

# Terms of Service & Privacy Policy

## 1. Acceptance of Terms

By accessing or using this website (the "Website"), you ("User" or "you") agree to comply with and be bound by these Terms of Service ("Terms") and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Website.

## 2. Description of the Website

The Website is provided by the creator ("Creator," "we," "us," or "our") as an artistic expression intended solely for entertainment purposes. The content, including any associated tokens ("Token"), is not intended for investment or financial purposes.

## 3. Eligibility

By using the Website, you represent and warrant that:

- You are at least the age of majority in your jurisdiction.
- You have the legal capacity to enter into these Terms.
- Your use of the Website does not violate any applicable laws or regulations.

## 4. Use of the Website

### 4.1. Permitted Uses

You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Website for your personal, non-commercial entertainment purposes, subject to these Terms.

### 4.2. Prohibited Uses

You agree not to engage in any of the following prohibited activities:

- Using the Website for any purpose other than personal entertainment.
- Attempting to decompile, reverse engineer, or disassemble any software or content on the Website.
- Engaging in any activity that disrupts or interferes with the Website's functionality or security.
- Using the Website to violate any local, state, national, or international law or regulation.
- Misrepresenting the nature of the Token or the project in any form of communication.
- Uploading or transmitting viruses, malware, or any other harmful code.
- Collecting or harvesting any personally identifiable information from the Website without express permission.

## **5. Intellectual Property Rights**

All content on the Website, including but not limited to text, graphics, logos, images, audio clips, digital downloads, data compilations, and software (collectively, the "Content"), is the property of the Creator or its content suppliers and is protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

### **5.1. License to Use Content**

You are granted a limited license to access and use the Content for personal, non-commercial entertainment purposes only. Any other use, including reproduction, modification, distribution, transmission, republication, display, or performance of the Content, is strictly prohibited without our prior written consent.

## **6. Disclaimers**

### **6.1. "As-Is" Basis**

The Website and all Content are provided on an "as-is" and "as-available" basis without warranties of any kind, either express or implied.

### **6.2. No Warranties**

We disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security or accuracy.

## **7. Limitation of Liability**

To the fullest extent permitted by applicable law, in no event shall the Creator or its affiliates, licensors, partners, officers, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, data, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the Website.
- Any unauthorized access to or alteration of your transmissions or data.
- Statements or conduct of any third party on the Website.
- Any other matter relating to the Website.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless the Creator and its affiliates, licensors, partners, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from your violation of these Terms or your use of the Website.

## **9. Third-Party Links and Content**

The Website may contain links to third-party websites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

### **9.1. Disclaimer of Third-Party Content**

We do not warrant, endorse, guarantee, or assume responsibility for any third-party websites or services. You access and use third-party websites or services at your own risk.

## **10. Severability**

If any provision of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **11. Entire Agreement**

These Terms, along with our Privacy Policy and any other legal notices published on the Website, constitute the entire agreement between you and us regarding the Website and supersede all prior agreements, understandings, or communications.

## **12. No Waiver**

Our failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

## **13. Changes to the Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Any changes will become effective immediately upon posting on the Website. It is your responsibility to review these Terms periodically for updates. Your continued use of the Website after any such changes constitutes your acceptance of the new Terms.

## **14. Termination**

We may terminate or suspend your access to the Website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms.

# **Privacy Policy**

## **1. Introduction**

Your privacy is important to us. This Privacy Policy explains how we collect, use, disclose, and safeguard your information when you visit our Website. By accessing or using the Website, you agree to the terms of this Privacy Policy.

## **2. Information We Collect**

### **2.1. Personal Information**

We may collect personal information that you voluntarily provide to us when you interact with the Website, such as your name, email address, and any other information you choose to provide.

### **2.2. Non-Personal Information**

We may automatically collect non-personal information about you, such as your IP address, browser type, operating system, access times, and the pages you have viewed directly before and after accessing the Website.

## **3. Use of Your Information**

We may use the information we collect from you to:

- Operate and maintain the Website.
- Improve your experience on the Website.
- Respond to your comments, questions, and requests.
- Send you technical notices, updates, security alerts, and support messages.

## **4. Disclosure of Your Information**

We may share information we have collected about you in certain situations. Your information may be disclosed as follows:

### **4.1. By Law or to Protect Rights**

We may disclose your information where we believe it is necessary to comply with applicable law, legal process, or governmental requests; to enforce our Terms of Service; or to protect the rights, property, or safety of us, our users, or others.

### **4.2. Third-Party Service Providers**

We may share your information with third-party service providers that perform services on our behalf, such as hosting services or email delivery.

## **5. Cookies and Similar Technologies**

We may use cookies and similar tracking technologies to access or store information. Cookies are small data files stored on your device by a website. They help us improve the Website and your experience.

## **6. Third-Party Websites**

The Website may contain links to third-party websites that are not affiliated with us. We are not responsible for the content or privacy practices of any third-party websites.

## **7. Security of Your Information**

We use administrative, technical, and physical security measures to protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that no security measures are perfect or impenetrable.

## **8. International Users**

If you are accessing the Website from outside the North America, please be aware that your information may be transferred to, stored, and processed where our servers are located.

## **9. Your Rights**

Depending on your jurisdiction, you may have certain rights regarding your personal information, such as accessing, correcting, or deleting your data.

## **10. Changes to This Privacy Policy**

We reserve the right to make changes to this Privacy Policy at any time and for any reason. Any changes will be effective immediately upon posting the updated Privacy Policy on the Website. It is your responsibility to review this Privacy Policy periodically.