

## **CRYPTID CLAN DISCLAIMERS**

**We reserve the right and disclaim all liability for system failures while the system remains the property of Cryptid Clan LLC.**

### **General Disclaimer**

**You understand and agree that your access to and use of the site and the NFTs is entirely at your own risk and that the site and the NFTs are provided "as is" and "as available" without any explicit or implied warranties. To the fullest extent permitted by applicable law, we, our subsidiaries, affiliates, and licensors disclaim all express and implied warranties with respect to the site and the NFTs and any part thereof (including, but not limited to, the site, any NFT, or any external websites), including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, or reliability. Without limiting the above, we make no representations or guarantees to you, our subsidiaries, affiliates, or licensors, that:**

- **Your access to and usage of the site and the NFTs shall be in accordance with your specifications.**
- **Your access to and usage of the site and the NFTs shall be seamless, timely, secure, and error-free.**
- **The Site and the NFTs will offer accurate use data.**
- **The Site and the NFTs, as well as any material, services, or features offered on or via the site are virus- and malware-free.**
- **Guarantee any information you provide while using the site or the NFTs will be safe. Due to the fact that certain countries prohibit the exclusion of implied guarantees in consumer contracts, some or all of the foregoing exclusions may not apply to you.**
- **You acknowledge the inherent security risks associated with submitting information and transacting online over the Internet and agree that we are not liable or responsible for any breach of security unless it is the result of our wilful misconduct.**

**We shall not be liable to you for any losses you experience as a result of your use of the Blockchain, including but not limited to any losses, damages, or claims resulting from the following:**

- **User mistake, such as forgetting passwords or interpreting NFTs or other transactions wrong.**
- **In the event of a server failure or data loss,**
- **wallet files that have been corrupted.**

## **CRYPTID CLAN LLC. TERMS OF SALE**

**Last Update: 3-15-2022**

**These Terms and Conditions of Sale apply to all customers of Cryptid Clan's NFTs. It provides critical information on your legal rights, remedies, and responsibilities, as well as our responsibilities to you. By purchasing an NFT from Cryptid Clan or by accessing or using the Platform (as defined below), including by connecting your Ethereum wallet, you agree to be bound by these Terms of Sale. You may opt out of these Terms of Sale by declining to purchase any NFTs from us. Once you have purchased an NFT, these Terms of Sale form a legally enforceable agreement between you and Cryptid Clan LLC., governing your access to and use of the Platform.**

**These Terms of Sale may be modified at any time, and your continued use of the Platform following the publishing of any notice of such modification constitutes your acceptance and consent to such modification.**

### **Definitions**

**"Artwork" refers to any digital artwork, design, or sketch related with an NFT that you own, including parcels, islands, or other land, as well as accompanying structures and things.**

**"NFT" refers to any unit of data that is a blockchain-tracked, non-fungible token, such as those complying to the ERC-721 standard, for the purposes of these Terms of Sale.**

**"NFT Owner" refers to a Purchaser who has acquired a Cryptid Clan minted NFT.**

**"Own"** refers to an NFT that you have purchased or otherwise obtained legitimately from a lawful source, with proof of such acquisition recorded on the relevant blockchain.

The term **"Platform"** refers to the website, as well as any connected subdomains, applications, or online portals.

The term **"Purchaser"** refers to an individual or organization that purchases an NFT from Cryptid Clan.

**"Purchased NFT"** refers to an NFT that you have purchased.

A **"Qualifying Transaction"** is any transaction in which a Purchased NFT is sold on a Secondary Market.

**"Fees"** refers to the sum payable to Cryptid Clan by a Secondary Marketplace.

The term **"Secondary Marketplace"** refers to any marketplace that enables an NFT Owner to sell a Purchased NFT, as well as any third-party intermediary, such as an auction house, that sells a Purchased NFT on behalf of an NFT Owner, when proof of such purchase is recorded on the relevant blockchain.

The term **"Terms"** refers to the Terms of Sale as set out above.

