

FunToken Platform Terms of Service

Last Updated: 2/25/25

Welcome to the FunToken Platform (the “**Platform**”), owned and operated by FunToken (“**FunToken**,” “**we**,” “**us**,” or “**our**”). These Terms of Service (the “**Terms**” or “**Agreement**”) govern your access to and use of the games, services, websites, applications, and any associated content (collectively, the “**Services**”) provided by FunToken and its affiliates (collectively, “**Affiliates**”). By accessing or using our Services, you agree to be bound by these Terms, including any additional guidelines and future modifications.

If you do not agree with these Terms, you must not use or access the Services.

1. Acceptance of Terms

1.1 Binding Agreement

By creating an account, accessing, or using the Services, you affirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not access or use the Services.

1.2 Eligibility

You may only use our Services if you are at least the age of majority in your jurisdiction and legally capable of entering into a binding contract. You are responsible for ensuring that your use of the Services complies with the laws and regulations of your jurisdiction(s).

2. Description of Services

2.1 Overview

FunToken provides crypto-based games and related offerings on the Platform. You may use the Services to engage with digital assets (“**Crypto Assets**”), including tokens, coins, or other forms of virtual currency.

2.2 No Guarantee of Availability

We reserve the right to modify or discontinue any part of the Services at any time without prior notice. We are not liable for any modification, suspension, or discontinuation of the Services.

3. No Financial Advice or Guarantees

3.1 No Investment Advice

Nothing in the Services or on the Platform constitutes or should be construed as financial, legal, or investment advice. The Content provided is solely for informational and entertainment purposes.

3.2 No Guarantees of Earnings or Returns

You acknowledge and agree that FunToken does not guarantee any profits, income, or returns from the use of the Services. Crypto Assets can be volatile, and the value of such assets may fluctuate significantly.

3.3 No Fiduciary Duty

Your use of the Platform does not create any fiduciary obligations on our part. Any decisions or actions taken by you based on information available on the Platform are made at your sole discretion and risk.

4. Assumption of Risk

4.1 Volatility of Crypto Assets

You acknowledge that the value of Crypto Assets can be highly volatile and that you may lose some or all of your Crypto Assets or any associated value when playing games or otherwise using the Platform.

4.2 Technological Risks

You assume all risks associated with using blockchain technologies and the internet, including, but not limited to, the risk of hardware, software, and internet connections failing, cyberattacks, malicious software, unauthorized third-party activities, or other technological risks.

4.3 Regulatory Risks

Regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of Crypto Assets.

5. Limited Liability and Disclaimer of Warranties

5.1 Disclaimer of Warranties

- **“As Is” and “As Available”:** The Services are provided on an “as is” and “as available” basis, without warranties of any kind, either express or implied, including but not limited

to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

- **No Warranty on Accuracy:** FunToken does not warrant that the Services will be accurate, reliable, secure, or error-free, nor does it warrant that defects will be corrected or that the Services are free of viruses or other harmful components.

5.2 No Liability for Crypto Losses

You expressly agree that FunToken and its Affiliates shall not be liable to you or any third party for any loss, including financial loss, arising out of or relating to:

- Your use or inability to use the Services.
- The volatility, value, or redemption of any Crypto Assets.
- Any errors, mistakes, or inaccuracies of content.
- Any unauthorized access to or use of our servers or any personal or financial information stored therein.
- Any bugs, viruses, trojan horses, or the like that may be transmitted through the Services by any third party.

5.3 Limitation of Liability

To the fullest extent permitted by applicable law, FunToken and its Affiliates shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, goodwill, data, or other intangible losses, even if FunToken has been advised of the possibility of such damages. In no event shall FunToken's cumulative liability to you exceed the greater of (a) the total amount you paid to FunToken for use of the Services in the six (6) months preceding the claim, or (b) [USD 100 or equivalent in local currency].

6. User Responsibilities

6.1 Compliance with Laws

You agree to comply with all applicable local, state, national, and international laws and regulations in connection with your use of the Services.

6.2 Account Security

You are responsible for maintaining the confidentiality and security of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

6.3 Taxes

You are solely responsible for determining and fulfilling your tax obligations associated with your transactions involving Crypto Assets, including any reporting requirements.

7. Indemnification

You agree to defend, indemnify, and hold harmless FunToken, its Affiliates, and each of their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including but not limited to attorneys' fees and court costs) arising out of or in any way connected with:

- Your access to or use of the Services.
 - Your violation of these Terms or any applicable laws or regulations.
 - Your infringement of any rights of any third party.
-

8. Intellectual Property Rights

8.1 Ownership

All intellectual property rights in and to the Services and all components thereof (including, but not limited to, the software, text, images, trademarks, service marks, logos, and other content) are and shall remain the exclusive property of FunToken or its licensors.

8.2 License to Use

Subject to your compliance with these Terms, FunToken grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for your personal, non-commercial use.

9. Modifications to the Terms

We may revise these Terms at any time by posting an updated version on the Platform. The "Last Updated" date at the top of these Terms indicates when the latest modifications were made. By continuing to use the Services after the revised Terms become effective, you agree to be bound by the updated Terms.

10. Termination

10.1 Termination by You

You may terminate this Agreement at any time by discontinuing use of the Services and closing your account.

10.2 Termination by FunToken

We may suspend or terminate your access to the Services at any time, with or without cause, and with or without notice.

10.3 Effect of Termination

Upon termination of this Agreement, all licenses granted to you hereunder shall immediately terminate, and you must cease all use of the Services. Sections relating to limitation of liability, indemnification, and disclaimers shall survive any termination or expiration of these Terms.

11. Governing Law and Dispute Resolution

These Terms and any dispute arising out of or relating to them will be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles. Any disputes shall be resolved in the courts located in [Jurisdiction], and you consent to the personal jurisdiction of, and venue in, such courts.

12. Miscellaneous

12.1 Entire Agreement

These Terms, including any policies or supplemental agreements referenced herein, constitute the entire agreement between you and FunToken regarding the Services and supersede all prior agreements, understandings, or communications (whether oral or written).

12.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.3 No Waiver

No waiver of any provision or right contained in these Terms shall be effective unless in writing and signed by FunToken. Our failure to assert any right or provision under these Terms shall not constitute a waiver of that right or provision.

12.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from FunToken. We may freely assign or transfer our rights and obligations under these Terms at our sole discretion, without restriction.

13. Contact Information

If you have any questions or concerns about these Terms or the Services, please contact us at:

FunToken

hello@funtoken.io

BY USING OR CONTINUING TO USE THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF SERVICE, INCLUDING THE DISCLAIMER AND LIMITATION OF LIABILITY FOR CRYPTO LOSSES.