

## Airdrop Hunter Terms of Use

Last updated: April 14, 2023

Our greetings and welcome to Airdrop Hunter, <https://app-test.airdrop-hunter.site/>, a website marketplace service (the "Service").

The Service is a marketplace platform of Airdrop Hunter (the "Platform") and software governed by and belongs to AirDrop Hunter's decentralized autonomous organization ("DAO") governance mechanism. The Service provides an opportunity to get drops in different web3 protocols through a script which is created by the Airdrop Hunter Platform or independent teams.

These Terms of Use and any terms and conditions incorporated herein by reference (collectively, the "Terms") govern your access to and use of the Service. You must read the Terms carefully.

By accessing, browsing or otherwise using the Service, or by acknowledging agreement to the Terms on the Service, you agree that you have read, understood and accepted all of the Terms and our Privacy Policy (the "Privacy Policy"), which is incorporated by reference into the Terms.

IMPORTANT NOTE: WHEN YOU AGREE TO THESE TERMS BY USING OR ACCESSING THE SERVICE, YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND AIRDROP HUNTER THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. AND YOU AGREE TO A CLASS ACTION WAIVER, BOTH OF WHICH IMPACT YOUR RIGHTS AS TO HOW DISPUTES ARE RESOLVED.

### 1. Eligibility

The Service is NOT offered to persons or entities who reside in, are citizens of, are incorporated in, or have a registered office in the United States of America or any Prohibited Localities, namely Restricted Persons, as defined below. We do not make exceptions. If you are a Restricted Person, then do not attempt to access or use the Service. Use of a virtual private network (e.g., a VPN) or other means by Restricted Persons to access or use the Service is prohibited.

*TL;DR: if you use the Service you state that you (a) are at least 18; (b) don't break any laws of your jurisdiction by using the Service; (c) are not located, established or registered in any of the jurisdictions enlisted below titled "Prohibited Localities".*

**General.** You may not use the Service if you are otherwise barred from using the Service under applicable law.

**Legality.** You are solely responsible for adhering to all laws and regulations applicable to you and your use or access to the Service. Your use of the Service is prohibited by and otherwise violate or facilitate the violation of any applicable laws or regulations, or contribute to or facilitate any illegal activity.

By using or accessing the Service, you represent to us that you are not subject to the Sanction Lists and you are not a Restricted Person, as defined below. "Sanction Lists" means any sanctions designations listed on economic/trade embargo lists and/or specially designated persons/blocked persons lists published by the international organizations, as well as any state and governmental authorities of any jurisdiction, including, but not limited to the lists of United Nations, European Union and its Member States, United States and United Kingdom sanctions lists. We make no representations or warranties that the information, products, or services provided through the Service, are appropriate for access or use in other jurisdictions. You are not permitted to access or use the Service in any jurisdiction or country if it would be contrary to the law or regulation of that jurisdiction or if it would subject us to the laws of, or any registration requirement with, such jurisdiction.

We reserve the right to limit the availability of the Service to any person, geographic area, or jurisdiction, at any time and at our sole and absolute discretion.

**Prohibited Localities.** Airdrop Hunter does not interact with digital wallets located in, established in, or a resident of Myanmar (Burma), Cote D'Ivoire (Ivory Coast), Cuba, Crimea and Sevastopol, Democratic Republic of Congo, Iran, Iraq, Libya, Mali, Nicaragua, Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Yemen, Zimbabwe or any other state, country or region that is included in the Sanction Lists.

You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition.

*Non-Circumvention. You agree not to access the Service using any technology for the purposes of circumventing these Terms.*

## **2. Compliance Obligations**

*TL;DR: You expressly agree that you assume all risks in connection with your access to and use of the Service. Additionally, you expressly waive and release us from any and all liability, claims, causes of action, or damages arising from or in any way relating to your access to and use of the Service.*

The Service may not be available or appropriate for use in all jurisdictions. By accessing or using the Service, you agree that you are solely and entirely responsible for compliance with all laws and regulations that may apply to you. You further agree that we have no obligation to inform you of any potential liabilities or violations of law or regulation that may arise in connection with your access and use of the Service and that we are not liable in any respect for any failure by you to comply with any applicable laws or regulations.

## **3. Access to the Service**

TL;DR: All interactions related to the Platform are executed outside of Airdrop Hunter direct or indirect control. The Service is constantly changing, so you might see features come and go as we continue to improve our experience and services for users.

