

Gunzscan Terms and Conditions

Last Updated: 29.03.2025

1. Introduction and Acceptance

1.1. **Overview.** These Terms and Conditions (“**Terms**”) between you (“you”, “your”, “User”) and POSEIDON 133 PTE. LTD., company incorporated under the laws of Singapore with registration number: 201502546D, registered address: 39 Robinson Road #14-01 Robinson Point Singapore (“Company”, “we”, “us”, “our”) govern your access to and use of our website: <https://gunzscan.io/> (the “**Website**”), all related services (collectively, the “**Service**”). For ease of reference, the term “**Gunzscan**” refers to the aggregate of the Website and the Service. The Gunzscan indexes publicly available blockchain data but does not control, validate, or alter blockchain networks.

1.2. **Acceptance of Terms.** By accessing Gunzscan, you agree to be bound by these Terms, our [Privacy Policy](#), and any additional policies incorporated herein. If you do not agree, please do not access or use Gunzscan. Continued use of Gunzscan constitutes your express agreement to these Terms.

1.3. **Definitions.** The following definitions shall apply to interpret these Terms:

- “**Content**” refers to all information, data, text, graphics, and other materials made available through the Gunzscan.
- “**Intellectual Property Rights**” means all present and future rights related to patents, copyrights, trademarks, trade secrets, and other proprietary rights.
- “**Blockchain Data**” means publicly accessible transaction records, wallet addresses, block confirmations, timestamps, and other information derived from decentralized blockchain networks, displayed on the Gunzscan for informational purposes.
- “**Scraping**” means automated extraction of data from the Website via bots, spiders, or other tools.
- “**Cryptocurrency**” means a digital asset secured by cryptographic protocols that operates on a decentralized, peer-to-peer blockchain network.

1.4. **Eligibility.** To use Gunzscan, you must be at least 18 years old and have full legal capacity to enter into binding agreements. If you are under the age of 18 or lack the legal capacity, use the Gunzscan with the explicit permission and supervision of your parent or legal guardian. In such cases, your parent or legal guardian must read and agree to these Terms on your behalf and will be responsible for all activities conducted through Gunzscan.

If you are a parent or legal guardian permitting a minor or someone without full legal capacity to use the Gunzscan, you agree to these Terms on their behalf and assume full responsibility for their compliance with these Terms.

If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the legal authority to bind such entity to these Terms. In such cases, the terms “User” “you” and “your” shall refer to both you as an individual and the entity you represent.

2. Scope of Service and Access

2.1. **Service Description.** Gunzscan provides Service which includes Blockchain transaction search (e.g., by hash, wallet address) and Public blockchain data display (e.g., timestamps, gas fees, block confirmations).

Gunzscan provides Blockchain Data for informational purposes only. The Company does not engage in regulated financial activities, including but not limited to:

- Offering investment, tax, or legal advice;
- Acting as a financial intermediary, broker, or exchange;
- Custodying, trading, or facilitating transactions of cryptocurrencies or other assets.

Blockchain Data displayed on the Website is publicly sourced and unverified. Such data does not constitute:

- A recommendation to buy, sell, or hold any cryptocurrency;
- An endorsement of any blockchain protocol, wallet, or transaction.

The Company reserves the right, at its sole discretion, to modify, update, or discontinue any aspect of the Gunzscan`s services and functionality at any time, with or without prior notice. Any such changes may affect the scope, features, or performance of the Gunzscan provided. Your continued use of the Gunzscan after such modifications constitutes your acceptance of the updated services and any revised Terms. All detailed terms of Service are provided on the relevant page of Gunzscan which shall be considered as part of these Terms.

The Company may, at its sole discretion, deploy bug fixes, error corrections, patches, and other improvements that may materially alter the core functionality of the Gunzscan ("**Updates**"). Any such Updates provided to you will automatically become part of the Gunzscan`s services under these Terms.

2.2. **Information Accuracy.** While the Company takes reasonable measures to ensure the accuracy of blockchain data displayed on the Gunzscan, we do not guarantee the accuracy, suitability, reliability, completeness, performance, or fitness of the Service or its content. You acknowledge that:

- Blockchain data is sourced from public, decentralized networks outside our control.
- The Company is not liable for any loss or damage arising from:
 - Inaccuracies, delays, or omissions in the Content;
 - Your inability to access the Gunzscan;
- Transmission failures of instructions or notifications.

The information on the Gunzscan is provided for informational purposes only, subject to change without notice, and is not intended as financial, legal, or investment advice.

2.3. Third-Party Integrations. The Gunzscan may include features provided by third-party vendors. Use of such features is subject to their terms and conditions, and we are not responsible for their content or performance.

2.4. Acceptable Use Policy. By using the Gunzscan, you agree to adhere to the following acceptable use guidelines. Your compliance with these provisions is a condition of your continued access to and use of the Gunzscan:

- **Lawful Use:** You shall use the Gunzscan exclusively for lawful purposes and in full compliance with these Terms, as well as all applicable local, state, national, and international laws and regulations.

