


# Terms of Service

 Date Created	Jan 01, 2023
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## Niftyz Terms of Service

### 1. Terms

These Terms of Service (“**Terms**”) govern access to the use of the Niftyz website(s), our Smart Contracts, APIs, web application, mobile application, web application decentralized application and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to explore, and create NFTs and use our tools at your own discretion, to connect directly with others to purchase, sell or transfer NFTs on public blockchains (collectively referred to as the “**Services**”). These Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**” or “**user**”) and Digital Oracles Ltd. a company incorporated in England and Wales with company number **11627639** and registered address at 6th Floor 49 Peters St, Manchester, England, M2 3NG, United Kingdom (trading as “**Niftyz.io**” “**we**” or “**us**” or “**our**”). We respect the privacy of our users concerning their access to and use of the [www.niftyz.io](http://www.niftyz.io) (“**Website**” or “**Site**”).

For the purposes of these Terms, “**user**”, “**you**” and “**your**” means you as the user of the Service. If you use the Services on behalf of a company or other entity then “**you**” includes you and that entity, and that you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND CAN AFFECT YOUR LEGAL RIGHTS. BY CLICKING TO ACCEPT AND/OR ACCESSING THE SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS INCORPORATED HEREIN REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

It is your responsibility to periodically review these Terms of Service to stay informed and up to date regarding any updates. You will be deemed to have been made aware, and to have accepted any changes and revised terms in these Terms as they may be updated from time to time by your continued use of the Site after the date that such revised Terms have been posted.

By accepting these Terms, you acknowledge and agree that Niftyz.io is a non-custodial software provider that has developed this distributed and decentralized environment where you can autonomously and directly access the Website without any involvement

whatsoever by Niftyz.io or any third party.

Niftyz.io reserves the right to modify or discontinue, temporarily or permanently, an NFT token or gated content.

Any person who accesses the Website from any location do so at their risk and are solely responsible for compliance with local laws, if and to the extent that any local laws are applicable.

## 2. Minors

All Users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site.

You acknowledge that you are either 18 years of age or older, possess legal parental or guardian consent, or are a parent or guardian accepting these Terms on behalf of yourself and your child. The use of the Site by any minor (as dictated by the age of majority where they reside) must be carried out with the permission of, and under direct supervision of their parent or guardian. If you are a minor, you must have your parent read and agree to these Terms of Service prior to you using the Site.

## 3. Our Service

- 3.1. Niftyz.io is a distributed application, functioning as a token gating platform facilitating the creation by users of new digital property NFTs from assets which they already own (including but not limited to time, expertise, documentation in the form of pitch decks, proposals, audits, recommendations, deliverables, etc.) The information provided on the Site is not intended for the distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.
- 3.2. The distributed application runs on the Ethereum network, using specially-developed smart contracts that provide an immutable ledger of all transactions that occur on Niftyz.io ("**Smart Contracts**"). Using these Smart Contracts, users can create, buy, transfer and trade unique digital assets in the form of a non-fungible token ("**NFT**").
- 3.3. Any NFT created using the Niftyz.io platform is not a financial asset and instead is used to gate content within the Niftyz.io token protected pages platform only. Each 'Business creator' is able to create their own unique token, which may then be bought or earned by users of Niftyz.io after reviewing the content of the NFT made by you.
- 3.4. Niftyz.io is not involved in the actual transaction between buyers and sellers on the marketplace. We are an administrative platform that merely facilitates transactions between buyer and seller and as such the contract of sale is directly between buyer and seller.

3.5. You bear full responsibility for verifying the identity, legitimacy, and authenticity of User Content as defined below and any Items you sell or market through the Site. Notwithstanding indicators and messages that suggest verification, Niftyz.io makes no claims and accepts no liability or responsibility for the verification and confirmation of the identity, legitimacy, or authenticity of User Content and Items offered for sale on or through the platform.

