



BOMB Money

Terms of Service



Overview

These terms & conditions apply to all websites and protocols provided by Bomb Money Incorporated ("we", "our", or "us") including but not limited to Bomb.Money, app.bomb.money, App.PegHub.com, PegHub.com, SnowPegs.com, CZPegs.com, bitBomb.io, and Bomb.App. These sites provide access to investments ("Products & Services") on decentralized protocols that allow users to earn rewards.

As well as the terms of service users must read the BOMB Money Risk Information document.

Terms of Use

Thank you for visiting a Bomb Money Incorporated website (the "Site"). Bomb Money Incorporated ("Bomb Money Incorporated", "we", "us", or "our") provides its Sites, products, and services (collectively, "the Service") to you, subject to the following terms of use ("Terms" or "this Agreement"). If you do not agree to these Terms, you must cease your use of this site, and you may not use any of the Products & Services.

We may update these Terms from time to time. Please ensure you check the Terms each time you access or use this site. If we make material changes to the Terms, we will post the revised Terms and the revised effective date at the bottom of these Terms. Your continued use of any of the Service after the date of any such changes become effective constitutes your acceptance of the new Terms.

Any personal information you provide will be used in accordance with our Privacy Policy.

No one at Bomb Money Incorporated is authorized to modify the Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of a written agreement signed by the CEO and Founder of Bomb Money Incorporated or delegate (confirmed via the CEO's company email address) as described above in the Terms, and any other purported modifications or alterations or conflicting terms will be null and void.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

Use of the Site

This Site, and the information which it contains, is the property of Bomb Money Incorporated and its affiliates and licensors, and is protected from unauthorized copying and dissemination.

The information contained on this Site is provided on an “as is” basis, without any knowledge as to your specific circumstances. The Site may become unavailable due to maintenance or malfunction of computer equipment or other reasons, and there may also be delays, omissions, or inaccuracies in information contained on the Site. The information on the Site does not constitute the rendering of legal, accounting, tax, or other such professional advice.

No part of the Site may be reproduced or transmitted in any form, by any means, electronic or mechanical, including photocopying and recording, except that Bomb Money Incorporated authorizes you to view, copy, download, and print documents available on this Site, provided that you use the documents solely for non-commercial, informational purposes, that you not modify the documents, and that you not remove copyright, trademark, and other proprietary notices.

Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any documents displayed on this Site, through the use of framing or otherwise, except as expressly permitted by these Terms or with the prior written permission of Bomb Money Incorporated.

Any information, including but not limited to remarks, suggestions, ideas, graphics, or other submissions communicated to Bomb Money Incorporated through this Site is the exclusive property of Bomb Money Incorporated. Bomb Money Incorporated is entitled to use any information submitted for any purpose, without restriction (except as stated in our Privacy Policy) or compensation to the person sending the submission. The user acknowledges the originality of any submission communicated to Bomb Money Incorporated and accepts responsibility for its accuracy, appropriateness, and legality.

Information that BOMB Money Incorporated publishes on this Site may contain references to products or services that are not available or approved by the appropriate regulatory authorities in your country. Such references do not imply that Bomb Money Incorporated intends to announce or make available such products or services to the general public or in your country.

When you connect your cryptocurrency wallet to any Bomb Money Incorporated application or site using a trusted service provider including but not limited to MetaMask or Wallet Connect, you accept and agree to be bound and abide by these Terms and all of the terms incorporated herein by reference.

Use of the Products and Services

You need a supported Web browser to access the Site and to use the Service. You acknowledge and agree that Bomb Money Incorporated may cease to support a given web browser and that your continuous use of the Site and Service will require you to download a supported Web browser. You also acknowledge and agree that the performance of the Site and Service is dependent on the performance of your computer equipment and your Internet connection.

Your online conduct and interaction with other users of the Site and Service should be guided by common sense and basic etiquette. Bomb Money may terminate your account or access to the Site or Service at any time, which may include the forfeiture and loss of any funds in your account (in Bomb Money's sole and unfettered discretion), for any conduct or activity that Bomb Money believes, in its sole and unfettered discretion, is illegal, violates the terms of this Agreement, or otherwise negatively affects the enjoyment of the Site and Service by other users. You acknowledge that Bomb Money is not required to provide you notice before terminating your access to the Service or the Site, which may include the forfeiture and loss of any funds in your account, but it may choose to do so.

