

Terms of Use

Last updated: May 26, 2025

Introduction

When using and accessing the Hilter website (our or this “Website”), you agree to the following terms of use as they may be changed, supplemented or updated from time to time (collectively “terms”), as well as any and all applicable laws and regulations. Read the following terms and conditions carefully. If you do not agree to all of these terms, do not use this Website or any information, links or content contained on this Website. Your access to and use of this Website constitutes your acceptance of and agreement to abide by each of the terms set forth below including our Privacy Policy which is hereby incorporated in these terms by reference. If you are using our Website on behalf of your organization, that organization accepts these terms.

These terms may be changed, supplemented or updated by Hilter (“we”, “us” or “our”) in its sole discretion at any time without advance notice. We recommend visiting the Terms of Use from time to time. Your continued use of this Website will confirm your acceptance of these terms as modified, changed, supplemented or updated by us. If you do not agree to such revised terms you must stop using this Website and all information, links or content contained on this Website.

Third Party Content

We may display third-party content, advertisements, links, promotions, logos and other materials on our Website (collectively, the “Third-Party Content”) for your convenience only. We make no representations or warranties of any kind regarding such Third-Party Content, including, without limitation, the accuracy, validity, legality, copyright compliance, or decency of such content. Your use of or interactions with any Third-Party Content, and any third party that provides Third-Party Content, are solely between you and such third parties and we are not responsible or liable in any manner for such use or interactions. We are not responsible for any of the content on third party sites linked to our Website nor can it be assumed that we have reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

User Content

If you post, upload, input, provide or submit your personal data to us, including without limitation, your name, email address, IP address, cryptocurrency address, text, code or other information and materials or create an account on our Website (collectively, your “User Content”), you must ensure that the User Content provided by you at that or at any other time is true, accurate, up to date and complete.

You are responsible for maintaining the confidentiality of your User Content and any of your non-public information. Furthermore, you are entirely responsible for any and all activities that occur under your account (if any). You agree to notify us immediately of any unauthorized use of your User Content, account or any other breach of security. We will not be liable for any loss or damages that you may incur as a result of someone else using your User Content or account, either with or without your knowledge. However, you could be held liable for losses incurred by the Hilter Parties (as defined below) or another party due to someone else using your User Content or account. You may not use anyone else’s User Content or account at any time without the permission of such person or entity.

Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content. Furthermore, if we have reason to believe that there is likely to be a breach of security, breach or misuse of our Website or if you breach any of your obligations under these terms or the Privacy Policy, we may suspend your use of this Website at any time and for any reason.

Software

When we host or link to any software and enable you to access and use such software through our websites including this Website, then these terms of use will apply to such access and use, as well as any license agreements that we may enter into with you. Any software that is hosted or used on our websites is the exclusive property of Hilter or its affiliates.

Intellectual Property

Hilter retain all right, title and interest in and to this Website and its products and services, including all copyrights, patents, trade secrets, trademarks, other intellectual property rights, trade names, logos, slogans, custom graphics, button icons, scripts, videos, text, images, software, code, and other material available on our Website and nothing on this Website may be copied, imitated or used, in whole or in part, without our or the applicable licensor's prior written permission. Hilter reserves all rights not expressly granted.

Any unauthorized reproduction is prohibited.

You must not otherwise reproduce, adapt, store, transmit, distribute, print, display, commercialize, publish or create derivative works from any part of the content, format or design of this Website.

Hilter does have the right to use information and material posted to the site and affiliated sites by you, the user. Hilter will cite the source of information when necessary and use best practices in protecting any users intellectual property rights.

Acceptable Use Policy

You must only use the content or services provided through this Website for their stated purpose. You must not use this Website to:

- (a) publish, post, send, upload, submit, display or disseminate any information or material and/or otherwise make available or engage in any conduct that is unlawful, discriminatory, harassing, libelous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable;
- (b) display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise violate or breach any applicable laws, regulations or code of practice;
- (c) interfere or violate the legal rights (such as rights of privacy and publicity) of others or violate others use or enjoyment of this Website;
- (d) violate any applicable laws or regulations;

(e) use this Website or links on this Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from using this Website or links on this Website or that could damage, disable, overburden or impair the functioning of this Website or our servers or any networks connected to any of our servers in any manner;

(f) create a false identity for the purpose of misleading others or fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an authorized user of this Website or a Hilter representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;

(g) mislead or deceive us, our representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes omissions of information;

(h) disguise the origin of any material transmitted through the services provided by this Website;

(i) violate, infringe or misappropriate any intellectual or industrial property right of any person (such as copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party) or commit a tort;

(j) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property;

(k) send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorized advertising or promotional material;

(l) access any content, area or functionality of this Website that you are prohibited or restricted from accessing or attempt to bypass or circumvent measures employed to prevent or limit your access to any content, area or functionality of this Website;

(m) obtain unauthorized access to or interfere with the performance of the servers which host this Website or provide the services on this Website or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers;

(n) attempt to gain unauthorized access to any services or products, other accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means;

(o) obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website or its services;

(p) harvest or otherwise collect, whether aggregated or otherwise, data about others including e-mail addresses and/or distribute or sell such data in any manner;

(q) use any part of this Website other than for its intended purpose; or

(r) use this Website to engage in or promote any activity that violates these term.

Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend and hold harmless us and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (collectively, the “Hilter Parties”) from and against all claims, damages, liabilities, losses, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your access to or use of our Website, products or services; (ii) your User Content; (iii) any Feedback you provide; or (iv) your violation of these Terms.

We reserve the right to exercise sole control over the defense, at your expense, of any claim subject to indemnification pursuant to these terms. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Hilter.

Disclaimer

THE MATERIALS AND RELATED GRAPHICS PUBLISHED ON THIS WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION CONTAINED ON THIS WEBSITE. THE HILTER PARTIES MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, ITS PRODUCTS, SERVICES AND/OR THE MATERIALS DESCRIBED ON THIS WEBSITE AT ANY TIME.

Our articles, videos, social media posts, blog posts or the posting of information on our website regarding any company, should not be construed as an endorsement or recommendation of that company for any purpose whatsoever. Each investor should consider whether any investment opportunity is appropriate given their investment objectives and current financial circumstances. Any person considering any investment whatsoever is encouraged to consult with their own investment or financial advisor, accountant and/or attorney beforehand. You should thoroughly review the complete offering materials for any investment opportunity, particularly all risk factors, prior to investing in any offering.

General

These terms control the relationship between you and us. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don’t take action right away, this doesn’t mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, the term will be modified such that it is enforceable and this will not affect any other terms contained herein.

If you have any questions regarding these terms, please contact us at support@hilter.com.