“**User Content**” refers to any and all User content provided to Niftyz.io and/or uploaded to the Website by You, such as without limitation, text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

3.6. We have no control over, and do not guarantee the existence, quality, safety or legality of, items advertised; the ability of sellers to sell items; the ability of buyers to pay for items; or that a buyer or seller will actually complete a transaction.

#### **4. How can I use Niftyz.io?**

4.1. The easiest way to use the Site is via a ‘web 3’ enabled web browser, for example, Google Chrome or Brave. Once you have installed your browser, an example of a way to make it ‘web 3’ is to install a browser extension called MetaMask (provided by ConsenSys Software Inc.).

4.2. Any payments with respect to the NFT created by you are made via the Ethereum network with Ethereum coin. In order to pay with the Ethereum coin you need to install a digital wallet. The Website gives you the option to use MetaMask digital wallet and soon other third party web3 wallets such as Wallet Connect, Portis or Fortmatic to connect your account to your web 3 compatible browser.

4.3. MetaMask is a free electronic wallet, which allows you to purchase, store, and engage in transactions using the Ethereum cryptocurrency. Note that we never have access to any private keys or cryptocurrency held in wallets.

4.4. You will not be able to engage in any transactions on the Website other than through your web 3 compatible browser. The Website will only recognize you as a User, and you will only be able to interact with the Website, if your wallet is connected and unlocked through your MetaMask (or other third party web3 wallet) account. There is no other way to sign up as a User, or to interact directly with the Website.

4.5. Transactions that take place on the Website are managed and confirmed via the Ethereum block chain. You understand that your Ethereum public address will be made publicly visible whenever you engage in a transaction on the Website.

4.6. Any transactions on the Website are facilitated and run by MetaMask. These transactions are governed by the terms and conditions of those other browsers.

4.7. In order to initiate the minting and purchase an NFT on Niftyz.io, and to display, store, trade and sell your NFT, you may need to set up, respectively, an electronic

wallet with Metamask and an account with the OpenSea marketplace (Ozone Networks, Inc.).

- 4.8. By using the Services to do any of the foregoing, you agree to the terms of service, and, where applicable, the privacy policies of such Third Party Vendors. Except as expressly set forth herein, those Third Party Vendor terms govern the transaction that is effectuated on **our website** when you request Niftyz.io to mint any Niftyz.io NFT, including any related decentralized technologies (e.g., Ethereum or Polygon), websites, services, tools, applications, smart contracts, and APIs which are provided by such Third Party Vendors. For clarity, the Services do not include services provided by Third Party Vendors.
- 4.9. You hereby expressly grant Niftyz.io the right, power, and authority to transmit your information to such Third Party Vendors as reasonably necessary for Niftyz.io to provide the Services to you. Niftyz.io has no affiliation with any Third Party Vendors, and the Site does not and will not collect or receive any of the information, including any personal information, that you provide to such Third Party Vendors, except for any information that may be publicly available on the Ethereum block chain.
- 4.10. Because Niftyz.io has no control over Third Party Vendors, or their websites or mobile applications, you acknowledge and agree the Site is not responsible for the availability of such external websites, mobile applications or resources accessible from those Third Party Vendors, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does Niftyz.io endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications.

## **5. Modifications and Updates to the Services**

- 5.1. Niftyz.io reserves the right, in its sole discretion, to modify or discontinue offering the Services, in whole or in part, including any features, functionality, products or content thereof, at any time, for any reason or no reason, with or without notice to you.
- 5.2. We may from time to time develop and provide updates for the Services, which may include upgrades, bug fixes, patches and other error corrections and/or new features, functionality, products or content (collectively, "Updates"). Updates may also modify or delete features, functionality, Products or content in their entirety.
- 5.3. You agree that Niftyz.io has no obligation to provide any Updates or to continue to provide or enable any particular features, functionality, products or content, and will not be liable with respect to any such modifications, discontinuance or deletions for the Services.

## **6. Restricted license to use the Services**

6.1. Subject to your compliance with the Terms, Niftyz.io grants you a limited non-exclusive, non-transferable, non-assignable and non-sub licensable license to access and use our Services, for professional use only. This license is granted for the sole purpose of enabling you to use the Services as provided by Niftyz.io in the manner permitted by these Terms.