We reserve the right to disable access to the Service at any time in the event of any breach of the Terms, including without limitation, if we, in our sole discretion, believe that you, at any time, fail to satisfy the eligibility requirements set forth in the Terms. Further, we reserve the right to limit or restrict access to the Service by any person or entity, or within any geographic area or legal jurisdiction, at any time and at our sole discretion. We will not be liable to you for any losses or damages you may suffer as a result of or in connection with the Service being inaccessible to you at any time or for any reason.

## **4. Your Use of Service**

TL;DR: We do not control your interactions and stop an interaction or attempt to reverse an interaction after it occurred. There are some strict rules: do not in any way harm the Service or other users. And also: you're ultimately responsible for any interactions as relevant to the Service. Please review, obtain, or otherwise seek additional information or support before interactions with the Platform.

By using or accessing the Service, you represent and warrant that you understand that there are inherent risks associated, and the underlying technologies including, without limitation, cryptography and blockchain, and you agree that Airdrop Hunter is not responsible for any losses or damages associated with these risks. You specifically acknowledge and agree that the Service facilitates your interaction with decentralized networks and technology and, as such, we have no control over any blockchain or virtual currencies and cannot and do not ensure that any of your interactions will be confirmed on the relevant blockchain and do not have the ability to effectuate any cancellation or modification requests regarding any of your interactions.

Without limiting the foregoing, you specifically understand and hereby represent your acknowledgement of the following:

- The Service does not act as an agent for any of the users;
- The Service does not own or control any of the underlying software through which blockchain networks are formed, and therefore is not responsible for them and their operation;
- You are solely responsible for reporting and paying any taxes applicable to your use of the Service;
- The Service can interact with DEX and CEX which are third party risks that may lead to loss, theft of funds. The Service is not responsible for damages caused by third parties.

In order to allow other users to have a full and positive experience of using the Service you agree that you will not use the Service in a manner that:

Breaches the Terms;

- Infringes on or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under the law;
- Seeks to interfere with or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, or other information technology system, including, but not limited to, the deployment of viruses and denial of service attacks;
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user, including such information about the digital wallet;
- Decompiles, reverse engineers, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Service;
- Seeks to defraud us or any other person or entity, including, but not limited to, providing any false, inaccurate, or misleading information in order to unlawfully obtain the property of another;
- Violates any applicable law, rule, or regulation concerning the integrity of trading markets, including, but not limited to, the manipulative tactics commonly known as spoofing and wash trading;
- Disguises or interferes in any way with the IP address of the computer you are using to access or use the Service or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Service;
- Transmits, exchanges, or is otherwise supported by the direct or indirect proceeds of criminal or fraudulent activity;
- Contributes to or facilitates any of the foregoing activities.

As it has been already stated, we only provide you with the relevant services and software and neither has control over your interactions with the blockchain nor encourages you to perform any. Any interaction performed by you via the Service remains your sole responsibility.

All information provided in connection with your access and use of the Service is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Service or any other information that we make available at any time, including, without limitation, blog posts, articles, links to third-party content, news feeds, tutorials, tweets and videos.

The Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set forth expressly in the Terms.

## **5. Management and Success Fee**

Management Fee:

- a. The Client agrees to pay the Platform a management fee for the services rendered. The management fee shall be calculated at a rate of minimum 10\$ (ten USD) per circle per account from the total top-up amount.
- b. The management fee shall automatically work through a smart contract. Each circle includes this management fee.

Success Fee:

- a. In addition to the management fee, the Client agrees to pay the Platform a success fee based on the achievement of pre-determined performance targets. The success fee shall be calculated at a rate of 15% (fifteen percent) per account of the revenue/profit generated as a result of the Platform's services. The results and the achievement of pre-determined performance targets of the service is the receiving airdrop from a project.
- b. The success fee shall be payable upon the successful achievement of the performance targets as outlined in the agreement. Payment shall be made within a smart contract.

Payment Terms:

- a. All payments under this agreement will be made by a smart contract developed by the Platform.
- c. The Client shall bear all applicable taxes, duties, or other charges imposed by the relevant authorities in connection with the payments made under this agreement.

## **6. Disclaimers**

*TL;DR: This is very important (like, bold important) so please read the whole section carefully for specifics. It explains that we don't make any warranties about the Service.*

We have access to your private key and initiate an interaction with your virtual currency or otherwise access your virtual currency only for airdrop purposes. However, we are not responsible for any activities that you engage in when using your wallets and any funds losses resulting.

