

Terms of Use

Last Update:

These Terms of Use (“Terms”) set forth the agreement between the User (“You”) and Banger Network (BANGER NETWORK SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ), hereinafter referred to as We, the Company, collectively, “We”, “Company”) governing your use of the Banger Network and our products, services, and website (the “Site” and collectively with the foregoing, the “Services”) on the following terms.

Please, read these Terms carefully before using the Banger Network. YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “I AGREE” OR SIMILAR BUTTON, REGISTERING FOR AN ACCOUNT, OR ACCESSING OR USING THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICES. These Terms of Use are effective as of the date you first click “I agree” (or a similar button or checkbox) or use or access the Services, whichever is earlier. If you accept or agree to these Terms of Use on behalf of your employer or another legal entity, you represent and warrant that (i) you have the full legal authority to bind your employer or such entity to these Terms of Use; (ii) you have read and understand these Terms of Use; and (iii) you agree to these Terms of Use on behalf of the party that you represent. In such event, “you” and “your” will refer and apply to your employer or such other legal entity.

If You do not agree to these Terms of Use and other connected policies and notices, do not use the Banger Network.

You certify that You are an authorized representative of the legal entity or an individual over the age of 18 and are authorized to enter into this Agreement. The Banger Network is intended solely for use by individuals over the age of 18 or by legal entities. The use of the Banger Network by minors is prohibited, and we are not responsible for any consequences resulting from the use of the Banger Network by minors.

Any personal data you submit to us or which we collect about you is governed by our Privacy Policy (“Privacy Policy”), available at https://banger.network/privacy_policy You acknowledge that by using the Services, you have reviewed the Privacy Policy. The Privacy Policy is incorporated by reference into these Terms of Use and together form and are hereinafter referred to as this “Agreement.”

We don’t provide investment or consulting advice of any kind and are not responsible for the use or interpretation of information on Banger Network or any other communication medium. All Users of Banger Network must understand the risks involved in Virtual Assets trading and are recommended to exercise prudence and trade responsibly within their own capabilities.

1. List of terms

1.1. **Banger Network** means the decentralized finance (DeFi) ecosystem that provides all services listed in this Terms of Use. The Banger Network website is <https://banger.network>.

1.2. **Virtual Assets** means cryptocurrencies, digital currencies, digital assets, crypto assets, or another similar term describing, for example, Bitcoin or Ethereum or other assets.

- 1.3. **User Account** means a personal or corporate account, registered by a User to access Services.
- 1.4. **AML Policy** means rules of conduct aimed at the prevention of money laundering and terrorism financing, developed by the Company in accordance with the Applicable Law, which construes an integral part of the Terms.
- 1.5. **User (you)** – a natural person or legal entity, which uses the Banger Network.
- 1.6. **Fiat money** means currency issued by the government, designated as legal tender at the legislative level in the country of issue, and suitable for exchange with each other.
- 1.7. **Request** – means an expression of Your intention to use one of the services offered by the Banger Network, by filling in the electronic form in Banger Network, on the terms described in this Agreement and specified in the parameters of the Request itself.
- 1.8. **BANG token** means native platform token used as a fuel of the system and required to participate in platform products and activities.
- 1.9. **Banger Network Network** means DeFi platform which is completely based on multiple smart contracts systems and consists of a big variety of products, including Wallet, Smart Staking, P2P, P2E games, Academy, and DAO Governance system.
- 1.10. **Smart Contract** means a smart contract is an agreement between two people or entities or a function in the form of computer code programmed to execute automatically and without the possibility of interference from any 3rd party.
- 1.11. **Smart Staking** means a unique staking system, where you use your funds (BTC/ETH/BNB/USDT) to purchase a Server that will maintain staking operations for you, and automatically fix your profits from multiple staking programs and in multiple currencies, therefore running a dedicated process for you individually and maintaining guaranteed reward level.
- 1.12. **Server means** a custom physical and/or cloud computing device, that is used to provide access to the network and maintain a certain algorithm of operations automatically. In Banger Network Network - Servers are used to maintain high-frequency staking and profit fixation operations and are personally attached to a user who purchased the server.
- 1.13. **CPU** means the central processing unit for a server. It impacts the speed of processing operations. The bigger the CPU capacity is - the faster Server works.
- 1.14. **RAM** means the random-access memory unit for a server. It impacts the number of parallel processes that can be executed at one time. The better the RAM configuration is - the more operations Server can execute at the same time.
- 1.15. **SSD** means a solid-state drive for a server. It impacts the amount of data that can be stored on the device and used. The better the SSD configuration is - the better Banger Network Server will be able to learn about past operations and their effectiveness.
- 1.16. **Server Upgrade** means whenever you are upgrading the server - the better CPU/RAM/SSD configuration your server will have, which will allow Banger Network Network to guarantee an increase of your staking reward by at least 1% on each upgrade.
- 1.17. **Banger Network Referral Rewards Program** - means a referral system of distributing rewards for every user you have invited to staking activities and other platform products.
- 1.18. **Banger Network Wallet** - means non-custodial wallet that can be used to receive/store and send cryptocurrencies and will be the main storage for your \$BANG rewards.
- 1.19. **Banger Network Platform** - means Banger Network's main online platform which allows using Smart Staking and Referral Rewards systems.
- 1.20. **Taxes means** all government-imposed charges, including taxes, duties, imposts, and withholdings. The term Taxes excludes communication taxes and similar fees and surcharges; property taxes; and taxes based on each Party's net income, franchise taxes, business and occupation taxes, and other similar tax types.