6.2. You may not use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon, or otherwise exploit any features, functionality, products or content of the Services in any form or by any means, or sublicense the rights granted in the Terms, except as expressly permitted herein, without the prior written permission of Niftyz.io or the intellectual property owner, as licensable.

## **7. YOUR NIFTYZ.IO ACCOUNT**

To use the Services or the Website you will be required to create an account with NIFTYZ.IO

We will require certain information from you for the account to be created. By creating an account, you agree to provide accurate, current and complete account information about yourself, and to maintain and promptly update, as necessary, your account information. For further information on how we use that information, please see our Privacy Policy.

You understand that your NIFTYZ.IO account is limited solely to you and agree that you will not grant access, in any way, to any person without our prior written permission.

You understand that you are solely responsible for maintaining the security of your account and control over any usernames, private keys, and any other authentications or codes that you use to access the Services. Any unauthorized access to your account could result in the loss or theft of Tokens and/or funds in any linked accounts. You understand and agree that you will not hold us responsible for managing and maintaining the security of your account and your Meta Mask, wallet (or other Ethereum wallets and accounts). You further understand and agree that we are not responsible (and that you will not hold us responsible) for any unauthorized access to, or use of, your account or your Meta Mask wallet (or other Ethereum wallets and accounts).

You alone are responsible for monitoring your account. If you notice any unauthorized or suspicious activity in your account, please notify us immediately at [report@NIFTYZ.IO](mailto:report@NIFTYZ.IO).

## **8. CREATING A DIGITAL CONTENT ON NIFTYZ.IO**

On Niftyz.io, users can create content gated NFTs or 'Pass Tokens'. These NFTs include original and private content such as documentation - pitch decks, proposals,

audits, recommendations, deliverables, and more (the “**NFT Content**”). This NFT Content is owned by the user that created them (the “**Creator**”). When a Creator creates NFT Content, this NFT Content is linked to a token (the “**Token**”). It is the Token that represents the title of that item, and this is what a buyer will own (you will own the Token as a whole, but the NFT Content which forms part of the Token is owned solely by the Creator). This is explained more in Section 12 below about intellectual property rights. Users must create either a Niftyz.io Lite or Pro (Premium) account before they can create Tokens.

The Tokens can be sold or transferred to other people. When a Token is purchased or transferred by a person, the Ethereum token that it represents is automatically transferred to that person’s Ethereum address.

## **9. YOUR RESPONSIBILITY AS A CREATOR OF NFT CONTENT**

9.1. The Service may include the ability for you to make certain content available on or through the Service. All User Content must comply with these Terms.

9.2. Niftyz.io does not make any claim to your Content and you retain all your rights, title, interest, and entitlement in the Content you post, upload, submit, mint or otherwise make available to Niftyz.io, except for rights expressly granted herein. You grant Niftyz.io limited license to access, use, host, cache, store and display your Content, but solely as required by Niftyz.io for the purpose of operating and providing the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as your Content is stored with us) but do not grant any ownership right or interest to Niftyz.io.

9.3. You represent and warrant that such User Content and NFT Content will not jeopardize the security of your Account or anyone else’s and will not be libelous or defamatory and that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post, or display on or through the Service.

9.4. You agree that such Content will not contain material the use of which as permitted herein will violate any copyright or other proprietary rights and all your Content do comply with these Terms.

9.5. As a Creator, you understand and agree that:

- you alone are responsible for the truthfulness, accuracy and content of your User Content and NFT Content;
- any User Content and NFT Content that violates any of Niftyz.io’s policies may be delisted by NIFTYZ.IO; you must respect the intellectual property rights of others; and you will not coordinate pricing with any other creators
- you will not use the NIFTYZ.IO platform to promote or sell financial products

subject to security laws and any other laws that prohibit such activities.