Your use of Airdrop Hunter's scripts and any third party scripts, indicators, ideas and other content is at your sole risk.

*TL;DR: we provide no representations or warranty as to the Service.*

You expressly understand and agree that your use of the Service is at your sole risk. We make and

expressly disclaim all representations and warranties, express, implied or statutory, and with respect to the Service and the code proprietary or open-source, we specifically do not represent and warrant and expressly disclaim any representation or warranty, express, implied or statutory, including without limitation, any representations or warranties of title, non-infringement, merchantability, usage, security, suitability or fitness for any particular purpose, or as to the workmanship or technical coding thereof, or the absence of any defects therein, whether latent or patent. We do not represent or warrant that the Service, code and any related information are accurate, complete, reliable, current or error-free. The Service provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that no advice, information, or statement that we make should be treated as creating any warranty concerning the Service. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Service.

*TL;DR: we are not responsible for transferring, safeguarding, or maintaining your private keys.*

You acknowledge that Airdrop Hunter is not responsible for transferring, safeguarding, or maintaining your private keys or any virtual currency associated therewith. If you lose, mishandle or have stolen associated virtual currency private keys, you acknowledge that you may not be able to recover associated virtual currency and that Airdrop Hunters is not responsible for such loss. You acknowledge that Airdrop Hunter is not responsible for any loss, damage or liability arising from your failure to comply with the terms hereunder.

*TL;DR: blockchain protocols are code subject to flaws and we do not provide any warranties on the security of such protocols.*

By accessing and using the Service, you represent that you understand (a) the Service facilitates access to the Platform, the use of which has many inherent risks, and (b) the cryptographic and blockchain-based systems have inherent risks to which you are exposed when using the Service. You further represent that you have a working knowledge of the usage and intricacies of blockchain-based digital assets, including, without limitation, ERC-20 token standard available on the Ethereum blockchain and all other available layer 2 solutions for Ethereum or other blockchains. You further understand that the markets for these blockchain-based digital assets are highly volatile due to factors that include, but are not limited to, adoption, speculation, technology, security, and regulation. You acknowledge that the cost and speed of transacting with blockchain-based systems, such as Ethereum, are variable and may increase or decrease, respectively, drastically at any time. You hereby acknowledge and agree that we are not responsible for any of these variables or risks associated with the Protocol and cannot be held liable for any resulting losses that you experience while accessing or using the Service.

Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using the Service to interact with the Platform.

*TL;DR: third-party resources and promotions.*

The Service may contain references or links to third-party resources, including, but not limited to, information, materials, products, or services, that we do not own or control. In addition, third parties may offer promotions related to your access and use of the Service. We do not endorse or assume any responsibility for any such resources or promotions. If you access any such resources or participate in any such promotions, you do so at your own risk, and you understand that the Terms do not apply to your dealings or relationships with any third parties. You expressly relieve us of any and all liability arising from your use of any such resources or participation in any such promotions.

## **7. Intellectual Proprietary Rights**

*TL;DR: our content is ours.*

We own all intellectual property and other rights in the Service and its contents, including, but not limited to, software, text, images, trademarks, service marks, copyrights, patents, and designs. Unless expressly authorized by us, you may not copy, modify, adapt, rent, license, sell, publish, distribute, or otherwise permit any third party to access or use the Service or any of its contents. Accessing or using the Service does not constitute a grant to you of any proprietary intellectual property or other rights in the Service or its contents.

You will retain ownership of all intellectual property and other rights in any information and materials you submit through the Service. However, by uploading such information or materials, you grant us a worldwide, royalty-free, irrevocable license to use, copy, distribute, publish and send this data in any manner in accordance with applicable laws and regulations.

You may choose to submit comments, bug reports, ideas or other feedback about the Service, including, without limitation, about how to improve the Service (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a nonconfidential basis or otherwise). If necessary under applicable law, then you hereby grant us a perpetual, irrevocable, non-exclusive, transferable, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

If (i) you satisfy all of the eligibility requirements set forth in the Terms, and (ii) your access to and use of the Service complies with the Terms, you hereby are granted a single, personal, limited license to access and use the Service. This license is non-exclusive, non-transferable, and freely revocable by us at any time without notice or cause in our sole discretion. Use of the Service for any purpose not expressly permitted by the Terms is strictly prohibited. Unlike the Service, the Protocol is comprised entirely of open-source software running on the public Ethereum and other blockchains or Ethereum layer 2 solutions and is not our proprietary property. The Platform may also run on the other blockchains to which the same clause applies.

