

MINTEDDAO TERMS OF SERVICE

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Welcome to the services operated by Jacky's Crypto Inc., doing business as MintedDAO ("Minted," "Company," "we," "us" or "our") consisting of the Discord server located at <https://discord.gg/minteddao> (the "Server") and the website located at <https://dash.minteddao.io> (the "Site") and the various applications, features, functionality, products and software or otherwise contained therein and any other services or products we may make available from time to time that refer hereto or are accessible via the Server or the Site (the Server, Site and the aforementioned services are hereby collectively referred to as the "Services").

These terms of service and our privacy policy located at <https://dash.minteddao.io/privacypolicy> (our "Privacy Policy") together with any additional terms, conditions and rules provided on the Services or expressly incorporate herein by reference or by hyperlink (collectively, these "Terms") constitute a legally binding contract between you ("you," "your" or "user") and us. Please read all of these Terms carefully to ensure you understand each provision as they govern your access to and use of the Services.

YOU AGREE THAT BY ACCESSING OR BY USING THE SERVICES OR BY CLICKING 'I ACCEPT' TO THESE TERMS OR BY PURCHASING SOMETHING FROM US, YOU HAVE READ, UNDERSTOOD, ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND MUST DISCONTINUE YOUR ACCESS AND USE OF THE SERVICES IMMEDIATELY.

IMPORTANT ARBITRATION NOTICE: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND THE COMPANY THROUGH BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW SECTION 15 "DISPUTE RESOLUTION; ARBITRATION" FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAWS PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 15 MAY NOT APPLY TO YOU BUT SECTION 16(G) "GOVERNING LAW AND VENUE" WILL CONTINUE TO APPLY TO YOU.

IMPORTANT NON-RELIANCE NOTICE: WE DO NOT, NOR THE SERVICES, PROVIDE ANY PROFESSIONAL OR FINANCIAL ADVICE AND NOTHING SHALL BE CONSTRUED AS SUCH; THE SERVICES AND ALL CONTENT THEREIN IS STRICTLY PROVIDED FOR INFORMATIONAL, EDUCATIONAL AND ENJOYMENT PURPOSES ONLY AND ANY INFORMATION IS BASED ON HISTORICAL, SIMULATED OR HYPOTHETICAL DATA OR INFORMATION.

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1. INTRODUCTION; YOUR ACCEPTANCE & OUR SERVICES

- 1.1 **Your Acceptance.** Without limited the forgoing, you covenant and agree that, as a condition to your access and use of the Services, you have read, understood, accept, and agree to be bound by these Terms. If you do not agree, are not ineligible or are unable to comply with or are not eligible with any of these Terms, you prohibited from and do not have our permission to access or use the Service and you must discontinue all of your access and use of the Services immediately. These Terms and your access and use of the Service, and our provision of the Service to you, constitutes a binding agreement made between us and you to be bound by all of these Terms.
- (a) Privacy Policy. Please carefully read our Privacy Policy, which also governs your access and use of the Services, and for information about how we collect, use and share information about you.
 - (b) Modification to Terms. Supplemental terms and conditions may be posted on the Services from time to time and are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes, revise, modify and update these Terms at any time and from time to time. We will alert you about any changes by updating the 'Last Updated' date at the top of these Terms and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates to these Terms. Any and all such updates are effective immediately upon posting and you will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any updated Terms by your continued use of the Services after the date such updated Terms are posted.
 - (c) Related Terms. Your access and use of third-party products, services, software, and websites will be subject to the terms and conditions of those third-party services, platforms, software, and websites (the “**Related Terms**”). Your access and use of all or portions of the Services may be subject to your compliance with those Related Terms. We encourage you read any and all Related Terms carefully and, in particular, please read the Discord [Terms of Service](#), [Privacy Policy](#), and [Community Guidelines](#).
- 1.2 **Our Services.** The Services include the ability for users to purchase a subscription to access the Server which provides a community for like-minded users interested in learning, acquiring, and discussing various cryptocurrencies (such as Aptos, Bitcoin, Canto, Ethereum, NEAR and Solana), digital coins, non-fungible tokens (“**NFTs**”) and various other blockchain-based assets (collectivity, “**Digital Collectables**”) and various content, resources, features, and software that provided informational and educational content and updates on various Digital Collectables.

2. USER ELIGIBILITY & ACCOUNTS

- 2.1 **Eligibility.** The Services are not available to absolutely everyone. The Services are not available to absolutely everyone. If you do not agree, you cannot adhere to, or you violate any of the following restrictions and conditions you are expressly prohibited from accessing or using the Services and you must discontinue all of your access and use of the Services immediately. You covenant and agree, and by accessing or using the Services you further represent and warrant, that:
- (a) you accept and agree to these Terms;
 - (b) you are at least 18 years of age and the requisite age for us to lawfully provide the Services to you (without parental consent);
 - (c) you are capable of forming a binding contract with us and have full authority, capacity and right to enter into these Terms, and in doing so, you will not violate any agreement you are a party to;