The term **"Your Content"** refers to any files, images, documents, music, digital works, and videos that you upload, save, or publish, but excludes any NFT that you own.

#### **Your Representations and Acceptance of Risks**

You represent that you are at least thirteen years old and that, if you are between the ages of thirteen and eighteen years old (or any higher age required to be deemed to have reached the age of majority under the applicable law of the state or jurisdiction in which you reside), you have obtained your parent's or legal guardian's prior permission to purchase an NFT from Cryptid Clan and to use the Platform, and that your parent or legal guardian has reviewed and discussed the purchase with you. Because some of the information available on the platform may be inappropriate for kids, we urge that parents or legal guardians who let their child to access and use the Platform closely monitor their child's activities, including, but not limited to, any interaction with other users.

You promise that your purchase of any NFT from Cryptid Clan Metaverse will not result in any of the following:

1. break any third-party agreements,
2. Breach any contract with banks or financial institutions, or any other form of contract,
3. violate any applicable local laws,
4. cause an infringement, misappropriation, or violation of a third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of publicity or privacy, or a violation of any relevant law or regulation.

You warrant that the funds in your Ethereum Wallet used to purchase the NFT from Cryptid Clan are not associated with any criminal activity, including tax evasion, and that you are not under investigation for, or have been charged with, or convicted of, money laundering, terrorist activities, or other crimes. Additionally, you represent that the funds in your Ethereum Wallet are not attributable, directly or indirectly, to (a) a citizen or resident of, or location in, a geographic area targeted by the European Union, the United Kingdom, the United Nations, or the United States, or (b) an individual, or an individual employed by or associated with an entity, identified on the US Department of Commerce's Denied Persons or Entity List, the US Department of Treasury's Specially Designated Nationals or Blocked Persons Lists, or the US Department of State's Debarred Parties List, or similar lists promulgated by the government of the European Union, the United Kingdom, or the United Nations.

You represent and warrant that you are familiar with cryptocurrencies and the NFT market, as well as the risks and costs involved with them.

To begin specific Platform transactions, a Purchaser must deliberately invoke one or more smart contract operations from his or her Ethereum Wallet. All such transactions on the Platform, including the sale or purchase of NFTs, are started at the full discretion and risk of the Purchasers via one or more smart contracts. The smart contracts are set to make it easier to complete a transaction or transfer an NFT. By invoking, calling, asking, or otherwise engaging with the smart contract, the Purchaser accepts the risk associated with smart contracts and agrees to be obligated by the outcome of any smart contract activity.

**You understand and accept that there are risks connected with the acquisition and ownership of NFTs, as well as with the use of blockchain technology. These risks include, but are not limited to, the risk of losing access to any NFT due to the loss of private key(s), custodial error, or Purchaser error, the risk of mining or blockchain attacks, the risk of hacking and security vulnerabilities, the risk of regulatory intervention in one or more jurisdictions, the risk of token taxation, the risk of personal information disclosure, the risk of uninsured losses, unanticipated risks, and volatility risks. Additionally, you assume all risks associated with using an Internet-based currency, including, but not limited to, risk associated with hardware, software, and Internet connections, risk associated with the introduction of malicious software, and risk associated with third parties gaining unauthorized access to information stored within your Ethereum Wallet.**

**You acknowledge that the NFT(s) will be acquired using Ether and that Cryptid Clan has no influence over Ethereum miners' gas costs. Additionally, you are aware that Cryptid Clan lacks the capacity to reverse Ethereum transactions. You are entirely responsible for any negative consequences resulting from interruptions or other difficulties affecting Ethereum or the Ethereum network.**

**You are solely responsible for the security and administration of your private Ethereum wallets, as well as for validating all transactions and contracts made by this Platform prior to their acceptance. Additionally, because the smart contract is running on the Ethereum network, no transaction can be undone, reversed, or restored.**