2. Services

2.1. Banger Network comprises the following services, but not limited to:

- 2.1.1. hosted Banger Network Wallets Service;
 - 2.1.2. hosted Banger Network Platform;
 - 2.1.3. withdrawals;
 - 2.1.4. a Virtual Assets exchange Service under which You may convert fiat currency into any type of Virtual Asset, Virtual Assets into other Virtual Assets;
 - 2.1.5. a Virtual Assets transfer service under which You may transfer any Virtual Assets to another recipient;
 - 2.1.6. any other products or services shown on the Banger Network or our Website or our official communication channel from time to time;
 - 2.1.7. rents a server for AI staking;
- 2.2. Subject to Applicable Law, we reserve the right to suspend, restrict or terminate Your access to any or all of our Services and to suspend, restrict or deactivate Your User Account, including without limitation.
- 2.2.1. where it is our reasonable opinion that we are required to do so by Applicable Law or any court or other adjudicating authority to which we are subject in any jurisdiction;
 - 2.2.2. upon reasonable suspicion that You may be in breach of these Terms or are otherwise trying to circumvent these Terms such as abusing any of our incentive schemes;
 - 2.2.3. upon reasonable suspicion that a transaction is fraudulent;
 - 2.2.4. upon reasonable suspicion that Your User Account has been compromised or the Services are being used in a fraudulent or unauthorized manner;
 - 2.2.5. upon reasonable suspicion of money laundering, terrorist financing, fraud, or any other financial crime; or
 - 2.2.6. upon reasonable suspicion that You are conducting any fraudulent or illegal activities.
- 2.3. Any payments to the user are made in BANG tokens, or other digital assets at the discretion of the company.

3. Time of entry into force. Amendments

- 3.1. As soon as You click "Agree", the Terms will enter into force. By this, You certify that You have read and agreed with these Terms, Privacy Policy, AML Policy, Partnership program, and other policies and notices as well.
- 3.2. We have the right to change, and update these Terms at any time and without prior notice. Any such changes will be effective upon posting on the website. The effective date at the top of the Terms informs you of the latest version of the Terms.
- 3.3. Your continued use of the Banger Network constitutes your acceptance of the Terms, Privacy Policy, AML Policy, Partnership program, and other policies and notices as well as all changes. If you do not agree with these Terms, Privacy Policy, AML Policy, and other policies and notices and all changes, do not use the Banger Network.
- 3.4. The regulation of the exchange of BANG tokens for other currencies can be changed, with a public warning 72 hours in advance.
- 3.5. The company can change the interest accrual on deposits and not only by notifying users publicly 72 hours in advance.

4. Partnership programs

5. User Account

- 5.1. In order to use all functions of the Banger Network, You have to register a User Account and pass through the identification procedure. When registering a User Account, you