- (d) you have not been previously denied, removed, or suspended access to or use of the Services;
- (e) you will only access or use the Services: (i) for your own personal use and not for any commercial or institutional purpose; (ii) on and not through any automated tools, bots or other technology;
- (f) you understand, acknowledge, and agree that the Services and nothing within the Services is professional or financial advice whatsoever and you will not rely solely upon the Services or anything contained within the Services for any reason, purpose, action, or inaction (as detailed under Section 10) without doing your own research and seeking appropriate professional advice;
- (g) you understand, acknowledge, and agree to assume responsibility for the risks associated with and related to the Services and the nature of the Services and that you are only using the Services after having considered and accepted to personally assume responsibility any and all possible outcomes of those risks (as detailed under Section 11);
- (h) your access and use of the Services is not prohibited by, or in violation of, any applicable:
 - (i) laws, constitutions, treaties, statutes, codes, ordinances, principles of common and civil law and equity, orders, decrees, rules, regulations and municipal by-laws, whether domestic, foreign or international;
 - (ii) judicial, arbitral, administrative, ministerial, departmental and regulatory judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any: (1) multinational or supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (2) self-regulatory organization or stock exchange; (3) entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; and (4) corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies pursuant to the foregoing (“**Governmental Authority**”); and
 - (iii) policies, practices and guidelines of, or contracts with, any Governmental Authority, which, although not actually having the force of law, are considered by such Governmental Authority as requiring compliance as if having the force of law, as the same may be amended from time to time and any successor thereto and in each case binding on or affecting the person or entity, or the assets of the person or entity, referred to in the context in which such word is used
 (collectively, “**Applicable Laws**”);
- (i) you are not a person or entity located in, domiciled in ordinarily resident in, a citizen of, incorporated or organized in or have a registered office in:
 - (i) a country embargoed by the government of Canada, the United States, the United Kingdom or the European Union or are a foreign person or entity blocked or denied by the Canadian, United States, the United Kingdom or any European Union government; or
 - (ii) a country which has been sanctioned by the United Nations, North Atlantic Treaty Organisation, Organisation for Economic Cooperation and Development, Financial Action Task Force, or any country or other relevant governmental or non-governmental entity or agency
 (each a “**Restricted Person**”);
- (j) you are not: (i) acting on behalf of or under the authority, instruction, employment of a Restricted Person; (ii) you are not owned or controlled (directly or indirectly) by a Restricted Person; (iii) you have not, will not and do not intend to transact with, or for the benefit of, a Restricted Person;

- (k) you have transacted and will not transact with a Restricted Person, or for the benefit of a Restricted Person, or on behalf or under the authority, instruction or employment of a Restricted Person.

We make no representations or warranties that the Services are appropriate or available for use in any location. Those who access or use the Services do so at their own volition and are entirely responsible for compliance with all Applicable Laws. We may prohibit the use of the Services in certain jurisdictions, which jurisdictions may vary at our sole discretion, and we may implement controls to restrict access to the Services from any jurisdiction from which use of the Services is prohibited. You shall comply with all such restrictions, even if the methods imposed by us to prevent the use of the Services are not effective or can be bypassed.

2.2 Accounts and Wallets. In order to access or use all or portion(s) of the Services, you may be required to register for an account on the Services (“**Account**”) and/or connect your Digital Collectable or blockchain address or wallet to the Services (“**Wallet**”).

- (a) By registering for an Account or connecting your Wallet, you represent and warrant that all information you provide to us is accurate, complete and up to date and that you will keep it accurate, complete and up to date at all times. You further acknowledge and agree that:
 - (i) you will maintain the accuracy of all the information you provide us and promptly update such information as necessary;
 - (ii) you will not share your sensitive Account or Wallet information (such as passwords or private keys) or permit any person to use your Account or Wallet;
 - (iii) you will notify us immediately if you suspect your Account or Wallet has been compromised or otherwise suspect any security issues related to your Account, Wallet or your use of the Services;
 - (iv) you are solely responsible for maintaining the confidentiality of your Account and Wallet and you accept responsibility for all activities that occur under or within your Account and Wallet;
 - (v) you must provide all wallet applications equipment, connectivity, and software necessary to connect to the Service and you are solely responsible for any costs, expenses, or fees that you incur in order to access or use the Services;
 - (vi) we do not operate, maintain, control or have custody over any of the contents of your Wallet and we have no responsibility for, or liability to, you in connection with your Wallet and make no representations or warranties regarding how the Services will operate with any specific Wallet and any such issues relating to your Wallet should be addressed to your Wallet provider; and
 - (vii) we are not responsible, and you agree to indemnify us, for any loss or damage arising from your failure to safeguard your Wallet, private keys or otherwise comply with the requirements hereunder.
- (b) If you provide any information that is untrue, inaccurate, not current, or incomplete, we reserve and have the right to take any action we may deem appropriate or that is provided to us under these Terms such as suspending or terminating your Account or all of your current or future access and use of the Services (or any portion thereof). We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, it is inappropriate, obscene or otherwise objectionable.

3. PERMITTED & PROHIBITED USE

3.1 Prohibited Use. The Services cannot be used for absolutely any purpose. You may not use the Services for any other purpose than that for which we make the Services available and in accordance with these Terms and all Applicable Laws (defined herein). You acknowledge and agree that you are solely responsible for your compliance with these Terms and your conduct and behaviour on the Services (including your Contributions defined herein). As a user of the Services,

you (including your Contributions defined herein) agree that you will not, directly or indirectly (such as assisting or encouraging other users to), do any of the following:

- (a) violate any of these Terms;
- (b) violate any Applicable Laws or otherwise engage in anything that is unlawful, illegal or violates the rights of others in any manner whatsoever;
- (c) create, display, link or otherwise make available anything that is illegal or anything that contains suggests, or promotes any child exploitation; suicide or self-harm; hate or violence against others;
- (d) access or use the Services from, by or through: (i) more than one Account or Wallet; (ii) an Account or Wallet that is not yours or belongs to another user.
- (e) access, tamper with, or use non-public areas of the Services, such as any computer or technical delivery systems of us or our Third Party Providers;
- (f) attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including any robot, spider, crawler, scraper, script, browser extension, offline reader, data mining tools or the like) or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Services pages or functionality other than the software and/or search agents provided by Company or other generally available third-party web browsers;
- (g) attempt to probe, scan or test the vulnerability of any of the Services, such as our system, network or breach any security or authentication measures;
- (h) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us, any Third Party Providers or any third party (including another user) to protect the Services;
- (i) collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- (j) decipher, decompile, disassemble, or reverse engineer any of the Services or any software, data or code comprising or in any way making up a part of the Services
- (k) develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services;
- (l) disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;
- (m) download (other than page caching) any portion of the Services or Company Content, except as expressly permitted by us;
- (n) engage in wash trading or other deceptive or manipulative trading activities;
- (o) fabricate in any way any transaction or process related thereto;
- (p) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- (q) impersonate or misrepresent your affiliation with any person or entity;
- (r) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (s) modify, mark any derivative uses of, sell, resell or use commercially the Services or Company Content (or any portion thereof), or distribute, publicly perform or publicly display any Company Content;
- (t) otherwise access or use the Services in a manner that could (in our sole discretion and opinion) compromise, disparage, tarnish, or otherwise harm other users, us or the Services.

