



The Simpl3r: Bounty Hunters Terms and Conditions

You are here because you would like to be a Bounty Hunter and take action to protect “The Program”. These are our terms and conditions which you need to read to ensure you understand the cause you are fighting for.

Becoming a Bounty Hunter comes with risks, and you should understand that there are inherent risks associated with using internet-based digital assets such as NFTs and cryptocurrency. Proceed at your own risk.

1 Our Disclosures

Our complete terms and conditions are contained below, but some important points for you to know before you become a customer are set out below:

- You assume inherent risks in purchasing a Bounty Hunter NFT set out in the Assumption of Risk clause;
- We may amend these Terms and your Membership at any time, by providing written notice to you and if you do not agree with the amendment, you may terminate your Membership in accordance with these Terms;
- We will handle your personal information in accordance with our privacy policy, available [here](#);
- To the maximum extent permitted by law, the purchase amount of your Bounty Hunters NFT is non-refundable;
- You agree that we own and will automatically receive a percentage of your sale proceeds of your Bounty Hunters NFT and you waive any rights you may have to that percentage and release us from any Liability in connection with such sale proceeds;
- Our liability under these Terms is limited to 100% of the price you pay for your Bounty Hunters NFT, and we will not be liable for Consequential Loss, any loss that is a result of a Third Party Service, any Liability in connection with your Bounty Hunters NFT, any loss or damage suffered by you as a result of any maintenance, upgrades and improvements to Our Community, any Liability in connection with the Bounties, unless such Liability is caused or contributed to by our negligence;
- You agree to indemnify us for any Liability we incur due to your breach of the Acceptance and Licence clause, Membership clause, Warranties clause and the Intellectual Property clause of these Terms;
- Where we terminate your Membership for your breach of these Terms, you agree to pay us our reasonable additional costs directly arising from such termination; and
- You are solely responsible for any taxes which are imposed by any government authority on you in connection with your Membership including any taxes which apply to your participation on the Simpl3r Platform, Credits rewarded to you, and as a result of any compensation received by you under these Terms.

Nothing in these terms limit your rights under the Australian Consumer Law.

2 Introduction

- 2.1 These terms and conditions (**Terms**) are entered into between Scooptix Pty Ltd ABN 67 654 280 887 (**we, us or our**) and you, together the **Parties** and each a **Party**.
- 2.2 We bring you the Bounty Hunters NFT collection which has been designed to connect our Bounty Hunters community with Simpl3r, our platform for creators to build, engage and grow their communities (**Simpl3r Platform**), collectively **Our Community**. By purchasing a Bounty Hunters NFT, you become a Bounty Hunter and have an exclusive membership where you can gain VIP access to the Simpl3r Platform, an ability to stake your Bounty Hunters NFT to receive Credits, bonuses, access to the Bounty DAO and more (**Membership**).
- 2.3 In these Terms, **you** means the person or entity who has purchased a Bounty Hunters NFT.
- 2.4 If you are purchasing a Bounty Hunters NFT on behalf of your employer or a business entity, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity’s personnel to these Terms.

3 Assumption of Risk

- 3.1 By purchasing a Bounty Hunters NFT, you assume risks including:
 - (a) to the extent there is a price or market for a blockchain asset such as an NFT, such markets and prices are extremely volatile, and variations in the price of other digital assets could materially and adversely affect the value of any digital

asset you own, including your Bounty Hunters NFT, and there is no guarantee that your Bounty Hunters NFT will have or retain any value;

- (b) risks that are associated with using digital assets (including NFTs and cryptocurrencies) including the risk of software, digital asset wallet provider and network failures, the risk of malicious software or code introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital “wallet” or elsewhere, and we will not be responsible for any of these, however caused;
- (c) changes or upgrades to the Solana blockchain including a hard fork or compromise;
- (d) the risk of losing access to your Bounty Hunters NFT due to loss of private key, custodial error or other errors;
- (e) the risk of hacking, security weaknesses, fraud, counterfeiting, and cybersecurity attacks;
- (f) legal or regulatory changes or interventions; and
- (g) risks related to taxation.