**You realize that the prices of NFTs are very volatile, and that variations in the pricing of other NFTs may have a positive or negative effect on the price of your NFTs. NFTs should not be considered an investment due to their volatility. As such, no material on the Platform (or any other documents referenced within) constitutes or may be construed as investment advice or an offer to engage into a contract for any investment purpose. Additionally, nothing on the Platform constitutes or is intended to constitute a securities offering in any country, nor does it represent an offer or invitation to acquire shares, stocks, or other financial products. Cryptid Clan has not registered or been permitted to sell NFTs by any authority in any jurisdiction. It is solely your obligation to ensure that the purchase of an NFT and any connected artwork complies with applicable local laws and regulations. NFTs, cryptocurrencies, and blockchain technology are all very new, with an uncertain regulatory landscape. New laws may have a detrimental effect on such technologies, lowering the value of your NFT.**

**You acknowledge that the Platform is built on the Associated Platforms and that Cryptid Clan has no control over modifications to the Associated Platforms that may compromise the Platform's functionality and operation, as well as your ability to benefit from the Purchased NFT.**

#### **Ownership & Secondary Sales**

**The buying price of an NFT is specified in terms of cryptocurrency. You may use any digital wallet provider or a self-hosted wallet to make the purchase, but the transaction will be done entirely on the Ethereum network. We will have no visibility into or control over these payments or transactions, and we will have no capacity to reverse any of them. We shall not be liable to you or any third party for any claims or damages arising out of any transactions you engage in or any transactions you conduct using the Ethereum network. Each transaction on the Ethereum network involves the payment of a transaction cost referred to as a gas fee. The gas tax is used to fund the decentralized Ethereum network's network of computers. This implies that bitcoin and NFT transactions will incur a gas cost. The gas expenses associated with NFTs are far greater than those associated with cryptocurrency transactions, and may even exceed the cost of an NFT.**

**The risk associated with and responsibility for the NFT will pass to you when the NFT is received in the digital wallet selected by you, which time may be determined at our discretion, including by observing the transfer on the blockchain on which the NFT is kept. We are not liable for any usage or future transfers of the NFT that you make.**

**You are responsible for implementing reasonable security measures to protect the digital wallet or other storage mechanism you use to receive and hold the NFT, including any private keys or other access credentials required to access such storage mechanisms, and you expressly acknowledge that the risk associated with acquiring the NFT from us, transferring the NFT to others, and holding or using the NFT or**

**your digital wallet is entirely your responsibility. If you lose access to your private keys or other authentication credentials, you may lose access to your NFT. We are not liable for any such damages, which may include, but are not limited to, losses incurred as a result of third-party service providers.**

**We are not liable if the Artwork becomes inaccessible to you for any reason, or if the Artwork is modified or altered in any way, including deletion. You understand that we may produce further copies and distribute the Artwork, and that we may sell or otherwise assign the Artwork's copyright or other intellectual property or economic rights.**

**When you purchase an NFT, you acquire complete ownership rights in the NFT, including the ability to store, sell, and transfer the NFT. However, your purchase of the NFT does not convey any express or implied rights in (including, without limitation, any copyrights or other intellectual property rights in and to the Artwork associated with the NFT) other than the rights granted to you on the Platform, such as the right to modify the Artwork, enter your parcel and structure built on the parcel, and to exclude others. These Terms terminate your rights and interests in the Artwork or NFT immediately upon any subsequent sale, transfer, disposition, burning, or other relinquishment of the NFT. You may sell a Purchased NFT on a marketplace that allows for the purchase and sale of your Purchased NFTs, provided that the marketplace cryptographically verifies each NFT owner's right to display the Artwork for their Purchased NFTs to ensure that only the actual owner may display the Art; or as part of a third-party platform or application that allows for the inclusion, involvement, or participation of your NFTs, provided that the platform/application cryptographically verifies each NFT owner's rights to display the Artwork for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Artwork is no longer visible once the owner of the purchased NFT leaves the platform/application.**

**The NFT Owner's participation in the Platform is subject to any regulations or policies implemented by Cryptid Clan and posted on its Platform from time to time, including limits on architecture, building kinds, and the NFT Owner's or its avatar's actions and behaviour. If an NFT Owner breaches these rules or policies, access to the Platform may be limited.**

