

# Terms & Conditions

freedrop.me

Last Updated on Oct. 2, 2018

**PLEASE READ AND UNDERSTAND THESE TERMS & CONDITIONS (“Terms”) THOROUGHLY BEFORE USING [www.freedrop.me](http://www.freedrop.me).**

## Definitions

1. Client: Any individual or entity that utilize FreeDrop to promote, advertise and execute their airdrop campaigns and token airdrops.
2. User: Any individual or entity who in any way uses FreeDrop to browse, scrape, crawl or use its content or to join available Airdrop campaigns.
3. “You”, “Your”, “Yours”: Clients and Users collectively.
4. FreeDrop: freedrop.me
5. “We”, “Us”, “Our”: Owner of FreeDrop
6. Airdrop: Any Token Airdrop or distributions for any purpose.
7. Airdrop campaign conditions: Conditions of airdrop campaigns including but not limited to the total airdrop token amount allocated for an airdrop campaign, the amount of airdrop tokens allocated per each activity (e.g. 5 tokens for joining telegram or 5 tokens for sharing twitter) constituting an airdrop campaign, airdrop campaign period and airdrop activity period (the length of time users must participate in airdrop activities to be eligible to earn tokens), and the airdrop token distribution date posted on FreeDrop.
8. Earned airdrop tokens: The token amount earned but not yet distributed to the Users.
9. Distributed airdrop tokens: The token amount earned and distributed to the Users.

These Terms are applicable to your use of FreeDrop and any services provided by or on FreeDrop. In addition these Terms will also be applicable to all information provided to you or provided by you on or via FreeDrop. By accessing FreeDrop, you declare and acknowledge that you have read and understood the Terms before using FreeDrop and that you are legally bound by, and agree to comply with, these Terms. These Terms together with our privacy policy separately published on FreeDrop will govern your use of FreeDrop. **If you do not understand or if you do not agree with our Terms or any part of our Terms with relation to the use of FreeDrop, you should refrain from using or accessing FreeDrop.**

## General

1. You understand and accept that FreeDrop provides a paid airdrop service for Clients who promote, advertise and execute fully automated airdrop campaigns via FreeDrop, and a free service for Users who participate in such airdrop campaigns and earn airdrop tokens accordingly.
2. We exclusively own FreeDrop and no rights beyond those granted in these Terms will be permitted.
3. You understand and accept that we neither hold, store or distribute airdrop tokens to Users nor are we responsible for any undistributed airdrop tokens of Clients to Users. We only track the User’s participations (i.e. join telegram or follow twitter) in airdrop campaigns and record the numbers of earned tokens through these participations.
4. We are not responsible for KYC of any airdrop campaign published and executed on FreeDrop. KYC is the sole responsibility of Clients if required by applicable laws.

5. Airdrop tokens are solely distributed by and the responsibility of the Clients who utilize FreeDrop to provide their airdrop campaigns to the Users in accordance with their own airdrop-campaign conditions published on FreeDrop including but not limited to the date and method of distributing air-drop tokens to Users or any KYC requirements.
6. We are not responsible for any false representations by you or any consequent Damages or Losses occurring from such false representations.
7. Subject to the acceptance and continuing adherence to these Terms, we provide to you a limited, non-exclusive, non-transferable license to access and use FreeDrop and any services provided by or on FreeDrop.
8. You agree to abide by any and all applicable laws in all applicable jurisdictions.
9. Any User using FreeDrop on behalf of another person, entity or organization must be an authorized representative with the authority to bind such person, entity or organization to these Terms. You are hereby agreeing that, by using the Services, you are binding their represented person, entity or organization to these Terms. You shall not impersonate any other individual, person or entity on FreeDrop.
10. You agree that you are solely responsible for your actions when using FreeDrop and any services provided by or on FreeDrop, including the actions of any respective employees and agents that use FreeDrop as a representative of you.
11. Any conflicts or disputes arising between you and other Users or Clients must be resolved directly between you and such Users or Clients, and you assume any and all risk associated with dealing with other Users or Clients.
12. You agree not to use FreeDrop and any services provided by or on FreeDrop for any unauthorized, illegal or fraudulent purposes or to impersonate any other individual, person or entity.
13. You agree not to display or transmit any unlawful, harmful, hateful, racially or ethnically objectionable material of any kind through the use of FreeDrop and any services provided by or on FreeDrop. This includes distribution of any files containing viruses, corrupted or malicious files, or any other similar programs, as well as interfering with or disrupting in any way FreeDrop's functionality.
14. Registrations and accounts made by you on FreeDrop are non-transferable and cannot be exchanged unless expressly stated otherwise.
15. You expressly agree and consent that any content (including, without limitation, data, materials, posts, ratings, etc.) submitted by yourselves or your representatives on FreeDrop ("Materials") may be used by FreeDrop, for any purposes, through the offering of the services and in any associated activities with third parties.
16. We do not claim ownership of any Materials that you post on or through FreeDrop. However, you hereby grant to FreeDrop a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use the Materials that you post on or through FreeDrop, subject to our Privacy Policy located on FreeDrop.
17. We do not in any way guarantee the confidentiality of your Materials. You therefore are responsible for your own Materials, and assume all risks associated with the submission of such Materials.
18. We retain the right to, at any time and at our sole discretion, remove Materials from FreeDrop for any reason.
19. You represent, warrant and confirm to us that you own and/or are authorized by the applicable owner(s) to post all Materials on FreeDrop and will not post any such Materials without the express consent of the owner(s) of such Materials.
20. You may under no condition assign these Terms or any rights or benefits contained in these Terms to another party. If any provision of these Terms is held invalid by any applicable law, rule, order or regulation of any government, or by the final determination of a court of competent jurisdiction, such invalidity will not affect the enforceability of any other provisions of these Terms not held to be invalid.

