

WenWolves Terms of Service

Updated: 15th May 2024

Version: 1.7

1 Introduction

- 1.1 Welcome to WenWolves. These Terms of Service of Terms of Use ("Terms"), govern your access to and use of WenWolves' websites, services, applications, and technologies (collectively, the "Services").
- 1.2 By using the Services, you agree to these Terms, forming a legally binding agreement between you ("User" or "you") and WenWolves ("Company", "we", "us", or "our").

2 Acceptance of Terms

- 2.1 Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms.
- 2.1 If you do not agree with any part of the Terms, you must not use the Services.

3 Modification of Terms

- 3.1 We reserve the right to update or modify these Terms at any time. Such modifications will be effective immediately upon posting on our website.
- 3.2 We will notify you of any material changes to these Terms, and your continued use of the Services after any changes signifies your agreement to the updated Terms.

4 Eligibility

- 4.1 **Age Requirement** The Services are intended solely for users who are at least eighteen (18) years of age. By using the Services, you affirm that you meet this age requirement and that you are fully able and competent to comprehend, agree to, and adhere to these Terms.
- 4.2 **Country-Specific Restrictions** The Services are not available to individuals residing in or citizens of any country or region where the use, distribution, or participation in cryptocurrency-related activities is prohibited or in any manner restricted by applicable laws or regulations, including but not limited to Malaysia, China, and the United States. By using the Services, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list of restricted countries.

- 4.3 **Legal Capacity** By using the Services, you represent and warrant that you have the legal capacity to enter into binding agreements such as these Terms and that you are not barred from receiving Services under the laws of the applicable jurisdiction.
- 5 **Account Registration and Security**
- 5.1 You may need to register for an account to access certain features of the Services.
- 5.2 You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- 5.3 You are responsible for safeguarding the password you use to access the Services and for any activities or actions under your password.
- 6 **Your Responsibilities**
- You are responsible for your conduct while using our Services and for any consequences thereof. You agree not to engage in the following activities:
- 6.1 **Intellectual Property Infringement** You agree not to engage in any activity that infringes on the intellectual property rights of others. This includes, but is not limited to, the unauthorized copying, reproduction, dissemination, sale, or exploitation of any form of intellectual property (including trademarks, copyrights, and patents) without express permission from the rightful owner.
- 6.2 **Cyberattacks** You are prohibited from participating in any form of cyberattack that aims to compromise the integrity, functionality, or confidentiality of any computer systems or networks used by our Services or third parties. This includes deploying malware, viruses, and conducting denial-of-service (DoS) attacks.
- 6.3 **Fraud and Misrepresentation** You must abstain from any fraudulent activities and misrepresentation of facts intended to deceive or mislead others. This includes, but is not limited to, providing false information during your registration process, tricking other users for financial gain, or impersonating any other individual or entity.
- 6.4 **Market Manipulation** Engaging in market manipulation, such as spreading false or misleading information to manipulate prices of digital assets, is strictly prohibited. This also encompasses practices like wash trading, pump and dump schemes, or any other manipulative tactics that are intended to distort the natural price discovery process.

- 6.5 **Securities and Derivatives Violations** You are required to comply with all applicable securities and derivatives laws and regulations. This includes refraining from unauthorized trading, insider trading, or any other practices that violate securities laws.
- 6.6 **Data Mining or Scraping** Unauthorized data mining or scraping of our Services is prohibited. You may not use any automated system or software to extract data from our website or other services for commercial purposes without our prior written permission.
- 6.7 **Objectionable Content** You agree not to post or transmit any content that is illegal, offensive, defamatory, pornographic, abusive, or otherwise objectionable under applicable laws. You are also responsible for ensuring that your conduct on our platform does not cause harm or offend public decency or morals.
- 6.8 **Unlawful Activities** You are prohibited from using our Services for any activities that are illegal under the laws of any jurisdictions that apply to you or the Services. This includes, but is not limited to, activities like money laundering, illegal gambling, and the financing of terrorism.
- 6.9 **Trading and Financial Transactions** You hereby acknowledge and affirm that each transaction entered into on the platform constitutes an independent, unsolicited trading decision. The Company does not solicit trades, nor does it offer fiduciary advice or recommendations regarding the profitability or suitability of your trades. The sole impetus for any transaction rests with you, and you bear the full responsibility for conducting due diligence on all aspects of your trades, including but not limited to market conditions, legal status of the digital assets, and your financial circumstances.

