materials owned by memefun. All intellectual property rights pertaining to the materials are exclusively held by memefun. Unauthorized copying, distribution, or any other use of the materials without express written permission from memefun is strictly prohibited unless otherwise permitted by mandatory law (such as the right to quote) or expressly stated for specific materials.

ERRORS AND OMISSIONS DISCLAIMER

This Errors and Omissions Disclaimer (referred to as the "Disclaimer") establishes the terms and conditions for using the Platform. We do not provide any warranties or guarantees, and we are not responsible for any inaccuracies, errors, or omissions in the Platform. Under no circumstances shall

memefun be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in contract, negligence, or any other tort, arising from or in connection with the use of the Platform or its contents. We reserve the right to add, delete, or modify the contents of the Platform at any time without prior notice.

LINKS TO OTHER WEBSITES/CHANNELS DISCLAIMER

This Links to Other Websites/Channels Disclaimer (referred to as the "Disclaimer") applies to the Platform. The Platform may include links to websites, channels, and groups that are not operated or controlled by memefun. We are not responsible for the content, accuracy, or opinions expressed in such websites, channels, and groups, and they are not investigated, monitored, or verified for accuracy or completeness by memefun. When you navigate to another website, channel, or group through a link on the Platform, our Privacy Policy no longer applies. Your browsing and interaction on any other website, including those linked on our Platform, are subject to the rules and policies of that website. These third parties may use their own cookies or other methods to collect information about you. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy and Terms of every site you visit. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

AMENDMENT OF DISCLAIMER

memefun reserves the right to modify, amend, or update this Disclaimer at any time to accurately reflect our Service and policies. Such changes will be prominently posted on our website, and your continued use of the Service constitutes your acceptance of the updated Disclaimer. If you do not wish to be bound by any updated terms, you may delete your account.

YOUR CONSENT TO DISCLAIMER

By accessing or registering an account on the Platform, you acknowledge that you have read, understood, and agree to the terms of this Disclaimer. You also consent to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy, as outlined in this Disclaimer. If you do not agree to any provisions of this Disclaimer, you should not access or use our Service.

COMPLIANCE WITH TAX OBLIGATIONS

The users of the memefun are solely responsible for determining their tax obligations with respect to any transactions conducted through the Platform. The owners and contributors of memefun shall not be held responsible for determining the tax implications or obligations associated with the use of the Platform.

ARBITRATION

By using the Platform, the user agrees to resolve any dispute arising from or related to memefun or this disclaimer through binding arbitration, except for disputes arising from copyrights, logos, trademarks, trade names, trade secrets, or patents. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrator(s) shall be binding and final. Each party shall bear their own expenses, costs, and attorney's fees incurred in the arbitration, unless otherwise provided by applicable law.