21. In order to use FreeDrop, you must be at least 18 years of age.

#### USER TERMS

1. It is your responsibility to read and understand the airdrop campaign conditions of each airdrop campaign posted on FreeDrop prior to joining any airdrop campaign.
2. You hereby understand and agree that it is not our responsibility to distribute your earned airdrop tokens in reward to your participation in any and all airdrop campaigns posted and published on FreeDrop and you shall submit any inquiries or requests as to the airdrop token distribution to you from the Clients to the Clients directly using their contact information published on FreeDrop.
3. To be eligible to receive airdrop tokens of a Client, you have to abide by all campaign rules required by the Client including but not limited to the length of period you have to participate in the airdrop campaign (e.g. join Telegram until the end of Token Sale). If you are detected and confirmed to have breach any of the campaign rules, your airdrop tokens may not be distributed by the Client.
4. Any dispute between you and the Client including but not limited to the receipt of airdrop tokens from the Client, compliance issues with the Client's airdrop campaign conditions, eligibility of receiving airdrop tokens from the Client shall be resolved between you and the Client directly, and we are not responsible for either resolving or assisting the resolution.
5. You shall not use multi-accounts, cheat (e.g. bots), or carry out any kind of spamming or behave in a manner which Clients deem offensive or inappropriate when participating in airdrop campaigns.
6. You hereby acknowledge and agree that all information including but not limited to your name, wallet address and email address you submit at the time or after you register with FreeDrop is accurate, up to date, and genuine.

#### CLIENT TERMS

1. It is your sole responsibility to distribute your airdrop campaign's airdrop tokens to the Users based on the 'earned token numbers per Users' data submitted by us in accordance with your pre-determined airdrop token schedule published as part of your airdrop campaign conditions on FreeDrop.
2. It is your sole responsibility to ensure that their airdrop campaigns and airdrop token distributions are in full compliance with the applicable laws.
3. You acknowledge, agree and ensure that all information including but not limited to your name, wallet address, email address, project name, project contact, airdrop campaign conditions that you provide in relation to registering at or purchasing airdrop service at FreeDrop are accurate, up to date, and genuine.
4. It is your responsibility to ensure the accuracy and completeness of your airdrop campaign conditions published on FreeDrop. Resolving any dispute with Users arising from your omission, inaccuracy or incompleteness of your airdrop campaign conditions shall be your sole responsibility.
5. Any dispute between you and the User including but not limited to the distribution of airdrop tokens to the User, the User's compliance issues with your airdrop campaign conditions, the User's eligibility of receiving airdrop tokens from you shall be resolved between you and the User directly, and we are not responsible for either resolving or assisting the resolution.
6. You shall not in any event impersonate another ICO project and run an airdrop campaign under a false project name.
7. You shall use FreeDrop for no other purposes than promoting and executing their airdrop campaigns.

8. The Purchase Terms published separately on FreeDrop shall govern the terms and conditions of your purchase of products and services offered by or on FreeDrop and when you make your purchase you acknowledge and agree that you have read and understood the Purchase Terms.