You understand and accept that the cryptocurrency market is highly volatile, and the prices of digital assets can fluctuate widely within short periods. You acknowledge that engaging in trades exposes you to the risk of substantial and sudden financial loss. The Company is not liable for any outcomes resulting from market volatility, regulatory changes, technological issues, or any factors that may impact the execution, settlement, and finality of transactions on the platform.

Moreover, you are aware that trading on the platform may be subject to both systemic and operational risks, including risks associated with software, hardware, and internet connectivity. While the Company endeavors to ensure the continuity and security of its services, it does not

guarantee that the services will be uninterrupted or free from errors, viruses, or other malicious software. It is your responsibility to secure the devices and internet connection you use to access our services. The Company explicitly disclaims any liability for losses or damages incurred due to unauthorized access to your account. You are urged to employ robust security measures to protect your account credentials and devices.

- 6.10 **Non-Custodial Services** The Company operates on a strictly non-custodial basis, which implies that at no point does the Company take custody, control, or management of your digital assets or the cryptographic keys that enable their control. As a user, you have the sole and exclusive responsibility for maintaining the security and control of your private keys and, by extension, your digital assets.

You acknowledge that the loss of private keys will result in the irrevocable loss of associated digital assets. The Company will not be able to recover or transfer digital assets without the unique private keys. You further understand that it is your responsibility to keep backups of your private keys separate from the devices you may use to access the services.

The Company makes no representations regarding the security, functionality, or reliability of any third-party wallet or storage solution you may choose to use in conjunction with the services provided. It is incumbent upon you to conduct thorough research and to use a wallet solution that provides an appropriate level of security for your needs.

The Company is not responsible for the transfer of any digital asset to an incorrect or unintended address as a result of user error. You hereby release the Company from any claim or dispute related to such an event.

- 6.11 **Compliance and Tax Obligations** You are solely responsible for complying with all applicable laws, regulations, and rules that pertain to your use of the Services. This includes, but is not limited to, any and all tax obligations imposed by governmental or regulatory authorities. You shall declare, bear, and pay all taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with your use of the Services.

6.12 **Terms Related to NFTs and Digital Assets** When purchasing non-fungible tokens (NFTs) and digital assets directly through our Services, we ensure the legitimacy, authenticity, and legality of such assets. However, for NFTs and digital assets acquired via third-party services or platforms, you bear full responsibility for verifying their legitimacy, authenticity, and legality. The Company expressly disclaims all representations and warranties, whether express or implied, with respect to the authenticity, quality, or legality of any NFTs or digital assets purchased through third-party platforms, even if these platforms are accessed through links provided by our Services.

6.13 **Financial Responsibilities** You are responsible for all fees incurred because of blockchain transactions undertaken while using the Services. These include, but are not limited to:

Gas Fees: Necessary for the execution and validation of transactions on the blockchain, governed by the respective blockchain network's protocols. Gas fees can fluctuate based on network demand and you agree to pay all such fees as required for your transactions.

Network Fees: Additional fees that may be required to enhance transaction processing speed or to compensate for the computational energy required to process transactions on certain blockchain networks.

Rent Fees: If applicable, fees charged for the storage of data or digital assets on the blockchain. These fees compensate for the ongoing storage and maintenance costs associated with keeping data on the network.

Currency Exchange Fees: Fees associated with converting from one currency to another within our Services. These fees cover the cost of facilitating secure currency exchange transactions and may vary based on the currencies involved and market conditions.

Fee Relationships and Billing The fees described above may be related to each other, where one or more fees could be charged simultaneously depending on the specific transaction requirements. For example, a single transaction might incur both gas fees and network fees. Alternatively, each fee may be charged independently and itemized separately in transaction summaries provided to you.

You acknowledge that these fees are subject to change based on varying conditions such as network congestion, market volatility, and changes in blockchain protocol. By using our Services, you agree to be financially responsible for all such fees associated with your transactions, in accordance with the terms provided herein.

6.14 **Release of Claims** You hereby release the Company, its affiliates, officers, directors, employees, partners, and service providers from any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses arising from: your use of and access to the Services; any transaction or relationship between you and any third party provider; and/or any other claim related to your use of the Services.

6.15 **Intellectual Property** The Services and all materials therein, including software, images, text, graphics, and logos, are the property of the Company or our licensors and are protected by copyright and other intellectual property laws.