**In exchange for the rights granted to each Purchaser under this Agreement, Cryptid Clan shall be entitled to receive fees from any Secondary Marketplace pursuant to any agreement it may negotiate with any Secondary Marketplace or pursuant to the terms governing such payments by any Secondary Marketplace, or, if no agreement or terms governing such payments exist with any Secondary Marketplace, shall be entitled to receive a fee equal to 5% of the value of any sale of a Purchased NFT made on or by the Secondary Marketplace.**

#### **Cryptid Clan and Marketing Support**

**Cryptid Clan may give advantages to Purchasers in exchange for marketing support activities such as social media postings; in such cases, Cryptid Clan will post an addition to these terms on its Platform outlining the activities, related benefits, and criteria for awarding such benefits. Conditions for awarding such benefits may vary among Purchasers, may require Purchasers to provide certain personal information to enable Cryptid Clan to comply with tax or other laws, and may require Purchasers to provide documentation of any such marketing support activities that cannot be verified through Cryptid Clan accessing a third-party service such as Twitter. Cryptid Clan is under no duty to offer such advantages, and no Purchaser should anticipate receiving them. Any marketing program developed by Cryptid Clan on its Platform may be discontinued at any time for any reason, in which case any previously accrued or awarded benefits may lose all or a substantial portion of their value, and any NFTs minted by Cryptid Clan may also lose all or a substantial portion of their value.**

#### **Content**

**The Platform's information, services, goods, data, and materials are supplied "as is" without warranty, and Cryptid Clan, to the fullest extent permissible by law, disclaims responsibility for or guarantees the content's correctness, timeliness, or completeness.**

The Platform may provide you with the ability to store and distribute Your Content, as well as receive content from others. We make no claim to intellectual property rights in Your Content. Your Content will always be Your Content, and you will stay solely responsible for it.

When you share Your Content with others, you acknowledge that they may be able to use, save, record, reproduce, transmit, and display Your Content on a worldwide basis without paying you. If you do not want others to have such capacity, do not share Your Content through the services. You represent and warrant that you have (and will continue to have) all essential rights in and to Your Content uploaded, saved, or shared on or via the services, and that the collection, use, and retention of Your Content will not violate any law or the rights of others. Cryptid Clan is not responsible for Your Content or the content of third parties that post, store, or publish anything via the services.

To the extent necessary to provide the services to you and others, to protect you and the services, and to improve Cryptid Clan products and services, you grant White Cryptid Clan a worldwide and royalty-free intellectual property license to use Your Content, including copying, retaining, transmitting, reformatting, displaying, and distributing via communication tools Your Content on the services. If you publish Your Content in sections of the Service that are freely accessible online, Your Content may appear in demos or promotional materials for the Service. Certain services may be subsidized through advertising. The Privacy Statement contains a detailed description of our advertising policies.

#### Copyrights

Unless otherwise specified, all copyrights in the page content or display screens, as well as the information and material contained within, including its arrangement, are owned by their respective owners. Except as expressly stated, no information or content may be copied, transmitted, displayed, performed, distributed, or otherwise used in whole or in part without the prior written consent of the owners, except to the extent permitted by the Copyright Act of 1976, as amended, and then only for your personal, noncommercial use. We will react to properly framed notifications of suspected copyright infringement. If you feel that any materials available on or via the Platform violate your copyright, you may request that such materials (or access to them) be removed from the Platform by sending a written notification to our Copyright Agent (designated below). According to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. 512) ("DMCA"), the written notice (the "DMCA Notice") must include the following in significant part:

1. your signature, whether physical or electronic.
2. Identification of the allegedly infringed copyrighted work or, if the claim concerns several works on the Platform, a sample list of such works.
3. Identification of the allegedly infringing item in a sufficiently detailed manner to enable us to find it.
4. Sufficient contact details for us to reach you (including your name, postal address, telephone number, and, if available, email address).
5. A statement that you have a good faith conviction that you are not permitted to use the copyrighted work by the copyright owner, its agent, or the law.
6. A statement attesting to the accuracy of the information included in the written notification.
7. A declaration, made under penalty of perjury, that you are authorized to act on the copyright owner's behalf.

