

DEFIBIDS TERMS AND CONDITIONS

These terms and conditions (these “terms”) govern your use of the DefiBids website. It is crucial that you read, understand, and accept these terms (in full and without modification) before registering as a user on the website, as these terms and conditions describe our obligations and duties to you. More importantly, they also define your responsibilities and duties to us and other website users. By accessing or using the DefiBids website, you are accepting these terms. You may not access or use the DefiBids website or accept the terms if you are not at least 18 years old.

We will take your use of the website in any way as your consent to these terms, our privacy policy, and all other agreements incorporated by reference. Do not use the DefiBids website or register a user account if you are not in full agreement with all of the provisions of this agreement.

The DefiBids Website

The DefiBids website offers many different auction types. You are allowed to buy and trade \$BID on Uniswap and stake your \$BID to earn rewards. While 1% of all fees is rewarded to \$BID stakers in a pool, another 1% is burned forever, which will ensure a deflationary supply. Also, while stakers earn rewards on auction transactions, auction buyers have access to incredible deals on token packages, and traders can benefit from increased value and adoption of the \$BID token.

We invite as many people as possible to use and enjoy the DefiBids website, provided that these eligibility criteria are met:

- You must be not less than 18 years old;
- You must not be a resident of the United States;
- You must be able to agree to and be legally bound by legal contracts;
- You must not be barred from using services comparable to ours under the US and other relevant laws; and
- You must not have previously operated a DefiBids account that was disabled as a result of your breach of our terms and conditions.

If you meet all the eligibility rules stated above, we hereby grant you a non-sublicensable, non-exclusive, non-assignable, limited, and reversible license to browse on and use the DefiBids website in compliance with these terms and conditions.

Intellectual Property and Copyright

Except we have stated so to the contrary, you agree that all materials found on the DefiBids website, including but in no way restricted to designs, pictures, written content, video clips, and icons, are copyrighted or trademarked by DefiBids. Alternatively, they are controlled by us or licensed to us by third parties. All materials are under the protection of the US and international copyright laws.

DefiBids, the website, service names, button icons, scripts, page headers, and logos found on this website or provided through our services are trade dresses or trademarks of DefiBids in the US and other countries.

User Accounts

Visitors are welcome to browse through the DefiBids website. As a Defi auction service, however, it is imperative that you register a user account in order to be able to make your bids.

To become a member, you are required to register. During the registration process, we will ask you to provide us with essential personal information such as your full name, email address, contact address, as well as any other information deemed relevant by us.

It is vital that you provide us with only accurate and honest registration information. We will disable the account of any user that we discover to have provided wrong or false information.

You are permitted to only operate one DefiBids account. You are fully responsible for maintaining the confidentiality of your DefiBids account login information and are completely responsible for all activities that occur under your account. It would be best if you did not permit a third party to use your account. If you permit others to use your DefiBids account credentials, you are responsible for such users' activities that occur in connection with your DefiBids account. You will not (i) add or attempt to add any other person's account information to your DefiBids account, (ii) use or attempt to use another user's account without authorization from that user and us or (iii) impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity. You agree to immediately notify DefiBids of any unauthorized use or suspected unauthorized use of your DefiBids account or any other breach of security. DefiBids cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

You are required to comply with the applicable law, legislation, regulations, and rules in your country of residence or any other jurisdiction applicable to you. You may delete your DefiBids account at any time, for any reason, by following the instructions on the DefiBids website. DefiBids may suspend or terminate your DefiBids account if necessary.

User Content

Users of the DefiBids website may post content, concepts, information, or other content on the DefiBids website. You hereby agree to our use of your content in any way and for whatever purpose, including but not limited to the creation, enhancement, and/or advertising of services and products and the modification of our website, products, or services.

You also understand that you grant us a payment-free, non-exclusive, and universal license to adjust, publicly perform, modify, duplicate, publish, dispense, translate, display, or to use such user-provided content in any manner, in any format or medium, even though you retain the copyright to your submitted user content.

