

Twitterwatcher's Terms and Conditions

Please read these Terms and Conditions (hereinafter **"Terms"** or **"T&C"**) carefully before using Our Tools (data or services provided via Our website <https://twitterwatcher.com> or through Our API, application programming interface, in the form of graphs, charts, alerts, raw data or provided in any other form – hereinafter **"Tools"** or **"Twitterwatcher"**).

"Black Swan Hunter", **"We"**, **"Our"** and **"Us"** refer to Black Swan Hunter Sp. z o. o., a company incorporated pursuant to the laws of Poland under court registration number (KRS) 0000858589 and having its registered office at Sygneczów 112, 32-020 Wieliczka, Poland. Your access to and use of the Tools is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Tools or Our website <https://twitterwatcher.com> (hereinafter **"You"** or **"User"**).

By accessing or using the Tools You agree to be bound by these Terms. If You disagree with any part of the Terms then You may not access the Tools.

Access to and use of the Tools or some parts of the Tools may be restricted to Users with individual accounts only. You may not obtain or attempt to obtain unauthorised access through any means to such parts of the Tools, or to any other protected information or materials not intentionally made available by Us for your specific use. A breach of this provision will be a breach of these Terms as well as may be an offence under respective provisions of law.

Risk Warning

The Tools may pertain to various instruments (hereinafter **"Instruments"**), i.e. cryptocurrencies, which have been selected taking into account market conditions at a given moment. Users acknowledge and agree that by their very nature, any investment Instruments is of a random nature and, therefore, any such investment constitutes a risky investment that is the sole responsibility of the User.

The Instruments are high-risk products that can fluctuate significantly and present a risk of capital loss and may not be suitable for all investors.

These Instruments are intended for experienced investors with specific knowledge, aware that the risk of loss can be up to the total amount invested or even exceed the initial investment.

It is specified that the past performance of an Instrument does not prejudice in any way its future performance.

It follows from the foregoing that Our liability can not be held directly or indirectly, particularly in the event of a financial loss, regardless of its amount.

You can sustain a loss of some or all of your initial investment. Do not invest money that you cannot afford to lose.

Seek education and gain experience before risking real money, however past performance does not guarantee future results.

General nature of information and data provided using Tools

Any information or data (including analyses) that may be part of our Tools reflect the opinions of analysts at a given point in time. These analyses are only intended to assist the User by providing information (e.g. for further analysis) and may be a product of an algorithm and not of a human made analysis. The decision to invest or not always ultimately falls into the User.

Users are clearly advised that at no time does Black Swan Hunter decide on their personal wealth and financial situation, or on the level of risk they would be willing to bear.

Black Swan Hunter does not exercise, in this context, a financial advisory service. All information is of a “general” nature and can not, under any circumstances, represent any personalized information or advice or any solicitation or inducement to the public or specifically to any User to buy or sell Instruments. In particular, with the help of the Tools, We also do not provide investment advisory services within the meaning of the relevant provisions of law. The Tools are not used to prepare and provide the User with a recommendation based on the needs and situation of the User regarding the purchase or sale of one or more financial instruments, or performing another action with equivalent effects, the subject of which are financial instruments, or a recommendation to refrain from performing such an action.

Any decision concerning a possible purchase or sale of Instruments is the sole responsibility of the Users, who recognize and accept it before any order is placed.

Consequently, Black Swan Hunter recommends that Users make an investment decision only after consulting a recognized financial professional or investment advisor who has knowledge and understanding of their financial and property situation.

Sources

The historical data used in our Tools (e.g. charts and alerts) come from external sources that are believed to be reliable.

The information and data used in the Tools come from:

- [Twitter.com](https://twitter.com)
- [Binance.com](https://binance.com)

Black Swan Hunter uses long tested and constantly monitored analysis systems, based on above mentioned data. However, We can not be held responsible in case of failure of

Titter.com or Binance.com to provide data, including for interruption or suspension of the services provided by Twitter.com or Binance.com or for the quality or reliability of such data.

Free use

Some Tools that We provide may be accessible free of any charge directly from our website <https://twitterwatcher.com> and without the need to create an individual account for a User and registering a User. We may decide in Our sole and absolute discretion which parts of the Tools are provided in such a manner and cease to provide such Tools at any time, without prior notice and without any liability.

Tools for Registered Users

Some Tools provided by Us may require an individual account to be created (hereinafter “**Premium Tools**”). Creation of an account and using Premium Tools may be subject to a fee. You may find the information about the scope of Premium Tools and current prices for using Premium Tools in Our price list available on this website (soon™). We may change the scope of the Premium Tools and their prices at our sole discretion. Any change to the scope of Premium Tools or the prices for Premium Tools may be effective from the next subscription period starting after the new prices are published in Our price list on the website provided above.

In order to create an account and be granted the right to use Premium Tools each User must:

- complete the application form available at <https://twitterwatcher.com>,
- provide the information required by the application form,
- pay the subscription fee in a manner accepted by Us (and described in the application form).