- (u) otherwise use the Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;
- (v) provide false or misleading information to us (including posing as another person or create a misleading username);
- (w) retrieve data or other content from the Services or create or compile, directly or indirectly, a collection, compilation, database, or directory (such as Flash, PHP, HTML, JavaScript, or other code);
- (x) reverse engineer, or attempt to decipher, decompile, disassemble or reverse engineer, any aspect of the Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Services, area or code of the Services;
- (y) send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (z) to circumvent any restrictions that apply to the Service (including the purchase of the any of the Services or any products offered by us on the Services) or any measures of the Services designed to prevent or restrict access to the Services;
- (aa) transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity; or
- (bb) use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or
- (cc) use data collected from our Services (including any personally identifiable data) to contact individuals, companies, or other persons or entities, or for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- (dd) use or otherwise exploit the Services for any commercial or institutional purpose;
- (ee) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner (including by engaging in any activity that poses a threat to the Services or Company, for example by distributing a virus or other harmful code, or through unauthorized access to the Services or other users' digital wallets);
- (ff) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
- (gg) use the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in an ICO or any Securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi (or decentralized finance) yield bonuses, staking bonuses, and burn discounts;
- (hh) use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (ii) use, deploy or otherwise harness any software or technology (such as any bots, scripts, utilities, data manners, robots, spiders, crawlers, scrapers, scripts, browser extensions, offline readers, or any other automated software, technology or techniques) to to interfere with or modify the performance of the Service;
- (jj) use, display, mirror or frame the Services or any individual element within the Services, Company Content or other Company proprietary information, or the layout and design of any page or form contained on a page, without our express written consent.

4. USER CONTRIBUTIONS & FEEDBACK

- 4.1 **User Contributions.** The Services (in particular the Server) contain interactive functions that allow users to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide users with the opportunity to create, submit, post, display, transmit, broadcast, perform, provide, publish, make public, distribute, or broadcast content and materials on

the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions or other material and works (collectively, the “**Contributions**”).

- (a) Representations and Warranties. By posting or by otherwise making available any Contributions via the Services, you represent and warrant that you own and are fully authorized to grant rights in all the elements of your Contributions, and that your Contributions do not:
- (i) infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any person or third-party and you are the sole creator and owner or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Terms.
 - (ii) include, engage, contain or promote any information that is false, inaccurate, misleading, manipulative or advertise, promote or offer to sell goods or services not expressly approved by us;;
 - (iii) include, engage, contain, or promote any material that is exploitive, obscene, harmful, slanderous libelous threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, inhibits anyone's use or enjoyment of the Services, or may harm other users, us or the Services, such determinations to be made in our sole discretion,
 - (iv) include any material that acts as a passive or active information collection or transmission mechanism, including web bugs, cookies, or other similar devices (sometimes referred to as 'spyware' or 'passive collection mechanisms' or 'pcms').
- (b) User Responsibility and Liability. You understand and agree that you are solely responsible for your Contributions and any consequences or liability by posting or otherwise make available your Contributions via the Services, including to any third-party or other user, for the completeness, accuracy and timeliness of your Contributions or any infringement of rights. We are not responsible for any Contributions or liable to any third-party or user for any Contributions.
- (c) Non-Confidential and Non-Proprietary. You acknowledge and agree that your Contributions: (i) may be viewable by other users of the Services and through other third-party websites, platforms or services; and (ii) are non-confidential and non-proprietary, and the Company, other users and other third-parties will not treat any of your Contributions as confidential or proprietary.
- (d) License Grant to Us and Others. By posting or by otherwise making available any Contributions via the Services, you: (i) grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and to distribute your Contributions, in whole or in part, in any media formats and through any media channels now known or hereafter developed and (ii) grant other users a non-exclusive license to access and use that your Contributions as permitted by these Terms and the functionality of the Services. All of the rights you grant in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of external services will not have any separate liability to you or any other third party for your Contributions posted or otherwise used on external services via the Services.
- (e) User Content Disclaimer. We cannot entirely monitor or control Contributions that you or other users post via the Services and will not be in any way responsible or liable for any Contributions. We may, however, at any time and without prior notice, screen, remove, edit, or block any Contributions in our sole discretion, including if in we are of the opinion, they violate these Terms or any Related Terms. You understand that, when using the Services, you will be exposed to Contributions from a variety of sources and acknowledge that you may encounter Contributions that may be inaccurate, offensive or otherwise objectionable. We make no

representations or warranties as to the quality, origin, or ownership of any Contributions or content found in the Services. We will not be liable for any errors, misrepresentations, or omissions in, of, and about, the content or Contributions, nor for the availability of the content or Contributions. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against us with respect to Contributions. If notified by a user or a Contribution owner that Contributions allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the Contribution, which we reserve the right to do at any time and without notice. For clarity, we do not permit any infringing activities on the Service.

4.2 User Feedback and Reviews. We appreciate feedback, including, but not limited to, suggestions, ideas, comments, posts, proposals or other information or materials regarding the Services, the improvements to the Services or related products that you provide, whether by email, message, post, another medium of communication or otherwise (collectively, “**Feedback**”). We also appreciate testimonials, reviews, and ratings (collectively, “**Reviews**”) and we may provide you with areas on the Services to leave or provide Reviews for us or other third party services and products. If you choose to submit any Feedback or Reviews, you agree that we are free to use and benefit from your Feedback and Reviews without any restriction or compensation to you whatsoever.

- (a) When posting any Reviews, you covenant and agree that your Review complies with these Terms and with the following criteria:
- (i) you must have first-hand experience with whom the Review is in regard to;
 - (ii) you are not related, affiliated or a competitor with whom the Review is in regard to;
 - (iii) your Review does not contain any profanity or any language that is abusive, offensive, hateful, discriminatory, references to illegal activity, makes any conclusions as to the legality of conduct, makes false or misleading statements or is otherwise objectionable (in our sole discretion and opinion)
 - (iv) you may not organize a campaign encouraging others to post Reviews, whether positive or negative.
- (b) We may accept, reject, or remove any Reviews or Feedback in our sole discretion. We have absolutely no obligation to screen or delete any Reviews or Feedback, even if anyone or any user considers any Reviews or Feedback objectionable or inaccurate. We do not endorse any Reviews or Feedback, and they do not necessarily represent the opinions or views of us or the Company Parties. Reviews and Feedback may not be representative of the experience of other users and are not a guarantee or indicative of any future experience, performance, or results whatsoever. We and our Company Parties do not assume any liability for, any claims, liabilities, or losses resulting from, or any reliance on or related to any Reviews or Feedback.

