

Terms and Conditions

This document acts as an agreed upon terms and conditions (“Terms and Conditions”) between you (“User,” “you”) and Liquidity Hunts, or any other entity authorized by Liquidity Hunts (the “Company”, “us” or “we”). You accept these Terms and Conditions when you access the Company’s website <https://liquidityhunts.com> (including any and all subdomains, collectively, the “Website”) and/or use Company’s services or any other features, technologies or functionalities offered by Company through the Website or through any other means (collectively, the “Services”).

Please read the [Privacy Policy], [Cookie Policy], and all of the following Terms and Conditions before using this website. By continuing to access or use this website or any service on this website, you signify your acceptance of these Terms and Conditions.

1. Qualifications

1.1. You hereby represent and warrant that you are at least eighteen (18) years of age, are legally eligible to use the internet and services similar to those provided by the Company (according to the laws of any relevant jurisdiction in which you reside) and have not had your right to use Services previously suspended or revoked by us.

1.2. You agree to comply with these Terms and Conditions even if the Company’s methods to prevent use of the Website and/or the Services are not effective or can be bypassed.

1.3. These Terms and Conditions shall enter into force at the time you first access the Website or use Services. If you disagree with any provision of these Terms you shall cease using the Website or any Services immediately. You have read, understood and agree with these Terms and any provisions thereof. [Websites accessible through hyperlinks on the Website do not form an integral part of these Terms and Conditions].

2. Changes to the Term and Conditions

2.1. We reserve the right to amend, remove, or add to these Terms and Conditions at any time. Any changes to the Terms and Conditions will become effective when we post the revised Terms and Conditions on the Website.

2.2. Your use of the Website or Services, or your provision of personal information following any changes means that you accept the updated Terms and Conditions.

3. Ownership; General limitations on use

3.1. Ownership: You acknowledge and agree that the text, information, data, graphics, images, audio, video, design, organization, compilation, meta data, look and feel, advertising and all other protectable intellectual property (“Content”) available through the Services is the Company’s property, the property of the advertisers or the Company’s third party licensors or suppliers (such licensors and suppliers are referred to as “Information Providers”) and is protected by copyright and other intellectual property laws.

3.2. Limitations on Use: Liquidity Hunts grants you a non-exclusive, non-transferable and limited personal license to access and use the Website. Unless you have obtained prior written consent from Liquidity Hunts, you may not reproduce, sell, publish, distribute, retransmit, disseminate, perform, display, broadcast, create new works from, or commercially exploit the Content available through the Services.

We reserve the right to terminate your Subscription and exclude you from any (further) use of the Platform by, amongst other things, blocking and/or deleting your account without being obliged to refund any amounts already collected or pay any damages, if there is, in our discretion, a valid reason to do so. This applies in any case, but not exclusively, if you:

- (a) violate these Terms (especially, but not limited to, Article 8.3) and/or applicable laws and regulations;
- (b) attempt, or allow to attempt, to de-compile, reverse compile, disassemble, reverse engineer, try to obtain the source code, use viruses, Trojan horses, worms, bots, or otherwise use software or technical tools that can damage the Platform;
- (c) fail to meet your payment obligations under the Subscription;
- (d) misuse the Platform in any other way.

3.3. No Modification of Content: You agree not to rearrange or modify the Content. You agree not to create abstracts from, scrape or display headlines from the Content for use on another website or service or use the Content for commercial purposes. You agree not to upload, post or submit any Content from the Services to weblogs, newsgroups, mail lists or electronic bulletin boards, except through services we specifically provide for that purpose or after we give our written consent in advance.

4. Account

4.1. In order to use our Services, you may need to register an account to access some or all of our Services (“Account”). You represent and warrant that all information and documents provided when creating such an Account is current, complete, and accurate. You agree to promptly notify the Company of any changes to any information and/or documents that would cause the information provided upon your Account’s creation to no longer be current, complete or accurate. You agree that only you will be accessing and using your Account,

and you may not transfer the right of its use or disclose any login credentials to a third party without our express prior written consent. You agree to take full responsibility for any activity that occurs through the use of your Account and may not transfer any such responsibility to any third party. You agree to notify the Company in the event that you discover or suspect any security breaches or vulnerabilities related to the Website or Services.

4.2. After opening the Account, in order to access certain features relating to the Services, you may be required to pay a membership fee depending on the membership plan of the Company. For making payment, we may direct you to our trusted payment service providers' website(s). You may be required to share with payment service providers your personal information (such as your name, address, identity number), financial information (e.g. your credit card number, bank account, etc.) and any other information which is required by the payment service providers. The membership fees may be revised from time to time at sole discretion of the Company.

