



## TERMS OF SERVICE

By using tokemaker.com (hereafter referred to as 'TokeMaker') you agree that you have read, understood, and accept all of the terms and conditions contained in this Agreement as well as our Privacy Policy.

To be eligible to use any of the TokeMaker Services, you must be at least 18 years old and reside in a country in which the relevant TokeMaker Services are accessible.

### USER CONDUCT

You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Service. You agree that you will abide by these Terms and will not:

Provide false or misleading information to TokeMaker;

Create or list counterfeit items;

Pose as another person or create a misleading token name;

Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;

Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;

Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area or code of the Service;

Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;

Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;

Use data collected from our Service to contact individuals, companies, or other persons or entities;

Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);

Bypass or ignore instructions that control all automated access to the Service;

Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;

Use the Ethereum or Binance Platforms to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Ethereum or Binance Platforms, or the Service;

Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments; or

Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners rights to



participate in an ICO or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

Assets, listings, smart contracts, and collections that TokeMaker deems inappropriate, disruptive, or illegal are prohibited on TokeMaker. TokeMaker reserves the rights to determine the appropriateness of listings on its site and remove any listing at any time. If you create or offer an asset, listing, smart contract, or collection in violation of these policies, we will take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting your TokeMaker account, and permanently withholding referral payments and developer revenue sharing fees.

**TokeMaker cannot destroy or impound your assets or smart contracts, but we reserve the right to destroy inappropriate metadata stored on our servers.**

Assets, listings, smart contracts, and collections that include metadata that violates international or United States intellectual property laws, promotes suicide or self harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States are prohibited on TokeMaker and will be removed.

Assets, listings, smart contracts, and collections with a primary or substantial purpose in a game or application that violates international or United States intellectual property laws, promotes suicide or self harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States are prohibited on TokeMaker and will be removed.

Assets, listings, smart contracts, and collections created or used primarily or substantially for the purpose of raising funds for the known terrorist organizations listed on [www.state.gov/foreign-terrorist-organizations/](http://www.state.gov/foreign-terrorist-organizations/) are prohibited on TokeMaker and will be removed.

The uploading of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on TokeMaker is prohibited. If you have reason to believe that an asset listed on TokeMaker was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being cancelled, your assets being hidden, or your account being suspended.

We require all users to be 18 years old or older. If you are under 18, you are not permitted to use the Service.

NSFW content is meant for people who are 18 years and older. We do not allow the sale of this content. Asset names, listings and their descriptions, smart contract names, and collections including profanity, sexually explicit, or overtly sexual content are prohibited on TokeMaker and will be removed. A smart contract that contains NSFW content is subject to being removed from the platform, even if the NSFW content only represent a portion of the content on the smart contract.

If you become aware of the creation, listing, or buying of assets in violation of any of the terms specified in this section, you shall contact us here to report it. Content creators bear special responsibility for informing TokeMaker of the existence of their collections, contracts, and assets that violate these terms.



## USER CONTENT AND COPYRIGHT

You are solely responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. We take no responsibility for the Content posted or listed via the Services.

You retain your rights to any Content you submit, post, or display using the Services.

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for TokeMaker to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the distribution, promotion or publication of such Content on other media and services. Such additional uses by TokeMaker, or other companies, organizations or individuals, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services.

TokeMaker does not claim that submitting, posting or displaying Content on or through the Services gives TokeMaker any ownership or resale rights in your Content.

TokeMaker does not guarantee continued hosting of uploaded assets. Hosting of uploaded assets may be discontinued at our discretion at any time. TokeMaker does not guarantee continuous availability of any services or hosted assets.

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TokeMaker reserves the right to remove content without prior notice.



## INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless TokeMaker, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "TokeMaker Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, Content or Crypto Assets, (b) any feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of a third party, including another user or MetaMask. You agree to promptly notify TokeMaker of any third party Claims and cooperate with the TokeMaker Parties in defending such Claims. You further agree that the TokeMaker Parties shall have control of the defense or settlement of any third party Claims.

THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND TokeMaker.



## DISCLAIMERS

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CRYPTO ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM OR BINANCE NETWORKS. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT TOKEMAKER OR ANY TOKEMAKER PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY CRYPTO ASSETS.

TOKEMAKER IS NOT RESPONSIBLE FOR SUSTAINED CASUALTIES DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE CRYPTO ASSETS. TOKEMAKER IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING CRYPTO ASSETS INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES AS A RESULT.

NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT LIABILITY OF EITHER PARTY FOR FRAUD, DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, VIOLATION OF LAWS, OR ANY OTHER ACTIVITY THAT CANNOT BE LIMITED OR EXCLUDED BY LEGITIMATE MEANS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.



## PRIVACY POLICY

Your privacy is critically important to us. At TokeMaker we have a few fundamental principles:

We don't ask you for personal information unless we truly need it.

We don't share your personal information with anyone except to comply with the law, develop our products, or protect our rights.

We don't share your personal information with anyone except to comply with the law, develop our products, or protect our rights.

Below is our privacy policy which incorporates these goals:

It is TokeMaker's policy to respect your privacy regarding any information we may collect while operating our websites.

### WEBSITE VISITORS

Like most website operators, TokeMaker collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. TokeMaker's purpose in collecting non-personally identifying information is to better understand how TokeMaker's visitors use its website. From time to time, TokeMaker may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website. TokeMaker also collects potentially personally-identifying information like Internet Protocol (IP) addresses for logged in users.

### GATHERING OF INFORMATION

Certain visitors to TokeMaker's websites choose to interact with TokeMaker in ways that require TokeMaker to gather personally-identifying information. The amount and type of information that TokeMaker gathers depends on the nature of the interaction. For example, we ask visitors who purchase a product at TokeMaker.org to provide a username and an email address. We also may record the referring site and / or advertising campaign of the purchaser if available. TokeMaker collects such information and only insofar as is necessary or appropriate to fulfill the purpose of the visitors interaction with TokeMaker. TokeMaker does not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information or ask to have their personally-identifying information deleted, with the caveat that it may prevent them from engaging in certain website-related activities.

### AGGREGATED STATISTICS

TokeMaker may collect statistics about the behavior of visitors to its websites. TokeMaker may display this information publicly or provide it to others. However, TokeMaker does not disclose personally-identifying information other than as described below.



## **PROTECTION OF INFORMATION**

TokeMaker discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on TokeMaker's behalf or to provide services available at TokeMaker's websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using TokeMaker's websites, you consent to the transfer of such information to them. TokeMaker will not rent or sell potentially personally-identifying and personally-identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, TokeMaker discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when TokeMaker believes in good faith that disclosure is reasonably necessary to protect the property or rights of TokeMaker, third parties or the public at large. If you are a registered user of TokeMaker's website and have supplied your email address, TokeMaker may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with TokeMaker and our products. We primarily use our various product blogs to communicate this type of information, so we expect to keep this type of email to a minimum. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. TokeMaker takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

## **COOKIES**

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. TokeMaker uses cookies to help TokeMaker identify and track visitors, their usage of TokeMaker website, and their website access preferences. TokeMaker visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using TokeMaker's websites, with the drawback that certain features of TokeMaker's websites may not function properly without the aid of cookies.

## **BUSINESS TRANSFERS**

If TokeMaker, or substantially all of its assets were acquired, or in the unlikely event that TokeMaker goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of TokeMaker may continue to use your personal information as set forth in this policy.

## **PRIVACY POLICY CHANGES**

Although most changes are likely to be minor, TokeMaker may change its Privacy Policy from time to time, and in TokeMaker's sole discretion. TokeMaker encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

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