

## **TERMS AND CONDITIONS**

Last Update: 13th July 2022

mutantmusks.com (hereinafter the "Site" or "Website") is owned and operated by Mutant Musks (hereinafter "Company", "we", "us", "our"). Please read and agree to these Terms and Conditions (hereinafter "Document", "Terms" or "T&Cs") and the Risk Disclaimer before using the Website and/or purchasing NFTs. If you do not agree to these Terms, please refrain from using the Website and purchasing NFTs. This Document is directed to NFT holders, registered users and visitors who access the Website in any manner (hereinafter "You", "User"). The use of the Website and the Services is subject to these Terms.

The Site will provide NFT services such as project information and NFT minting (hereinafter the "Services").

This document may be updated and or modified pursuant to the Company's sole discretion and without prior notice to you. By visiting or using the Site you agree to be bound by the latest version of the T&Cs. Please visit this section frequently.

We may restrict or refuse, at our sole discretion, the provision of our services in certain countries or regions. If you are a national or resident of one of such jurisdictions, please leave the site now as you are not allowed to use our Services directly or indirectly. It is your responsibility to ensure that you can access the Website, the Services and purchase the NFTs pursuant to the laws applicable to you. You engage with the Services and the NFTs at your sole risk.

### **CONDITIONS FOR USE**

You have to be at least 18 years old to purchase NFTs and access the Website. If you are under 18, you need parental supervision. Parents and guardians shall be liable for child's acts and omissions pursuant to these T&Cs.

### **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

This document is not a contract in force with you. By entering the Site and/or purchasing NFTs, you acknowledge and accept that crypto/digital asset activity is hazardous, high-risk, highly volatile and entails security risks as well as the potential lack of economic results, pricing volatility, inadequate liquidity, loss of value, theft, hacking, complete loss of tokens, loss of usability and other weaknesses related to the Company's or third-party's software. Company may not be able to fully develop the eco-system or execute or implement its respective business plans. If you do not completely understand these risks, please, refrain from using the Website and purchasing the NFTs. By using the Website and purchasing NFTs, you acknowledge that you are solely responsible for all the risks involved and that the Company shall not be liable for any losses or damages you may suffer.

All content posted on the Site is for informational purposes and is not a prospectus of any sort nor is it intended to constitute an offer of securities or a solicitation for investment. The Company shall not be responsible for the actions, decisions or other acts you take based on the information contained in the Website, statements, promises or guarantees made by the Company or a team member. There is no assurance as to the accuracy or completeness of such information and no representation or warranty is provided as to its accuracy or completeness.

By purchasing NFTs, you acknowledge to have conducted your own legal due diligence according to the law applicable to you and acknowledge that you assume all risks associated with the purchase of the NFTs, including those not detailed in this document.

### **THIRD-PARTY CONTENT AND SERVICES**

We may display on the Website links, content, data, information, or materials from third parties. Whenever you access and use a third-party website or application from the Site, you will be subject to their own terms and conditions and not this Document. The Company shall not be liable for your use, misuse or malfunction of any third-party website and/or services as we do not review, approve, monitor, endorse, warrant, or make any representations with respect to any third-party websites. We are not affiliated to any third party. Users shall access and use third-party websites at their own risk.

### **REPRESENTATIONS AND WARRANTIES**

By using the website and/or its services you represent and warrant that you:

- (i) are at least 18 years old or have obtained parental or guardian consent;
- (ii) if you act as agent of a legal entity, you have the authorizations to bind such legal entity;
- (iii) have read and consented to these T&Cs and the validity and accuracy of all information supplied;
- (iv) will not use the Website and/or the Services to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (v) will not use the Website and/or its Services in a manner that negatively affects other Users, could bring the Website into disrepute or violates any law or regulation;
- (vi) will not use the Website and/or the Services to infringe or violate our intellectual property rights or the intellectual property rights of others;
- (vii) are not a citizen of, have your habitual residence or location in a country or territory where transactions with crypto assets are prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted while these T&Cs are in force;
- (viii) shall indemnify the Company and hold the Company harmless against all claims that arise from your use or misuse of the Website, the NFTs and/or these T&Cs;
- (ix) intend to use the Services on your own behalf and for recreational and entertainment purposes;
- (x) use ETH that lawfully belong to you for buying NFTs
- (xi) acknowledge and understand that the NFTs are not securities;
- (xii) understand that the NFTs and blockchain technology are new and untested technologies and that factors outside our control and adverse changes in market and legal conditions or technology will excuse the Company's delivery of the Services and the NFTs;
- (xiii) understand that your use of the Service is at your sole risk.