You are also granting us the license to use your name, profile picture, and any other information about your actions on DefiBids in connection with offers, ads, and other sponsored content that we display as per our services.

Taxes

You are responsible for determining all taxes assessed, incurred, or required to be collected, paid, or withheld, in connection with your use of the DefiBids website. You are solely responsible for collecting, withholding, reporting, and remitting any taxes to the appropriate tax authority. DefiBids is not obligated to, and may not, determine whether taxes apply or even calculate, collect, report, or remit any form of taxes to any tax authority arising from your use of the DefiBids website.

No Financial Services Activities or Advice

No information or material contained in the DefiBids website should be considered as an offer or solicitation to buy or sell any financial instruments, offer any financial advice, create a trading platform, facilitate or take deposits, or offer any form of other financial services in any jurisdiction.

The information contained on or in the DefiBids website is not intended to provide and should not be construed as advice of any sort. You shall not use the DefiBids website as a substitute for independent investigations and competent financial judgment, and you should obtain appropriate professional advice when necessary. It does not take into account your objectives, financial situation, or needs.

Acknowledgment if Digital Asset Risks

Digital assets may lose value. You have carefully reviewed, acknowledged, and assumed all other risks associated with digital assets, all of which could render your digital assets worthless or of little value. Investing in digital assets is at your sole risk. Any digital assets purchased are provided, used, and acquired on an "AS IS" and on an "AS AVAILABLE" basis without representations, warranties, promises, or guarantees whatsoever of any kind by DefiBids. It would help if you relied on your examination and investigation thereof.

There are no guarantees regarding the price of digital assets purchased by you and no guarantees that the price per digital asset determined by the market will be equal to or higher than your purchase price. There is the possibility that the price per digital asset may fall below the price paid by you.

You may be unable to sell or otherwise transact in digital assets at any time or for the price you paid due to (a) diminution in value of the digital assets; (b) lack of liquidity for the digital assets; or (c) restrictions on the transferability of the digital assets.

There is also the case of the uncertain regulatory framework. The regulatory status of tokens, digital assets, and blockchain technology is unclear or unsettled in several jurisdictions. It is challenging to predict how or whether governmental authorities may regulate such technologies. It is likewise challenging to predict how or whether any governmental authority may change existing laws, regulations, or rules that may affect tokens, digital assets, blockchain technology, and its applications. Such changes could negatively impact digital assets in various ways, including determining that digital assets are a regulated financial instrument that requires registration.

Therefore, there is a risk of government action. The digital asset industry is new and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that governmental authorities will not examine digital assets' operations or pursue enforcement actions against digital assets.

Other User Rules

You have our permission only to use the DefiBids website for personal use and understand that no title, interest, or right in any material you download is transferred to you by us due to your access or download.

You are not allowed to violate or circumvent any relevant law or regulation in your use of the DefiBids website. You are not allowed to post or reproduce any information in which the intellectual property rights belong to a third party except you have the consent of the owner of such rights. Also, you are not allowed to attempt to gain unlawful access to any information available on the DefiBids website or any of the networks we use to provide the services. You are not allowed to allocate or allow other persons to use your DefiBids account.

You are not allowed to use the DefiBids website to ask for other users' business. You are not allowed to advertise or purchase merchandise or services through the DefiBids website. You are not allowed to use the DefiBids to market other websites, services, or resources. You are not allowed to send any junk email to other users or exploit the service or any information that we make available on the DefiBids website. Also, you are not allowed to misuse any part of the DefiBids website for any illegal purposes or interfere with any other person's use of the DefiBids website.

You are not allowed to use the DefiBids website to distribute any content that encourages criminal behaviors. Also, you are not allowed to use any technique, software, or device to hinder the proper working of the DefiBids website or violate or attempt to encroach upon the DefiBids website's security.

You are not allowed to create or store electronic duplicates of copyright-protected materials without the owner's consent or send to any other user any material that we determine to be racist, libelous, threatening, obscene, abusive, sexually explicit, or sexually suggestive. You are not allowed to send to any other user any material that we think offends other users' political or religious beliefs.

