

Towns (\$TOWNS) Token Airdrop Terms

Last Updated on March 19, 2025

1. Introduction. These Token Airdrop Terms (these “**Airdrop Terms**”) set forth the terms applicable to the token airdrop (the “**Airdrop**”) organized and made available by River Eridanus Association (“**Organization**”, “**we**” or “**us**”). These Airdrop Terms govern your ability to participate in the Airdrop. Please read these Airdrop Terms carefully, as they include important information about your legal rights. By participating in the Airdrop in any way, including by connecting a Wallet (defined below) to the website on or through which these Airdrop Terms are linked (“**Airdrop Site**”) or claiming any tokens made available by us through the Airdrop (“**Airdrop Tokens**”), you are agreeing to these Airdrop Terms. If you do not understand or agree to these Airdrop Terms, please do not participate in the Airdrop. For purposes of these Airdrop Terms, “you” and “your” means you as the participant in the Airdrop. If you participate in the Airdrop or otherwise claim Airdrop Tokens on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Airdrop Terms, and (b) you agree to these Airdrop Terms on the entity’s behalf. These Airdrop Terms are subject to, and are hereby incorporated by reference into, the Towns Terms of Use (“**Terms of Use**”); provided that in the event of a conflict between these Airdrop Terms and the Terms of Use, the Airdrop Terms will govern with respect to any matters arising from or related to the Airdrop or Airdrop Tokens.
2. Participation. To participate in the Airdrop, you will need to connect a compatible third-party digital wallet (“**Wallet**”) to the Airdrop Site and follow the directions on the Airdrop Site to claim any Airdrop Tokens for which you may be eligible. By connecting a Wallet, you agree that you are using the Wallet under and in accordance with the terms and conditions of the applicable third-party provider of such Wallet. Wallets are not associated with, maintained by, supported by or affiliated with the Organization. We accept no responsibility or liability to you in connection with your use of a Wallet, and we make no representations or warranties regarding how any specific Wallet will operate in connection with the Airdrop or whether a specific Wallet will be compatible to participate in the Airdrop. *The private keys necessary to access the assets held in a Wallet are not held by the Organization. The Organization has no ability to help you access or recover your private keys and/or seed phrases for your Wallet. You are solely responsible for maintaining the confidentiality of your private keys and you are responsible for any transactions signed with your private keys.*
3. Eligibility. We reserve the right in our sole discretion to determine whether any actual or potential participant in the Airdrop is eligible to participate in the Airdrop or otherwise access the Airdrop Site, or receive any specific amount of Airdrop Tokens through or in connection with any Airdrop. You are not eligible to participate in the Airdrop if you are a Prohibited Person (as defined below); if you breach any provision of these Airdrop Terms; or if we otherwise determine in our sole discretion that you are ineligible. Any such circumvention, or attempted circumvention, may permanently disqualify you from

participation in the Airdrop in our discretion. A “**Prohibited Person**” is any person or entity (whether or not formally incorporated or registered) that is (a) the subject of any economic or trade sanctions administered or enforced by any governmental authority, including being designated on any list of prohibited or restricted parties by any governmental authority, such as the U.S. Treasury Department’s list of Specially Designated Nationals, the U.S. Department of Commerce Denied Persons List Entity List, the E.U. Consolidated List of persons and the U.K. Consolidated List of Financial Sanctions Targets, (b) located in, a resident of, or organized in any jurisdiction or territory that is the subject of comprehensive country-wide or regional economic sanctions or has been designated as “terrorist supporting” by the United Nations or the governmental authority of the European Union, United Kingdom or the United States, or (c) owned or controlled, directly or indirectly, by any persons or entities listed in (a)-(b).