- Any User Content and NFT Content publicly posted or privately transmitted through the Service is the sole responsibility of the person from whom such content originated, and you access all such content and material at your own risk. Niftyz.io cannot control and has no duty or responsibility to take action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the content. NIFTYZ.IO cannot guarantee the identity of any Users with whom you interact in using the Service.
- You understand and agree that you are solely responsible for any Content and NFT Content you provide and you have full responsibility for such Content and NFT Content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or appropriateness of any Content posted by you or any other User on the Platform. We reserve the right, in our sole discretion, to prohibit you from uploading your Content.

## **10. OWNERSHIP OF THE NFT TOKEN AND CONTENT**

- 10.1. In purchasing a NFT Token, you understand that no intellectual property and/or ownership rights in the NFT Token and NFT Content of the Token are passed on to you from the Creator (including the ability to produce the NFT Content commercially or create merchandise from the NFT Content) but only certain rights to use and transfer such rights of the NFT Token subject to the License grant detailed under Section [12] Furthermore, by downloading NFT Content via Niftyz.io or directly from the Interplanetary File System, this does not give you any intellectual property rights in that NFT Token or NFT Content.
- 10.2. To enjoy the full benefits of owning a Token, you must make every effort to verify the original Creator of the NFT TOKEN AND NFT Content. While we take all reasonable efforts to ensure that all Content created on the Website is done by legitimate Creators, we shall not be held liable if someone, in breach of these Terms, creates Tokens which include NFT Content of which they are not the original Creators.
- 10.3. If you believe that any NFT Content hosted on the Website infringes your or someone else's' intellectual property rights, please immediately let us know at [report@niftyz.io](mailto:report@niftyz.io). It is our policy to terminate or suspend the accounts of repeat infringers.

## **11. FEES AND PAYMENTS**

- 11.1. If you elect to purchase, trade, or create content on the Website, or with or from other users via the Website, any financial transactions that you engage in will be conducted solely through the Ethereum network via Meta Mask (or other Ethereum-compatible wallets and browsers). We have no insight into or control

over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Website, or using the Smart Contracts, or any other transactions that you conduct via the Ethereum network or Meta Mask.

- 11.2. Ethereum requires the payment of a transaction fee (a “**Gas Fee**”) for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction that occurs via the Website.
- 11.3. In addition to the Gas Fee, each time you utilize a Smart Contract to conduct a purchase transaction with another user via the Website, you authorize us to collect a certain commission, as follows:
  - o a commission of 3.5% of the total value of that transaction for Premium account holders and a creation or listing fee of \$0.5 USD per NFT created for Lite accounts; and
  - o and a further 3% commission for all proceeding secondary sales for Pro (Premium) accounts on the Niftyz.io marketplace.
- 11.4. You acknowledge and agree that the commission will be transferred directly to Us through the Ethereum network as part of your payment. You further acknowledge and agree that the above commission may be changed from time to time by us according to the Ethereum network requirements
- 11.5. In addition to the commission above, for all proceeding secondary sales on the Niftyz.io marketplace, the original Creator receives 11% commission of the total value of that transaction, only applicable for Premium Account holders.
- 11.6. In case the sale of the NFT came as a result of a referral URL shared by either one of our ‘Certified Partners’ or ‘Ambassador’ (a “**Referrer**”), the Referrer will get an additional commission for all proceeding secondary sales PRO accounts equivalent to 1%.
- 11.7. You are responsible for all taxes related to your sales and purchases on the Website. To the extent possible under English law, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and interest, levied by any competent tax authority due to your failure to provide a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest.

## 12. INTELLECTUAL PROPERTY RIGHTS & LICENSES

The Services, including the Website, and all features, functionality, products and Website Content as defined below Niftyz.io is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Website Content”) and the



trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Kingdom, foreign jurisdictions, and international conventions. You acknowledge and agree that the Services, and all intellectual property rights therein are the exclusive property of NIFTYZ.IO and/or its licensors. You will not remove, alter or obscure any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Services.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by NIFTYZ.IO or its licensors, except for the licenses and rights expressly granted in the Terms. All rights not expressly granted to You by the Terms are hereby reserved.