5. INTELLECTUAL PROPERTY, PROPRIETARY RIGHTS

5.1 Our Ownership and Rights. The Services and all content and materials contained therein or transferred thereby including, without limitation, all audio, code, databases, designs, files, functionality, graphics, interfaces, illustrations, images, information, software, source code, text, videos and the selection and arrangement thereof and all logos, patents, trademarks, tradenames, service marks, copyrights and all other elements of the Services (collectively, the “**Company Content**”) which are the property of the Company, our affiliates, licensors, suppliers or Third Party Providers (as applicable) and are protected by intellectual property and other laws. The Company and our affiliates, licensors, suppliers or Third Party Providers (as applicable) retain all copyright and other intellectual property rights, including inventions, discoveries, knowhow, processes, marks, methods, compositions, formulae, techniques, information and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyrights or patents based thereon over all Company Content.

- (a) Reservations and Restrictions. Except as explicitly provided herein, nothing within these Terms shall be deemed to create a license in or under any such Company Content or intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce,

transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by these Terms is strictly prohibited. Company Content is made available solely for your personal, non-commercial use and may not be copied, reproduced, published, republished, modified, mirrored, uploaded, posted, transmitted, displayed, encoded, translated or distributed in any form or in way, including by e-mail or other electronic means, or stored in any retrieval system of any nature in any way, without the express prior written consent of us or such third party that owns such Company Content in each instance. You agree to abide by all copyright and other proprietary notices, information and restrictions contained in the Company Content and any other material accessed through the Site.

- (b) **Ownership of Feedback and Reviews.** The Company shall own exclusive rights, including all intellectual property rights, to any Feedback and Reviews and you irrevocably assign any and all intellectual property rights on such Feedback and Reviews unlimited in time, scope and territory to us. Any Feedback and Reviews you submit is non-confidential and shall become the sole property of the Company. The Company will be entitled to the unrestricted use, modification or dissemination of such Feedback and Reviews for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to all Feedback and Reviews. We have the right to remove any Feedback and Reviews you make on the Services in our sole discretion. To the extent you may be unable to assign your rights to any Feedback and Reviews under applicable law, you hereby grant to us a irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and licence to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to the Feedback and Reviews.

5.2 User Limited License. Subject to these Terms and your complete and ongoing compliance with these Terms, the Company grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, freely revocable license to (a) install and use one object code copy of any mobile or other downloadable application associated with the Service obtained from us or a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device or applicable equipment that you own, control or possess; and (b) access and use the Service (the “**User License**”).

- (a) **Licence Termination.** We may terminate your User License, in whole or in part, at any time for any reason or no reason, and your User License will automatically terminate if we suspend or terminates your access to or use of the Services.
- (b) **Licence Restrictions.** Without limiting any other provision of these Terms, and except and solely to the extent such a restriction is impermissible under Applicable Laws, you covenant and agree that you will not: (a) reproduce, distribute, host, publicly display, or publicly perform the Services; (b) make modifications to or derivative works of the Services; (c) disassemble, reverse engineer or reverse compile the Services; (d) interfere with or circumvent any feature of the Service, including any security or access control mechanism; or (e) otherwise access or use the Services if you are prohibited from or in violation of any Applicable Laws or these Terms.

6. PURCHASES & PAYMENTS

The Services (or any portions thereof) may not be available or accessible unless users purchase otherwise purchase something from us (such as a subscription to the Server or a Digital Collectable).

6.1 Purchasers. If you purchase anything from us or created by us (or from a third-party, platform or website) you are a “**Purchaser**” and you agree to be bound by and comply with the additional following provisions.

- (a) **Prices.** We reserve the right to determine the pricing for the Service (such as amount, method and form). We will make reasonable efforts to keep pricing information published and up to date. We encourage you to periodically review the Services for current pricing information. We, in our sole discretion, may make promotional offers with different features and different pricing

to any person(s) or other user(s). These promotional offers, unless made to you, will not apply to your offer or these Terms.

- (b) **Fees.** In connection with your use or purchase of any of the Services you will be required to pay any fees necessary for interacting with the Services. Buying, selling, or transferring Digital Collectibles may be subject to fees, commissions, royalties and other charges including: (1) standard marketplace service fees; (2) commissions on secondary sales of Digital Collectibles, payable to the creators of such Digital Collectibles; (3) “**Gas Fees**” paid to blockchain miners in cryptocurrency through your Wallet as consideration for mining your transactions; and (4) any other applicable fees or otherwise provided on or through the Services at the time of your use of the Services (collectively, the “**Fees**”). Although we attempt to provide accurate information regarding any Fees directly related to our Services, this information reflects an estimate, which may vary from the actual Fees paid to use the Services and interact with the applicable blockchain.
- (c) **Taxes.** Purchasers are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes (“**Taxes**”). You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law. Each party shall be responsible for all Taxes imposed on its income or property. You agree that Company is not in any case and under no conditions or circumstances be responsible for determining whether taxes apply to you or to the Services or for collecting, reporting, withholding or remitting any taxes arising from any transactions or services. You also agree that Company is not in any case and under no conditions bound to compensate for your tax obligation or give you any advice related to tax issues. All fees and charges payable by you to Company are exclusive of any taxes, and shall certain taxes be applicable, they shall be added on top of the payable amounts. If any deduction or withholding is required by law, you will notify Company and will pay Company any additional amounts necessary to ensure that the net amount received by Company, after any deduction and withholding, equals the amount Company would have received if no deduction or withholding had been required. Additionally, you will provide Company with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.
- (d) **Refunds.** If we materially change our Services, we will inform Active Users of the changes and give them an opportunity to cancel or modify their subscription before the changes take effect. If we fail to inform Active Users of any materially change. Users are always able to request a refund through Discord via the discords Refund Policy Discord to determine a user’s eligibility for a refund under the Refund Policy. If you have a question or need to resolve any dispute you may contact us via the Platform or as provided within these Terms.
- (e) **Third-Party Payment Providers.** We use third-party payment providers to collect and manage your payments and they may store your personal information, not us. Our Privacy Policy discusses what information we collect and how we use this information in more detail.

