

# TapTools Advertisement Agreement

**Last Modified: August 27, 2024**

This Agreement ("the Agreement") is by and between TAPTOOLS LLC, a limited liability company duly organized and existing under the laws of the State of Wyoming, with its principal place of business located at 30 N Gould St Ste N, Sheridan, Wyoming 82801 (hereinafter referred to as "the Company"), and the Advertiser.

## Scope Of Services

The Advertiser hereby commissions the Company to display a banner advertisement ("the Advertisement") on either the homepage or the token charts page of the website, taptools.io. Advertisers must select their desired page when booking their advertisement slot.

"Functional Product" Definition: For the purposes of this Agreement, "Functional Product" refers to a product that is operational and ready for consumer use or interaction, and does not include speculative assets or financial instruments such as tokens or NFTs.

## Duration Of Services

The Advertisement shall be prominently displayed for a period dependent on the Advertiser's selection, with a minimum duration of two (2) weeks, commencing from the date of successful placement on the website.

## Consideration

In consideration of the services provided by the Company, the Advertiser may choose one of the following payment options:

a. For the Homepage Advertisement:

- Remit an upfront payment of One Thousand Five Hundred Dollars (\$1,500) per week through the Stripe payment platform.
- Transfer an equivalent amount in \$ADA to a wallet address provided by the Company, with the conversion rate determined by the prevailing USD price of \$ADA at the time of transfer. Please note that payments made in \$ADA will incur an additional charge of 2%.

b. For the Token Charts Advertisement:

- Remit an upfront payment of One Thousand Dollars (\$1,000) per week through the Stripe payment platform.
- Transfer an equivalent amount in \$ADA to a wallet address provided by the Company, with the conversion rate determined by the prevailing USD price of \$ADA at the time of transfer. Please note that payments made in \$ADA will incur an additional charge of 2%.

c. Discount for Extended Booking:

- If the Advertiser books the advertisement for four (4) weeks, they will receive a discount of Five Hundred Dollars (\$500).

## Refund Policy:

In the event that the Company is required to take down the Advertisement for reasons beyond the Advertiser's control, such as unforeseen technical issues or changes in website policies, the Company will offer to reschedule the Advertisement for a mutually agreed-upon time in the future. If rescheduling is not feasible or agreed upon within 30 days of the initial interruption, the Company will issue a pro-rata refund for the unused advertisement period as a last resort. Refunds will not be issued for breach of contract or violation of content standards by the Advertiser.

## **Reporting And Performance Metrics**

The Company agrees to furnish the Advertiser with performance metrics associated with the Advertisement upon request.

**Audit Rights:** The Advertiser shall have the right to request an audit of performance metrics to verify their accuracy, provided such audit is conducted by a mutually agreed-upon third party at the Advertiser's expense. The Company also reserves the right to audit the Advertisement content for compliance with this Agreement.

## **Content Standards And Compliance**

The Advertiser covenants and warrants that the Advertisement shall be in strict compliance with all prevailing U.S. statutes, regulations, and standards. The Advertisement is not permitted to advertise a token, non-fungible token, or any blockchain asset. It is solely for advertising a functional product.

**Non-Compete Clause:** The Company reserves the right to refuse or terminate any advertisement that it deems to promote or endorse a direct competitor of TapTools or its affiliates. This includes but is not limited to platforms offering similar services such as blockchain data analysis, token trading platforms, and related software services.

## **Destination Link Guidelines**

Please provide the URL that will be linked to the banner advertisement. The destination link must adhere to the following requirements:

- Be functional and secure (must begin with https://).
- The URL must not direct users to a website that explicitly promotes or facilitates the immediate purchase of tokens or NFTs, including but not limited to pre-sales, ISPOs, ICOs, or any similar offerings.
- The URL must not lead to a scam or fraudulent site.
- The URL should link to a page that is relevant to the advertisement content.
- TapTools reserves the right to review and approve the destination URL before the advertisement goes live.
- Once the link is approved and the advertisement is live, the landing page must not change without prior approval from TapTools.
- I understand that if any of these conditions are breached, the advertisement will be removed without refund.