### 13. THE NFT TRANSACTION AND LICENSE GRANT

- 13.1. The Content and NFT Content and Tokens and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content and/or NFT Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.
- 13.2. This is a simple License for NFT sellers (the “**NFT Seller**”) to use when the NFT sale includes a license to associated digital works (digital image, video, audio, or other digital assets) (the “**Works**”). The NFT Creator is referred to as the “Grantor”. The NFT buyer (the “**NFT Buyer**”) is referred to as the “Grantee”. NFT purchase is buying the non-fungible token and licensing the underlying know-how, reports, documents, or other assets under the terms set forth below, or other terms set forth on the listing page.
- 13.3. The copyright owner of the NFT Token, NFT Content and Works remains the Creator of the NFT. The Grantee is not receiving any ownership of the Works but is receiving a License under which the NFT Buyer receives certain limited rights in the Works as set forth herein.
- 13.4. Upon confirming the NFT on the blockchain, the NFT Buyer becomes the Grantee and immediately receives a worldwide, non-exclusive, transferable license to the NFT Token, NFT Content and Works as set forth herein, during the period the Grantee possesses the NFT (the “**License**”).
- 13.5. Grantee is granted the right to use, copy and display the NFT Content, NFT Token and any of the Works. Grantee may not modify any of the Works, create derivative works, transform the works or perform the Works. Grantee MAY NOT make commercial use of the NFT Content, NFT Token and the Works, except to resell or transfer all the rights granted herein. Grantee MAY NOT use the NFT Content, NFT Token or Works in any way which associates the NFT Content

and/or the Works with hatred, intolerance, violence, cruelty, or otherwise infringes upon the rights of others.

- 13.6. Any exercise of right granted hereunder requires attribution to the copyright owner and the Creator if they are listed in the NFT sale, where reasonably possible. Grantee shall not challenge the Grantor's copyright ownership of the NFT Content and/or the Works. The NFT Seller warrants that they are authorized to license the NFT Token, and/or the Works consistent with these terms.
- 13.7. Grantee may contact the Grantor if Grantee wishes to obtain rights not otherwise included herein. Any further grant of rights shall be in writing and evidenced by a further NFT, or signed documents, agreed to by all parties.
- 13.8. This License only addresses the rights to the NFT Content, NFT Token and the Works attached to the NFT transaction, not the NFT itself. There may be additional terms on the NFT listing page. To the extent there is a direct conflict, the NFT sale/listing page shall control and govern solely with respect to the intellectual property rights related to the Works of the NFT Token.
- 13.9. To determine which version of this license applies to your transaction, compare the timestamp of the NFT to the version date and time of this page.

#### **14. POTENTIAL RISKS**

You accept and acknowledge each of the following risks:

- o The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your NFT Tokens, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Tokens will not lose money. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum block chain. You acknowledge these risks and agree that Niftyz.io cannot be held liable for such fluctuations or increased costs.
- o You expressly understand and agree that your access to and use of the Services, the Website is at your sole risk and that the Website and our Service are provided on an "as is" basis without any warranties of any kind.
- o The Website does not store, send, or receive NFT Tokens. This is because NFT Tokens exist only by virtue of the ownership record maintained on the Website's supporting blockchain in the Ethereum or Polygon networks. Any transfer of NFT Tokens occurs within the supporting blockchain in the Ethereum or Polygon networks, and not on the Website.
- o NFT Tokens are intangible digital assets that exist only by virtue of the ownership record maintained in the Ethereum or Polygon networks. All Smart Contracts are conducted and occur on the decentralized ledger within the Ethereum or Polygon platforms. We have no control over, and make no guarantees, warranties or promises with in relation to Smart Contracts.