7. TERM, TERMINATION & MODIFICATION OF THE SERVICES

- 7.1 **Term.** These Terms are effective when you accept these Terms or when you first access or use the Service, and ending when terminated as described in Section 8.2.
- 7.2 **Termination.** If you violate any provision of these Terms, your authorization to access or use the Services and these Terms will automatically terminates. We may, in our sole discretion, terminate these Terms with you, your Account, or suspend or terminate your access to all or portions of the

Service, at any time for any reason or no reason, with or without notice. You acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you owe or have already paid to us or any third party, to the fullest extent permitted by applicable law. You may terminate your Account and these Terms with use at any time by contacting us as provided under Section 17. You may disconnect your digital wallet at any time.

- 7.3 **Effect of Termination.** Upon termination of these Terms: (a) you must immediately cease all access and use of the Services; (b) you will no longer be authorized to access or use the Service and your User Licence will terminate; (c) you must pay us any unpaid amounts and payment obligations that was or are due prior to termination; and (d) all the defined terms and sections 5.1, 5.3, 7.2, 7.3, 9, 11.3, 12, 13, 13.3, 14.10, and 15 of these Terms will survive the termination of these Terms.
- 7.4 **Service Modifications.** We reserve the right to modify, suspend, discontinue, all or any portions of the Services at any time (including by limiting or discontinuing certain products features of the Service), temporarily or permanently, without notice to you. We will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service. You agree that we have no obligation to provide you with any update or continue to provide or enable any particular portion, features or functionalities of the Services to you. You further agree that all such modifications to the Services will be deemed to constitute an integral part of the Services, and subject to these Terms.
- 7.5 **Monitoring and Enforcement.** We are not obligated to monitor access to or use of the Services, to review or edit any Contributions or otherwise. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, Applicable Laws or for any other legal requirement or disclosure. We reserve the right, but are not obligated, to remove or disable access to any content and the Services, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

8. THIRD-PARTY TERMS

- 8.1 **Third-Party Providers and Elements.** You acknowledge and agree that all or some portion(s) of the Services, including various products, services, applications, bots, features, plug-ins, software or otherwise that are accessible on or in connection with the Services (“**Third-Party Elements**”), are provided by Third-Party Providers (“**Third-Party Providers**”). We reserve the right to provide all or portions of the Services through Third-Party Providers and Third-Party Elements. You acknowledge and agree that the Services may be modified by Third-Party Providers (such as Third-Party Elements, Prices, Fees, performance, content, information or otherwise) and the availability of any Third-Party Elements may be terminated or suspended at any time.
- (a) You acknowledge and agree that the Company does not bear any responsibility, whether expressed or implied or statutory, in respect of non-infringement as to the Services or Third-Party Elements provided by Third-Party Providers. We make no representations or warranties that the Services or any Third-Party Elements will be uninterrupted, timely, secure, or error-free; nor do we make any representations or warranties as to the quality, suitability, truth, usefulness, accuracy, or completeness of any Third-Party Elements or the services provide by Third-Party Providers. You acknowledge and agree that any products, services or Third-Party Elements provided by Third-Party Providers are subject to their own terms and conditions, end-user license agreements, privacy policies and/or other terms and conditions and any such terms and conditions will govern your access and use of those products, services or Third-Party Elements.
- (b) The Company nor the Company’s respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, Third-Party Providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “**Company Parties**”), will not be liable, to the maximum extent permitted by applicable law, for any damages of any

kind, including, but not limited to, direct, consequential, incidental, special or indirect damages, arising out of using Third-Party Providers, including, but is not limited to:

- (i) any power outages, maintenance, defects, system failures, mistakes, omissions, errors, defects, viruses, delays in operation or transmission or any failure of performance;
- (ii) any unauthorized access, alteration, deletion, destruction, damage, loss or failure to store any data, including records, plugins, private key or other credentials, associated with usage of Third-Party Providers and their Integrated Elements; and
- (iii) any Force Majeure Event, communications failure, theft or other interruptions. **"Force Majeure Event"** means a failure or delay in performance or any loss or damage due to a force majeure condition, which include, without limitation, acts of God, acts of civil or military authority, war, labor strike, embargo, terrorist act, civil disturbances, fire, power failure, lightning, flood, earthquake, landslide, hurricane, typhoon, tsunami, volcanic eruption, accident, electrical storms, load reduction and curtailment, inclement weather, health pandemic or epidemic, national, local or regional emergency, any law, order, decrees, regulation, seizure, enforcement actions or other action of any governmental authority or agency, regulatory requirements, acts or omissions of a third-party owner or operator of a hosting facility, other acts or omissions of a third-party, acts of public enemies, inability to secure parts or materials, mechanical breakdown (including technological or information systems), plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, or other causes beyond a party's reasonable control, whether or not similar to the foregoing, along with any planned service and maintenance needs.

8.2 Other Third-Party Platforms and Content. The Services may contain (or you may be sent via the Services) links or references to other third-party platforms and websites which may contain third-party services or products ("**Third-Party Platforms**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties that are not owned or controlled by the Company ("**Third-Party Content**").

- (a) Any such Third-Party Platforms and Third-Party Content is not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Platforms accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Platforms or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Platforms or any Third-Party Content does not imply approval or endorsement thereof by us.
- (b) If you decide to leave the Services and access the Third-Party Platforms or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website or platform (including any Third-Party Platforms) to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Platforms will be through other websites or platforms and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third-party.
- (c) You agree and acknowledge that we do not endorse the products or services offered on Third-Party Platforms and you shall hold us blameless from any harm caused by your purchase of such products or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Platforms.

