

# Terms of Use

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These Terms of Use ("Terms") govern access to and use of the Motherhunt platform, including the marketing site at `motherhunt.com`, the application at `mhnt.app`, the related localized hosts, the smart contracts deployed for the auction, the support inbox at `support@motherhunt.com` and all related services (together, the "Platform").

By creating an account, connecting a wallet, listing a lot, bidding, or otherwise interacting with the Platform, you agree to these Terms.

If you do not agree, do not use the Platform.

These Terms refer to the [Privacy Policy](#), the [Cookie Policy](#), the [Model Agreement](#) and the [Agency Agreement](#). Those documents form part of these Terms.

## 1. Who can use the Platform

You may use the Platform only if you can form a binding contract under the law of your country and are not barred from using a marketplace of this type. The Platform is a B2B-style marketplace for professionals in the modeling industry; you must use it for that purpose. If you use the Platform for an organization, agency, scouting team or other entity, you represent that you have authority to bind that entity.

## 2. What Motherhunt is

Motherhunt is a Web3 marketplace that connects:

- **Scouters** — owners of SCOUTING organizations who discover talent and create lots
- **Models** — members of SCOUTING organizations represented by lots, who confirm their identity
- **Agencies** — AGENCY organizations whose Headbookers and Bookers evaluate lots, ask questions, place bids and acquire models
- **Administrators** — Project Admins, Project Superadmins and MyDAOs Admins who govern access, applications, complaints and bans

The auction, settlement, karma and ban mechanics are implemented partly off-chain (in our database and application code) and partly on-chain (in our smart contracts). Sensitive financial state and governance events live on-chain; profile data and workflow state live off-chain.

Motherhunt does not employ scouters, models or agencies, does not represent them, and is not a party to any deal between a scouter and an agency. Motherhunt provides the venue and the rails.

## 3. Accounts and authentication

### 3.1 Account creation

You may sign in by email (magic link), via the social identity providers supported by the Platform, or — for administrators only — by signing a Web3 message with an authorised wallet. Email-based sign-in is rate-limited and protected by hCaptcha. Magic links expire after one hour.

You must:

- provide accurate information
- keep your email account, password manager and wallet secure
- not share your account or use it to misrepresent the actor performing an action
- promptly tell us at [support@motherhunt.com](mailto:support@motherhunt.com) if you suspect unauthorised use

You are responsible for everything that happens through your account.

### 3.2 Organizations and roles

The Platform uses app-level roles (stored on the user) and organization-level roles (stored on the membership). Available features and visible data depend on your role, your active organization, membership status, ban status and workflow state.

You may create or join SCOUTING and AGENCY organizations through the supported flows. Inside an organization:

- the creator is the Owner (Scouter or Headbooker)
- additional members invited by the Owner are Members (Models or Bookers)
- the Owner is responsible for the conduct of all members of that organization

We may suspend organizations and members through the ban system. Bans are recorded off-chain (`onchainBannedTill` projection) and may be enforced on-chain.

### 3.3 Administrators

Administrative roles are granted through the on-chain system contract and verified through wallet signatures. Administrators must comply with these Terms and the additional internal procedures published in the operator's governance documentation.

## 4. Lots, model confirmation and the auction

### 4.1 Creating a lot

A scouter may create a lot to list a model. The scouter must:

- have the model's express consent to be listed
- accurately describe the model (sex, age, measurements, citizenship, location, portfolio link)
- only upload images and information the scouter is authorised to use

- send a confirmation request to the model so the model can confirm or reject the lot

Lots that fail the on-platform checks (model confirmation, voting outcome, admin review) cannot become active. Detailed obligations of the model are set out in the [Model Agreement](#).

## 4.2 Model confirmation

A lot only becomes active after the model linked to it explicitly confirms it through the model confirmation form. The model may also reject and provide a reason; in that case the confirmation state resets and the scouter can update the lot and re-invite. A single model identity cannot be represented by more than one active lot at a time.

## 4.3 Community voting

New lots enter a community voting phase. Other scouters can vote, and administrators may finalise decisions. Voters on the winning side may claim karma rewards after a decision is finalised. Voting and rewards are governed by the on-chain karma contract.

## 4.4 Listing visibility

Once a lot is active, agencies see the pre-deal projection of the lot: profile picture, nickname, sex, age (not the exact birth date), measurements, citizenship, location and Google Drive link. The model's email and exact birth date are not exposed to agencies before a deal is initiated. Agencies can filter by country, sex and age range.

## 4.5 Bidding and immediate buy

Agencies bid through the on-chain auction contract. A lot has a configured minimum price (USD) and an immediate-buy price (USD), along with a share basis-points value. A bid is recorded on-chain, then projected into the off-chain database for the UI. A deal begins when an agency uses the immediate buy or when a winning bid is accepted. Detailed obligations of agencies are set out in the [Agency Agreement](#).