If we discover that you have breached this clause's conditions, we will hold you solely liable for all losses and costs arising from such a violation. We may also terminate your use of the DefiBids website in such a case.

Feedback

If you provide DefiBids with any feedback or suggestions regarding the DefiBids website ("Feedback"), you hereby assign all rights to DefiBids in such Feedback. You agree that DefiBids shall have the right to use and fully exploit such Feedback and related information any way it deems appropriate. DefiBids will treat any Feedback you provide to DefiBids as non-confidential and non-proprietary. You accept that you will not submit to DefiBids any information or ideas that you consider confidential or proprietary.

Electronic Communications

The communications between you and DefiBids use electronic means, whether you use the DefiBids website or send us emails, or whether DefiBids posts notices on the DefiBids website or communicates with you via email. For contractual purposes, you (a) agree to receive communications from DefiBids in an electronic form; and (b) agree that all terms, notices, disclosures, and other communications that DefiBids provides to you electronically satisfy any relevant legal requirement that such communications would satisfy if it were in hardcopy writing. The preceding does not affect, in any way, your non-waivable rights.

Disclaimers and Limitations of Liability

We provide the DefiBids website, services, and software strictly on an "as is" basis. To the fullest extent permissible by relevant law, we disclaim all warranties, direct or otherwise, including without restriction the indirect warranties of fitness for a particular purpose, suitability, appropriateness, or merchantability.

Using our discretion only, we may discontinue, add to, or change our service and product features without any notice to any user. We also do not represent that any portion of the DefiBids website or service will be error-free or will not experience downtime.

You accept to use the DefiBids website at your own risk, and that you fully understand any risks arising from your usage. You hereby acknowledge that DefiBids will under no circumstances be responsible or liable for any harm, damage,

or loss you may cause to yourself, third parties, or properparty'srs or a third party's) while using the DefiBids website. You use the DefiBids website at your own informed risk.

We will not bear any responsibility to any user for the loss of health, property, business, goodwill, profits, or any other loss, irrespective of them being special, corrective, significant, or incidental damages, whether these were as a result of negligence or not.

If you reside in a jurisdiction that disallows the above-mentioned limitation of liability, this limitation of liability will not apply to you.

Indemnity

You hereby agree to underwrite and hold DefiBids innocent against all forms of liabilities, including accounting costs, litigation fees, and any other expense arising from any actions or claims brought against DefiBids resulting from your violation of any condition of this these terms or any other liability occurring from your access to and use of the DefiBids website.

Severability and Waivers

Where a US court of competent jurisdiction adjudges any provision of this agreement as unenforceable, such a term will be removed from this agreement, and all other terms shall survive and remain binding and enforceable.

Our failure to enforce or exercise any condition of these terms shall not be deemed by you as a waiver of such a condition.

No Class Action

All causes of action, claims, and disputes directly or secondarily arising out of this website shall be individually resolved through arbitration and shall not be solved in any kind of class action.

Changes

As per our discretion, we may occasionally review the terms of this legal agreement by adding additional terms, deleting some previous terms, or modifying some of the terms. The revised terms will become binding and overturn the previous version immediately upon our posting of it, and you will be bound by the newly revised terms.

PRIVACY POLICY

Our users' privacy is crucial to us, and we are fully committed to making sure that your personal information remains private. We advise you to carefully read this privacy policy in order to understand how we use the personal information that becomes available to us when you use the DefiBids website.

The privacy policy explains how we use, share, store and protect your personal information. When you use the DefiBids website in any way, we will take your use as an acceptance of this privacy policy.

The Information We Collect

We will collect these categories of information when you register a DefiBids user account. These include your full name, location, gender, email address, and financial data.

While this kind of information is voluntarily provided, your refusal to provide them may mean that you are unable to register a user account on the DefiBids website.