3.2 You acknowledge and agree that you have obtained sufficient information to make an informed decision to purchase the Bounty Hunters NFT and that you are solely responsible for determining the nature, potential value, suitability and appropriateness of any assumed risks in purchasing the Bounty Hunters NFT.

3.3 You agree that we will have no liability for any Liability suffered by you in connection with your Bounty Hunters NFT unless such Liability is caused or contributed to by our negligence.

4 Acceptance and Licence

4.1 You accept these Terms by purchasing a Bounty Hunters NFT.

4.2 You must be at least 18 years old to purchase a Bounty Hunters NFT.

4.3 We may amend these Terms at any time, by providing written notice to you and/or publishing a new version on our Site. By clicking “I accept” or continuing to use your Membership after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may terminate your Membership in accordance with the “Cancellation of Membership” clause.

4.4 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, royalty-free, revocable, worldwide, non-transferable and non-sublicensable licence to use your Bounty Hunters NFT in relation to your Membership in accordance with these Terms. All other uses are prohibited without our prior written consent.

4.5 As a Bounty Hunter, you must not do or attempt to do anything that is unlawful or inappropriate in relation to your use of your Membership, including:

- (a) anything that would constitute a breach of an individual’s privacy (including uploading private or personal information without an individual’s consent) or any other legal rights;
- (b) link a digital asset wallet or blockchain address that has been or is being investigated by any regulatory authority;
- (c) defame, harass, threaten, menace or offend any person, including sending unsolicited electronic messages;
- (d) tampering with or modifying anything in Our Community (including by transmitting viruses and using trojan horses);
- (e) modifying any smart contracts including any underlying code or script in relation to your Bounty Hunters NFT;
- (f) using data mining, robots, screen scraping or similar data gathering and extraction tools in Our Community; or
- (g) facilitating or assisting a third party to do any of the above acts.

5 Bounty Hunters NFT

5.1 You may purchase a Bounty Hunters NFT on the Magic Eden Marketplace by connecting your Solana-compatible digital asset wallet and transacting in SPL tokens.

5.2 You agree that your purchase of your Bounty Hunters NFT is subject to the Magic Eden Marketplace [terms and conditions](#) or any other marketplace terms where you purchase your Bounty Hunters NFT.

5.3 To the extent permitted by law, you agree that the purchase amount of your Bounty Hunters NFT is non-refundable.

5.4 Your Bounty Hunters NFT:

- (a) is a dynamic and utility packed NFT which you may customise by purchasing attributes on BountyBazaar, our marketplace;
- (b) may include additional functionality, content or access to goods, services and/or experiences such as access to the Simpl3r Platform;
- (c) may be unique, part of a limited collection, and is redeemable only once to access the Simpl3r Platform;
- (d) may be subject to additional terms or qualifications as stated in the description of the Bounty Hunters NFT on the Magic Eden Marketplace; and

(e) are subject to applicable laws.

5.5 You may sell your Bounty Hunters NFT on the Magic Eden Marketplace or any other compatible digital asset marketplace or platform.

5.6 You agree that we have title to and will automatically receive a percentage of your sale proceeds of your Bounty Hunters NFT under clause 5.5.

5.7 You agree to waive any rights you may have in relation to such sale proceeds and release us from any Liability in connection with such sale proceeds.

6 Your Membership

6.1 You may receive benefits by having and/or staking your Bounty Hunters NFT including:

(a) Credits which you may receive and can be used on the Simpl3r Platform;

(b) staking rewards;

(c) Dynamic NFT customisations;

(d) bonuses for every Bounty Hunt NFT staked for marketing, sales and engagement hub plans on the Simpl3r Platform;

(e) higher affiliate and collaboration manager commission rates on the Simpl3r Platform; and

(f) access to the Bounty DAO so you may vote on community projects, and contribute to Our Community (together, the **Bounty Hunters NFT Benefits**).