You are responsible for verifying every transaction before signing, including the lot, amount, share basis-points, wallet address, chain and gas details, and deadlines. Motherhunt cannot reverse or refund on-chain transactions.

## 4.6 Settlement window

A deal enters a settlement window of approximately seven (7) days after it starts. During this window:

- the agency may file an appeal
- the scouter cannot finalise withdrawal of funds

If no appeal is filed before the window closes, the scouter can finalise withdrawal. An appeal opens a dispute that may be escalated to administrators. Failure to act within an applicable window may result in loss of appeal rights or finalisation of the workflow according to Platform and smart-contract behaviour.

## 4.7 Invoices and deal chat

A scouter and an agency in a deal communicate inside a private deal room. Invoices may be created, paid, revoked or appealed; events are recorded as messages in the conversation. Chat attachments are stored on Cloudinary and are subject to clean-up of orphaned uploads.

## 4.8 Cancellation

A lot may be cancelled by the scouter or by administrators with a reason recorded for audit. Cancellation after a deal begins is governed by the settlement and appeal rules.

## 5. Fees, karma and on-chain transactions

Some Platform interactions cost gas and may also involve a Platform fee enforced by the smart contracts (such as karma fee discounts and protocol shares). You agree to pay all gas fees and to bear the on-chain costs of your own transactions. Fee structure, incentives, karma rewards and discounts may be governed by live smart-contract state, Platform configuration or governance decisions, and may change.

Karma is a non-transferable reputation/utility mechanism on-chain. It is not a security or an investment. Karma, rewards, discounts and reputation indicators have no guaranteed cash value unless we expressly state otherwise.

Motherhunt does not hold your funds in custody. Funds are held by smart contracts under the rules of the auction and settlement logic. Motherhunt cannot override that logic outside the governance mechanisms exposed by the contracts.

## 6. Wallets and Web3 risk

You acknowledge that:

- you are solely responsible for the security of your wallet, private keys, signing devices and recovery material
- transactions on the blockchain are public, irreversible and may be delayed, failed, front-run or reverted by network conditions
- the value of any token or stablecoin involved may fluctuate
- smart contracts may contain bugs despite testing; the Platform is provided "as is"
- off-chain data shown in the app depends on indexing, webhook delivery, manual transaction sync, cron reconciliation and cache invalidation, and may show optimistic or pending states while transactions are confirmed
- you understand and accept the risks of Web3 financial systems, including loss of access to funds, gas fees, chain reorganisations and counterparty risk

If you lose access to a wallet associated with an organization, you may request a wallet reset through the in-app flow. Wallet reset requests go through an administrator review and must include a valid reason. A reset is not guaranteed.

## 7. Acceptable use

You agree **not** to:

- impersonate another person, organization, wallet, agency, model, scouter, administrator or service provider
- list a model without that model's express consent or list a person who is not of legal working age for the modeling industry in their country
- upload illegal, infringing, exploitative, non-consensual or unsafe content
- harass, threaten, dox or share private information about another user
- post sexual content involving anyone other than consenting professional adults, and never content that sexualises minors
- attempt to circumvent the auction, settlement, voting, ban, rate-limit, captcha, wallet-signature or admin-review logic, or to exploit smart-contract bugs
- attempt to identify, contact, solicit or transact with a model outside the Platform using pre-deal information, or move deal-relevant discussions off the Platform to avoid auditability
- scrape, automate, overload, probe, attack or otherwise extract Platform data in bulk except as permitted by these Terms
- launder money or use the Platform for any sanctioned-party transaction
- interfere with security, rate limits, indexing, cache invalidation, reconciliation, support workflows or visibility controls
- submit frivolous complaints, appeals, support requests or applications

We may take any reasonable action when we detect a breach, including warning, hiding content, removing lots, freezing organisations, banning members through the on-chain ban system, refusing to process settlement and reporting to authorities.

## 8. Complaints and moderation

Any user may file a complaint about a lot or organization through the supported complaint flow (categories: already acquired, no model permission, inappropriate content, other). We review complaints and may act on them through the ban and lot-cancel mechanisms. Reporters are subject to a cooldown to prevent abuse.

You agree to use complaints in good faith. You may not be entitled to see all complaint content, evidence, reporter identity or internal moderation notes.

## 9. Public profiles and visibility

The Platform includes public scouter directories, agency directories, profile pages, lot pages, bid history, marketplace statistics and activity surfaces. Organization names, slugs, logos, counters, ban-status signals and selected lot data may be public.

Organization public-deal visibility settings affect whether specific fulfilled-deal details appear on public surfaces. Aggregate marketplace metrics may still include hidden fulfilled deals because aggregate statistics are not the same as public deal disclosure.

