

# TERMS OF USE

These Terms of Use (“**Terms**”) govern the use of the Vulture Peak Application, website, and the Services (defined below). These Terms also include Vulture Peak’s privacy policy (“**Privacy Policy**”), and any guidelines, additional terms, policies, and disclaimers made available or issued by Vulture Peak from time to time.

These Terms constitute a binding and enforceable legal contract between Vulture Peak and its affiliates and subsidiaries worldwide (“**Vulture Peak**”, “**we**”, “**us**” or “**our**”) and you, an end-user of the Services (“**you**” or “**User**”) in relation to the Services.

By using the Services, you agree that you have read, understood, and are bound by these Terms, as amended from time to time, and that you comply with the requirements listed herein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access or use the Services.

Vulture Peak reserves the right, at its sole discretion, to amend, change, modify, add or remove portions of these Terms of Use at any time.

It is your responsibility to check these terms periodically for changes. The current version of these terms is available at [vulturepeak.io](http://vulturepeak.io). Your continued use of the Services following the published updates to the terms will mean that you accept and agree to the changes.

## 1. SERVICES

- a. The Vulture Peak platform (“**Platform**”) facilitates token swaps. Projects may make available their native tokens (“**Pool**”) to the Users of the Platform to be swapped for other crypto assets. Users may use the Platform to gain access to the tokens offered through the Platform (“**Services**”), which includes the underlying application, all services available through the Application, and all free trials and beta services made available by Vulture Peak.
- b. In order to avail access to the platform, the User shall deposit a certain amount of Vulture Peak’s token (VPK) as per the given instructions.
- c. The User is required to connect their wallet to the Platform to gain access to the Pool. We are not responsible for any loss or damage that may arise from such integration, including any loss arising from any purchase of tokens from the Pool.
- d. You understand that the Platform only permits access to the Pool and in no way guarantees and warrants performance of such token post-purchase through the Platform.

## 2. ACCESS TO THE SERVICES

- a. By using the Services, you represent and warrant that:
  - I. you have full legal capacity and authority to agree and bind yourself to these Terms;
  - II. you are eighteen years of age or older;
  - III. your use of the Services is (A) not prohibited by applicable law, and (B) at all times compliant with applicable law;
  - IV. and are solely responsible for use of the Services and, if applicable, for all activities that occur on or through your User Account.

- b. You should take steps to ensure the confidentiality of your personal information and restrict access to the devices you use to access the Platform.

### 3. YOUR RESPONSIBILITIES

- a. You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you may not:
  - I. infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of Vulture Peak;
  - II. use the Services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
  - III. use any robot, spider, other automated devices, or manual process to monitor or copy the Services or any portion thereof other than copying or exporting as permitted by the Terms;
  - IV. make any backup or archival copies of the Platform or any part thereof, including disassembling or de-compilation of the Platform;
  - V. use the Services in (A) any unlawful manner, (B) for fraudulent or malicious activities, or (C) in any manner inconsistent with these Terms;
  - VI. or violate applicable laws in any manner.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Vulture Peak at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

- b. You warrant that you are aware of applicable laws and regulations governing your use of the Services. You shall be solely responsible for ensuring compliance with the various applicable laws, and you shall be solely liable for any liability that may arise due to a breach of your obligations in this regard.
- c. You must keep secret all credentials associated with the Services. You are solely responsible for managing and maintaining the security of any information relating to such credentials and agree that Vulture Peak shall not be held responsible (and you shall not hold us responsible) for any unauthorized access to the Services or any resulting harm you may suffer.
- d. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.
- e. Your access to one or more Services may be contingent upon satisfaction of our onboarding processes, which may include verification of your identity and additional information we may request from time to time. The information we request may include, without limitation, personally identifiable information such as network address, name, email, address, telephone number, date of birth, taxpayer identification or social security number, official government-issued photo identification, and bank account information or other information we may

reasonably deem helpful in satisfying our risk management or legal obligations. In providing this information to us you represent that it is accurate and agree to update your information promptly but in no event later than 14 days following any change in your information. Failure to provide information or update it promptly may result in Services or funds being unavailable to you. Any and all communications from Vulture Peak may be provided to you via electronic mail at the address you provided when accessing the Services. Vulture Peak shall not be responsible for any harm you may suffer as a result of your failure to receive any notice provided to you in connection with your use of Services so long as such notice is provided to such email address. Vulture Peak may also communicate with you through other methods, including via telephone call, instant messaging or chat applications either operated by Vulture Peak or a third party.