Our designated Copyright Agent to receive DMCA Notices is: [info@cryptidclan.io](mailto:info@cryptidclan.io)

If you do not adhere to all of the DMCA's Section 512(c)(3) criteria, your DMCA Notice may be ineffective. Please be aware that if you materially misrepresent that anything or behavior on the Platform violates your copyright, you may be liable for damages (including costs and lawyers' fees) under Section 512(f) of the DMCA.

#### Service Availability

The Platform's services, materials, and products may become unavailable at times, may be supplied for a limited period, or may vary by area or device.

We make every effort to keep the services up and running; but all online services have periodic interruptions and outages, and Cryptid Clan is not responsible for any inconvenience or loss that may occur. You may not be able to retrieve Your Content or saved data in the case of an outage. We strongly advise you to routinely backup Your Content stored on the Platform.

#### **Unauthorized Use**

Unauthorized use of the Platform is strictly forbidden, including but not limited to unauthorized entrance, password abuse, or misuse of any information provided to a site.

#### **Changes to Terms of Use**

We have the right to modify these Terms of Sale at any moment and will notify you in advance. By continuing to use the services after the changes take effect, you agree to the new terms. If you do not agree to the amended conditions, you must immediately cease using the services, close your Cryptid Clan account, and assist your minor child in closing his or her Cryptid Clan account, if you are a parent or guardian.

At times, software upgrades will be required to continue utilizing any Cryptid Clan mobile applications. We may check your software version automatically and download any necessary upgrades or configuration adjustments. Additionally, you may be needed to upgrade your software in order to continue utilizing the services. Such updates are subject to these Terms of Sale unless they are accompanied by other terms, in which case the additional terms govern. Cryptid Clan is not bound to make updates accessible, and we offer no promise that we will support your device's operating system or that we will continue to support an operating system for which we previously provided support.

Additionally, there may be occasions when we need to delete or modify features or functionality of the Platform, discontinue offering a service, or terminate your access to all or part of the Platform. Except as required by relevant law, we are not obligated to offer a re-download or replacement of previously acquired content or software. We may release a beta version of the Platform or its features, which may not function properly or in the same way as the final version.

#### **Unsolicited Ideas**

Cryptid Clan does not entertain or accept unsolicited submissions or ideas, including but not limited to suggestions for new goods, technology, promotions, product names, customer feedback, and product enhancements ("Unsolicited Feedback"). If you provide Cryptid Clan any Unsolicited Feedback via the services or otherwise, you understand and agree that Cryptid Clan is under no obligation of confidentiality with regard to the Unsolicited Feedback.

#### **Export Laws and Taxes**

You must comply with all applicable local and international export laws and regulations, including limits on destinations, end users, and end use.

You are responsible for determining and paying all taxes due. You are liable for all relevant taxes, including any VAT, sales, compensating use, or similar tax, as applicable to you as the NFT Purchaser. Additionally, you will be liable for any income or other taxes associated with the sale of the cryptocurrency used to make the transaction.

Additionally, you are liable for any relevant tax, if any, on any benefits received in connection with Marketing Support operations. You are responsible for determining and paying all taxes due.

#### **Security**

Cryptid Clan will never ask for your password or contact you via an automated voice response system. Notify us of any suspicious behavior, such as emails, texts, or automated messages enquiring about your account, or phone calls from unknown sources. If you believe you have been a victim of suspicious conduct, notify Cryptid Clan immediately using the contact information provided on their Platform.