## **Termination, Renewal, And Modification**

This Agreement may not be terminated prematurely by the Advertiser. Requests for extensions may be submitted, but such extensions will require separate negotiations and may result in alterations to the terms of this Agreement.

TapTools reserves the right to terminate this Agreement at any time if the Advertiser fails to comply with the terms and conditions outlined herein. In such cases, no refunds will be issued for any remaining advertising period.

**Termination for Convenience:** Either party may terminate this Agreement without cause by providing fourteen (14) days' written notice to the other party. If the Advertiser terminates the Agreement for convenience, no refunds will be issued for any unused advertising period.

## **Limitation Of Liability & Indemnification**

The Company expressly disclaims any liability arising from the Advertisement's content or any resultant consequences. The Advertiser hereby indemnifies and shall hold the Company harmless against any losses, claims, damages, liabilities, penalties, actions, proceedings, or judgments (collectively, "Losses") arising from or related to the Advertisement.

Expanded Indemnification: The Advertiser shall further indemnify and hold the Company harmless against any Losses arising from third-party claims related to the Advertisement, including but not limited to intellectual property violations, regulatory breaches, or false advertising claims.

## **Confidentiality**

The Advertiser acknowledges that the terms and conditions of this Agreement, including but not limited to pricing and performance metrics, are of a confidential nature. The Advertiser shall not disclose any such confidential information to any third party without the prior written consent of the Company.

## **Dispute Resolution**

In the event of a dispute regarding this Agreement, both parties commit to undertake amicable negotiations for resolution. If resolution is unattainable, disputes shall be resolved through virtual mediation or arbitration, with the Advertiser conceding to bearing all associated legal fees, costs, and supplementary expenses.

## **Governing Law And Jurisdiction**

This Agreement is governed by, and construed in accordance with, the laws of the State of Wyoming. Any litigation arising out of or in connection with this Agreement shall be venued in the competent virtual courts of Wyoming.

## **Force Majeure**

Neither party shall be held liable for failure or delay in the performance of their obligations under this Agreement if such failure or delay is caused by events beyond their reasonable control, including but not limited to natural disasters, war, acts of terrorism, government regulations, strikes, lockouts, cyberattacks, or failures of internet services ("Force Majeure Events"). In the event of a Force Majeure Event, the affected party shall notify the other party as soon as possible and shall be excused from performance for the duration of the Force Majeure Event.

## **Miscellaneous Provisions**

Any amendments to this Agreement must be in writing and duly executed by both parties. This Agreement supersedes any prior understandings or agreements, oral or written, relating to the Advertisement.

## **Data Privacy**

The Company shall comply with all relevant data privacy laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). Any data collected as part of the Advertisement performance metrics shall be anonymized and aggregated unless otherwise agreed upon by both parties.

## **Acknowledgment Of Terms**

By executing this Agreement, the Advertiser acknowledges and agrees to the Company's [Privacy Policy](#) and [Terms of Use](#). The Advertiser understands that these documents are hereby incorporated by reference and form an integral part of this Agreement.

- This advertisement does not explicitly promote the sale or minting of any token or NFT.
- This advertisement is for a functional or pre-functional product aimed at raising awareness.
- The Advertiser understands that the advertisement content and destination link must be approved by TapTools.
- The Advertiser understands that if the advertisement destination link violates any conditions, my advertisement will be removed without refund.

- The inclusion of subtext or 'Powered by' attributions that incorporate any specific asset tickers or names is not permitted in the advertisement content.
- The Advertiser understands that if any of these conditions are breached, the advertisement will be removed without refund.

By clicking the check mark, button, or any similar acknowledgment on a form or website provided by TapTools, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY THESE TERMS OF USE IN THEIR ENTIRETY.