#### NO WARRANTIES & LIMITATION OF LIABILITIES

1. All Materials and Services provided on FreeDrop are presented “as is” and without any warranties or conditions, whether express or implied. We disclaim any statutory or other warranties and conditions, either implied or explicit. This includes, but is not limited to, implied warranties or conditions of merchantability, non-infringement, title, accuracy or security, and fitness for a particular purpose.
2. We do not guarantee and neither responsible for the accuracy, veracity and fulfillment of airdrop campaign conditions including but not limited to the total airdrop token amount offered, the airdrop token amount allocated per each airdrop activity (e.g. join telegram or share tweets), and the airdrop token distribution schedule of each airdrop campaign published and offered on FreeDrop. Ensuring the accuracy, veracity, and fulfillment of these conditions are the sole responsibility of the Clients.
3. You hereby acknowledge and agree that we are not responsible for any alteration, modifications, cancellations or discontinuance with respect to any airdrop campaign or airdrop campaign conditions posted on FreeDrop.
4. We are not liable for any Damages or Losses arising from false airdrop campaigns where Clients impersonate other legit project teams and run airdrop campaigns under false project names for whatever purposes or motives. Consequently we are not responsible for compensating the earned airdrop tokens of Users who participated in such false airdrop campaigns.
5. Jurisdictions that do not allow for the exclusion of particular warranties may not be subject to certain limitations contained in this Agreement.
6. Your use of FreeDrop is completely your responsibility and at your own risk. We are not responsible for the accuracy or veracity of the information contained on FreeDrop, and in no case will be held liable for any Damages or Losses associated with the reliance on the Contents and Services provided by or through FreeDrop.
7. You understand and agree that we do not warrant that FreeDrop is always accessible, available, fully functional, free from errors, uninterrupted or free from viruses. We will exert or reasonable best efforts to maintain a proper level of accessibility and security of FreeDrop.
8. You understand and agree that we do not warrant that information that may be transferred via our website or during your use of our website shall never be temporarily lost or unavailable.
9. We shall have no liability whatsoever for any Damages or Losses arising from, or related to, the inaccuracy of information submitted, modified or updated by you at the time or after you register with FreeDrop including but not limited to your name, email address, wallet address, project name, project contact, airdrop campaign conditions, social media account information or any other information required to use FreeDrop and any services provided by or on FreeDrop.
10. We shall have no liability whatsoever for any Damages or Losses arising from, or related to, any access or use by you of FreeDrop, the Services, the Materials or any transactions of any kind initiated by you on FreeDrop and, without limitation, including any Damages relating to you travelling to, attending or participating in any Events.
11. In no event shall we be liable for any Damages or Losses arising from or in any way connected with the use of electronic communication or for any failure or delay in the delivery of electronic communication, any interception or manipulation of the electronic communication by third parties or computer programs used for electronic communication, any misdirected, altered, lost or corrupted electronic communication or any other errors or omissions in any way connected to the use of electronic communication.

12. In the event that we are not able to invoke the limitation of liability as set forth in this article, our liability shall in no event exceed the aggregate amount of USD \$100. This limitation of liability shall not apply in case the damages are a result of a deliberate act or gross negligence on the part of us.

#### FORCE MAJEURE

We shall not be liable or responsible for any failure, delay, interruption or inaccuracy with relation to the use of FreeDrop and any services provided by or on FreeDrop arising from or in connection with any occurrence beyond our reasonable control, including but not limited to, flood or other natural disaster, governmental restrictions, software malfunctions, work stoppages, accidents, loss or malfunction off utilities or computer services, strikes, acts of war, lockouts or any other occurrence beyond our reasonable control.

#### INDEMNIFICATION

To the extent allowable pursuant to applicable law, you shall indemnify and hold us harmless against all liabilities, claims, costs, expenses, including reasonable attorney fees or other obligations whatsoever due to or arising out the use or your inability to use FreeDrop, the use of the contents and service on FreeDrop, a breach of these Terms, an infringement of third party rights or an infringement of legislation and regulation.

#### INTELLECTUAL PROPERTY RIGHTS

1. All content or other material available on FreeDrop, including but not limited to, software, images, text, layouts, arrangements, displays, illustrations, documents, materials, audio and video clips, (collectively, the "Contents"), are the property of FreeDrop and are protected by copyright or other proprietary intellectual property rights under applicable Korean law.
2. Users may not copy, sell, resell, display, reproduce, publish, alter, modify, create derivative works from, transfer, distribute or otherwise commercially exploit in any manner any Contents appearing on FreeDrop, except as otherwise expressly permitted in these Terms.
3. Users may not decompile, disassemble, reverse-engineer or otherwise access the source code for any software associated with or used in connection with FreeDrop.
4. We reserve all rights not expressly granted herein to FreeDrop, and any associated Contents.
5. Any information collected by us will be treated in the manner described in the Privacy Policy located on FreeDrop, and we will not be responsible or liable for such information's use or disclosure to any third party who is granted access through the Privacy Policy.
6. Your content and information posted on FreeDrop will be treated as non-confidential and non-proprietary.