- f. We may close, terminate, enable or disable any or all of the Services, or your access to the Services at any time and for any reason.
- g. You shall extend all cooperation, at your cost, to Vulture Peak in its defense of any proceedings that may be initiated against it due to a breach of your obligations or covenants under these Terms.

#### 4. Vulture Peak'S INTELLECTUAL PROPERTY

- a. All rights, title, and interest in and to the Services, including all intellectual property rights arising out of the Services, are owned by or otherwise licensed to Vulture Peak. Subject to your compliance with these Terms, Vulture Peak grants you a non-exclusive, non-sublicensable, and limited license to (i) use the Services in the permitted hereunder.
- b. Except as stated in these Terms, nothing in these Terms should be construed as conferring any right in or license to Vulture Peak's or any third party's intellectual rights.
- c. You may provide suggestions and other feedback, including bug reports, in relation to the Services from time to time ("Feedback"). Vulture Peak may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback without any payment of royalty, acknowledgment, prior consent, or any other form of restriction arising out of your intellectual property rights.

#### 5. THIRD-PARTY SERVICES

- a. The Services may include services, content, and information owned, made available, or otherwise licensed by a third party ("Third Party Services") or contain links to Third Party Services. You understand that Third Party Services are the responsibility of the third party that created or provided it and acknowledges that the use of such Third Party Services is solely at your own risk.
- b. We do not control, endorse or adopt any Third Party Content and have no responsibility for Third-Party Content, including, without limitation, material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable in your jurisdiction. In addition, your dealings or correspondence with such third parties are solely between you and the third party. We are not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings and your use of Third Party Content is at your own risk. We endeavor to verify the accuracy of any information displayed, supplied, passing through, or originating from the Services, but such information may not always be accurate or current. Accordingly, you should independently verify all information before relying on it, and any decisions or actions taken based upon such information are your sole responsibility. We make no representation or

warranty of any kind, express or implied, statutory or otherwise, regarding the contents of the Services, information, and functions made accessible through the Services, any hyperlinks to third party websites, or the security associated with the transmission of information through the Services, or any website linked to the Services.

- c. Vulture Peak makes no representations and excludes all warranties and liabilities arising out of or pertaining to such Third Party Services, including its accuracy or completeness.
- b. All intellectual property rights in and to Third-Party Services are the property of the respective third parties.

## 6. USER CONTRIBUTIONS

You represent and warrant that you own or control all rights in and to any content including, without limitation, all data you input into the Services.

You understand and acknowledge that you are responsible for any data you submit to the Services, and you, not Vulture Peak, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

## 7. LIMITATION OF LIABILITY

IN NO EVENT SHALL VULTURE PEAK, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, OR REPRESENTATIVES, BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF VULTURE PEAK HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FOR EXAMPLE (AND WITHOUT LIMITING THE SCOPE OF THE PRECEDING SENTENCE), YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

UNDER NO CIRCUMSTANCES SHALL WE BE REQUIRED TO DELIVER TO YOU ANY VIRTUAL CURRENCY AS DAMAGES, MAKE SPECIFIC PERFORMANCE, OR ANY OTHER REMEDY. IF YOU WOULD BASE YOUR CALCULATIONS OF DAMAGES IN ANY WAY ON THE VALUE OF VIRTUAL CURRENCY, YOU AND WE AGREE THAT THE CALCULATION SHALL BE BASED ON THE LOWEST VALUE OF THE VIRTUAL CURRENCY DURING THE PERIOD BETWEEN THE ACCRUAL OF THE CLAIM AND THE AWARD OF DAMAGES.

