

# Terms of Use

## 1. About Blockchain Cuties

Blockchain Cuties is a distributed application that runs on Ethereum network, using specially-developed smart contracts to enable players to own, transfer, upgrade and gear up unique Cuties and Items (the “Assets”) which can then be visualized on a website or in a mobile application that the user can interact with (the “Site”). The Smart Contracts and the Site are collectively referred to in these Terms as the “App”. Using the App, users can view their Assets and use the Smart Contracts to acquire, trade transfer and alter Assets with other App users. Trade and acquisition is conducted through descending clock auction.

Before you can use the App, the Smart Contracts, or the Site, you need to agree to Terms of Use and sign them using your Ethereum account.

## 2. Cuties Generated by the System

We use smart contracts to generate generation 0 Cuties and promo cuties.

On the day of the launch of Blockchain Cuties, we begin generating these Cuties: one Cutie every 15 minutes, and they will be available for purchase. The logic of smart contracts limits the number of generation 0 Cuties that can be generated to 50 000 and promo Cuties to 5 000.

## 3. What You Need to Use the App

To start using the App, you need to set up one of the following browsers: Google Chrome, Firefox, or Opera. After that, you need to install a Metamask plugin for your browser.

MetaMask is an electronic wallet, which allows you to purchase (either directly via Coinbase, if you are in the United States, or via other third-party sites), store, and engage in transactions using Ethereum cryptocurrency. You will not be able to engage in any transactions in the App other than through MetaMask or other Ethereum-compatible wallet.

The App will only recognize you as a user and you will only be able to interact with the App if your Ethereum electronic wallet is connected to and unlocked through your MetaMask account. There is no other way to sign up as a user or to interact directly with the App.

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

## 4. Third-party Services

We neither own nor control MetaMask, Coinbase, Google Chrome, the Ethereum network, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the App. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

## 5. Commission and Payment

If you purchase, trade or alter Assets in the App, or with or from other users via the App, any financial transactions that you engage in will be conducted solely through the Ethereum network via MetaMask. We will have no insight into or control over these payments or transactions, nor 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 App, or using the Smart Contracts, or any other transactions that you conduct via the Ethereum network or MetaMask.

Ethereum requires the payment of a transaction fee (“Gas Fee”) for every transaction that occurs on the Ethereum network. The Gas Fee funds a network of computers that run the decentralized Ethereum network. This means that you will need to pay the Gas Fee for each transaction that occurs via the App.

In addition to the Gas Fee, each time you utilize a Smart Contract to conduct a transaction with another user via the App, you authorize us to collect a commission of 4% of the total value of that transaction. You acknowledge and agree that the Commission will be transferred directly to us through the Ethereum network as part of your payment. We will not collect a Commission for interactions that do not involve our App Marketplace.

Any and all purchases are final and non-refundable.

You agree to be solely responsible for any applicable taxes imposed on the Assets purchased hereunder. You shall pay any applicable taxes, including sales, use, personal property, value-added, excise, customs fees, import duties or stamp duties or other taxes and duties imposed by governmental agencies of whatever kind and imposed with respect to the transactions.

You acknowledge and accept that we reserve the right, at our own and complete discretion and at any time, to modify or to temporarily or permanently suspend or to eliminate the App or the selling of the Assets. We shall reserve the right to refuse selling the Assets to you without any explanation, at its sole and absolute discretion.

You must take appropriate actions for keeping safety of your login and password in the App and shall bear responsibility of their safety and confidentiality. All actions carried out with the use of your login and password, considered to be executed by you.

We have the right to send you by any means information about the App and Assets, including advertising, information and other messages and you, by accepting these Terms of Use, confirm your consent to it.

## 6. Risks

You accept and acknowledge each of the following:

- 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 Assets, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Assets will not lose money.
- 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 we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum network, however caused.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Blockchain Cuties ecosystem, and therefore the potential utility or value of Assets.
- The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of Blockchain Cuties ecosystem, and therefore the potential utility or value of Assets.
- 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 blockchains using the ERC-721 standard, including Blockchain Cuties.

## 7. Your Warranties and Guarantees

By accepting these Terms of Use, you confirm your legal capacity to enter in these agreement (Terms of Use) with us (under the applicable law and law of the country of your residence) as well as the authenticity of his personal data and other information needed to purchase Assets and use the App, and takes full responsibility for their accuracy, completeness and veracity. You take all risks connected with mistakes and inaccuracies in the provided personal data and other information.

You will not forge or otherwise manipulate with any personal or non-personal data requested by us, will provide all necessary personal or non-personal data in the form and format requested by us in the case when such necessity arises in connection with requirements of applicable legislation.

By accepting these Terms of Use, you confirm your consent to the processing of your personal data and other information by us with the purpose of implementation of these Terms of Use and using of the Assets and the App.