#### TRADEMARKS

1. All the rights, title and interest in and to each of the logos, trademarks, brand name, slogan, motto and service marks (collectively, the "Marks") that appear on FreeDrop or otherwise appear with relation to the use of FreeDrop are our property and are protected under applicable Korean and Foreign laws.
2. We shall retain all rights, title and interest in and reserve the right to control the use of Marks presently existing or hereafter established that are presented on FreeDrop or otherwise appear with relation to the use of FreeDrop.
3. It is possible that other parties provide us with their trademarks, service marks or logos. Such trademarks, service marks or logos shall be the property of the parties who provided their

trademarks, service marks or logos. In addition the parties who provided their trademarks, service marks and logos shall retain all the rights, title and interest in and to each of such trademarks, service marks and logos that may be presented on FreeDrop or otherwise appear with relation to the use of FreeDrop.

### THIRD PARTY CONTENT

1. Any references to third parties, links to third party websites or documents, or information obtained from third parties including but not limited to, Facebook links, Twitter links, Telegram links or any other links that is contained on FreeDrop are provided “as is” and are not under our control. We therefore cannot be held responsible or liable for any of such third party content originating from or contained by such sources.
2. We are not responsible for the reliability, accuracy, legality or any other aspects of third party content or the performance of such content, and cannot be held liable for any Loss or Damages caused by your reliance on such sources of information. It is your responsibility to assess the fitness of the information and content provided by these sources for their particular uses, and you access and rely on such information at their own risk.
3. We make no warranties of any kind, express or implied, and to the maximum extent permitted by applicable law with regard to the third party links that are provided on FreeDrop, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement.
4. By using FreeDrop, you expressly release, remise and discharge us from any and all liability arising from any use by them of any third party website or any third party content.
5. You understand that third parties may, at any time, alter or revoke data, content, materials or software made available on their sites, and you expressly agree and consent that any such actions by a third party does not constitute a breach of these Terms.

### TERMINATION

1. With or without cause and/or notice and at any time, we may terminate your access to all or any part of FreeDrop and services provided by or on FreeDrop.
2. This Agreement is terminated when you make a request to remove, cancel, terminate or delete your Account through FreeDrop.
3. If Users are detected and identified as using multi-accounts, cheat (e.g. bots), or carrying out any kind of spamming or behaving in a manner which Clients deem offensive or inappropriate when participating in their airdrop campaigns may lead to immediate termination of this Agreement and as a result your access to FreeDrop will be banned permanently and the Clients may cancel or revoke your earned airdrop tokens and/or forfeit your distributed airdrop tokens in accordance with the Clients’ airdrop campaign conditions.
4. If Clients are detected and identified as utilizing FreeDrop to create false airdrop campaigns by which they impersonate other ICO projects and damage the reputation of such projects or benefit in any ways for any purposes, this Agreement shall be immediately terminated and your access to FreeDrop will be banned permanently.
5. We shall not be liable to you for any Damages or Losses arising from or in relation to the termination of this Agreement.
6. We reserve the right to remove you from the subscribers list at our absolute and sole discretion.

### MODIFICATIONS OF TERMS

1. We reserve the right to make changes or modify these Terms from time to time and without notice at our absolute and sole discretion. The latest version of these terms and conditions is available on FreeDrop.
2. If you continue to make use of our website you accept the changes and modification of the Terms. We strongly advise you to consult these Terms regularly in order to stay informed about the latest changes and modification of these Terms.

#### GOVERNING LAW

1. These Terms shall be governed and construed in accordance with the law of Korea (Republic of Korea).
2. Clients, users and we expressly consent, submit and attorn to the jurisdiction of the Korean courts for all purposes of these Terms and their interpretation, performance and enforcement.
3. Any dispute arising out of or in connection with these Terms will be subjected to the competent court of Korea.

#### SUPPORT

1. If you have any questions about the Terms, FreeDrop or Contents presented on FreeDrop, please contact us via [contactus@freedrop.me](mailto:contactus@freedrop.me).
2. If you have any complaints about FreeDrop or Contents presented on FreeDrop, send them to [contactus@freedrop.me](mailto:contactus@freedrop.me). We shall exert our best efforts to reply to your complaints within a reasonable time. In the event you submit a complaint, we strongly advise you to provide a clear description of your complaint so that we can reply adequately.