9. NO PROFESSIONAL ADVICE OR RELIANCE ON INFORMATION

- 9.1 **No Professional Advice.** All information provided by or on behalf of the Company is for informational purposes only and should not be construed as professional, accounting, or legal advice. You should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of the Company. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate. You must always use caution when giving out any personally information to other Users or third-party linked websites through the Services. the Company does not control or endorse User Content, any third-party content, messages, or information found in the Service and the Company will not be liable for any use or misuse of User Content by any User. the Company specifically disclaims any liability with regard to the Service and any actions resulting from your use of the Services.
- 9.2 **No Reliance on Information.** The content on or in the Services is provided for general informational purposes only. It is not intended to amount to advice on which you should rely or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Although we make reasonable efforts to update the information and content within the Services, we make no representations, warranties, or guarantees, whether express or implied, that the content on or in the Services is accurate, complete, or up to date. We are not responsible if information made available on this site is not accurate, complete, or up to date. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on or in the Services. Any use or reliance on the material within the Services is at your own risk.
- (a) Historical Information. The content and information within the Services may contain certain historical information. Historical information, by definition, is not current and is provided for your reference only. We may provide historical information regarding allocations, outputs, rates, projections, calculations, yields, ratios, revenues, averages, earnings, and profitability that is based on information available to us. This information is not provided as financial advice and is not intended to provide any indication of future profitability. We does not warrant that you will achieve the more, less or the same profitability or earnings that may be provided on, in or through any of the content or information within the Services. You hereby acknowledge that it is possible that your experience or results would not be as profitable as indicated on informational calculations or would not be profitable at all.
- (b) Simulated and Hypothetical Information. The content and information within the Services may be based on simulated or hypothetical performance results that have certain inherent limitations. Unlike the results shown in an actual performance record, these results do not represent actual trading. Also, because these trades have not actually been executed, these results may have under-or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated or hypothetical trading programs are in general also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve profits or losses similar to these being shown.
- (c) Third-Party and User Information. The content on or in the Services may include information or opinions provided by third parties (including Third-Party Providers, Third-Party Content and anything from a Third-Party Platform) and other users (including user Contributions, Feedback and Reviews) or other third-party or person not representative of us. All information, statements and/or opinions expressed in or by any such person or entity are solely the opinions and the responsibility of the person or entity providing those opinions, information, or materials (including any indication of profitability or non-profitability). Such opinions, information or materials do not necessarily reflect the opinions of us and we do not represent or warrant accuracy, completeness, reliability, timeliness or that you will achieve or not achieve the same or a different outcome or result suggested or indicated by any such opinions, information or materials. The Company has no responsibility or liability whatsoever to you for the content or accuracy of any third-party or user materials.

10. DISCLOSURE & ASSUMPTION OF RISKS

10.1 **Risk Disclosure; User Risk Acknowledgement.** You acknowledge and agree that the Services and your use of the Services contain certain risks, and you expressly consent and agree that you will assume and be responsible for those risks (and any or all possible consequences for assuming and taking responsibility for those risks) in connection with your access and use of the Services, including without limitation, the following risks.

- (a) *Connection Risk.* You acknowledge and agree that there are risks associated with usage of the Services which are provided through the internet including, but not limited to, the failure of hardware, software, configuration, and internet connections and that you have been fully informed and warned about it. You acknowledge that the Company will not be responsible for any configuration, connection or communication failures, disruptions, errors, distortions or delays you may experience when using or purchasing any Services, however caused.
- (b) *Blockchain Risk.* You acknowledge and agree that the use of experimental cryptographic and blockchain technologies, including Digital Collectables, tokens, cryptocurrencies, stablecoins, “smart contracts,” consensus algorithms, voting systems and distributed, decentralized, peer-to-peer networks or systems and related technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation, evaluations, effects and risks thereof and the application of existing law and Applicable Laws thereto.
- (c) *Digital Collectable Risk.* You acknowledge and agree that there is risk associated with the Digital Collectables and that you have been fully informed and warned about it. Digital Collectables are prone to, but not limited to, value volatility, transaction costs and times uncertainty, lack of liquidity, availability, regulatory restrictions, policy changes and security risks. The risks associated with Digital Collectable trading are not suitable for everyone. You should not take on any risks associated with the trading any Digital Collectables you are unwilling to experience. Before you engage with Digital Collectables, you should thoroughly understand the risks and financial implications involved. If you do not understand these risks, you should not engage in Digital Collectables or trading Digital Collectables. You acknowledge and agree that blockchain technology, proof of work concepts and other associated and related technologies in general are new and untested and are outside of the Company’s control. You acknowledge that there are major risks associated with these technologies. In addition to the risks disclosed under these Terms, there are risks that the Company cannot foresee and it is unreasonable to believe that such risk could have been foreseeable. You agree that there is high risk in trading in Digital Collectables and other similar items, and that we accept no responsibility for your interaction with these technologies or any of losses you may suffer through your interaction with these technologies or any Digital Collectable.
- (d) *Financial Risk.* You acknowledge that there is risk associated with the profitability of anything contemplated within the Services and that you have been fully informed and warned about it. You acknowledge that all earnings estimates and profitability calculations provided on, within or through the Services are for informational purposes only and were made based on historical data, test environments or through simulation. The Company does not warrant that the any user will achieve the same or different profitability or earnings as may be provided on, within or through the Services. There is risk would not produce desired results and will not be as profitable as provided for on the on or in the Services or will not be profitable at all. You acknowledge that the Services and the Company Content contained on the Services is not financial advice, legal advice or professional advice and are purely for educational purposes. You are responsible for all trades you place, including any erroneous orders that may be filled. We do not take any action to resolve erroneous trades that result from your errors. Please consult with relevant professional advisors prior to making any financial decisions.
- (e) *Market Risk.* Particularly during periods of high volume, illiquidity, fast movement or the market prices and liquidity of Digital Collectables is extremely volatile. Fluctuations in the prices of other Digital Collectables could materially and adversely affect the price of other Digital

Collectables. Due to the varying valuations and market factors of these assets, you may lose more than they originally invested. Small market movements can have a significant impact on Digital Collectables and can lead to large losses. We cannot guarantee and do not guarantee that any user will not lose money due to such risks.

