

# Futourist Crowdsale Community Competitions Terms & Conditions and Privacy policy

By utilizing the Futourist Crowdsale Community Competitions located at <https://futourist.io> ("website") and services offered therein, you acknowledge that you have read the following terms and conditions of the Futourist Crowdsale Community Competitions, our privacy policy and that you agree to be bound by them. If you do not agree to all of the terms and conditions and privacy policy in this agreement, you should immediately cease using these services and you should not use this website.

We reserve the right to change the rules, terms and conditions and privacy policy of the Futourist Crowdsale Community Competitions at any time of the duration of the program. Such changes shall be effective immediately when they are posted. We suggest that you review these terms and privacy policy periodically for changes. You acknowledge that by participating in the Futourist Crowdsale Community Competitions after we have posted changes to these terms, it shall be considered that you were acquainted with, agree with and are bound to the modified terms.

We reserve the right to reject including you in the Futourist Crowdsale Community Competitions for any number of reasons, without any explanation.

We reserve the right to remove you from any channel at any time and without any kind of explanation and warning if we suspect that your intentions are fraudulent, possess multiple accounts, post inappropriate or repetitive messages in Futourist Crowdsale Community Competitions or any other similar reason. You hereby irrevocably acknowledge our right for doing so without the need to substantiate or explain the reasons for such decision. Our decision is final and binding.

In case we remove you from the Futourist Crowdsale Community Competitions for any reason, we reserve the right to withhold and delete any rewards and Futourist tokens that had been listed on your account.

By accepting these terms and conditions of the Futourist Crowdsale Community Competitions and our privacy policy, you hereby expressly state that you fully and irrevocably agree that you completely waive all claims actions and complaints, in particular to those that would result from rejection or removal from the Futourist Crowdsale Community Competitions and from deletion of Futourist tokens as described above.

Please contact us at [info@futourist.io](mailto:info@futourist.io) for any further information.

# TERMS & CONDITIONS

## OVERVIEW

This website is operated by Futourist. Throughout the site, the terms “we”, “us” and “our” refer to Futourist. Futourist offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or receiving something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## SECTION 1 - ONLINE WEBPAGE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our Service for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 4 - MODIFICATIONS TO THE SERVICE

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Service.

## SECTION 5 - ACCURACY OF ACCOUNT INFORMATION

We reserve the right to refuse any account which you try to register with us.

You agree to provide current, complete and accurate account information for the purposes of Futourist Crowdsale Community Competitions. You agree to promptly update your account and other information, including your email address, so that we can complete your participation in the Futourist Crowdsale Community Competitions and contact you as needed.

## SECTION 6 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## SECTION 7 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## SECTION 8 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic,

obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 9 - PERSONAL INFORMATION**

Your submission of personal information through the website is governed by our Privacy Policy.

## **SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to our service. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information in the Service or on any related website is inaccurate at any time without prior notice.

We undertake no obligation to update, amend or clarify information in the Service or on any related website except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 11 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the

Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind.

In no case shall Futourist, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Futourist and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## SECTION 14 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## SECTION 15 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## SECTION 16 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## SECTION 17 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## SECTION 18 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [info@futourist.io](mailto:info@futourist.io)



# Privacy policy

Futourist.io takes your privacy seriously. This privacy policy describes what personal information we collect and how we use it.

## Collection of personal information

We receive and store any information you knowingly provide to us when you create an account, fill any online forms on the Website. When required this information may include your email address, name, phone number, address, ETH wallet or other Personal Information. You can choose not to provide us with certain information, but then you may not be able to take advantage of some of the Website's features.

## Collection of non-personal information

When you visit the Website our servers automatically record information that your browser sends. This data may include information such as your computer's IP address, browser type and version, operating system type and version, language preferences or the webpage you were visiting before you came to our Website, pages of our Website that you visit, the time spent on those pages, information you search for on our Website, access times and dates, and other statistics.

## Managing personal information

You are able to access, add to, update and delete certain Personal Information about you. The information you can view, update, and delete may change as the Website or Services change. When you update information, however, we may maintain a copy of the unrevised information in our records. We will retain your information for as long as your account is active or as needed to provide you Services. Some information may remain in our private records after your deletion of such information from your account. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We may use any aggregated data derived from or incorporating your Personal Information after you update or delete it, but not in a manner that would identify you personally.

## Use of collected information

Any of the information we collect from you may be used to personalize your experience; improve our website; improve customer service and respond to queries and emails of our customers; send notification emails such as password reminders, updates, etc; run and operate our Website and Services. Non-personal information collected is used only to identify potential cases of abuse and establish statistical information regarding Website traffic and usage. This statistical information is not otherwise aggregated in such a way that would identify any particular user of the system.

## Children

We do not knowingly collect any personal information from children under the age of 18. If you are under the age of 18, please do not submit any personal information through our Website or Service. We encourage parents and legal guardians to monitor their children's Internet usage and to help enforce this Policy by instructing their children never to provide personal information through our Website or Service without their permission. If you have reason to believe that a child under the age of 18 has provided personal information to us through our Website or Service, please contact us.

## Newsletters

We offer electronic newsletters to which you may voluntarily subscribe at any time. You may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these emails or by contacting us. However you will continue to receive essential transactional emails.

## Cookies

The Website uses "cookies" to help personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. We may use cookies to collect, store, and track information for statistical purposes to operate our Website and Services. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer.

## Links to other websites

Our Website contains links to other websites that are not owned or controlled by us. Please be aware that we are not responsible for the privacy practices of such other websites or third parties. We encourage you to be aware when you leave our Website and to read the privacy statements of each and every website that may collect personal information.

## Information security

We secure information you provide on computer servers in a controlled, secure environment, protected from unauthorized access, use, or disclosure. We maintain reasonable administrative, technical, and physical safeguards in an effort to protect against unauthorized access, use, modification, and disclosure of personal information in its control and custody. However, no data transmission over the Internet or wireless network can be guaranteed. Therefore, while we strive to protect your personal information, you acknowledge that (i) there are security and privacy limitations of the Internet which are beyond our control; (ii) the security, integrity, and privacy of any and all information and data exchanged between you and our Website cannot be guaranteed; and (iii) any such information and data may be viewed or tampered with in transit by a third party, despite best efforts.

## Data breach

In the event we become aware that the security of the Website has been compromised or users Personal Information has been disclosed to unrelated third parties as a result of external activity, including, but not limited to, security attacks or fraud, we reserve the right to take reasonably appropriate measures, including, but not limited to, investigation and reporting, as well as notification to and cooperation with law enforcement authorities. In the event of a data breach, we will make reasonable efforts to notify affected individuals if we believe that there is a reasonable risk of harm to the user as a result of the breach or if notice is otherwise required by law. When we do we will post a notice on the Website, send you an email, get in touch with you over the phone, mail you a letter.

## Changes and amendments

We reserve the right to modify this privacy policy relating to the Website or Services at any time, effective upon posting of an updated version of this privacy policy on the Website. When we do we will revise the updated date at the bottom of this page. Continued use of the Website after any such changes shall constitute your consent to such changes. Policy was created with WebsitePolicies.com

## Acceptance of this policy

You acknowledge that you have read this Policy and agree to all its terms and conditions. By using the Website or its Services you agree to be bound by this Policy. If you do not agree to abide by the terms of this Policy, you are not authorized to use or access the Website and its Services.

## Contacting us

If you have any questions about this Policy, please contact us at [info@futourist.io](mailto:info@futourist.io)