- o We will not be liable to you for any losses you incur as the result of your use of the Ethereum or Polygon networks. This includes, but is not limited to, losses, damages or claims arising from (i) user error (e.g. forgotten access information (such as passwords, private keys, seeds or mnemonics or incorrectly construed Smart Contracts or other transactions); (ii) server failure or data loss; (iii) corrupted wallet files; (iv) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, or other means of attack against the Website, the Ethereum or Polygon network, Meta Mask or any other web 3 compatible browser or wallet. We are also not responsible for losses due to block chains or any other features of the Ethereum or Polygon network of Meta Mask or any other web 3 compatible browser or wallet, including but not limited to late report (or no report) by developers or representatives of any issues with the blockchain supporting the Ethereum or Polygon network, including forks, technical node issues or any other issues having fund losses as a result.
- o There are inherent security risks in providing information and dealing online over the internet. Niftyz.io implements appropriate technological and organizational safeguards to reduce the risk of any security breaches which could result in the accidental or unlawful destruction, loss, alteration, disclosure or access to your information. We also release periodic updates to reduce the risk of security incidents.
- o There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Niftyz.io will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum or Polygon network, however caused.
- o A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Niftyz.io ecosystem, and therefore the potential utility or value of Tokens.
- o The Website, Ethereum, Polygon and digital assets could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of Niftyz.io to continue to develop, or which could impede or limit your ability to access or use the Website or Ethereum or Polygon blockchains, including access to your digital assets or other funds, and new regulations or policies may materially adversely affect the development of the Niftyz.io ecosystem, and therefore the potential utility or value of Niftyz.io.
- o Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all block chains using the standards as ERC-20, ERC-721, EIP-2981, EIP-998, EIP-2309 or other bespoke smart contracts, including the Niftyz.io ecosystem. Similarly, this could happen to the Polygon blockchain.
- o You acknowledge and understand that cryptography is a progressing field. Advances

in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies, digital assets and the Website, which could result in the theft or loss of your digital assets or Tokens. To the extent possible, it is intended to update the protocol underlying the Website to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Website, you acknowledge these inherent risks.

- o Our smart contracts are fully open-source and verified on the blockchain for analysis. That said, you acknowledge that the Website is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Website. This warning and others provided in these Terms by NIFTYZ.IO in no way evidence or represent an ongoing duty to alert you to all of the potential risks of utilizing or accessing the Website.
- o Any use or interaction with the Website requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of digital asset on the Website does not indicate our approval or disapproval of the underlying technology regarding such type of digital asset, and should not be used as a substitute for your own understanding of the risks specific to each type of digital asset. We make no warranty as to the suitability of the digital assets referenced on the Website and assume no fiduciary duty in our relations with you.
- o Use of the Website, in particular for creating, buying or selling trading digital assets, may carry financial risk. Digital assets are, by their nature, highly experimental, risky and volatile. You acknowledge and agree that you will access and use the Website at your own risk. The risk of loss in trading digital assets can be substantial. You should, therefore, carefully consider whether such creating, buying or selling digital assets is suitable for you in light of your circumstances and financial resources. By using the Website, you represent that you have been, are and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction conducted via the Website or any underlying digital asset. You accept all consequences of using the Website, including the risk that you may lose access to your digital assets indefinitely.
- o All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for and will in no circumstances be liable to you in connection with use of the Website for performing digital asset transactions. Under no circumstances will the operation of all or any portion of the Website be deemed to create a relationship that includes the provision or tendering of investment advice.
- o You are aware of and accept the risk of operational challenges. The Website may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Website. You agree to accept the risk of the Website failure resulting from

unanticipated or heightened technical difficulties. We do not guarantee that the Website is or will remain updated, complete, correct or secure, or that access to the Website will be uninterrupted. The Website may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Website or the software underlying the Website. Accordingly, you should verify all information on the Website before relying on it, and all decisions based on information contained on the Website are your sole responsibility and we will have no liability for such decisions.