You are responsible for reviewing public settings and for understanding which information may appear publicly based on your role and actions.

## 10. Communications

By creating an account you agree to receive transactional emails and on-Platform system messages required to operate the service (sign-in links, confirmation requests, invoice activity, deal events, ban notices, governance updates).

You can disable optional newsletter emails in your account settings. You cannot opt out of essential service messages while you have an active account.

## 11. Intellectual property

You retain the rights you already have in any content you submit. By submitting content (including images, profile data and chat messages) you grant Motherhunt a non-exclusive, worldwide, royalty-free licence to host, store, cache, display, transform, transmit and otherwise process that content as needed to operate the Platform. You represent that you have the rights necessary to grant that licence.

The Platform, including the application code, smart-contract code (subject to its open-source licences), branding, design and copy, is owned by the operator and protected by intellectual-property laws. You may not copy, modify, reverse engineer or commercially exploit the service except as the applicable open-source licences or these Terms allow.

## 12. Third-party services

The Platform integrates third-party services such as hCaptcha, Cloudinary, Zoho Mail / SMTP, Reown AppKit (WalletConnect), wagmi / viem, Alchemy, Upstash Redis, MongoDB Atlas, Payload CMS and Vercel. Those services have their own terms and privacy policies; using the Platform implies that you also accept their terms where applicable to your use. Motherhunt does not control public blockchain networks, wallet providers, gas fees or block production.

## 13. Suspension and termination

You may stop using the Platform at any time. You may request deletion of your off-chain account at [support@motherhunt.com](mailto:support@motherhunt.com) . On-chain records — including wallet activity — will persist on the blockchain.

We may suspend, restrict, ban or terminate access at any time, with or without notice, if we believe you have violated these Terms, broken the law, or put the Platform or other users at risk. Restrictions may be reflected in off-chain records, indexed on-chain events or public ban-status signals.

## 14. Disclaimers

The Platform is provided "**as is**" and "**as available**" without warranties of any kind, whether express, implied or statutory, including warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, or that the Platform will be uninterrupted, error-free or secure.

Motherhunt does not warrant any outcome of a lot, voting decision, bid or settlement. We do not guarantee any particular karma value, return on investment, marketplace volume, agency response, model availability, scouter performance, wallet behaviour, transaction success or data accuracy at every moment. Motherhunt does not provide legal, tax, financial, employment, agency, modeling, immigration, travel or investment advice.

## 15. Limitation of liability

To the maximum extent permitted by law, Motherhunt, its operator, affiliates, contributors and service providers are not liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profits, revenue, data, business opportunity, reputation, goodwill, wallet, blockchain, smart-contract or marketplace losses arising out of or in connection with your use of the Platform, even if advised of the possibility of such damages.

To the extent we can be held liable, our aggregate liability for any claim arising out of these Terms is limited to the greater of (a) the fees, if any, you paid to the operator in the twelve months preceding the claim, or (b) one hundred US dollars (USD 100).

Nothing in these Terms excludes liability that cannot lawfully be excluded.

## 16. Indemnity

You agree to indemnify and hold Motherhunt, its operator, contributors and service providers harmless from any claim, loss, demand or expense (including reasonable legal fees) arising out of your use of the Platform, your breach of these Terms, your infringement of any third-party right, your wallet activity, your misuse of model or scouter data, or member activity within your organization.

## 17. Governance changes

We may change the Platform, including the smart contracts, the auction rules, the karma mechanism and the off-chain workflows. Governance changes may follow the procedures published in the operator's governance documentation. Continued use of the Platform after a change constitutes acceptance of the change.

## 18. Order of precedence

If these Terms or the related Agreements conflict with on-chain smart-contract behaviour for intrinsically on-chain matters such as whitelisting, bids, settlement state, wallet-reset events, bans or karma, the smart-contract behaviour controls the on-chain outcome. For intrinsically off-chain

matters such as conduct, naming, data handling, application review, complaint triage, user communication and account restrictions, these Terms and the Platform rules control.

## **19. Governing law**

These Terms are governed by the laws of the operator's home jurisdiction (excluding its conflict-of-laws rules), with mandatory consumer-protection rules of your country preserved where applicable. Any dispute will first be addressed through good-faith discussion at [support@motherhunt.com](mailto:support@motherhunt.com).

## **20. Miscellaneous**

If any provision of these Terms is unenforceable, the rest will continue in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our written consent; we may assign them in the course of a business transfer.

## **21. Changes**

We may update these Terms as the service changes. The latest version is always available through the legal links in the app and website footer. Continued use of the service after an update means you accept the updated Terms.

## **22. Contact**

Questions about these Terms: [support@motherhunt.com](mailto:support@motherhunt.com).