- (f) *Operational Risk.* You acknowledge and agree that the Services and any related Third-Party Provider operations are subject to various risks, including, but not limited to, risks related to logistics, power supply, compliance with agreements, compliance with regulatory requirements, construction delays. In addition, global supply chain issues have resulted in a variety of disruptions for manufacturers, retailers, and various other types of companies from the ability to source and obtain raw materials to delays in shipping and the availability of end user products. Ongoing labor shortages have created challenges for companies across industries, including the manufacturing and transportation industries, further exacerbating supply chain disruptions. As a result of these disruptions, the Company and Third-Party Providers may experience increased costs, inventory shortages, and temporary shutdowns. In addition to supply chain disruptions and labor shortages, the Company and the Third-Party Providers may experience increased inflation in the costs of various goods and services, including the costs of power supply.
- (g) *Outage Risk.* The Company does not guarantee that the Service will not be interrupted by outages or shortages of power which are planned or unplanned and outside or inside the Company's control, and the Company will not be liable for the foregoing. the Company does not guarantee the supply of electricity during each season or peak hours of the day. There is a possibility of voluntary or involuntary downtime, curtailment by the Company, any Third-Party Provider or any Third-Party Provider's energy provider, or outages or shortages of power. the Company shall not be responsible for the consequences of such outages and such outages.
- (h) *Regulatory Risk.* You acknowledge that there is risk associated with future legislation which may restrict, limit or prohibit certain aspects of blockchain technology which may also result in restriction, limitation or prohibition of the Services and that you have been fully informed and warned about it. You are solely responsible for determining what, if any, taxes apply to any of your transactions on, through or contemplated within the Services. We may be required to take certain actions or provide information in compliance with Applicable Laws, which may not be in your best interests. The Company is not responsible for determining the taxes that apply to such transactions.
- (i) *Security Risk.* You acknowledge that there is risk associated with hacking and that you have been fully informed and warned about it. Hacker or other groups, agencies or organizations may attempt to interfere with the Services, in any way, including, but not limited to and without limitation, denial of services attacks, Sybil attacks, spoofing, smurfing, malware attacks, mining attacks or consensus-based attacks. You acknowledge and agree that the use of telecommunications and data communications networks and the Internet may not be secure and that connection to and transmission of data and information over the internet and such facilities provide the opportunity for unauthorized access to wallets, computer systems, networks and all data stored herein. Information and data transmitted through the Internet or stored on any equipment through which internet information is transmitted may not remain confidential and the Company does not make any representation or warranty regarding privacy, security, authenticity, and non-corruption or destruction of any such information.
- (j) *Wallet/Account Risk.* You acknowledge and agree that there is risk associated with funds held on the digital wallets and digital accounts and that you have been fully informed and warned about it. You acknowledge that the Company does not provide digital wallets or digital accounts. You acknowledge and agree that the Company shall not be responsible for any digital wallets or digital account provider's services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Any funds stored in digital wallets or digital accounts may be disposed by third-party if the third-party obtains an account holder's login credentials. All users shall protect their login credentials and their electronic devices where the login credentials are stored against

unauthorized access. The Company does not assume and shall not have any liability or responsibility to you or any other person or entity for any digital wallet digital wallets or digital accounts provider's services.

10.2 User Risk Investigation and Assumption. You acknowledge and agree that you have been fully informed and warned about the above risks and will conduct your own investigation, and will only access or use the Services once you accept and agree to assume responsibility for and the consequences of such risk. You hereby irrevocably waive, release, and discharge all claims, whether known or unknown to you, against the Company related to any of the risks set forth in this Section 10 and we will have no responsibility or liability for any of the risks set forth in this Section 10. Without limiting and any other provision within these Terms, to the maximum extent permitted by Applicable Laws, and notwithstanding anything otherwise expressly provided herein, the Company disclaims any and all liability related to the above Risks outlined in this Section 10.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless the Company, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, Third-Party Providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to: (i) your access to or use of the Services; (ii) your Contributions; (iii) your Feedback; (iv) your violation of these Terms, or breach of any representation, warranty or covenant contained in these Terms; (v) your use or disposal of any cryptocurrency, non-fungible tokens or other Digital Collectables; (vi) your violation of the rights of a third-party or of applicable law; or (vii) any Claim that any cryptocurrency, non-fungible token or other Digital Collectables is, or may be deemed, a security under the Applicable Laws of any jurisdiction. You agree to promptly notify the Company of any Claims and cooperate with the Company and the Company Parties in defending such Claims. You further agree that the Company and the Company Parties shall have control of the defense or settlement of any third-party Claims. You may not settle or otherwise compromise any claim subject to this Section 11. without the Company' prior written approval.

11.2 THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND THE COMPANY.

12. DISCLAIMER OF WARRANTIES; NO WARRANTY BY US

THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES ARE PROVIDED TO YOU ON A STRICTLY "**AS IS**," "**WHERE IS**," AND "**WHERE AVAILABLE**" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE COMPANY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICES OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE AND OWN RISK.

THE COMPANY (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERRORFREE BASIS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE OR SAFE. THE COMPANY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, AS TO THE SERVICES, THE COMPANY CONTENT CONTAINED THEREIN AND ANY DIGITAL COLLECTABLES LISTED THEREIN.

THE COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICES. WHILE THE COMPANY ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, THE COMPANY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, ANY CONTENT THEREIN, ANY DIGITAL COLLECTABLES LISTED THEREIN, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY.

WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD-PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD-PARTY SERVICES.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF OR THE SERVICES AND/OR DIGITAL COLLECTABLES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO THE SERVICES; (V) ANY KIND OF FAILURE, VULNERABILITY, OR ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF DIGITAL COLLECTABLES; (VI) LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING DIGITAL COLLECTABLES, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

DIGITAL COLLECTABLES ARE INTANGIBLE. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL COLLECTABLE OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT THE COMPANY OR ANY COMPANY PARTIES CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL COLLECTABLES OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF DIGITAL COLLECTABLES YOU PURCHASE. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, THE COMPANY MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ANY ASSETS PRESENTED WITHIN THE SERVICES.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, FORCE MAJEURE EVENTS, UNAUTHORIZED ACCESS, IMPACTS BY APPLICABLE LAWSS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE

POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

13. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF FORESEEABLE AND EVEN IF THE COMPANY OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ACCESS TO, AND USE OF, THE SERVICES, COMPANY CONTENT, OR ANY OTHER COMPANY PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR USE OF THE SERVICES OR ONE HUNDRED CANADIAN DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THIS LIMITATION MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

14. DISPUTE RESOLUTION; ARBITRATION

Please read the following arbitration agreement in this Section 14. (the “**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with the Company and limits the manner in which you can seek relief from us. This Arbitration Agreement will survive the termination of your relationship with the Company.