4. Your obligations and acknowledgements.

- 4.1. You agree and acknowledge that you may receive Airdrop Tokens for free (excluding applicable taxes, if any) via the Airdrop, subject to these Airdrop Terms, and that you are solely responsible and liable for all taxes in connection with your participation in the Airdrop. You should consult a tax advisor in connection with any Airdrop Tokens you receive.
- 4.2. You agree and acknowledge that you will comply with, and you are solely responsible for complying with, all applicable laws of the jurisdiction you are located or participating in the Airdrop from.
- 4.3. You agree not to engage in any activities that are designed to manipulate or subvert the Airdrop process in order to obtain more Airdrop Tokens than we determine in our sole discretion that you are entitled to receive.
- 4.4. You acknowledge and agree that no documentation, contributions system, or other materials or programs made available by us, our affiliates, or any third party created any expectation in or obligation to you with respect to any Airdrop Tokens or any other assets.
- 4.5. You agree and acknowledge that we may require and impose significant restrictions on the transferability of your Airdrop Tokens, including as we deem reasonably necessary to comply with applicable law (“**Transfer Restrictions**”). You agree not to transfer control of your Wallet to any third party, or otherwise take any actions to circumvent any such Transfer Restrictions on your Airdrop Tokens, if applicable.
- 4.6. You agree and acknowledge that you will not use a VPN or other tool to circumvent any technical restrictions that we may have implemented for Airdrop recipients.
- 4.7. You agree and acknowledge that you are not entitled to receive any set number or amount of Airdrop Tokens, and that we may restrict or limit the distribution of Airdrop Tokens in our sole discretion.

5. Your representations and warranties.

- 5.1. You represent and warrant that you are not a Prohibited Person.
- 5.2. You represent and warrant that you are the legal owner of the Wallet and any blockchain address that you use to access or participate in the Airdrop.

5.3. You represent and warrant that you were not previously promised any Airdrop Tokens, and that you have taken no action in anticipation of or in reliance on receiving any Airdrop Tokens or participating in an Airdrop.

6. Disclaimers; Limitation of Liability

6.1. Your participation in the Airdrop is at your own risk. You understand and agree that any Airdrop Tokens are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Organization, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Organization Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES RELATING TO TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, USAGE, QUALITY, PERFORMANCE, SUITABILITY OR FITNESS OF THE AIRDROP, AIRDROP SITE OR AIRDROP TOKENS FOR ANY PARTICULAR PURPOSE, OR AS TO THE ACCURACY, QUALITY, SEQUENCE, RELIABILITY, WORKMANSHIP OR TECHNICAL CODING THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN WHETHER LATENT OR PATENT. The Organization Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Airdrop, Airdrop Site, or Airdrop Tokens; (b) any harm to your computer system, loss of data, or other harm that results from your participation in the Airdrop or use of the Airdrop Site or Airdrop Tokens; (c) the operation or compatibility with any other application or any particular system or device, including any Wallets; (d) whether the Airdrop Tokens will be supported by or provide any utility or functionality in connection with any application or protocol; and (e) whether the Airdrop will be available on an uninterrupted, secure or error-free basis. Nothing contained in these Airdrop Terms constitutes, or is meant to constitute, financial, legal or other professional advice.

6.2. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN SECTION 6.3 BELOW. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

6.3. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE ORGANIZATION ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE AIRDROP), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE AIRDROP TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE AIRDROP, AIRDROP SITE, AIRDROP TOKENS, OR THESE AIRDROP TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE

ORGANIZATION ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE AIRDROP TERMS OR THE AIRDROP OR AIRDROP TOKENS. THE ORGANIZATION ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 6.4. All information provided through the Airdrop Site, or otherwise provided by the Organization in connection therewith, is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained on the Airdrop Site or obtained in connection with the Airdrop. Before you make any financial, legal, tax or other decisions involving the Airdrop, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. These Airdrop Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Airdrop Terms.