By accepting these Terms of Use you confirm that you will not be using the App or purchase the Assets for any illegal activity or unlawful actions, including but not limited to money laundering, drug trafficking or the financing of the terrorism.

## 8. Intellectual Property Rights

We have valid, unrestricted and exclusive ownership of rights to use the patents, trademarks, trademark registrations, trade names, copyrights, know-how, technology and other intellectual property necessary to the conduct of selling of the Assets, of usage of the App and our activities generally.

In no way shall these Terms of Use entitle you for any our intellectual property.

## 9. Indemnification and Limitation of Liability

To the extent allowable pursuant to applicable law, you shall indemnify, defend, and hold us and our subsidiaries, affiliates, directors, officers, employees, agents, successors and permitted assignees harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses or liabilities (including but not limited to reasonable attorneys' fees incurred and those necessary to successfully establish the right to indemnification) filed or incurred by any third party against us arising out of a breach of any warranty, representation, or obligation hereunder.

Except as expressly and specifically provided in these Terms of Use, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms of Use.

We shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:

- loss of profits;
- loss of business;
- depletion of goodwill or similar losses;
- loss of anticipated savings;
- loss of goods;
- loss of use;
- loss or corruption of data or information; or
- any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

We shall not bear any liability connected with:

- risks of losing access to the Assets or App due to the loss of password to the your account by yourself;
- risks associated with Ethereum (Ethereum platform protocol);
- risks of unfavorable regulatory actions in any jurisdiction;

- risks of the theft, hacking and security weakness;
- risk of mining attacks.

Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with all breaches of these Terms of Use shall be limited to the amount of the fee paid by you to us for the Assets.

## 10. Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE, OUR AGENTS, REPRESENTATIVES AND LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS AND ENDORSEMENTS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, SUITABILITY, RELIABILITY, FREEDOM FROM INFECTIONS OR VIRUSES OR COMPLETENESS AS WELL AS ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FURTHER, WE DO NOT WARRANT THAT THE APP OR THE ASSETS WILL CONTINUE TO OPERATE OR OTHERWISE OPERATE WITHOUT INTERRUPTION OR OTHERWISE IN A TIMELY, SECURE OR ERROR-FREE MANNER OR THAT THE SAME WILL MEET PURCHASER'S REQUIREMENTS OR EXPECTATIONS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SPECIFIED IN A WRITING BY US, THE Assets ARE SOLD ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND.

## 11. Term and Termination

These Terms of Use shall be in force for an indefinite period.

Notwithstanding anything contained herein, we reserve the right, without notice and at our sole discretion, to terminate these Terms of Use at any time without compensation of any kind to you. All rights granted to you under these Terms of Use will immediately be revoked upon our termination of the Terms of Use.

## 12. Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the law of United Kingdom.

If any dispute, controversy or claim of whatever nature arises under, out of or in connection with these Terms of Use, including any question regarding its existence, validity or termination or any non-contractual obligations arising out of or in connection with these Terms of Use, we and you shall use all reasonable endeavours to resolve the

matter amicably. No you or we shall resort to arbitration against the other party under these Terms of Use until thirty (30) days after such referral.

All disputes, which are unresolved and which you or we wish to have resolved, shall be referred upon the application to and finally settled under the Rules of Arbitration of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this paragraph. The number of arbitrators shall be one (1), appointed in accordance with the rules. The seat of the arbitration shall be London. The language of this arbitration shall be English. Section 45 and section 69 of the Arbitration Act 1996 shall not apply.

### 13. Miscellaneous

You may not assign or otherwise transfer (whether by operation of law or otherwise) these Terms of Use, nor any rights or obligations arising under it, to any person or legal entity without our written consent. We may transfer rights and obligations under these Terms of Use to third parties for the fulfillment of these Terms of Use without additional consent of you.

Nothing in these Terms of Use shall be construed to place the you or us in any partnership, agency or joint venture relationship. Our relationship is that of independent contractors.

If any provision or part of these Terms of Use is held to be unenforceable, we and you shall substitute an enforceable provision or part for the affected provision that approximates the intent and economic effect of the affected provision.

These Terms of Use are public offer and open document. The current effective version of the Terms of Use can be available on the website: <https://blockchaincuties.co/>

These Terms of Use may be amended by us unilaterally without prior written notice. Herewith, the continuation of the usage of the App and Assets after making changes or amendments in these Terms of Use means acceptance by you of such changes or amendments; therefore, you undertake to monitor changes or amendments in these Terms of Use regularly.

Appeals, suggestions and complaints of individuals and legal entities to us connected with the App or Assets, violations of the rights and interests of third parties or the requirements of applicable law, as well as requests of authorized persons may be sent to the e-mail address: [info@blockchaincuties.co](mailto:info@blockchaincuties.co).