4.3. **Registration:** When registering, you need to select an email address and password. It is your responsibility to choose your password wisely. We are not responsible for any user impersonating you on our Services. If you have concerns or believe that someone is using your password without your authority, please contact info@liquidityhunts.com.

4.4. We reserve the right to terminate your membership, at our sole discretion, at any time without notice. You may terminate your membership at any time in the manner described at [5]. Upon terminating your membership, you will receive an automated confirmation via e-mail that the request was received, and your account will be terminated immediately.

4.5. Advertising and Communication. You may be offered to subscribe to our newsletter and other informational and advertising messages on the Website (collectively, the "Newsletter"), and by subscribing to the Newsletter you agree to receive emails from us. Through our Newsletter we aim to keep you and other users and visitors of the Website updated about the Company, its affiliates and partners and services offered and/or to be offered by them. By subscribing to our Newsletter, you agree to receive informational and advertising messages about our Services and services offered and/or to be offered by our affiliates and partners. Subscription to our Newsletter is not mandatory. The Company may on its own discretion determine the content and frequency of the Newsletter. We reserve the right to determine the content of the Newsletter at any time and unsubscribe you and any other Users from the Newsletter without any notice. You may at any time unsubscribe from the Newsletter by following the instructions contained in the Newsletter or you may any time contact us at info@liquidityhunts.com.

5. Subscription and cancellations

5.1 In order to access all content on our Platform, you must enter into an agreement with us (Subscription). We offer different Subscriptions. You can find more information about this on our Website.

5.2 The term of the Subscription (Subscription Period) will be agreed during the application procedure. The Subscription will commence on the date as agreed during the application procedure (Start Date).

5.3 At the end of each Subscription Period, the Subscription will be automatically renewed always for the same period as your initial Subscription Period.

5.4 If a Subscription is renewed with a Subscription period of more than 1 month, you can cancel it with a notice period of 1 month. In that case we will refund you any pre-paid Subscription fees covering the remainder of your Subscription.

5.5 You can cancel your Subscription before the end of the Subscription Period. In this case of timely cancellation, your Subscription will not be automatically renewed. Cancellation can be done in your account settings on the Platform. There is no refund for the Subscription, there just will not be an automatic renewal.

5.6 If you get a Subscription for the first time and are not content with the service you may apply for a refund within one week of starting the subscription. Every case is looked at case by case. For cancellation you can e-mail info@liquidityhunts.com.

6. Prices

6.1 All communicated prices by Liquidity Hunts are in US dollar and are including applicable VAT, possible expenses or any taxes or levies imposed by relevant authorities.

6.2 The price for your chosen Subscription will be stated during the registration process.

6.3 Listed prices and rates of our Subscriptions may change from time to time. No rights can be derived from historic prices.

6.4 If you already have a Subscription with us, price changes will not be implemented during the Subscription Period. You will continue to pay the initially agreed price during the Subscription Period. When (automatically) renewing your Subscription, the price change will take effect.

7. Payments and collection charges

7.1 You must provide us with a valid means of payment to use our Platform. We will debit the amount for the use of the Subscription to your means of payment on a monthly or yearly basis around the day on which your Subscription commenced.

7.2 If a payment is due but not paid, we will first send a reminder, followed by a request for payment. If the payment is not made within the stipulated payment period, you will be in default. If you are in default, we are entitled to charge statutory (commercial) interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by you in full.

7.3 If you are in default, we have the right to (temporarily) block your account, until you fulfilled your payment obligation.

7.4 If you are in default, we have the right to charge any extrajudicial costs. The collection fees are calculated on the basis of the invoice amount, with a minimum of EUR 40 ex. VAT.

8. Trademarks and copyright

8.1. All rights, titles and interests in and to the contents of the Website, and the Company's trademarks, services marks, trade names, and logos are owned by Liquidity Hunts and are protected by copyright and trademark laws, and international treaties.

8.2. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the Website. You will not obtain any intellectual property rights or any right or license to use such materials or the Website, other than as expressly set out in these Terms and Conditions.

8.3. Images displayed on the Website are the property of the Company. You agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of Liquidity Hunts.

8.4. Nothing contained on the Website may be construed as granting, by implication, estoppels, or otherwise, any license or right to use any trademark without the written permission of Liquidity Hunts or any third party that may own the trademarks. Your use of trademarks, or any other content of the Website, except as provided herein, is strictly prohibited.