6.2 We agree to use our best endeavours to make your Membership available at all times. However, from time to time we may perform reasonable scheduled and emergency maintenance, upgrades and improvements in relation to Our Community, and your Membership may be unavailable during such times.

6.3 Should you have any questions or issues impacting on your use and enjoyment of your Membership, you must place a request via email or in the #support-ticket Discord channel. We will endeavour to respond to any support requests in a reasonable period.

6.4 You acknowledge and agree that your Membership may be reliant on, or interface with third party systems that are not provided by us (for example, the Solana blockchain network, NFT marketplaces, digital asset wallet providers, cloud storage providers, and internet providers) (**Third Party Services**). To the maximum extent permitted by law, we shall have no liability for any Liability for any Third Party Services, or any unavailability of any Bounty Hunters NFT Benefit due to a failure of the Third Party Services.

6.5 To the maximum extent permitted by law, we shall have no liability for any Liability to you for any loss or damage suffered by you as a result of any scheduled or emergency maintenance, upgrades and improvements to Our Community that affects or causes your Membership to be unavailable.

6.6 All personal information you provide to us will be treated in accordance with our Privacy Policy.

6.7 We may need to change what is available as part of your Membership (for example, the inclusions, exclusions, updated features) from time to time. If we change what is available as part of your Membership, we will provide you with 30 days' notice of the change. After 30 days, we will apply the changes to your Membership. If the changes substantially and adversely affect your enjoyment of the Membership, you may cancel your Membership in accordance with the 'Cancellation of Memberships' clause.

6.8 We may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as required by law, or to investigate a potential violation of these Terms. In such cases, we may, at our sole discretion, suspend your Membership during such process.

7 Simpl3r Platform and Bounties

7.1 You may use your Bounty Hunters NFT to connect and interact with the Simpl3r Platform. We may use other APIs including Discord API and any Solana-compatible digital asset wallet provider API. Your use of such APIs is subject to their respective terms and conditions.

7.2 You must register on the Simpl3r Platform and create an account to access the Simpl3r Platform's features and carry out work or services in relation to Bounties posted by other users of the Simpl3r Platform.

7.3 You agree that:

(a) by agreeing to carry out work or services in relation to Bounties, you enter into an agreement with the user who posts the Bounty and that we are not party to such agreement nor are liable for any Liability in relation to such agreement;

(b) your use of the Simpl3r Platform is subject to the Simpl3r Platform terms and conditions [here](#);

(c) you may be compensated in Credits or access lists for carrying out works or services in relation to Bounties and the Credits will be transferred to your linked digital asset wallet by us **OR** the user who posted the Bounty;

(d) you will attempt to resolve any dispute in relation to Bounties directly with the user who posted the Bounty in accordance with Our Community guidelines or code of conduct; and

(e) we will have no liability for any Liability in connection with the Bounties unless such Liability is caused or contributed to by our negligence.

8 Intellectual Property

8.1 You acknowledge and agree that any Intellectual Property or content (including copyright and trademarks) in the Art, Name and Likeness, Our Community including the Simpl3r Platform (**Our Intellectual Property**) will at all times vest, or remain vested, in us.

8.2 Subject to your compliance with these Terms, we grant you a personal, non-exclusive, revocable, worldwide, royalty-free, non-transferable and non-sublicensable licence and right to use Our Intellectual Property solely for your personal use (including display your Bounty Hunters NFT) for the time which you legally own your Bounty Hunters NFT. You must not exploit Our Intellectual Property for any other purpose, nor allow, aid or facilitate such use by any third party. You may only access Our Intellectual Property on your personal device, and you may not use Our Intellectual Property for any commercial purpose unless we have provided you with our written consent.

8.3 You must not, without our prior written consent:

- (a) copy, in whole or in part, any of Our Intellectual Property;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of Our Intellectual Property to any third party; and
- (c) breach any intellectual property rights connected with Our Community, including (without limitation) altering or modifying any of Our Intellectual Property, downloading Our Intellectual Property, causing any of Our Intellectual Property to be framed or embedded in another website, or creating derivative works from any of Our Intellectual Property.