- agree to provide the required personal information for identity verification. Such information will be used to verify Users' identity.
- 5.2. You can make a transaction/s for an amount not exceeding 10000 euros without establishing a business relationship and identification procedure.
 - 5.3. When registering an Account, You warrant that all information, submitted by You is accurate, valid, up-to-date, and complete. The Company may at any time request You to provide additional documents and information and/or updated documents and/or information and documents submitted before and reserves the right to do so at its sole discretion. Failure to abide by these requirements may result in temporary or permanent cessation of Services provision and/or Account suspension.
 - 5.4. You may create Your unique User Account name (nickname). If a nickname violates copyrights or other rights of Third Parties, or the legislation, we have the right to refuse to register a User Account with this nickname.
 - 5.5. By signing up to use the Banger Network Services, You represent and warrant that:
 - 5.5.1. You are at least 18 years old or are of legal age to form a binding contract under applicable laws (for individuals);
 - 5.5.2. You have the capacity to enter into a legally binding contract and use the Website, and are not prohibited to do so and use the Services by the Applicable Law or any other laws that may apply;
 - 5.5.3. You have not been previously suspended or removed from using Services;
 - 5.5.4. You do not currently have an Account;
 - 5.5.5. Your use of Services will not violate any and all laws and regulations applicable to You, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing;
 - 5.5.6. You are residing or incorporated in countries and territories we support and are not a citizen and/or resident of any country which are included in the sanctions lists.
 - 5.6. You can have only one User Account. You are not allowed to create more than one User Account in the Banger Network. You can open one or more subaccounts under the main User Account.
 - 5.7. Any User may be denied to provide the Service at our discretion in case of any suspicion that the activities carried out by the User are aimed at money laundering, terrorist financing and any illegal activity, and/or are in any way undesirable and unsuitable for us.

6. Using the Banger Network

- 6.1. Initiation of the Service and management of the Service process is carried out by You by creating a Request via the Banger Network.
- 6.2. The management of the Service process or obtaining information is carried out by means of the corresponding user interface of the Banger Network.
- 6.3. Hosted Wallets Service. By providing a Hosted Banger Network Wallet Service (hereinafter the Wallet Service or Wallet), we provide You with a digitally secured custodial Wallet for Virtual assets, aimed to store, transfer and make other transactions with Virtual Assets. Wallet Service provides integration between different providers and blockchain, allowing users to perform a wide range of actions with Virtual Assets. The Wallet Service allows the use of payment methods: replenishment and withdrawal in Fiat Money.
- 6.4. Rents a server for AI staking allows you to receive additional rewards for using our services.
- 6.5. Deposits, withdrawals, exchanges, and transfers of Virtual Assets are conducted on the basis of Requests that are placed by Users according to these Terms. These transactions may be delayed due to errors in the Blockchain networks or other unforeseen factors that

- are beyond our control. We will use our best efforts to resolve the situation and conduct the transactions as quickly as possible.
- 6.6. Such transactions as deposits, withdrawals, exchanges, and transfers of Virtual Assets cannot be canceled. Once Transaction Details have been sent to the Virtual Asset Network, we cannot cancel or otherwise modify Your Transaction or Transaction Details.
 - 6.7. Before using the Services, You have to deposit Virtual assets to Your User Account.
 - 6.8. You can withdraw Virtual assets at any time at Your sole discretion subject to limits, provided there are enough Virtual Assets to cover the applicable Fees.
 - 6.9. You are solely liable for the accuracy of information required for carrying out a transfer, withdrawal, and other transaction (i.e. addresses, tags, and any other required credentials). We strongly advise You to always double-check the accuracy of information provided by You for getting Services.
 - 6.10. You also acknowledge that the transfer of any Virtual Assets to an incorrect address or the transfer of any type of Virtual Asset that is not supported by the Banger Network will result in the irreversible loss of such Virtual Assets. We shall bear no liability for any such loss of Virtual Assets.
 - 6.11. Conducting transactions in the Banger Network is subject to certain Fees, which may be debited from Your User Account.
 - 6.12. In order to prevent unauthorized use of Banger Network, You agree not to leave Your phone/device which You use to access Banger Network unattended.
 - 6.13. You have access to Your User Account only through the methods that You used when registering Your User Account.
 - 6.14. If you lose access to your phone/device or Your User Account, you must notify us immediately. Otherwise, we cannot guarantee the safety of your assets.
 - 6.15. If You lose Your phone/device and/or access to Your phone number and/or email address, in order to restore access to Your User Account, You should contact Banger Network Support, go through the identification process, and provide all proof that the phone/device and/or phone number and/or email address belong to You. We reserve the right to deny restoration of access to Your Account in cases where the evidence provided is insufficient.
 - 6.16. Blockchain networks are decentralized peer-to-peer networks that are not owned, controlled, or operated by us. You agree and understand that the underlying protocols of the Blockchain networks are subject to bugs, forks, hacker attacks, changes, or other unforeseeable influences beyond our control which may result in loss of Your Virtual Assets. We cannot be held responsible for such losses.
 - 6.17. We cannot guarantee that transactions sent by You to provide one of the Services will be validated on the applicable Network. You agree and understand that the transactions You send may not be validated or may be materially delayed by the relevant Virtual Currency Network used to process the transaction.
 - 6.18. We cannot guarantee the execution of the Request under the Initial Terms in the event that Your transaction has been delayed by the relevant Virtual Currencies network used to process the transaction.
 - 6.19. We provide you with a wide range of Virtual Assets. At the same time, we reserve the right to terminate support for any Virtual Asset (delisting) and notify You via the Website and Banger Network. You will have one month from the date of such notification to withdraw such Virtual Assets. In case if after the mentioned term expiry funds are not withdrawn, such funds will be irretrievably lost and will not be subject to recovery/refund / compensation to the User.

