

Token Update Info Terms of Sale

Effective Date/Last Modified: May 5th, 2025

1. Introduction

These Terms of Sale ("Terms") constitute a legal agreement between the purchaser ("Client") and Taptools LLC ("Company"), governing the purchase and utilization of the Update Token Information service ("Service"). By procuring this Service, the Client acknowledges and agrees to be legally bound by these Terms, any additional agreements explicitly referenced herein, as well as any other applicable agreements and policies promulgated by the Company.

2. Description of Service 2.1

The Service provides Clients with the capability to submit and update information concerning their respective projects, tokens, or companies ("Content") on the Company's digital platform. This Service encompasses both initial and subsequent content submissions, subject to the terms herein.

3. Financial Terms

3.1 Initial Submission Fee: The fee for the first submission of Content is three hundred ADA (300 ADA).

3.2 Circulating Supply and Market Cap Information Update: Each update of Content that includes circulating supply and market cap information incurs an additional fee of two hundred ADA (200 ADA). These prices are subject to change at the sole discretion of Taptools LLC.

3.3 Payment and Refund Policy: Payment shall be tendered in advance of services rendered and is strictly non-refundable except in the event of gross negligence by the Company. Payment may be made in ADA or via Stripe in the equivalent amount of United States dollars (USD), calculated at the prevailing exchange rate at the time of transaction.

4. Content Submission Requirements

The Client shall ensure that all Content provided is complete, accurate, and in compliance with all applicable laws and regulations. The Company reserves the unilateral right to decline the posting of any Content that is incomplete, incorrect, or otherwise violates applicable legal standards or Company policies.

5. Prohibited Content and Company Policy

5.1 Compliance with Law: Content deemed illegal under any applicable United States federal, state, or local law shall not be processed or updated.

5.2 Adherence to Company Policy: Content that contravenes any Company policy will not be featured on the homepage under "Recently Updated Tokens" nor within the "Recently Updated Tokens" search bar functionality.

5.3 Removal of Content: The Company reserves the right to remove any Content that is later determined to be in violation of these Terms or Company policy, with or without notice to the Client.

5.4 Content Moderation and NSFW Restrictions: TapTools reserves the right, at its sole discretion, to remove or exclude any content—whether textual, visual, or multimedia—that is deemed Not Safe For Work (“NSFW”), sexually explicit, obscene, offensive, or otherwise inappropriate. This policy applies to all user-submitted content, including that associated with token updates, project branding, and Boosted tokens.

Content that violates this policy will not appear in the following areas of the Platform:

The “Recently Updated Tokens” section on the homepage

The “Recently Updated Tokens” search dropdown

Any other page or feature on the Platform where such content is prohibited by TapTools' internal policies

Boosted tokens found to include NSFW content will not be eligible for placement in any of these sections, regardless of payment. TapTools retains full discretion in determining what constitutes NSFW or inappropriate content and may make such decisions without prior notice or obligation to issue refunds.

6. Intellectual Property Rights

6.1 The Client retains all rights, title, and interest in and to the Intellectual Property embodied in the Content submitted. However, by submitting such Content, the Client hereby grants the Company a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such Content in whole or in part, and to incorporate such Content into other works in any format or medium now known or later developed, for any and all commercial or non-commercial purposes.

6.2 Client Warranties: The Client represents and warrants that they hold all necessary rights to the Content submitted and that no such Content infringes on any third-party rights.

7. Prioritization of Updates

7.1 In the event of a re-update by the Client, and subject to payment of the applicable Subsequent Update Fee, the respective Content will be accorded priority and placed at the forefront of the updating queue.

8. Service Completion Timeframe

8.1 The Company endeavors to approve and implement updates to Content within twelve (12) hours following receipt of payment, subject to a maximum delay of forty-eight (48) hours under extenuating circumstances.

8.2 Delays Due to Force Majeure: The Company shall not be held liable for any delays caused by circumstances beyond its reasonable control, including but not limited to natural disasters, internet outages, or government actions.

9. Governing Law and Dispute Resolution

9.1 These Terms shall be governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to its conflict of law principles.

9.2 Arbitration: Dispute resolution shall be conducted exclusively through binding arbitration administered online, with no requirement for physical presence, unless otherwise agreed by the parties.

9.3 Arbitration Rules: The arbitration will be administered by a mutually agreed-upon arbitration service provider and conducted in accordance with its rules.

10. Contact Information

Should the Client have any queries or require assistance pertaining to these Terms or the Service, they may contact the Company via electronic mail at: support@taptools.io.

11. Liability Disclaimer Limitation of Liability:

The Company shall not be liable for any special, consequential, indirect, incidental, punitive, reliance, or exemplary damages, whether in tort, contract, or any other legal theory, arising out of or in any way connected with this agreement or your use of or attempt to use the Service, including (but not limited to) damages for loss of profits, goodwill, use, or data. This limitation on liability shall apply to the maximum extent permitted by law. Some states do not allow for the exclusion of implied warranties or the limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you.

12. Disclaimer of Warranties

12.1 General Warranties: Taptools LLC expressly disclaims all warranties, both express and implied, regarding the tokens, digital assets, NFTs, and any related services offered on this platform.

12.2 Express Warranties: No express warranties are made concerning the performance, functionality, or reliability of the tokens, digital assets, or NFTs listed or traded via our services.

12.3 Implied Warranties:

(a) Merchantability: Taptools LLC does not warrant that any token, digital asset, or NFT will be of merchantable quality, will function as intended, or will be suitable for any general or particular purpose.

(b) Fitness for a Particular Purpose: There is no warranty that the tokens, digital assets, or NFTs purchased through our platform will be suitable for specific purposes even if such purposes are known to the Company.

(c) Non-infringement: Taptools LLC does not guarantee that the tokens, digital assets, or NFTs sold do not infringe on the intellectual property rights of others.

12.4 Users are advised to conduct their own due diligence and bear all risks associated with the purchase, sale, and use of such digital assets. Taptools LLC shall not be liable for decisions based on information obtained from our platform or through the transactions of tokens, digital assets, or NFTs facilitated by it.

13. Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, and agents from and against all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third-party right, including without limitation any copyright, privacy, or property right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will continue even after these Terms and your use of the Service have ended.

14. General Provisions

These Terms constitute the entire agreement between you and the Company regarding the use of the Service. The failure of the Company to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. These Terms do not create any partnership, joint venture, employment, or agency relationship between the Client and the Company. The Client is a customer of the Company, solely obtaining a service in exchange for payment.