#### **Disclaimer of Liability**

**YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF**

**(A) THE AMOUNTS YOU ACTUALLY PAID TO CRYPTID CLAN UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$100. You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive, are not recoverable. These restrictions and exclusions apply even if this remedy does not completely compensate you for any losses or fails to accomplish its basic objective, or even if we were aware of or should have been aware of the potential of the damages. To the extent permissible by law, these restrictions and exclusions apply to any claims arising out of or in connection with these Terms, the sale of NFTs, the services, or the mobile apps or software associated with the services.**

**All disputes arising out of or in connection with these Terms, including without limitation your access to or use of the Platform or any NFTs sold, will be submitted to and eventually resolved via arbitration in accordance with the American Arbitration Association's rules. The dispute will be decided by a single arbitrator and will be handled in line with the American Arbitration Association's applicable rules. Each party is responsible for its own expenses and costs connected with the arbitration procedures, and each party is responsible for 50% of the arbitration fees established pursuant to such rules. The arbitration will take held in, United States. The arbitrator's decision is final and binding, and any judgment made on the arbitrator's decision may be entered in any court of competent jurisdiction. Despite the above, we reserve the right to seek and obtain injunctive relief in any jurisdiction through any court of competent jurisdiction. WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE PLATFORM OR ANY NFTS SOLD OR DISTRIBUTED THROUGH THE PLATFORM, OR THE SMART CONTRACTS: (I) YOU EXPRESSLY WAIVE YOUR RIGHT TO A TRIAL BY JURY; AND (II) YOU EXPRESSLY WAIVE YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSSUITS RELATING TO ANY SUCH DISPUTE. CLASS ACTION LAWSSUITS, CLASS-WIDE ARBITRATIONS, PRIVATE ATTORNEY-GENERAL ACTIONS, AND ANY OTHER PROCEEDING IN WHICH SOMEONE ACTING IN A REPRESENTATIVE CAPACITY IS PROHIBITED. NOR IS COMBINING INDIVIDUAL PROCEEDINGS WITHOUT ALL PARTIES' CONSENT.**

**Any claim must be submitted within one year of the day it became possible to file it. Otherwise, it will be permanently blocked.**

**If the class action waiver is found to be invalid or unenforceable with respect to all or some of the components of a dispute, the class action waiver will apply solely to the remaining components. If any other provision of this section is determined to be unlawful or unenforceable, it will be severed, but the remainder of the section will remain in effect.**

**TO THE EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

**YOU ARE SOLELY RESPONSIBLE FOR YOUR USAGE OF THE PLATFORM. THE WEBSITE IS GIVEN "AS IS" WITHOUT ANY EXPLICIT OR IMPLIED GUARANTEES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, AND NONINFRINGEMENT. CRYPTID CLAN MAKES NO REPRESENTATIONS OR ASSURANCES ABOUT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT GIVEN THROUGH THE PLATFORM OR THIRD-PARTY CONTENT CONNECTED TO THE PLATFORM, AND DISCLAIMS ALL DUTY AND RESPONSIBILITY FOR ANY (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM A LOSS OF REVENUE, INCOME, OR PROFITS, A LOSS OF USE OR DATA, OR DAMAGES RESULTING FROM BUSINESS DISRUPTION); (II) ANY DAMAGES**

RESULTING FROM THE INABILITY TO TRANSFER A NFT DUE TO AN ERROR SUCH AS FORGOTTEN PASSWORDS, MISTYPED ADDRESSES, OR INCORRECTLY CONSTRUCTED TRANSACTIONS, MINING ATTACKS, CYBERSECURITY ATTACKS, VULNERABILITIES IN OUR SECURITY, BLOCKCHAIN MALFUNCTIONS OR OTHER TECHNICAL ERRORS, TELECOMMUNICATIONS FAILURE, UNFAVORABLE REGULATORY DETERMINATIONS OR ACTIONS IN ONE OR MORE JURISDICTIONS (INCLUDING WITH RESPECT TO NFTS OR CRYPTOCURRENCIES), TAXATION OF NFTS OR CRYPTOCURRENCIES, PERSONAL INFORMATION DISCLOSURE, UNINSURED LOSSES, UNANTICIPATED RISKS, VOLATILITY RISKS, SERVER FAILURE OR DATA LOSS, CORRUPTED OR OTHERWISE INACCESSIBLE DIGITAL WALLETS, UNAUTHORISED ACCESS TO APPLICATIONS, INABILITY TO ACCESS OR TRANSFER THE NFT, INABILITY TO ACCESS OR DISPLAY THE DIGITAL ASSET; AND (III) ANY DAMAGES RESULTING FROM UNAUTHORISED THIRD PARTY ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE INTRODUCTION OF VIRUSES OR OTHER MALICIOUS CODE, THE USE OF PHISHING, SYBIL ATTACKS, 51 PERCENT ATTACKS, BRUTEFORCING, CHANGES TO THE PROTOCOL RULES OF THE BLOCKCHAIN (I.E. "FORKS"), OR ANY OTHER MEANS OF ATTACK THAT AFFECT, IN ANY WAY, THE NFT OR DIGITAL ASSET; IN EACH CASE OF I – (III), ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SALE OR USE OF NFTS OR DIGITAL ASSETS OR OTHERWISE RELATED TO THESE CONDITIONS OF SALE, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE CAUTION WHERE APPROPRIATE.