You represent, warrant, covenant, and agree that (a) you are not located in, and you are not a national or resident of, any country to which the United States, United Kingdom, European Union, Australia, or Canada has embargoed goods and/or services of the same type as the Services ("Restricted Countries"), including without limitation Cuba, Iran, North Korea, Sudan, or Syria; and (b) you are not a person or entity, or owned by, under the control of, or affiliated with, a person or entity (i) that appears on the U.S. Office of Foreign Assets Control's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Palestinian Legislative Council List; (ii) that appears on the U.S. Department of State's Terrorist Exclusion List; (iii) that is subject to sanctions in any other country; or (iv) that is engaged in the design, development, or production of nuclear, biological, or chemical weapons, missiles, or unmanned aerial vehicles. You are not allowed to use the Service if we identify your IP address or address of residence or use of the Service as originating from any such country.

You further represent, warrant, covenant, and agree that (a) you will not use, trade, sell, or otherwise dispose of any item from this Site or the Service in any manner that is contrary to, or in violation of, any and all applicable national, federal, state, provincial, and local laws, statutes, regulations, rules, codes, ordinances, orders, or directives ("Applicable Laws"); (b) you have the full right and authority to use the Site and the Service and to be bound by these Terms; and (c) and you will at all times comply with Applicable Laws.

Investigation and Enforcement

Bomb Money Incorporated will have the right to investigate and prosecute violations of any term or provision of this Agreement or your use of the Site and Service, including without limitation possible infringement of any intellectual property rights and possible security breaches, to the fullest extent of the law. Bomb Money Incorporated may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement or other applicable law.

BY ACCEPTING THESE TERMS, YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD BOMB MONEY INCORPORATED HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BOMB MONEY INCORPORATED DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER Bomb Money Incorporated OR LAW ENFORCEMENT AUTHORITIES.

DISPUTE RESOLUTION - AGREEMENT TO ARBITRATE

Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

INFORMAL DISPUTE RESOLUTION: Most user concerns can be resolved by contacting Bomb Money Incorporated using the channels outlined on the Site. If Bomb Money Incorporated is unable to resolve your concerns and a dispute remains between you and Bomb Money Incorporated this Section explains how the parties have agreed to, and shall, resolve it.

You and Bomb Money Incorporated agree to make reasonable, good faith efforts to informally resolve any dispute before you initiate formal dispute resolution. You agree to send Bomb Money Incorporated a written notice that describes the nature and basis of the claim or dispute and sets forth the relief sought. Written notice to Bomb Money Incorporated must be sent via postal mail to 200 Bathurst Dr., Waterloo, Ontario, Canada, N2V 2L7 ("Notice Address").

FORMAL DISPUTE RESOLUTION: If Bomb Money Incorporated and you do not resolve the claim within sixty (60) calendar days after the Notice is received, then your options for formal dispute resolution depend upon your country of residence. This Section does not prevent you from bringing your dispute to the attention of any federal, state, or local government agencies that can, if the law allows, seek relief from us for you.

FOR RESIDENTS OF THE UNITED STATES & OTHER JURISDICTIONS THAT ENFORCE BINDING ARBITRATION: YOU AND BOMB MOMNEY INCORPORATED AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY BETWEEN YOU AND BOMB MONEY INCORPORATED ARISING IN CONNECTION WITH OR RELATING IN ANY WAY TO THESE TERMS OR TO YOUR RELATIONSHIP WITH BOMB MONEY INCORPORATED AS A USER OF THE SERVICE (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, AND WHETHER THE CLAIMS ARISE DURING OR AFTER THE TERMINATION OF THE SERVICE) WILL BE DETERMINED BY MANDATORY BINDING INDIVIDUAL (NOT CLASS, REPRESENTATIVE, OR ACTION) ARBITRATION. YOU AND Bomb Money Incorporated FURTHER AGREE THAT THE ARBITRATOR SHALL HAVE THE EXCLUSIVE POWER TO RULE ON HIS OR HER OWN JURISDICTION, INCLUDING ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, SCOPE OR VALIDITY OF THE ARBITRATION AGREEMENT OR TO THE ARBITRABILITY OF ANY CLAIM OR COUNTERCLAIM.