- **Preservation of System Integrity:** You agree not to engage in any activity that may harm, disable, overburden, or otherwise impair the Gunzscan's infrastructure or its operation. This includes, but is not limited to, initiating any form of denial-of-service attack, distributing malware, or otherwise interfering with the performance of the Gunzscan.

- **Unauthorized Access Prohibition:** You shall not attempt to gain unauthorized access to the Gunzscan, its systems, networks, or any data or resources that you are not expressly permitted to access. Any such attempts may result in immediate legal actions.

- **Compliance with Guidelines:** You agree to comply with all usage guidelines, restrictions, and instructions provided by the Company from time to time, whether these are communicated via these Terms or through other official channels.

- **Information gathering:** You agree not to collect or gather the contact information or email addresses of other users through electronic or any other methods.

- **No Endorsement and Preservation of Proprietary Notices:** You agree not to imply that any of your statements or actions are endorsed by the Company unless expressly authorized, nor may you remove, alter, or obscure any copyright, trademark, or other proprietary notices appearing on the Gunzscan or related materials.

- **Investment Fraud:** Promoting fraudulent schemes (e.g., "pump-and-dump" crypto scams, fake airdrops) using blockchain data displayed on Gunzscan.

- **Money Laundering:** Using Gunzscan's transaction data to obfuscate illicit fund flows or evade sanctions (e.g., OFAC-prohibited jurisdictions).

- **Phishing or other types of scam:** Creating fake websites, emails, or social media accounts mimicking Gunzscan to deceive users into sharing private keys, recovery phrases, or payment details.

- **Scraping Prohibition:** You are strictly prohibited from using bots, crawlers, scripts, or other automated tools to extract, collect, or replicate data from Gunzscan without prior written consent. This includes bypassing technical safeguards (e.g., rate limits, CAPTCHA) or overloading our infrastructure. Violations may result in immediate termination of access and legal action under applicable laws, including Singapore's **Computer Misuse Act** and **Copyright Act**.

Failure to comply with these acceptable use provisions may result in:

- **Immediate suspension or termination** of your access to Gunzscan;

- **Technical measures** (e.g., IP blocking, bot detection) to prevent further violations;
- **Disclosure of your identity and activities** to law enforcement, regulatory agencies, or harmed third parties.
- **Civil claims** for losses caused to the Company or third parties;
- **Criminal prosecution** under applicable laws;
- **Regulatory penalties** for breaches of data protection, financial, or sanctions laws.

The Company reserves the right to recover **all reasonable costs** incurred in enforcing these Terms, including investigation fees, legal expenses, and damages.

3. Intellectual property rights.

3.1. Company's ownership. The Gunzscan, including any models, interfaces, algorithms, indexes or other software developed by the Company, along with all associated features, functionality, and tools, is protected by copyright, trademark, patent, trade secret, and other intellectual property laws of the Singapore and international jurisdictions. You acknowledge and agree that the Website and all related intellectual property rights are the exclusive property of the Company and its licensors. You are prohibited from removing, altering, or obscuring any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Gunzscan.

3.2. Trademarks. The company name, the term "Gunzscan" the company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Gunzscan are the trademarks of their respective owners.

4. Advertising, Promotions, and Third-Party Links

4.1. Advertising. The Gunzscan may display advertisements, banners, and pop-up messages from the Company and its affiliates or partners. By using the Gunzscan, you consent to the display and delivery of such advertisements, which may change without notice.

4.2. Third-Party Links. The Gunzscan's Content may contain links to, or otherwise enable access to, third-party websites, resources, services, or content that are not owned, operated, or controlled by the Company. User acknowledges and agrees that the Company does not endorse, monitor, verify, or assume any responsibility for:

- The availability, accuracy, legality, reliability, security, or business practices of such third-party websites, resources, or services;
- Any content, products, services, advertisements, or materials available on or through such third-party platforms;
- Any transactions, interactions, or disputes between Users and such third parties.

Access to third-party websites or services through the Gunzscan`s Content is provided for convenience only and does not constitute an endorsement, partnership, or affiliation between the Company and any third party. User assumes all risks associated with accessing or using such third-party platforms, and the Company expressly disclaims any liability for any loss, damage, or harm that may arise from such use.

The Company shall not be responsible or liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to data loss, financial loss, reputational harm, or security breaches, resulting from the use of third-party websites, resources, or services. User is advised to review the terms, policies, and practices of any third-party website or service before engaging with them.

5. Disclaimers and Limitation of Liability

5.1. Service Provided “AS IS.” The Gunzscan and its services are provided on an "as is" and "as available" basis, without any express or implied warranties of any kind. The Company expressly disclaims all warranties, whether express, implied, statutory, or otherwise, including but not limited to any warranties of merchantability, fitness for a particular purpose, non-infringement, title, or that the Gunzscan`s Content or services will be accurate, error-free, uninterrupted, secure, or free of harmful components. Users are solely responsible for verifying any information obtained through the Gunzscan before relying on it for any purpose.

5.2. No Guarantee of Uninterrupted Service. We do not warrant that the Gunzscan will be continuous, error-free, secure, or free of viruses, malware, or other harmful components.