WITHOUT LIMITING THE FOREGOING, NEITHER CRYPTID CLAN NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL ALWAYS BE ACCESSIBLE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM, OR AS TO THE TIMELINESS, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE PLATFORM. NEITHER CRYPTID CLAN NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER.

NEITHER CRYPTID CLAN NOR ANY OF ITS AFFILIATES OR LICENSORS ARE RESPONSIBLE FOR ANY USER'S CONDUCT, ONLINE OR OFFLINE. NEITHER THE CRYPTID CLAN NOR ANY OF ITS AFFILIATES OR LICENSORS WARRANT THAT THE CRYPTID CLAN IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER DANGEROUS COMPONENTS. COMPANY AND ITS AFFILIATES AND LICENSORS CANNOT AND DO NOT GUARANTEE THAT ANY PERSONAL INFORMATION YOU PROVIDE WILL NOT BE MISLEAD, INTERCEPTED, DELETED, DESTROYED, OR USED BY OTHERS.

YOU ACKNOWLEDGE AND AGREE THAT CRYPTID CLAN WILL ONLY PROVIDE THE PLATFORM IF YOU AGREE TO CERTAIN RESTRICTIONS IMPOSED BY CRYPTID CLAN, ITS MEMBERS, MANAGERS, SUBSIDIARIES, AFFILIATES, LICENSORS, PROMOTIONAL PARTNERS, OR OTHER BUSINESS PARTNERS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, VENDORS, THIRD-PARTY LICENSORS, CORPORATE PARTNERS, PARTICIPANTS, SUCCESSORS, AND ASSIGNS (EACH A "COMPANY PARTY" OR COLLECTIVELY THE "COMPANY PARTIES") LIABILITY TO YOU AND THIRD PARTIES. AS A RESULT, YOU AGREE NOT TO HOLD COMPANY PARTIES LIABLE FOR ANY DAMAGES, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR

**MAY ARISE, WHETHER KNOWN OR UNKNOWN, IN CONNECTION WITH YOUR OR ANY OTHER PARTY'S USE OF OR INABILITY TO USE THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH ANY USER'S CONDUCT, ACT, OR OMISSION (INCLUDING, WITHOUT LIMITATION, STALKING, SEXUAL OR OTHER HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY), ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY CRYPTID CLAN OR ITS AFFILIATES OR LICENSORS AND ANY DESTRUCTION OF YOUR INFORMATION. NO CORPORATE PARTY WILL BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF YOUR USE OF OR FAILURE TO UTILIZE THE PLATFORM, EVEN IF WARNED OF THE POTENTIAL OF SUCH DAMAGES.**

**IN SOME STATES, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS NOT PERMITTED, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, EVEN WITH THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT ANY COMPANY PARTY IS LIABLE FOR DAMAGES, THE AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WILL IN NO EVENT EXCEED THE AMOUNT YOU PAID TO PURCHASE YOUR NFT(S) FROM CRYPTID CLAN.**

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#### **Contact information**

- **In case you need to contact us, send an email to: [info@cryptidclan.io](mailto:info@cryptidclan.io)**