## **15. ACCEPTABLE USE**

15.1. In connection with using or accessing the Services or the Website, you will not:

- o breach or circumvent any laws, third-party rights or our systems or policies;
- o sell any items that infringe the copyright, trademark or other rights of third parties; use our Services if you are not able to form legally binding contracts (for example if you are under 18);
- o manipulate the price of any item or interfere with any other user's listings; post false, inaccurate, misleading, defamatory, or libelous content; transfer your account to another party without our consent;
- o use the contact information of other users for any purpose other than in relation to a specific transaction on the website (which includes using this information to send marketing materials directly to Niftyz.io users unless the user has given explicit consent to receiving these materials);
- o distribute viruses or any other technologies that may harm Niftyz.io, or the interests or property of Niftyz.io users;
- o use any robot, spider, scraper or other automated means to access our Services for any purpose;
- o bypass our robot exclusion headers, interfere with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- o export or re-export any application or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- o commercialize any Niftyz.io application or any information or software associated with such application;
- o harvest or otherwise collect information about users without their consent; or circumvent any technical measures we use to provide the Services
- o access, copy, store or use any aspect of the, the Website, or Services for any purpose other than your own personal use;
- o distribute, disclose, publish, sell, rent or otherwise expose any aspect of the Services to any third party for any purpose;
- o prepare derivative works from the Services;
- o share your user credentials (user name, ID, and password) or transfer your account to any person without our consent;

- o access, search, collect information from, or otherwise interact with the Services whether by manual methods or by use of any software, device, script or robot, or by any other means (automated or otherwise), including by "scraping," "crawling" or "spidering" the Services, to systematically retrieve content in order to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like (except that crawling is permissible without further authorization if done in accordance with the provisions of the robots.txt file only);
- o access the Services other than through the currently available, published interfaces that are provided by Niftyz.io, unless You have been specifically authorized to do so in a separate agreement with Niftyz.io;
- o access, tamper with or use non-public areas of any of the Services, Niftyz.io's computer systems, or the technical delivery systems;
- o probe, scan, or test the vulnerability of any system or network of Niftyz.io., or breach or circumvent any security or authentication measures of such system or network;
- o otherwise abuse the Services or breach the Terms; or
- o attempt to do any of the foregoing, or advocate, encourage, assist or permit any third party to do any of the foregoing.

15.2. You agree that we will commence supplying our Services to you as soon as you accept these Terms. You can cancel these Terms under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Business users can cancel these Terms by contacting us. We may recoup the cost of any Services provided up to the point of cancellation.

15.3. Please note that if you choose to cancel these Terms, this will not affect any sales contract that you may have as a buyer or seller.

15.4. Additionally, we reserve the right to vary or terminate all or part of our Services and/or not provide all or part of our Services to anyone for any reason and/or period of time, at our discretion.

## **16. CHANGES TO THESE TERMS**

We may amend these Terms at any time. The most current version of these Terms will be posted on the Site with the "Last Revised" date at the top. Any changes or modifications will be effective immediately upon posting the revisions to the Site. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right you may have to receive specific notice of such changes or modifications. Use of the Website by you after any modification to the Terms constitutes your acceptance of the Terms as modified. If you do not agree to the Terms in effect when you access or use the Website, you must not use the Website. We may, at any time and without liability or prior notice, modify or discontinue all or part of the Website (including access to the Website via any third-party links).

These Terms may not be otherwise amended except through mutual agreement by you and a Niftyz.io representative authorized to do so.

## 17. PRIVACY

We value Your privacy. We may process and/or control your information in accordance with our privacy policy subject to and in compliance with the applicable Privacy laws. By using Our Services, You agree to NIFTYZ.IO's privacy policy, available at [https://niftyz.io/Privacy\\_Policy.pdf](https://niftyz.io/Privacy_Policy.pdf) (the "**Privacy Policy**"), which is incorporated herein by reference and made an inseparable part of these Terms.

Niftyz.io is the data controller for your information and we have specific obligations to you under data protection law. You can find out more about what information we use, what we use it for and who we share it with in our Privacy Policy.

Our Privacy Policy also contains details about your legal rights in relation to your information (but your legal rights will vary depending on where you are located).