8.4 Nothing in the above clause restricts your ability to publish, post or repost Our Intellectual Property on your social media page or blog, provided that:

- (a) you do not assert that you are the owner of Our Intellectual Property;
- (b) unless explicitly agreed by us in writing, you do not assert that you are endorsed or approved by us;
- (c) you do not damage or take advantage of our reputation, including in a manner that is illegal, unfair, misleading or deceptive; and
- (d) you comply with all other terms of these Terms.

8.5 This clause will survive the termination or expiry of your Membership.

9 Warranties

9.1 You represent, warrant and agree that:

- (a) you will not use or attempt to use another person's Bounty Hunters NFT (unless authorised in writing by the owner of the relevant Bounty Hunters NFT);
- (b) you will not use or modify our Intellectual Property including the Art, Name and Likeness in any way unless expressly permitted under these Terms;
- (c) you will not sell, distribute for commercial gain, or otherwise commercialise Our Intellectual Property including the Art, Name and Likeness;
- (d) you will not attempt to (whether successfully or unsuccessfully) trademark, copyright or otherwise acquire any rights in our Intellectual Property;
- (e) distribute spam including sending or airdropping unrequested digital assets to other members of Our Community;
- (f) use your Membership – including through disseminating any software or code or interacting with any API – that could damage, disable, overburden or impair the function of Our Community in any manner;
- (g) there are no legal restrictions preventing you from entering into these Terms;
- (h) all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
- (i) use or interact with Our Community for money laundering, terrorist financing or other illicit finance;
- (j) reverse engineer, duplicate, decompile, disassemble or decode any aspect of Our Community, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area or code of Our Community; and
- (k) use or interact with Our Community:
 - 1) from a country sanctioned by the government of the United States of America or Australia or to facilitate transactions involving individuals sanctioned by the government of the United States of America or Australia or located in sanctioned countries;

- 2) including Our Intellectual Property, in any way that competes with or is detrimental to Our Community;
- 3) to create, sell, or buy NFTs or other items that give the owner any rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments; and
- 4) to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorisation, and/or any other illegally obtained items.

10 Australian Consumer Law

- 10.1 Certain legislation, including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010 (Cth)*, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Membership by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).
- 10.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Consumer Law Rights as a consumer under the ACL. You agree that our liability for any Liability in relation to the Membership provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.
- 10.3 Subject to your Consumer Law Rights, we exclude all express and implied warranties, and all material, work and services (including the Membership) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.
- 10.4 This clause will survive the termination or expiry of your Membership.

11 Liability

- 11.1 Despite anything to the contrary, to the maximum extent permitted by law:
 - (a) you agree to indemnify us for any Liability we incur due to your breach of the Acceptance and Licence clause, Membership clause, Warranties clause and the Intellectual Property clause of these Terms;
 - (b) we agree to indemnify you for any Liability you may suffer in relation to any personal injury, death or property damage directly caused by our negligence or criminal conduct;
 - (c) neither Party will be liable for Consequential Loss;
 - (d) each Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party or any of that Party's personnel, including any failure by that Party to mitigate its losses; and
 - (e) except for any Liability under clause (b), our aggregate liability for any Liability arising from or in connection with these Terms will be limited to 100% of the price you paid for your Bounty Hunters NFT.
- 11.2 This clause will survive the termination or expiry of your Membership.

12 Termination

- 12.1 **Cancellation of Memberships:** You may request to cancel your Membership at any time by notifying us via email. Your cancellation will take effect immediately as soon as we process your request and burn your Bounty Hunters NFT.
- 12.2 A Membership will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 5 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party.
- 12.3 Should we suspect that you are in breach of these Terms, we may suspend your Membership while we investigate the suspected breach.
- 12.4 Upon expiry or termination of your Membership:
 - (a) we will remove your access to the Simpl3r Platform; and
 - (b) where we terminate your Membership for your breach of these Terms, you agree to pay us our reasonable additional costs directly arising from such termination.
- 12.5 Termination of a Membership will not affect any rights or liabilities that a Party has accrued under these Terms.
- 12.6 This clause will survive the termination or expiry of your Membership.