7. Obligations and Liability

- 7.1. You use the Banger Network at Your own discretion and responsibility.
- 7.2. The Banger Network is provided on an “AS IS” and “AS AVAILABLE” basis.

- 7.3. You are responsible for the security of Your passwords and we cannot be held responsible for their loss by You or any unauthorized access to Your assets which may result from such loss. We cannot be held responsible for any harm caused to You as a result of phishing attacks.
- 7.4. You are responsible for any harm caused by Your actions.
- 7.5. You are responsible for your own net income taxes. For the avoidance of doubt, the term Taxes includes Transaction Taxes.
- 7.6. You are obliged:
- 7.6.1. to be in compliance with the laws of the country in which You reside and with Your obligations under these Terms and Conditions;
 - 7.6.2. to provide the safety of all data required to access Your User Account;
 - 7.6.3. keep away unauthorized actions of Third Parties and prevent Your loss of the data required to access Your account;
 - 7.6.4. do nothing that may pose a threat to the normal operation of the Service;
 - 7.6.5. do not distribute any information and/or computer programs that contain computer viruses or other dangerous components equivalent to them;
 - 7.6.6. not to endanger the property, health, and safety of countries, individuals, and legal entities.
 - 7.6.7. not to engage in illegal or fraudulent operations.
- 7.7. We are not responsible for:
- 7.7.1. the accuracy of the data transmitted by You;
 - 7.7.2. interruptions or lack of access to the Banger Network, if any, through no fault of ours;
 - 7.7.3. any act or omission by You, as well as acts or omissions by third parties;
 - 7.7.4. power failures, data transmission or connectivity problems, or Internet access, which are not attributable to us;
 - 7.7.5. infringement of Third Parties' rights as a result of Your actions while using the Service;
 - 7.7.6. loss of data required to access a User Account.
- 7.8. We shall not be liable for any direct, indirect, incidental, special or punitive damages, including but not limited to damages for loss of profits, data, goodwill, business interruption, any other commercial or intangible losses resulting from:
- 7.8.1. Your use of the Banger Network;
 - 7.8.2. unauthorized access, use, or alteration of Your transactions or content, if such unauthorized access by Third Parties occurred as a result of Your actions (inaction).
- 7.9. You agree to comply with all applicable laws, including but not limited to securities and financial markets laws, anti-money laundering and anti-counterfeiting laws, consumer protection laws, and financial laws. We will not be liable for any violations of law by You.

8. Sanctions policy

- 8.1. If You are resident or registered in a country that is included in international sanctions lists and/or the use of the Services contradicts the laws of the country where You are resident/registered, You are not allowed to use the Banger Network.

9. Force Majeure

- 9.1. You agree that Banger Network will not be liable for delays, performance failures or service interruptions which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/ or software, other catastrophe, or any other occurrence which is beyond our reasonable control.

10. Intellectual property right

- 10.1. All text, graphics, patents, editorial content, data, formatting, graphics, drawings, HTML, images, software, and other content of the API, the Website, etc. (Collectively, “Proprietary Material”) that You see or read on the Site belong to us.
- 10.2. Proprietary Material is protected.

11. Termination of Terms

- 11.1. The Agreement shall continue for as long as You have a Banger Network account.
- 11.2. You can terminate these Terms of Use and close Your User Account at any time at Your sole discretion.
- 11.3. Before closing Your User Account, all Your assets have to be withdrawn to external wallets. Once the User Account is closed in a normal regime and without violation of these Terms of Use, the User will have 10 (ten) business days from the date of submission of the User Account cancellation request to withdraw all funds from the User Account. In case after the mentioned term expiry funds won't be withdrawn, such funds will be irretrievably lost and will not be subject to recovery/refund/compensation to the User.
- 11.4. Your relationship with us and Your use of the Banger Network may be subject to the laws, regulations, and rules of governmental or regulatory authorities in Your or our jurisdiction (“Applicable Law”). By entering into this agreement, You agree to act in compliance with and be legally bound by any applicable law.