## 18. INDEMNIFICATION

By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted law, to indemnify, defend, and hold harmless Us, as well as any contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns of Niftyz (individually and collectively, the "Niftyz.io Parties"), from and against all actual or alleged 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 un-matured, 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 (a) your use or misuse of the Service, content, NFTs, or content linked to or associated with any NFTs (b) any Feedback you provide, (c) your violation of applicable law or violation of the rights of or obligations to a third party, including another user or third-party, and (e) your negligence or willful misconduct. You agree to promptly notify us upon becoming aware of any violation or misappropriation as aforementioned.

## 19. LIMITATION OF LIABILITY

19.1. While we work to keep the Services and the Website safe, secure, and functioning properly, but we cannot guarantee the continuous operation of or access to our Services.

19.2. We (including our parent, subsidiaries, affiliates, directors, agents and employees) shall not be liable to you in contract, tort (including negligence) or otherwise for any business losses, such as loss of data, profits, revenue, business, opportunity, goodwill, reputation or business interruption or for any losses which

- are not reasonably foreseeable by us arising, directly or indirectly from:
- o our use of or your inability to use our Services; delays or disruptions in our Services;
  - o viruses or other malicious software obtained by accessing, or linking to, our Services;
  - o glitches, bugs, errors, or inaccuracies of any kind in our Services; damage to your hardware device from the use of any Service;
  - o the content, actions, or inactions of third parties, including items listed using our Services;
  - o a suspension or other action taken with respect to your account; or
  - o your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to these Terms or our policies.

19.3. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you. This is especially so if you are a consumer. You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on any of our sites.

19.4. Although we use techniques that aim to verify the accuracy and truth of the information provided by our users, user verification on the internet is difficult. We cannot and do not confirm, and are not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on our sites.

19.5. Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute not to exceed the total fees which you actually paid to us in the 12 months prior to the action giving rise to the liability, or (b) £100.

19.6. Nothing in these Terms shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our gross negligence or the gross negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law.

## **20. COMPENSATION**

You will compensate us in full (and our officers, directors, agents, subsidiaries, joint ventures and employees) for any losses or costs, including reasonable legal fees, we incur arising out of any breach by you of these Terms, your improper use of the Services or your breach of any law or the rights of a third party.

## **21. LEGAL DISPUTES**

Any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed in all respects exclusively by the laws of England and Wales,



without regard to any conflict of law provisions. You and Niftyz.io both agree to submit any dispute or controversy to the exclusive jurisdiction of the competent courts in London, England.

## **22. GENERAL**

### **22.1. Entire Agreement**

These Terms and our Privacy Policy constitute the entire and exclusive understanding and agreement between you and us regarding your access to and use of the Services, including the Website and our Services, and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and Niftyz.io regarding the subject matter hereof. Validity of any provision of these Terms is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

### **22.2. Assignment**

You may not assign, transfer, delegate or sublicense any of your rights or obligations under the Terms, including by operation of law or merger or consolidation, without our express prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment, transfer, delegation or sublicense without the foregoing consent will be null and void.

We may assign our rights and obligations under these Terms (but without your prior express consent), provided that we assign these Terms on the same terms or terms that are no less advantageous to you.

### **22.3. Dispute**

If you have a dispute with one or more Users, you release us (and our affiliates and subsidiaries, and our and their respective officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **22.4. No relationship**

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms but this does not affect any right or remedy of a third party specified in these Terms or which exists or is available apart from that Act.

### **22.5. Waiver**

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section 18 shall not affect the validity and enforceability of

the rest of these Terms.

### **23. FEEDBACK AND CONTRACT DETAILS**

You may choose to submit comments, bug reports, ideas or other feedback about the Website, including without limitation about how to improve the Website (collectively, “**Feedback**”) by emailing us. We are free to use such Feedback at our discretion and without additional compensation to you, and may disclose such Feedback to third parties.

Users with questions, complaints or claims with respect to the website, the Services or the Website can be made by contacting us at **report@niftyz.io**.