## **8. Indemnification**

*TL;DR: If someone sues us because of something you did, you're responsible for it, so read the below carefully.*

You agree to hold harmless, release, defend, and indemnify us and our officers, directors, employees, contractors, agents, affiliates, and subsidiaries from and against all claims, damages, obligations, losses, liabilities, costs and expenses arising from (a) your access to and use of the Service; (b) your violation of these Terms, the right of any third party, or any other applicable law, rule, or regulation; and (c) any other party's access and use of the Service with your assistance or using any device or account that you own or control.

## **9. Limitation of Liability**

*TL;DR: It's really important to highlight how our liability is limited when it comes to issues you may encounter with our service. Please read the whole section carefully.*

Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including (but not limited to) damages for loss of profits, goodwill, use, data, or other intangible property, arising out of or relating to any access to or use of the Service, nor will we be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access to or use of the Service, or from any access to or use of any information obtained by any unauthorized access to or use of the Service. We assume no liability or responsibility for any: (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from any access to or use of the Service; (c) unauthorized access to or use of any secure server or database in our control, or the use of any information or data stored therein; (d) interruption or cessation of function related to the Service; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service; (f) errors or omissions in, or loss or damage incurred as a result of, the use of any content made available through the Service; and (g) the defamatory, offensive, or illegal conduct of any third party. Under no circumstances shall we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries be liable to you for any claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the greater of (i) the amount you paid to us in exchange for access to and use of the Service. This limitation of liability applies regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, and even if we have been advised of the possibility of such liability. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in the Terms may not apply to you. This limitation of liability shall apply to the fullest extent permitted by law.

## **10. Arbitration and Class Action Waiver**

*TL;DR: A third party arbitrator will help us resolve any disputes we might have. This means that any dispute will be resolved outside of class-action litigation. Hopefully, disputes will never be an issue, but you should read this section carefully for details on how it works.*

**Binding Arbitration.** Except for disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents, you and the Airdrop Hunter: (a) waive the right to have any and all disputes or claims arising from these Terms, your use or access to the Service or any other disputes with the Airdrop Hunter (collectively, “Disputes”) resolved in a court; and (b) waive any right to a jury trial. Instead, you and the Airdrop Hunter agree to arbitrate Disputes that are not resolved informally (as described below) through binding arbitration (i.e. the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it) instead of having the Dispute decided by a judge or jury in court).

**Process.** You and the AirdropHunter agree that each will notify the other, in writing, of any Dispute within thirty (30) days of when it arises so that the parties can attempt, in good faith, to resolve the Dispute informally. Your notice must include (1) your name, postal address, and email address; (2) a description of the nature or basis of the Dispute; and (3) the specific action that you are seeking. If you and the AirdropHunter cannot resolve the Dispute within thirty (30) days of the AirdropHunter receiving the notice, either you or AirdropHunter may, as appropriate pursuant to this Section 9, commence an arbitration proceeding. You and the AirdropHunter agree that any arbitration or claim must be commenced or filed within one (1) year after the Dispute arose; otherwise, you and the

AirdropHunter agree that the claim is permanently barred (which means that you will no longer have the right to assert a claim regarding the Dispute).

You further agree that the Service shall be deemed to be based solely as DAO and has neither a legal entity nor an individual.

## **11. Last but not Least**

**Changes.** We may amend any portion of these Terms at any time by posting the revised version of these Terms with an updated revision date. The changes will become effective and shall be deemed accepted by you, the first time you use or access the Service after the initial posting of the revised Terms and shall apply on a going-forward basis with respect to your use of the Service including any transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Service.

**Entire Agreement.** These Terms (and any additional terms, rules and conditions of participation that may be posted on the website of AirDrop Hunter) including the Privacy Policy constitute the entire agreement with respect to the Service and supersedes any prior agreements, oral or written.

**Privacy Policy.** The Privacy Policy describes the ways we collect, use, store and disclose your personal information. You agree to the collection, use, storage, and disclosure of your data in accordance with the Privacy Policy.

**Survival.** Upon termination of these Terms for any reason, all rights and obligations of the parties that by their nature are continuing will survive such termination.

**Captions and Summaries.** The captions identifying the various sections and subsections of these Terms are for reference only and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms. In addition, the paragraphs and text accompanying the words "TL;DR" at the beginning of certain sections are intended to summarize the applicable section of these Terms and do not define, modify, expand, or limit any of the provisions of these Terms and shall not affect the interpretation of these Terms.