Arbitration is a proceeding before a neutral arbitrator, instead of before a judge or jury. Arbitration is less formal than a lawsuit in court, and provides more limited discovery. It follows different rules than court proceedings, and is subject to very limited review by courts. The arbitrator will issue a written decision and provide a statement of reasons if requested by either party. YOU UNDERSTAND THAT YOU ARE GIVING UP THE RIGHT TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR JURY.

YOU AND Bomb Money Incorporated AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER (OR IN A REPRESENTATIVE OR ACTION) IN ANY PURPORTED CLASS OR, REPRESENTATIVE, OR ACTION. Unless both you and Bomb Money Incorporated agree, no arbitrator or judge may allow more than one person's claims or otherwise preside over any form of a representative or class proceeding, and the arbitrator specifically does not have the power to alter this. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this Section's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

Unless Bomb Money Incorporated expressly agrees in writing to the contrary, the parties shall keep confidential all awards and orders in any arbitration pursuant to this section, as well as all materials in the arbitral proceedings created for the purpose of the arbitration and all other documents produced by another party in the arbitral proceedings not otherwise in the public domain; provided that the foregoing shall not prevent either party from making any disclosure of such to the extent that disclosure is required of a Party by a legal duty, to protect or to pursue a legal right, or to enforce or challenge an award in legal proceedings before the appropriate court or other judicial authority.

Absent a contrary decision of the arbitrator or otherwise required by applicable law, the parties agree that the seat and venue of the arbitration will be in Canada.

The language of the arbitration will be English.

The dispute will be resolved by the submission of documents without a hearing, unless a hearing is requested by a party or deemed to be necessary by the arbitrator, in which case, a party may elect to participate telephonically. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and Bomb Money Incorporated may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Nothing in this Section removes or limits Bomb Money Incorporated liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence, and, if required by applicable law, gross negligence. Additionally, notwithstanding this agreement to arbitrate, claims for infringement or misappropriation of the other party's patent, copyright, trademark, trade secret or other intellectual property rights shall not be subject to arbitration under this Section.

You or Bomb Money Incorporated may seek emergency equitable relief before a court located in Canada in order to maintain the status quo pending arbitration and you agree to submit to the exclusive personal jurisdiction of the courts located within Canada for such purpose. A request for interim measures shall not be deemed to be a waiver of the right to arbitrate.

FOR RESIDENTS OF THE EUROPEAN UNION & OTHER JURISDICTIONS THAT DO NOT ENFORCE THE BINDING ARBITRATION ABOVE: Any non-arbitrable disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the Canada.

This Section will survive termination of your account, investment, Products & Services with Bomb Money Incorporated and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or Bomb Money Incorporated. With the exception of any provision of this Section prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, any provision of this Section prohibiting arbitration on a class or collective basis is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor Bomb Money Incorporated will be entitled to arbitration.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and Bomb Money Incorporated will have no liability or responsibility with respect thereto. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Service.

General

These Terms will be governed by the laws, restrictions, regulations and rules of the Canada without regard to its conflict of law provisions. With respect to any disputes or claims that do not fall within the agreement to arbitrate, set out above, you and Bomb Money Incorporated agree to submit to the personal and exclusive jurisdiction of Canada. The failure of Bomb Money Incorporated to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms without the prior written consent of Bomb Money Incorporated but We may assign or transfer these Terms, in whole or in part, without restriction. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail or other electronic service (as described in Communication Services above).

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Bomb Money Incorporated as a result of these Terms or your use of the Service. Bomb Money Incorporated's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Bomb Money Incorporated's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by Bomb Money Incorporated with respect to such use.

Unless otherwise specified herein, these Terms constitute the entire agreement between the user and Bomb Money Incorporated with respect to the Service and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Bomb Money Incorporated with respect to the Service, except for any Terms of Token Sale into which you have entered with Bomb Money Incorporated. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Terms and all related documents be written in English.