7. Assumption of Risks

- 7.1. By participating in the Airdrop, you represent that you have sufficient knowledge and experience in business and financial matters, including a sufficient understanding of blockchain technologies, cryptocurrencies and other digital assets, storage mechanisms (such as Wallets), and blockchain-based software systems to be able to assess and evaluate the risks and benefits of participating in the Airdrop. You acknowledge and agree that there are risks associated with purchasing, receiving, and holding cryptocurrency (including without limitation Airdrop Tokens) and using blockchain technology. These include, but are not limited to, risk of losing access to cryptocurrency due to slashing, loss of private key(s), custodial error or purchaser error; risk of mining or blockchain attacks; risk of hacking and security weaknesses; risk of unfavorable regulatory intervention in one or more jurisdictions, risk related to token taxation; risk of personal information disclosure; risk of uninsured losses; volatility risks; and unanticipated risks.
- 7.2. You agree and acknowledge that if you are unable to claim Airdrop Tokens, whether due to technical bugs, smart contract issue, gas fees, Wallet incompatibility, loss of access to a Wallet or the keys thereto, or for any other reason, you will have no recourse or claim against Organization Entities and that the Organization Entities will not bear any liability in connection therewith.
- 7.3. You agree and acknowledge that claiming Airdrop Tokens may require reliance on or an integration with third party products (e.g., a Wallet or an unaffiliated network or blockchain) that we do not control. In the event that you are unable to access such products or integrations, or if they fail for any reason, and therefore you are unable to participate in an Airdrop or claim Airdrop Tokens, you will have no recourse or

claim against any Organization Entities and the Organization Entities will not bear any liability in connection therewith. We are not responsible for any losses due to your errors, including an incorrectly constructed transaction.

- 7.4. You agree and acknowledge that the regulatory regime governing blockchain technologies, cryptocurrencies and other digital assets is uncertain, that new regulations or policies may materially adversely affect the potential utility or value of such cryptocurrencies and digital assets, and that there may be risks of new taxation related or applicable to the purchase, receipt, sale, or other disposition of cryptocurrencies and other digital assets, in each case including without limitation as applicable to Airdrop Tokens.
- 7.5. You agree and acknowledge that we cannot and do not control how third-party exchange platforms quote or value cryptocurrencies and other digital assets, including without limitation any Airdrop Tokens, and we expressly deny and disclaim any liability to you for or in connection with any losses you may incur as a result of fluctuations in the value of cryptocurrencies or other digital assets.
- 7.6. You agree and acknowledge that your use of Airdrop Tokens in connection with any software application, protocol, or other service or technology (including without limitation any Wallet) is solely at your own risk, and the Organization Entities disclaim all responsibility and liability for such use.
- 7.7. You agree and acknowledge that cryptocurrencies and other similar digital assets are neither (i) deposits of or guaranteed by any bank nor (ii) insured by the FDIC or by any other governmental agency or regulated entity.
8. Indemnification. By entering into these Airdrop Terms or otherwise participating in the Airdrop, you agree that you shall indemnify and hold harmless (and, at the Organization Entities' election, defend) the Organization Entities from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Organization Entities arising out of or in connection with your violation or breach of any term of these Airdrop Terms or any applicable law or regulation. If you are obligated to indemnify any Organization Entity hereunder, then you agree that the Organization (or, at its discretion, the applicable Organization Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether the Organization wishes to settle, and if so, on what terms, and you agree to fully cooperate with the Organization in the defense or settlement of such claim.
9. Miscellaneous. Nothing in these Airdrop Terms shall be construed to transfer any intellectual property rights from the Organization to you. These Airdrop Terms and the Terms of Use together contain the entire agreement between you and the Organization regarding the Airdrop, and supersede all prior and contemporaneous understandings between the parties regarding the Airdrop. We may modify these Airdrop Terms from time to time in which case we will update the "Last Revised" date at the top of these Airdrop Terms. The updated Airdrop Terms will be effective as of the time of posting, or such later date as may be specified in the updated Airdrop Terms. Your continued access or participation in the Airdrop after the modifications have become effective will be deemed your acceptance of the modified Airdrop Terms. These Airdrop Terms may be assigned by the Organization but may not be assigned by you without our prior express written consent. No waiver by either party of any breach or default hereunder shall be

deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Airdrop Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Airdrop Terms and shall not affect the validity and enforceability of any remaining provisions. Any disputes arising from or related to these Airdrop Terms or any Airdrop shall be governed by the laws of New York, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in the New York City, New York.

10. How to Contact Us. You may contact us regarding these Airdrop Terms by e-mail at help@towns.com