VULTURE PEAK SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED IN WHOLE OR IN PART BY (A) UNSUPPORTED SOFTWARE OR HARDWARE; (B) THE MALFUNCTION, UNEXPECTED FUNCTION OR UNINTENDED FUNCTION OF ANY COMPUTER OR CRYPTOCURRENCY NETWORK, INCLUDING WITHOUT LIMITATION LOSSES ASSOCIATED WITH NETWORK FORKS, REPLAY ATTACKS, DOUBLE-SPEND ATTACKS, SYBIL ATTACKS, 51% ATTACKS, GOVERNANCE DISPUTES, MINING DIFFICULTY, CHANGES IN CRYPTOGRAPHY OR CONSENSUS RULES, HACKING OR CYBERSECURITY BREACHES; (C) THE CHANGE IN VALUE OF ANY DIGITAL ASSET; (D) ANY CHANGE IN LAW, REGULATION OR POLICY, OR (E) FORCE MAJEURE EVENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

## 8. INDEMNITY

You agree to indemnify and hold harmless Vulture Peak, its affiliates, subsidiaries, licensors, and their respective directors, officers, members, managers, employees, and agents from and against any and all claims and expenses arising out of your use of the Services, a breach of any provision of these Terms by you or any person using the Services on your behalf, a breach by you of any applicable laws, or any third-party claim to the extent arising from or connected with an allegation that your use of the Services in accordance with these Terms infringes any rights of a third party.

## 9. DISCLAIMER

VULTURE PEAK DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT, AND/OR QUIET ENJOYMENT, AND ANY SERVICES PROVIDED BY VULTURE PEAK ARE PROVIDED “AS IS” AND “AS AVAILABLE.” EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU ACKNOWLEDGE THAT VULTURE PEAK MAKES NO WARRANTIES UNDER THIS AGREEMENT DIRECTLY FOR THE BENEFIT OF ANY END-USER AND THAT VULTURE PEAK’S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF YOU ONLY, AND NOT FOR THE BENEFIT OF ANY OTHER PERSON. IN ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR WARRANTY OF VULTURE PEAK OR ITS AFFILIATES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES SHALL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE.

You understand that we cannot and do not guarantee or warrant that files available for downloading from Vulture Peak will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Platform for any reconstruction of any lost data.

## 10. WARRANTIES

- a. Vulture Peak merely facilitates access to the Pools and does not provide you with any warranty or representation whatsoever regarding its quality, fitness for purpose, completeness, or accuracy.
- b. Vulture Peak shall make all commercially reasonable attempts to facilitate information about the Pools on the platform (“Project Information”). However, you understand that Vulture Peak does not (i) guarantee the accuracy, timeliness, or completeness of such information, and (ii) provide any warranties in connection with your use or reliance on such information. You agree that your use of the Project Information is at your own risk. Vulture Peak shall not be liable to you in any manner for the termination, interruption, delay, or inaccuracy of any Portfolio Information.
- c. Vulture Peak is merely a technology platform and does not provide any legal, tax, investment, financial, or other advice, and no information provided by Vulture Peak in connection with the Services should be construed as such.
- d. You agree that your use of the Services is at your sole risk. To the extent permitted by applicable law, the Services are provided on an “as is” and “as available” basis. Vulture Peak does not warrant that the functions contained in the Services will meet your requirements. You hereby accept full responsibility for any consequences that may arise from your use of the Services, and expressly agree and acknowledge that Vulture Peak shall have absolutely no liability in this regard.