13 General

- 13.1 **Assignment:** Subject to the below clause, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 13.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 13.3 **Communications:** We may contact you via channels including via Discord, text message, email or via the Simpl3r Platform.
- 13.4 **Disputes:**
If you are a person or entity in Australia

A Party may not commence court proceedings relating to a dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties agree to engage a mediator to attempt to resolve the dispute. The costs of the mediation will be shared equally between the Parties.

If you are a person or entity outside Australia

A Party may not commence court proceedings relating to any dispute without first meeting with the other Party to seek (in good faith) to resolve the dispute, failing which the Parties may proceed to arbitration in accordance with the Australian Centre for International Commercial Arbitration (**ACICA**) rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

- 13.5 **Entire Terms:** Subject to your Consumer Law Rights, these Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 13.6 **Force Majeure:** To the maximum extent permitted by law, we shall have no Liability for any event or circumstance outside of our reasonable control.
- 13.7 **Governing law:** These Terms are governed by the laws of Western Australia, Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia, Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 13.8 **Notices:** Any notice given under these Terms must be in writing addressed to us at the details set out below or to you at the details provided in your Account. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 13.9 **Privacy:** Each Party agrees to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 13.10 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 13.11 **Taxes:** You are responsible and liable for all taxes and charges which are imposed by any government authority on you in connection with your Membership including determining what, if any, taxes apply to transactions you participate in on the Simpl3r Platform, Credits rewarded to you, staking rewards, reporting any income or withholdings taxes which may be due as a result of payments or compensation received under these Terms. We are not responsible for determining the taxes that apply in connection with your Membership.
- 13.12 **Third party sites:** Our Community may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites. If you purchase goods or services from a third party website linked from Our Community, such third party provides the goods and services to you, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites via a link on Our Community (**Affiliate Link**) or for featuring certain products or services on Our Community. We will make it clear by notice to you which (if any) products or services we receive a benefit to feature on Our Community, or which (if any) third party links are Affiliate Links.

14 Definitions

- 14.1 **Art** means any art, graphics, images, designs, logos, taglines and drawings that may be associated with any Bounty Hunters NFT including your Bounty Hunters NFT which you have Bounty Hunters NFT Rights.
- 14.2 **Bounties** means the tasks, activities, projects, work, services posted by members of the Simpl3r Platform.
- 14.3 **Bounty Hunters NFT** means a non-fungible SPL token which is part of the Bounty Hunters NFT collection.
- 14.4 **Consequential Loss** includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
- 14.5 **Credits** are SPL utility tokens receivable by you for staking your Bounty Hunters NFT.
- 14.6 **Intellectual Property** means copyright, registered or unregistered designs, patents or trademarks, any domain names, know-how, inventions, processes, trade secrets or confidential information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.
- 14.7 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising,

whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Terms or otherwise.

14.8 Membership means your membership to Our Community by owning your Bounty Hunters NFT including your interactions with Our Community, your access and usage of the Simpl3r Platform, and your use and enjoyment of the Bounty Hunters NFT Benefits and any other benefit, access or right you may have by owning and using your Bounty Hunter NFT.

14.9 Name and Likeness means name, nicknames, images, likenesses, marks, copyrights, trade dress colours, trade dress designs, and any other Intellectual Property owned by us.

14.10 NFT means non-fungible token.

14.11 Our Community includes the Bounty Hunters community, the Simpl3r Platform, the BountyBazaar marketplace, any communication channels such as Discord, and any other interaction or platform in relation to your Membership.

14.12 Site means bountyhunters.gg.

For any questions or notices, please contact us at:

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Email: contact@simpl3r.com

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