You are granted a limited, non-exclusive, and non-transferable license to access and use the Services strictly in accordance with these Terms

7 **User Content**

7.1 You retain all rights in, and are solely responsible for, the User Content you post to the Services.

7.2 By posting User Content on the Services, you grant the Company a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, publish, and display such content.

8 **Third-Party Links**

8.1 The Services may contain links to third-party websites or resources. You acknowledge and agree that the Company is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, products, or other materials on or available from such sites or resources.

9 **Termination**

9.1 Company may terminate or suspend your access to the Services immediately, without prior notice or liability, for any reason, including if you breach the Terms.

9.2 All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

10 Disclaimers

10.1 The Services are provided on an "as is" and "as available" basis. The Company makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content, materials, or products included on their services.

11 Limitation of Liability

11.1 The Company, its affiliates, officers, employees, agents, suppliers, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- i. your access to or use of or inability to access or use the Services;
- ii. any conduct or content of any third party on the Services;
- iii. any content obtained from the Services; and
- iv. unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

12 Limitation of Liability for Cyberattacks

12.1 **General Security Disclaimer** While the Company employs robust security measures to protect the integrity and security of its digital infrastructure and the data of its users, it does not guarantee that its services are immune to all cyberattacks or security breaches. The Company shall not be liable for any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, nor for any errors, viruses, or other malicious software that may be transmitted to or through our services by any third party.

12.2 **User Responsibilities** You acknowledge that you are solely responsible for securing and maintaining the confidentiality of your account credentials, including passwords, private keys, and any other means of accessing your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. The Company will not

be liable for any loss or damage arising from your failure to comply with this security obligation.

- 12.3 **Limitation of Liability** To the fullest extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from: (i) the use or the inability to use the services; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the services; or (iv) any other matter relating to the services, including but not limited to, damages as a result of reliance by the user on information obtained from the Company or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to the Company's records, programs, or services.
- 12.4 **Indemnification** You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the service, your violation of these terms of service, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. The Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

13 Referral Program Terms & Conditions

- 13.1 **Eligibility and Bonus Activation** To qualify for participation in the referral program, participants must purchase at least \$50 worth of WenWolves coins. Referral bonuses are credited only after the purchase requirement is met and will be disbursed following the listing of WenWolves on a recognized Decentralized Exchange (DEX), contingent upon the continuation of the referral program under then-applicable terms.
- 13.2 **Account Integrity and Single Account Requirement** Participants in the referral program are limited to a single account per individual. Referrers must validate their phone number during the withdrawal of referral bonuses to confirm account integrity. Attempts to create multiple accounts

or manipulate the system, including the use of duplicative IP addresses for account creation or operation, will result in the immediate forfeiture of all accrued bonuses.

13.3 **Fraud Prevention and Monitoring** The company employs sophisticated tracking and monitoring systems designed to detect and prevent fraudulent activity and ensure compliance with these terms.

13.4 **Mandatory KYC Compliance and Identification Verification** At any time, the company reserves the right to request that participants undergo a Know Your Customer (KYC) verification process. This process may involve the submission of personal identification documents, proof of residence, and other pertinent information as required by regulatory standards. As part of our KYC procedures, participants may be required to provide valid government-issued identification or a valid passport to comply with global anti-money laundering (AML) regulations and verify the identity of participants.

13.5 **Payout Structure** Referral bonuses are paid out as 50% in Solana (SOL) and 50% in WenWolves tokens. This dual-currency payout structure is intended to diversify the rewards distribution and align with the interests of the company and its participants in promoting broader utilization of the provided tokens.

13.6 **Bonus Variability** The percentage of referral bonuses is subject to change based on promotional campaigns, market conditions, and the operational needs of the company. The company reserves the right to modify these bonus percentages at any time, without prior notice, as deemed necessary for the program's administration or in response to fluctuating market dynamics. Participants will be informed of such changes through updates to these terms or via direct communication in accordance with our notification procedures.

14 **Airdrop Terms for Token Purchases**

14.1 **Airdrop Eligibility and Distribution** Participants who purchase WenWolves tokens exceeding a specified value in USD during promotional periods may be eligible for additional airdrops. These airdrops are intended to reward early and significant contributors to the ecosystem.