- e. Vulture Peak does not warrant or represent that the Services will be compatible with any third-party hardware or software. It shall be your responsibility to ensure compatibility of the Services prior to use. Additionally, Vulture Peak shall not be held responsible for any actual, incidental, or consequential damages that may result from any use or inability to use any third-party peripherals with the Services.
- f. To the fullest extent permissible under applicable law, Vulture Peak expressly disclaims all warranties of any kind, express or implied, arising out of the Services, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, accuracy, title and non-infringement, compatibility, applicability, usability, appropriateness, and any warranty that may arise out of the course of performance, course of dealing, or usage of trade.
- g. To the fullest extent permissible by law, Vulture Peak, its affiliates, and their related parties each disclaim all liability to you for any loss or damage arising out of or due to:
  - I. your use of, inability to use, or availability or unavailability of the Services, including any third party services made available through the Services;
  - II. the occurrence or existence of any defect, interruption, deletion of files, delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction, or unauthorised access to Vulture Peak's records, programs, services, server, or other infrastructure relating to the Services;
  - III. the Services being infected with any malicious code or viruses; or
  - IV. the failure of the Services to remain operational for any period of time.

## 11. RISK OF DIGITAL ASSETS AND DECENTRALIZED NETWORKS

Please note that all transactions involving digital assets involve substantial risks. You should therefore carefully consider whether using our Services is suitable for you in light of your financial condition. In considering whether to hold digital assets, you should be aware that the price or value of digital assets can change rapidly, decrease, and potentially even fall to zero. Past performance is not an indicator of future performance. You acknowledge that we are not responsible for any loss of your digital asset resulting from theft, loss, or mishandling of digital asset private keys outside our control.

We are not responsible for any digital asset market and we make no representations or warranties concerning the real or perceived value of digital assets as denominated in any quoted currency. Although we may provide historical and/or real-time data regarding the price of digital assets, we make no representations regarding the quality, suitability, truth, usefulness, accuracy, or completeness of such data, and you should not rely on such data for any reason whatsoever. You understand and agree that the value of digital assets can be volatile, and we are not in any way responsible or liable for any losses you may incur by using or transferring digital assets in connection with our Services.

We do not provide investment advice and any content contained on the Platform should not be considered as a substitute for tailored investment advice. The contents of the Platform and the Services should not be used as a basis for making investment decisions.

## 12. CONFIDENTIAL INFORMATION

You acknowledge that the Services contain Vulture Peak's and its licensors' trade secrets and confidential information. You agree to hold and maintain the Services in confidence, and not to furnish any other person with a copy of the Services or Platform. You agree to use a reasonable degree of care to protect the

confidentiality of the Services. You will not remove or alter any of Vulture Peak's or its licensors' proprietary notices. Your obligations under this Clause continue even after these Terms have expired or been terminated.

### 13. TERMS AND TERMINATION

- a. These Terms shall remain in effect unless terminated in accordance with the terms hereunder.
- b. Vulture Peak may terminate, suspend, or modify your access to the Services, or any portion thereof, immediately and at any point, at its sole discretion if it is of the view that you violate or breach any of your obligations, responsibilities, or covenants under these Terms. Vulture Peak will not be liable to you or to any third party for any termination, suspension, or modification of your access to the Services.

### 14. CONSENT TO USE DATA

- a. You agree that Vulture Peak may in accordance with its Privacy Policy collect and use your information and technical data and related information.
- b. Vulture Peak may use the information and anonymized data pertaining to your use of the Services for analytics, trends identification, and purposes of statistics to further enhance the effectiveness and efficiency of the Services.
- c. You hereby expressly authorize Vulture Peak to disclose any and all information relating to you in Vulture Peak's possession to any law enforcement or other government officials, if Vulture Peak believes it is necessary or appropriate in connection with the investigation or resolution of possible crimes. You further understand that Vulture Peak might be directed to disclose any such information as may be deemed necessary to satisfy any investigation, judicial order, law, regulation, or valid governmental request.
- d. You acknowledge that in the event of any security breach on the Platform, Vulture Peak reserves the right to make necessary disclosures to applicable authorities established under law.