Besides voluntarily collected information, the DefiBids website automatically collects certain non-identifying information when you access our website. This kind of information does not recognize you personally. It includes but is in no way limited to browser and operating system information, date and time stamps, clickstream data, referring and exit pages, and internet service provider (ISP).

Using Your Personal Information

The primary purpose for collecting users' information is to provide our services to them. This means that we will be able to, among other things, partake in the auction services on the DefiBids website.

DefiBids may also use your personal information for the following purposes:

- To identify you and your user account;
- To remember your personal preferences on the website in order to tailor and personalize your experience on the DefiBids website;
- In the evaluation, improvement, and advancement of the DefiBids website and its services;
- To let you know about changes to the DefiBids website and services, as well as any services, events, or products (based on your interests and past browsing history) that we believe may be beneficial to you; and
- To detect and resolve any disputes and identify and defend ourselves against error, fraud, and other criminal activities.

How We May Share Your Personal Information

We may share your personal information with third parties under these circumstances:

- With any relevant governmental body, in response to an investigative demand or subpoena;
 - With any third party that you ask us to share your information with; and
 - With certain third parties who place ads on the DefiBids website. In certain cases, these parties may use tracking technologies to garner non-personal information about users interacting with their ads.
- Except as aforementioned, we will never deliberately sell, trade, exchange, or give personal information to third parties.

Third-Party Websites

We may occasionally provide links to other websites and resources on the DefiBids website, but you accept that these links are provided for your convenience only and must not be considered an endorsement or approval of the policies, products, services, and practices of the linked website or resource. You use and access linked resources at your own risk.

Advertising and Analytics Services Provided By Others

DefiBids may allow others to provide analytics services and serve advertisements on its behalf across the internet and applications. These entities may use web beacons, cookies, device identifiers, and other technologies to collect information about your use of the DefiBids website and other websites and applications, including your IP address, web browser, pages viewed, time spent on pages or in apps, mobile network information, links clicked and conversion information. DefiBids and others may use this information to, among other things, analyze and track data, deliver advertising and content targeted to your individual interests on the DefiBids website and other websites, determine the popularity of certain content, and better comprehend your online activity.

Security

We do all that is in our power (including the deployment of practical and administrative practices such as SSL encryption technology) to ensure that your personal information is kept safe from unauthorized or illegal use.

You, however, understand that despite our most judicious efforts to keep your information safe, we will never be answerable for any breach of your personal information that occurs through events beyond our control.

Information Choices and Changes

While we may be sending you regular marketing emails, there is “always a” option to “opt-out.” If you opt-out, DefiBids may still send you non-marketing emails, including emails about your DefiBids account and its business dealings with you.

You may send requests about any personal information we have about you on the DefiBids website by contacting us. You can request to opt-out of our sharing with others and update your personal information.

You can typically remove and reject cookies from the DefiBids website with your browser settings. Many browsers accept cookies until you change your settings. If you remove or reject our cookies, it could affect how the DefiBids website works for you.

Children Policy

Underage people (children under the age of 18) are not permitted to use the DefiBids website. We will, therefore, never deliberately collect information about minors.

Changes

As per our discretion, we may occasionally review the terms of this privacy policy by adding additional terms, deleting some previous terms, or modifying some of the terms. The revised policy will become binding and overturn the previous version immediately upon our posting of it, and you will be bound by the newly revised policy.

Cookie Policy

The DefiBids website uses “cookies” to afford our users ease of access and an enjoyable experience while on the DefiBids website. Cookies allow the website to remember your personal preferences, automatically collecting certain information about your activities, such as your clicked ads, the pages you searched, and your clicked links, so that you have an easier time accessing the service when next you log in.

While most browsers are automatically designed to accept cookies, you still have the option of rejecting cookies. When you choose this option, you will always be able to use the DefiBids website but will not have access to some of its features.

We may change this cookie policy at any time. Any changes in the cookie policy will become effective when the revised version is available on or through the DefiBids website. Always ensure you check this page for the updated version of the cookie policy.