

## Terms of Use

Last revised: 30 August 2022

### Welcome to NF-Tim Collection!

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF OUR SERVICES.

These Terms of Use are entered into between you (hereinafter referred to as “you” or “your”) and us (as defined below) telling you the rules for using our Services.

By using our Services, in any possible way, you fully agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “Terms”).

Please be aware that accessing or using any services accessible through external links displayed on the Website are not covered by these Terms. Please carefully read all terms that are applicable to those services before accessing the third-party’s services.

Accessing and using in any way our Services available on the Platform you fully acknowledge to be bounded by these Terms. Any reference to our Services also applies to your use of the Platform.

If you do not accept these Terms, do not access our Platform and/or its Services. These Terms constitute a legal agreement and create a binding contract between you and us.

#### 1. Who we are, what we do and how to contact us

We are BLOCKCHAIN NFT DEVELOPMENT S.R.L., a Romanian company and a partner of Creative Tim, one of the most well – known developers on the market for the user – friendly interfaces and web development tools (hereinafter referred to as “BND”, “we” or “us”).

Inspired by our passion for modern, swift and efficient development of software products – with a special focus on web development, we have decided to be a part of the future and to migrate our tools to the innovative Web 3.0 technology.

To mark this event, we have decided to launch the NF-Tim Collection that could grant our Buyers discounts for web development products, such as User Interface Kits & Dashboards (React, Angular, Vue.Js, Bootstrap, etc.) mobile User Interface Kits and many more Benefits.

To contact us, please email: [nf-tim@creative-tim.com](mailto:nf-tim@creative-tim.com)

#### 2. Definitions (a-z)

<b>Additional Terms</b>	refers all additional rules, term and conditions displayed on the Platform which indicates, clarifies and exactly determines the specifications of each NFT’s features, airdrops, other Benefits/features described therein.
<b>”Authority”</b>	means any statutory governmental, judicial or other authority or any of them or any of their authorized representatives;
<b>”Blockchain”</b>	is a system of recording information, in a way that makes it difficult or impossible to change, hack, or cheat the registered data and the system, in general using cryptography and being duplicated and distributed across the entire network of computer connected on the blockchain;
<b>“Benefits”</b>	refers to the potential use cases or advantages related to the items or services offered by Creative Tim or by a third party which decides to integrate the NFTs, under and limited to the terms and condition applicable to those items/services;

<b>“Buyer”</b>	refers to the Wallet’s owner who transferred the necessary amount of EGLD to acquire an NFT through the Platform. As the case may be, the Buyer might differ from the NFT Holder.
<b>“Calendar Year”</b>	refers to a period of 12 month starting from 1 <sup>st</sup> January of each year;
<b>”Cases of force majeure”</b>	represents extraordinary events or circumstances which neither Party could have foreseen or prevented by reasonable means, including but not limited to natural disasters, war, revolution, uprising civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, except lack of funds, which will not be a Force Majeure Case;
<b>”Elrond Network”</b>	represents the founder and the owner of the Blockchain infrastructure used for the generating the NFTs;
<b>”Elrond Buyer’s Address”</b>	represents the Public Address of the Buyer’s Wallet: (i) from which Buyers can send the equivalent (in EGLD) of the Price established for each NFT; and (ii) in which the Buyers will receive the purchased NFT;
<b>”Elrond Gold (eGLD)”</b>	represents the Cryptocurrency issued by Elrond Network and which will be used as a means of payment of acquiring the NFT;
<b>“Gas fee”</b>	refers to the fees charged by the blockchain infrastructure for performing and validating a transaction; generally, fees are charged in the cryptocurrency used by each blockchain for performing transactions;
<b>“Mint”</b>	refers to the technical process by which a NFT is created on Blockchain, respectively the association of the graphic representation of the NFT with a specific address on Blockchain;
<b>”NFT (Non Fungible Token)”</b>	means token units generated using a blockchain infrastructure compatible with the issuance of tokens which are non-fungible to any other tokens or other tokens that were not generated within the same collection.
<b>”NFT Campaign”</b>	represents the items and services expressly marked on the provider’s website as being subject of the Benefits associated to the NFTs;
<b>”NF-Tim Collection”</b>	refers to the 9 999 visually unique NFTs developed under the shield of Creative Tim which is composed by three different types of NFTs, based on their rarity and Benefits, respectively: (i) Meta – Bot Collection, (ii) Meta – Human Collection and (iii) Meta – Tim Collection;
<b>“NFT Holder”</b>	refers to the person who owns the Wallet in which a NFT is stored at the acquisition moment;
<b>”Platform”</b>	represents our online technical infrastructure, made available to the Buyer, through which the latter can purchase the NFTs;
<b>”Private Key”</b>	means the sequence of characters associated with a Cryptocurrency Wallet required to perform any operation with respect to the cryptocurrency therein. The Private Key offers the holder the unlimited access to the Cryptocurrency Wallet (including to its contents). The Private Key is known only to the Buyer and must never be disclosed to any another person;
<b>”Public Address”</b>	means the sequence of characters (letters and numbers) that identifies a Cryptocurrency Wallet, respectively the address to which a Cryptocurrency can be sent for depositing it to the corresponding Wallet;
<b>“Royalty”</b>	refers to the remuneration received by Creative Tim for each subsequent sale of NFT;