### 15. KNOW YOUR CUSTOMER ("KYC") AND ANTI-MONEY LAUNDERING ("AML") POLICY

- a. Vulture Peak is a permissionless and decentralized platform for token sales. As a software development company, Vulture Peak has no role in enforcing KYC by default; however, we do provide such tools for fundraising entities using Vulture Peak to implement on their users, if the entities choose to do so. The use of KYC/AML tools on Vulture Peak by fundraising entities using the Service is entirely at the discretion of said entities.
- b. Although Vulture Peak makes no warranty as to the merit, legality, or juridical nature of any token (including whether or not it is considered a security or financial instrument under any applicable securities laws), we nonetheless understand the need for some token projects to require KYC/AML on their token sale participants.
- c. Therefore, and at the sole behest of fundraising entities and/or competent regulatory authorities, Vulture Peak reserves the right:
  - I. at any time, to ask for any KYC documentation it deems necessary to determine the identity and location of a User, and reserves the right to restrict Service and payment until identity is sufficiently determined;

- II. to share submitted KYC information and documentation to 3rd parties to verify the authenticity of submitted information, and the end-user (you) agree to this by using the Service;
  - III. to confiscate any and all funds that are found to be in violation of relevant and applicable AML and countering terrorism financing (“CFT”) laws and regulations, and to cooperate with the competent authorities when and if necessary.
- b. Vulture Peak expressly prohibits and rejects the use of the Service for any form of illicit activity, including money laundering, terrorist financing, or trade sanctions violations, consistent with various jurisdictions’ laws, regulations, and norms. To that end, the Service is not offered to individuals or entities on any Politically Exposed Persons (“PEP”) lists, or subject to any United States, European Union, or other global sanctions or watch lists. By using the Service, you represent that you are not on any such lists.

## 16. FORCE MAJEURE

Vulture Peak shall have no liability to you if it is prevented from or delayed in performing its obligations or from carrying on its business, by acts, events, omissions, or accidents beyond its reasonable control, including, without limitation, strikes, failure of a utility service or telecommunications network, the act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction.

## 17. MISCELLANEOUS PROVISIONS

- a. **Modification:** Vulture Peak reserves the right at any time to modify these Terms and to add new or additional terms or conditions on your use of the Services. Such modifications and additional terms and conditions will be communicated to you and, unless expressly rejected (in which these Terms shall terminate), will be effective immediately and will be incorporated into these Terms. In the event, you refuse to accept such changes, these Terms and license will terminate.
- b. **Severability:** If any provision of these Terms is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions of these Terms will continue in effect. If any unlawful or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).
- c. **Third-Party Rights:** No third party shall have any rights to enforce any terms contained herein.
- d. **Taxes.** It is your responsibility to determine what, if any, taxes apply due to your use of the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority. Vulture Peak is not responsible for determining and will not advise whether taxes apply to your use of the Services.
- e. **Waiver.** No waiver by Vulture Peak of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Vulture Peak to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.
- f. **Assignment.** These Terms of Use shall be binding on your successors, heirs, personal representatives, and assigns. You may not assign or transfer any of your rights or obligations

without the prior written consent of Vulture Peak, which may be withheld at Vulture Peak's sole discretion. We may assign rights or delegate duties under these Terms of Use at our sole discretion.

- g. **Contact Information.** You may contact us via [contact@vulturepeak.io](mailto:contact@vulturepeak.io).

## 18. CHANGES TO TERMS OF USE

- a. Vulture Peak shall be permitted to make amendments to the Terms from time to time. You will be deemed to have accepted such amended Terms by indicating your acceptance on Vulture Peak. Any further actions which you make will be subject to the Terms in effect at that time. If you object to any changes, you may stop using Vulture Peak. Your continued use of Vulture Peak after we publish or otherwise provide notice about our changes to the Terms means that you are consenting to the updated Terms.
- b. We keep the Terms under regular review. These Terms were last updated on Jan 03, 2022.