The Company represent and warrant that it is committed to conducting its business according to all applicable rules, regulations, and laws as well as helping Users act in a way that preserves trust and respect.

We reserve the right to terminate your use of the Website and/or the Service for violating this T&Cs. We also reserve the right to refuse providing the Service to any User for any reason at any time at our sole discretion

## **LIABILITY**

The website can be closed anytime for any reason and we shall not be liable to you for damages or losses incurred. The Company does not warrant access to or use of the Website or the Services.

The Company reserves all rights not expressly granted in these Terms, including the right to add or remove any Service without prior notice or consent from you.

To the maximum extent permitted by applicable law, the Company shall not be liable to you for any loss or damages, whether direct, indirect, incidental, special, punitive, consequential or exemplary (including damages for lost profits, goodwill, use or data) arising from this T&Cs, the Site, the Tokens or the Services whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and notwithstanding the extent to which the Company has been advised of the possibility of such damages.

Under no scenario shall the Company liability in connection with the Website or the NFTs go beyond USD \$100.

You agree to indemnify, defend and hold the Company harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms or your violation of any law or the rights of a third-party.

## **INTELLECTUAL PROPERTY**

Users must not attempt to reverse engineer, modify, adapt, translate, prepare derivative works from, decompile, attempt to interfere with the operation of, or otherwise attempt to derive source code from any part of the Site. You are forbidden from accessing Site to build a similar service or application. The Company retains all rights, title, and interest in and to all Intellectual Property Rights related in and to the Site and the Services.

The Company's logos and names are trademarks of The Company and you are not entitled to use any trademarks, trade names, or service marks owned by the Company.

## **SERVICES**

The Company, at its sole discretion, shall establish the content layout, format, function, and access rights regarding the Services and the Site. The Company might add, remove or stop providing the Services without any prior notice to you and we shall not be responsible for any damage or loss this might cause you.

Users might purchase NFTs from the Website purely for entertainment purposes. There is no investment intent nor any speculative aim of financial gain from the purchase of the NFTs. NFTs are collectible items and User accepts that there is no guarantee as of their future price or utility.

## **PAYMENT METHODS**

When you purchase NFTs from the Site you must provide information about a valid payment method. By doing so you represent, warrant, and covenant that: (i) You are legally authorized to provide such

information; (ii) you are legally authorized to make payments using the provided payment method; (iii) you are not violating the terms and conditions applicable to your use of such payment method or applicable law.

## **DISCLAIMER**

The Site and all details, content, materials, products and the Services are provided “as is” and on an “as available” basis. The Company makes no representations or warranties about the NFTs, the Site or the Services. To the maximum extent permitted by applicable law, the Company disclaims all express and implied conditions, representations, and warranties including, but not limited to, the warranties of merchantability, accuracy, fitness for a particular purpose, title, non-infringement, the Website and associated technology, income arising from the Services, the accuracy, reliability, completeness, or timeliness of the User-submitted details, any information, materials, products (including software), NFTs or Services made available to you through the Site.

## **TERMINATION**

We reserve the right to terminate your access to the Website or the Services at any time and without prior notice. The company shall not be liable to you for any damages or losses this may cause you.

All provisions of these T&Cs shall survive termination. If you wish to terminate your account, you may simply discontinue accessing the Website and sell your NFTs.

## **DISPUTE RESOLUTION**

The Company shall cooperate with Users in good faith to resolve any dispute arising out of or in connection with these T&Cs and/or your use of the Website and/or the Services.

## **SEVERABILITY**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions of these Terms.

## **ASSIGNMENT**

We may assign, transfer and subcontract our rights and/or obligations under these Terms without any notification to or consent from you. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **ELECTRONIC COMMUNICATION**

If necessary, we will contact you via the email address you provided when creating your User Account or notifications on the Site. For legal purposes, these electronic communications will be understood as written communications.

## **CONTACT US**

If you have any questions about these Terms, please Contact Us at: <https://discord.gg/mutantmusk>