5.3. Limitation of Liability. To the maximum extent permitted by law, in no event shall the Company, its affiliates, officers, directors, employees, contractors, licensors, or agents be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to lost profits, lost revenues, lost data, business interruption, reputational harm, or any other losses arising out of or in connection with:

- The use of, inability to use, or reliance on the Gunzscan or its Content;
- Any inaccuracies, errors, or omissions in the Gunzscan`s Content;
- Any third-party actions, services, or Content posted on the Gunzscan; or
- Any modifications, discontinuation, suspension, or termination of the Gunzscan or its services.

This limitation applies regardless of the legal theory of liability, whether based on contract, tort, negligence, strict liability, or any other cause of action, and whether or not the Company was advised of the possibility of such damages.

If, notwithstanding the foregoing, the Company is found liable for any claims arising from or related to the use of the Gunzscan, Company`s aggregate liability shall in no event exceed the amount of **\$500 (five hundred US dollars)**.

Some jurisdictions may not permit the exclusion or limitation of certain damages; in those cases, the limitations shall apply to the maximum extent permitted.

5.4. Risk Acknowledgment. You acknowledge that your use of the Gunzscan is entirely at your own risk and that you are responsible for implementing appropriate security measures for your devices and data.

6. Indemnification. You agree to indemnify, defend and hold harmless the Company, our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party using Gunzscan

7. Modification and Termination.

7.1. Modification to Terms. The Company reserves the exclusive right to amend these Terms at any time. The amended Terms will be published on the Gunzscan (<https://gunzscan.io>) with a revised "**Last Updated**" date in the header. Continued use of the Website or Services after the effective date of the revised Terms constitutes your acceptance of the changes. We recommend that you review these Terms periodically.

7.2. Access termination. The Company reserves the right to immediately suspend or terminate your access to the Gunzscan without prior notice if we have reasonable grounds to suspect that you have:

- Violated the Acceptable Use Policy;
- Engaged in any illegal activities using the Gunzscan; or
- Violated these Terms in any other way.

8. Governing Law, Jurisdiction, and Dispute Resolution

8.1. Governing Law. These Terms shall be governed by and construed in accordance with the laws of Singapore, without reference to any conflict of law principles. This means that regardless of where you reside or use our services, the laws of Singapore will exclusively apply.

8.2. Initial Negotiations. In the event of any dispute or claim arising out of or relating to these Terms or your use of the Gunzscan, both parties (i.e., you and the Company) agree to first attempt to resolve the matter through good faith negotiations. We encourage open communication and a mutual effort to settle any issues before proceeding further.

8.3. Mediation. If a resolution cannot be reached through negotiation, both parties agree to submit the dispute to mediation. The mediator shall be chosen by mutual agreement. If you and the Company are unable to agree on a mediator within a reasonable timeframe, the Company will

appoint a mediator on behalf of both parties. Mediation is intended to be a non-binding process aimed at facilitating an amicable resolution.

8.4. Binding Arbitration. Should mediation fail to resolve the dispute, the parties agree to resolve the matter through binding arbitration. The arbitrator will be selected by mutual agreement. If no mutual agreement can be reached regarding the selection of an arbitrator, the Company shall have the authority to appoint one.

8.5. Litigation as a Last Resort. In the unlikely event that both mediation and arbitration fail to resolve the dispute, either party may pursue litigation. Any such litigation shall be brought exclusively in the competent courts of Singapore.

8.6. Language of Proceedings. All negotiations, mediation sessions, arbitration hearings, and any subsequent litigation proceedings shall be conducted exclusively in the English language.

8.7. Time Limit for Claims. Any claim or cause of action arising from or relating to these Terms or the use of the Gunzscan must be initiated within one (1) year from the date the cause of action arises. If a claim is not brought within this timeframe, it will be deemed waived and barred.

9. Notices. Any notices or communications permitted or required under these Terms must be provided in writing by the Company. Such communications may be delivered by:

- sending an email to the address you have provided to our customer support; or
- posting on the Gunzscan.

For any notice sent via email, the date on which the email is transmitted shall be deemed the date of receipt.

10. Additional Provisions

10.1. Severability. If any provision of these Terms is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, in whole or in part, such provision shall be enforced to the maximum extent permitted under applicable law, and the remaining provisions shall continue in full force and effect.

10.2. Entire Agreement. These Terms, together with our Privacy Policy and any other documents expressly incorporated herein, constitute the entire agreement between you and the Company regarding the use of the Gunzscan.

10.3. Assignment. The Company may assign or transfer these Terms, in whole or in part, without notice. You may not assign or transfer any rights or obligations under these Terms without our prior written consent.

11.4. **Waiver.** The failure of the Company to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

11.5. **Headings.** Section headings are for convenience only and shall not affect the interpretation of these Terms.

12. Contact and Support

12.1. **Support.** For any questions, concerns, or issues regarding these Terms or the Service, please contact our support team at policy@gunbygunz.com.

12.2. **Feedback.** Any feedback you provide regarding the Gunzscan may be used by the Company for improving the Gunzscan without any obligation to you.