14.2 **Airdrop Cliff and Vesting Period** Extra airdrops awarded for token purchases will be subject to a cliff period of three months after WenWolves is listed on a recognized Decentralized Exchange (DEX).

Following this cliff period, the vested tokens will be released to the recipients at a rate of 10% per day. This structured release is designed to maintain market stability and reward our committed token holders over time.

- 14.3 **Airdrop Bonus Variability** The percentage of airdrop bonuses is subject to change based on promotional campaigns, market conditions, operational needs, and compliance with applicable laws and regulations. The company reserves the right to modify these bonus percentages at any time, without prior notice, as deemed necessary for the program’s administration or in response to fluctuating market dynamics. Adjustments will be communicated to participants through updates to these terms or via direct communication in accordance with our notification procedures.

15 **Prohibition of Token Purchase from Restricted Jurisdictions and Compliance with Local Laws**

- 15.1 **Restrictions** The purchase, sale, or possession of WenWolves tokens is unequivocally prohibited under these Terms within jurisdictions where such activities are deemed illegal, specifically regulated, or restricted, including but not limited to Malaysia, China, the United States, and any other country that legally restricts or bans cryptocurrency transactions. Users must ensure strict adherence to local laws and regulations regarding cryptocurrencies and should refrain from engaging in any transactions involving WenWolves tokens in these territories.
- 15.2 **Disclaimer of Liability for Unauthorized Transactions** The Company expressly disclaims liability for any legal challenges, claims, or damages that may arise from transactions involving WenWolves tokens that are executed in contravention of legal prohibitions or restrictions within any jurisdiction. This disclaimer applies to unauthorized purchases, sales, or uses of WenWolves tokens within jurisdictions where such activities are prohibited by law. Users are solely responsible for ensuring that their engagement with WenWolves tokens complies with applicable legal statutes and regulations governing their jurisdiction of residence or operation.
- 15.3 **Indemnity by Users** Users who knowingly or unknowingly contravene the restrictions on purchasing, selling, or possessing WenWolves tokens in the aforementioned jurisdictions, including Malaysia, China, the United States, or other similarly regulated territories, agree to indemnify, defend, and hold harmless the Company and its associated parties—including affiliates, officers, directors, employees, agents, and licensors—from any and all

legal actions, claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) that arise from such unauthorized transactions. This indemnification obligation covers any breaches of these Terms as they pertain to restricted transactions.

15.4 **Enforcement** The Company reserves all rights to implement necessary and appropriate measures to ensure compliance with these restrictions, including, but not limited to, verifying the geographical location of users, analyzing transaction patterns for indications of deceptive practices, restricting transactions based on IP address and other geolocation data, and taking disciplinary actions such as suspending or terminating user accounts found to be in violation of these Terms. The Company is committed to maintaining compliance with global regulatory standards and protecting its operational integrity.

15.5 **Acknowledgment by Users** By accessing and using the Company's services, users affirmatively acknowledge and agree that they have thoroughly read, understood, and consented to comply with all stipulations outlined in these Terms. This includes stringent adherence to the specified restrictions regarding the purchase, sale, and possession of WenWolves tokens from Malaysia, China, the United States, and any other jurisdiction where such activities are legally prohibited or regulated. Users further acknowledge that these Terms are binding and that non-compliance with these restrictions may lead to legal consequences and penalties as defined by the relevant laws and regulations.

16 Changes to the Terms

16.1 We reserve the right to modify or replace these Terms at any time at our sole discretion. We will provide notice of such changes by updating the date at the top of the Terms and/or by posting a notice on our Services.

16.2 Your continued use of the Services after the effective date of any changes to the Terms constitutes your agreement to the amended Terms.

17 Contact Information

If you have any questions about these Terms, please contact us at hello@wenwolves.com

18 Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

19 Entire Agreement

- 19.1 These Terms constitute the entire agreement between you and The Company regarding your use of the Services and supersede all prior and contemporaneous written or oral agreements between you and the Company.
- 19.2 Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

20 Indemnification

- 20.1 You agree to defend, indemnify, and hold harmless the Company and its officers, directors, employees, and agents from and against any claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: your use of and access to the Services; your violation of any term of these Terms; your violation of any third-party right, including without limitation any copyright, privacy, or property right; or any claim that your content caused damage to a third party.

21 Waiver and Enforceability

- 21.1 The failure of the Company to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 21.2 If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

-----End of T&C-----