- (a) **Informal Resolution of Disputes.** You and the Company must first attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) informally. Accordingly, neither you nor the Company may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing.
- (b) **Mandatory Arbitration of Disputes.** We each agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and the Company agree that the laws of the province of British Columbia

(Canada) govern the interpretation and enforcement of these Terms, and that you and the Company are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

- (c) **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Services, to any products sold or distributed through the Services, or to any aspect of your relationship with the Company, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims in small claims court if your claims qualify; and (ii) you or the Company may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).
- (d) **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.
- (e) **Arbitration Costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.
- (f) **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and the Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non- monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- (g) **Injunctive and Declarative Relief.** Except as provided in Section 14(c) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or 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. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.
- (h) **Waiver of Jury Trial.** YOU AND THE COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Company are instead electing that all claims and disputes shall be

resolved by arbitration under this Arbitration Agreement, except as specified in Section 14(c) above.

- (i) **Waiver of Class Actions or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the province of British Columbia, Canada, and each party consents to the exclusive jurisdiction of those courts. All other claims shall be arbitrated.
- (j) **Severability of Arbitration Agreement.** Except as provided in Section 15(g), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

15. OTHER IMPORTANT PROVISIONS

- (a) **Assignment.** Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
- (b) **Communication and Notices.** You agree to receive all communications including any agreements, disclosures, documents, invoices, notices, receipts, statements, updates or otherwise (collectively, the "**Communications**") with respect to your use of the Services and these Terms via electronic delivery. By consenting to electronic delivery, you authorizes us to deliver any Communications by (i) email, (ii) text message, (iii) Discord (including the Server), (iv) a communication channel within the Services; or (v) by sending you, through any of the aforementioned methods, a message that containing a link to, or a notice that directs you to, the Services where the communication or document can be read or printed. The Company shall have no liability and you shall fully indemnify us for any and all losses, liabilities, costs, expenses, demands, charges and claims of any kind resulting from your reliance on email or your devices or failures in your email systems or devices. You acknowledge and agree that it is your responsibility to provide us with an up to date, true, accurate, and complete email address and to make sure that our emails are not deleted or otherwise missed on account of spam filters.
- (c) **Construction.** These Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted (such as the doctrine of *contra proferentem*).
- (d) **Cumulative Remedies.** The rights and remedies conferred on the Company by, or pursuant to, these Terms are cumulative and are in addition, and without prejudice, to all other rights and remedies otherwise available to the Company at law.
- (e) **Entire Agreement.** These Terms constitute the entire and exclusive understanding and agreement between you and the Company relating to your access to and use of the Services and the Company Content and supersede any and all prior and contemporaneous oral and written discussions agreements, and understandings of any kind.
- (f) **Force Majeure.** Without limited any provisions of these Terms, we have no responsibility or liability for any failure or delay in performance of the Services, or any loss or damage that you may incur, due to any circumstance or event beyond our control, including any Force Majeure Event.

- (h) Governing Law and Venue. These Terms and your access to and use of the Services and the Company Content will be governed by and construed and enforced in accordance with the laws of the province of British Columbia (Canada) without regard to or application of its conflict of laws rules. The parties hereby agree to submit to the jurisdiction of the province of British Columbia (Canada) and agree that venue is proper in those courts in any such legal action or proceeding. Any dispute between the parties that is not subject to the Arbitration Agreement or cannot be heard in a small claims court, shall be resolved in the jurisdiction the province of British Columbia (Canada) and each party consents to the exclusive jurisdiction of those courts.Headings. The division of the Terms, the insertion of headings and the inclusion of a table of contents are for convenience only and shall not be used to limit or construe such sections and do not affect the construction or interpretation of these Terms.
- (i) Inclusion of Company Parties. All provisions within these Terms which disclaim or limit obligations or liabilities of the Company will also apply, *mutatis mutandis*, to the Company's officers, directors, members, employees, independent contractors, agents, stockholders, suppliers, licensors, service providers, debtholders, affiliates of the Company.
- (j) Interpretation. The words of which the initial letter is capitalized have meanings prescribed to the under these Terms. The words signifying the singular number include the plural and vice versa and shall apply equally to both the singular and plural forms; whenever the context may require, any words signifying gender or pronoun shall include the corresponding masculine, feminine and neuter forms and words signifying gender include all genders. Within these Terms, the words: (i) "herein", "hereof", "hereby", "hereto" and "hereunder" refer to these Terms as a whole; (ii) "in," "on," "within," and "though" shall each be construed to include the meaning of all four words; (iii) "use," "using", "access", "accessing," "visit," or "visiting" shall each be construed to include the meaning of all six words; (iv) "include", "includes" and "including" shall be deemed to be followed by the words "without limitation."
- (k) Language Choice. The English language will be the language of these Terms and all documents in connection thereto, and each party waives any right (whether statutory or otherwise) to use and rely upon any other language, or translations. *La langue anglaise sera la langue de ces Conditions et de tous les documents associés, et chaque partie renonce à tout droit (légal ou autre) d'utiliser ou de s'appuyer sur toute autre langue ou traduction.*
- (l) No Waiver. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Company. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.
- (m) Relationship. You and we are independent contractors, and nothing in these Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict any of the aforementioned.
- (n) Severability. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.
- (o) Statutes. Any reference in these Terms to any statute or legislation includes all regulations and subordinate legislation made under or in connection with that statute at any time and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

16. CONTACT & REPORTING

Should you become aware of misuse of the Services including libelous or defamatory conduct, you must report it to us via our support staff on the Server.

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to us via the Server of our email address at mintednftdao@gmail.com