9. Company's rights

Liquidity Hunts reserves the right to suspend the operation of this Website or any part or sections of it at any time and no claims may be entertained against the Company in connection thereto.

10. Force majeure

You agree that the Company will not be liable in any way to you or to any other person in the event of force majeure (including, but not limited to, the act of any government or legal authority) or for the failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

11. Technical problems

11.1. You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing the Website.

11.2. Liquidity Hunts shall not be liable, and you agree not to hold or seek to hold Liquidity Hunts or any of its agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

11.3. Liquidity Hunts does not represent, warrant or guarantee that you will be able to access or use the Website at times or locations of your choosing, or that Liquidity Hunts will have adequate capacity for the Website as a whole or in any geographic location.

11.4. Liquidity Hunts does not represent, warrant or guarantee that the Website will provide uninterrupted and error-free service. Liquidity Hunts does not make any warranties or guarantees with respect to the Website and its Content, including but not limited to, warranties for merchantability or fitness for a particular purpose.

11.5. Without limiting the foregoing Liquidity Hunts will not be responsible for an impossibility to execute orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond its control.

12. Breach

12.1. You agree to fully indemnify, defend and hold harmless Liquidity Hunts and their respective officers, directors and employees immediately upon demand from and against all claims, demands, liabilities, damages, losses, costs and expenses, including legal fees and other charges whatsoever, howsoever caused, that may arise as a result of: (i) any breach of these Terms and Conditions by you or (ii) violation by you of any law or the rights of any third party.

12.2. Without prejudice to any other rights in these Terms and Conditions, if you breach in whole or in part any provision contained herein, Liquidity Hunts which provides Services to you reserves the right to take such action as it sees fit, including (but not limited to) terminating any agreement in place with you, terminating or blocking the Services offered to you via the Site and/or taking legal action against you.

13. Governing law and court jurisdiction

13.1. These Terms and Conditions shall be governed by the laws of the Netherlands without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Liquidity Hunts anywhere else in the world.

13.2. If any part of these Terms and Conditions are held unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

14. Termination

Liquidity Hunts may discontinue or change or terminate all or any of the Services, or their availability to you, immediately, in its sole discretion, at any time without cause.

15. Disclaimers

You agree that your access to, and use of, the services is on an “as-is”, “as available” basis and we and our information providers specifically disclaim any representations or warranties, express or implied, including, without limitation, any representations or warranties of merchantability or fitness for a particular purpose.

In no way should our provision of Services and/or the Materials published on the Website be considered legal, financial or any other kind of specialized or expert advice, and you may not rely on any such information. In using the Website or the Services, you represent and warrant that you have sought any necessary legal, financial or otherwise specialized advice from an expert qualified to provide such counsel, or else you have the sufficient knowledge and sophistication to independently evaluate the risks and merits associated with our Services and the Website. You represent and warrant that you understand that any recommendations or commentary made by the Company or its employees or other users should be considered of general nature, and you should use your own judgment or seek the advice of an expert before taking any action regardless of such statements. We give no assurance as to the accuracy or completeness of any such statement. Any information displayed and/or published on the Website and/or provided through our Services is for informational purposes only. The list of risk factors below is not exhaustive and there may exist other risks, which the Company cannot reasonably forecast. You represent and warrant that you have: (a) the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any securities, currencies or cryptocurrency that you decide to deal with; and (b) the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits and risks of any securities, currencies or cryptocurrency you decide to deal with. You hereby confirm and agree that the Company will have no responsibility or liability for such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against the Company and its shareholders, members, directors, officers, employees, agents, vendors, content providers, and representatives related to any of the risks set forth herein.

16. Limitation of liability

Neither Liquidity Hunts, nor any of its, affiliates, shareholders, directors, officers, employees (the “excluded parties”) will be liable (jointly or severally) to you or any other person as a result of your access or use of the services for indirect, consequential, special, incidental, punitive, or exemplary damages, including, without limitation, lost profits, lost savings and lost revenues whether or not characterized in negligence, tort, contract, or other theory of

liability, even if any of such excluded parties have been advised of the possibility of or could have foreseen any of the excluded damages, and irrespective of any failure of an essential purpose of a limited remedy. If any applicable authority holds any portion of this section to be unenforceable, then the excluded parties' liability will be limited to the fullest possible extent permitted by applicable law. you understand and agree that your use of the services and the website is at your sole risk.

17. General

This Agreement contains the final and entire agreement between us regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. 15.

18. Contact us

If you have any questions about these Terms and Conditions, please contact us at info@liquidityhunts.com.