

Terms of Use

Effective Date: 20.12.2024

Welcome to Hype!

Hype, accessible via hype.fun, is a decentralized finance (DeFi) platform currently operating on a devnet and transitioning to the mainnet. These Terms of Use govern your access and use of our platform, services, and features. By using Hype, you agree to these Terms. If you do not agree, you must refrain from using the platform.

1. Eligibility

- You must be at least 18 years old to use Hype.
- By accessing the platform, you represent and warrant that your use complies with all applicable laws and regulations in your jurisdiction.

2. Platform Overview

- Hype enables users to create, mint, burn, and trade tokens linked to social media accounts. These tokens are based on publicly available data and are not affiliated with or endorsed by the owners of the social media accounts.
- The platform operates independently, and users bear full responsibility for the tokens they create and the activities they conduct on Hype.

3. User Responsibilities

d. Fees and Payments

- Hype charges a 1% fee for minting and burning tokens, with a minimum fee of 0.1 USDC. Token creation fees may vary and will be displayed at the time of creation.

a. Compliance with Laws

- Users must ensure that their activities on Hype comply with all applicable local, national, and international laws.
- You agree that you will not access, use, or attempted to access or use, Hype.fun directly or indirectly with jurisdictions Hype.fun has deemed high risk, including but not limited to USA, Russia, Cuba, Iran, North Korea, or Syria or as may be identified as being sanctioned as prescribed by United States of America, United Kingdom, European Union or United Nations, including but not limited to those on the sanctions lists maintained by the U.S. Office of Foreign Assets Control.

b. Account Security

- You are responsible for safeguarding your account credentials, including your wallet address and private keys. Hype is not liable for any unauthorized access to your account.

c. Content and Tokens

- Users are solely responsible for the tokens they create, including ensuring they do not infringe upon the rights of third parties.

4. Prohibited Activities

Users may not:

- Use Hype for any unlawful or fraudulent purpose.
- Create or trade tokens that violate the intellectual property, privacy rights, or other legal rights of others.
- Attempt to exploit vulnerabilities in the platform's smart contracts or infrastructure.
- Engage in any form of harassment, abuse, or spamming within the Hype ecosystem.

Users may not:

- Use Hype for any unlawful or fraudulent purpose.
- Create or trade tokens that violate the intellectual property or privacy rights of others.
- Engage in activities that compromise the security or functionality of the platform.

5. Disclaimers

- Hype operates in the DeFi space, which involves inherent risks such as price volatility, potential loss of funds, and smart contract vulnerabilities. Users are advised to conduct their own research and exercise caution when participating in token activities.
- Hype provides a decentralized platform and does not guarantee the performance, value, or legality of any token created or traded on the platform.
- The platform does not offer investment advice or financial guarantees. Users engage in token-related activities at their own risk.
- Hype does not represent or claim affiliation with any social media accounts associated with the tokens.

6. Limitation of Liability

- Hype is not liable for any damages, losses, or claims arising from the use of the platform, including but not limited to token trading, account security breaches, or disputes over token ownership.
- The platform is provided "as is" without warranties of any kind, express or implied.

7. Indemnification

- You agree to indemnify and hold Hype, its affiliates, and their respective officers, directors, and employees harmless from any claims, losses, or damages resulting

from your use of the platform, violation of these Terms, or infringement of any third-party rights.

8. Modifications to the Platform and Terms

- Hype reserves the right to modify, suspend, or discontinue any part of the platform at any time without prior notice.
- These Terms may be updated from time to time. Changes will be effective upon posting, and continued use of the platform constitutes acceptance of the updated Terms.

9. Governing Law and Dispute Resolution

- These Terms are governed by the laws of the United Arab Emirates (UAE).
- Any disputes arising from these Terms or your use of the platform will be resolved through binding arbitration in accordance with the rules of the Dubai International Arbitration Centre (DIAC).