Any User in order to use Premium Tools has to accept that We may use external service providers in order to authenticate You as a User or in order to process payments. In such cases accepting terms and conditions of use of such external services providers may be necessary in order to obtain access to Premium Tools. The providers of such external services will be solely liable for the provision of such services and for any processing of Users data required for the provision of such services. We strongly advise You to read the terms and conditions and privacy policies of any web sites or platforms of external services providers that you use.

Once the Premium Tools are activated and paid, they are automatically renewed at the end of the subscribed period (month in our case) unless otherwise stated in this Terms. Users can cancel subscription to Premium Tools any time, with such cancellation being effective from the end of the current subscription period and the Premium Tools being available until the end of paid subscription period, but the subscription does not renew automatically.

We may also decide that some Tools are made available to the Users only after entering into a separate agreement individually negotiated between Us and the User.

Although we have introduced certain safeguards in order to keep the data of our Users secure, You are solely responsible for choosing a strong password or authentication method and for not disclosing your login and password to any third party.

Intellectual property rights

Any part of the Tools (including the website <https://twitterwatcher.com>, any data or information provided by this website or by API made available by Us, any images, graphics, sounds, video, software, API, know-how, registered or unregistered trademarks and other materials displayed or made available while using the Tools – together jointly as “**Materials**”) are protected by law. You may only use such Materials privately and cannot diffuse it in any other way than to the extent strictly necessary for Your own private use. Any reproduction, reverse engineering, decompilation, disassembly, alteration, distribution, modification or publication (e.g. on discussion forums, social networks, or any other medium) is prohibited, unless a prior consent in writing is given by Us. In the same way, any possible commercial use of the Tools or the information or data provided by the Tools is strictly excluded.

Ethical and fair use

You agree and undertake NOT to:

- impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity;
- use the Tools for illegal purposes;
- attempt to gain unauthorized access to the Tools or any of its parts or otherwise interfere or disrupt other computer systems or networks connected to the Tools;
- post, promote or transmit through the Tools any prohibited materials,
- use or upload, in any way, any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the data or damage or interfere with the operation of the Tools or another system or device connected to the Tools; and
- use the Tools in other way than in conformance with the Terms and any other applicable laws.

We reserve the right, but shall not be obliged to:

- monitor, screen or otherwise control any activity, content or material that you transfer or store using the Tools. We may in Our sole and absolute discretion, investigate any violation of the Terms contained herein and may take any action We deem appropriate (including taking down any content and material We deem to be in breach of these Terms or applicable law,
- prevent or restrict access of any User to the Tools,
- report any activity we suspect to be in violation of any applicable law, statute or regulation to the appropriate authorities, and to co-operate with such authorities; and
- request any information and data from You in connection with your use of the Tools.

Termination, suspension or modifications to the Tools

We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of, whether in whole or in part, the Tools and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing the Tools, with the proviso that such action in relation to Premium Tools will be effective from the end of the current period for which you have paid the subscription.

We may also bar access to the Tools (or any part thereof) immediately and without any prior notice in case of a breach of any of these Terms or where We believe that you have violated or acted inconsistently with any provisions of law or where we or any regulatory authority deem that it is not possible to continue providing the Tools.

Liability

Your use of Tools is at your sole risk. The Tools are provided on an 'AS IS' and 'AS AVAILABLE' basis, without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The tools for proper operation require an electronic device (computer, tablet, mobile phone with Internet access and a web browser and the ability to receive emails). We will make best effort to remove any errors or interruptions in the functioning of the Tools, however, as part of the delivery of the Tools, we do not provide any guarantee of a failure-free operation of Tools, level of their availability, or error removal time. Any complaints regarding the operation of the Tools should be reported to the email address: lukasz.wedel@twitterwatcher.com. We will try to respond to the submitted complaints no later than within 14 days of their receipt.

IN NO EVENT SHALL BLACK SWAN HUNTER OR ITS SUBSIDIARIES, AFFILIATES, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF OR INABILITY TO ACCESS OR USE THE TOOLS, OR ARISING OUT OF OR IN CONNECTION WITH YOUR CONDUCT OR THE CONDUCT OF OTHER CUSTOMERS IN CONNECTION WITH THE USE OF THE TOOLS, INCLUDING WITHOUT LIMITATION FINANCIAL LOSS, EMOTIONAL DISTRESS, LOSS OF DATA OR OTHER DAMAGES, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE OR YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BLACK SWAN HUNTER'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED BY BLACK SWAN HUNTER FOR LAST TWELVE SUBSCRIPTION TERMS OR EUR 50 (WHICHEVER SUM IS LOWER).

Applicable law and jurisdiction

The use of our Tools and these Terms are governed and interpreted under Polish law. The Polish courts have exclusive jurisdiction to try any dispute in this matter, notwithstanding the fact that Black Swan Hunter may choose another court competent to judge a similar dispute under applicable law.

Company details

<https://twitterwatcher.com/>

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