Disclaimer of Warranty and Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, BOMB MONEY INCORPORATED MAKES NO WARRANTY OR REPRESENTATION AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES REGARDING THE SITE AND SERVICE, INCLUDING THAT THE SITE AND SERVICE WILL MEET YOUR REQUIREMENTS OR WILL WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE PROVIDED BY THIRD PARTIES, THAT THE SITE AND SERVICE WILL BE UNINTERRUPTED, WITHOUT PROBLEMS OR ERROR FREE, OR THAT ALL ERRORS IN THE SITE AND SERVICE WILL BE CORRECTED. Bomb Money Incorporated PROVIDES THE SITE AND SERVICE "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

YOU USE THE SITE AND SERVICE AT YOUR OWN RISK, AND THE SITE AND SERVICE MAY BE TERMINATED AT ANY TIME BY BOMB MONEY INCORPORATED OR THIRD PARTIES PROVIDING FACILITIES AND TECHNOLOGY FOR ITS OPERATION.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, BOMB MONEY INCORPORATED'S WARRANTIES AND REMEDIES (IF ANY) EXPRESSLY SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AVAILABILITY, PERFORMANCE, COMPATIBILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL Bomb Money Incorporated AND ITS SUPPLIERS OR LICENSORS HAVE ANY LIABILITY, WHETHER BASED IN CONTRACT, DELICT OR TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF, OR UNAUTHORIZED ACCESS TO, OR DISCLOSURE OF INFORMATION OR DATA, OR LOSS OF ANY UNREALIZED SAVINGS OR EXPECTED BENEFIT, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF THE SITE AND SERVICE, WHETHER FORESEEABLE OR NOT, AND EVEN IF BOMB MONEY INCORPORATED HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND BOMB MONEY INCORPORATED HEREBY DISCLAIMS ALL SUCH DAMAGES TO THE MAXIMUM EXTENT ALLOWED BY LAW. IN THE EVENT THAT BOMB MONEY INCORPORATED IS FOUND LIABLE TO PAY YOU ANY DAMAGES, INCLUDING REIMBURSEMENT OF EXPENSES LIKE ATTORNEYS' FEES, BOMB MONEY INCORPORATED'S TOTAL CUMULATIVE LIABILITY TO YOU UNDER THIS AGREEMENT SHALL NOT EXCEED \$100. THE ABOVE LIMITATIONS OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL ITS ESSENTIAL PURPOSE.

Applicable Law; Jurisdiction

These Terms and all Disputes (as defined below) are governed by and will be construed and enforced in accordance with the internal laws of the Canada without regard to choice-of-law rules. "Dispute" is a controversy, disagreement, or claim between the parties with respect to, arising out of, or relating to these Terms in any manner whatsoever, whether in contract or tort, or whether legal or equitable. Any non-arbitrable Disputes shall be subject to the exclusive jurisdiction of the courts of Canada which shall be the exclusive and mandatory venue and forum for any and all Disputes. You expressly, knowingly, and voluntarily consent to the personal jurisdiction and to the exclusive jurisdiction of Canada and their courts, and you waive any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens.

General Provisions

This Agreement is the entire and exclusive agreement between Bomb Money Incorporated and you regarding the Service, and this Agreement supersedes and replaces any prior agreements or understandings between Bomb Money Incorporated and you regarding the Site and Service.

We reserve the right to change or modify these Terms at any time and in our sole discretion. You agree and understand that by accessing or using the Site following any change to these Terms, you are agreeing to the revised Terms and all of the terms incorporated therein by reference.

Review the Terms each time you access the Site to ensure that you understand how the Terms apply to your activities on the Site.

If a particular provision of this Agreement is held to be invalid by a court of competent jurisdiction, the provision shall be deemed to be severed from this Agreement and shall not affect the validity of this Agreement as a whole, which shall remain in full force and effect.

You shall not assign or otherwise transfer this Agreement or any of your rights or obligations hereunder to any third party without the prior written consent of Bomb Money Incorporated, which consent is within Bomb Money Incorporated's sole and unfettered discretion. No assignment or delegation by you shall relieve or release you from any of your obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the Parties and their respective successors and permitted assigns. Bomb Money Incorporated shall be allowed to assign this Agreement to any third party without requiring your consent.

Nothing in this Agreement shall constitute a partnership or joint venture between you and Bomb Money Incorporated.

The failure of Bomb Money Incorporated to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement or any party hereof by Bomb Money Incorporated must be in writing and signed by an authorized representative of Bomb Money Incorporated.

Contact

If you have any concern, question or complaint regarding this Agreement, please contact info@bombmoney.com