<b>"Services"</b>	refers to the potential Benefits that NFT Holders may access (subject to fulfilling all other Terms and Conditions applicable to those Benefits), respectively the potential Benefits offered to the NFT Holders: <ul style="list-style-type: none"> <li>i. Meta – Bot owners will have access to the following: <ul style="list-style-type: none"> <li>- React products;</li> <li>- Angular products;</li> <li>- Vue products;</li> <li>- Bootstrap products;</li> <li>- Mobile products;</li> <li>- Backend products.</li> </ul> </li> <li>ii. Meta – Human owners will have access to products &amp; resources for UI/UX;</li> <li>iii. Meta – Tim owners will have access to premium products for web development and UI/UX.</li> </ul>
<b>"The Buyer"</b>	represents any natural person, at least 18 years old, with full capacity of exercise (including an authorized natural person) and / or a legal person, who purchases the NFT;
<b>"Visitor"</b>	means any person who access the Platform;
<b>"Wallet"</b>	means the technical solution, that can be used for receiving, storing and transferring Cryptocurrencies, having a related Private Key and a Public Address;
<b>"Working day"</b>	means a day (other than Saturday or Sunday) when the banks are open for working with the public in Bucharest, Romania;

### 3. General provisions

BND IS A SERVICE PROVIDER WHOSE ROLE IS LIMITED TO GENERATE THE NF-TIM COLLECTION.

We do not provide investment or consulting advice of any kind and is not responsible for the use or interpretation of information available on the Platform (regardless the uploader) or any other communication method.

All our Services are available only to persons who are in full civil capacity according to Romanian regulations.

The Platform only has a presentation purpose and does not guarantee the Services' (including the content of the Platform) accuracy, applicability, reliability, integrity, performance, or appropriateness. BND or its affiliated shall not be liable for any loss or damage that may be caused directly or indirectly by your use of these Services.

Please note that BND offers no guarantee or assurance of the uniqueness, originality, property right or quality of any NFT displayed on the Platform.

All users MUST UNDERSTAND AND ASSUME the risks associated with using (regardless the method) of the Platform's Services or with the purchase of NFTs. It is recommended to exercise a high level of prudence and responsibly assume decisions within your own capabilities, on your own risk.

Considering that any third party is able to associate any benefit to the NFTs, Users and NFT Holders understand that under no circumstances BND may be liable for fulfilling any obligation/benefit offered, assumed or promised by any third party. The Benefits associated to the NFTs are subject to the third party's terms and conditions. NFT Holders and Users expressly acknowledge that any reference to the Benefits offered by third parties which are mentioned on the Platform

are listed only for informative purposes and do not represent any guarantee or promise assumed by us.

PLEASE TAKE INTO CONSIDERATION THAT THE VALUE OF EGLD/NFTs AND ANY OTHER CRYPTOCURRENCY MAY CHANGE BY +/- 100% EVERY SECOND BY REFERENCE TO THE ACQUISITION PRICE OR BY REFERENCE TO ANY PREVIOUS VALUE.

ALL THE EGLD/NFTs PRICES AND USD CONVERSIONS AVAILABLE ON THE PLATFORM REPRESENT THE MARKET VALUE AT THE DATE OF POSTING SUCH INFORMATION ON THE PLATFORM. BND OR ITS PARTNERS/AFFILIATES ARE NOT RESPONSIBLE FOR ANY MARKET VALUE CHANGES BY REFERENCE TO THE ACQUISITION PRICE OR BY REFERENCE TO ANY PREVIOUS VALUE.

#### **4. Airdrop**

Because we appreciate our community, we may choose to deliver (airdrop) some rewards and gifts for the NFT Holders, subject to the Additional Terms provided on our Website and/or within our Discord channel.

Hence, based on a random mechanism, we may send to the Wallets that contain at least one NFT small rewards/gifts that the NFT Holder/s can enjoy in accordance with these Terms of Use.

Please note that not every NFT Holder/s is entitled to receive the said rewards/gifts as it is solely our decision on the rates, percentages, value, quantities, gift/reward types of any airdrop that we may decide to carry out.

#### **5. The Platform's functionality**

Sometimes it will be necessary and we may need to suspend or withdraw the Platform.

We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

#### **6. Prohibition of Use and Commitments**

Depending on your country of residence, incorporation, or registered office, you may not be able to access or use our Platform. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access this Platform.

By accessing and using our Services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or the denied persons or entity list of the U.S. Department of Commerce.

We reserve the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of the Services in certain countries or regions.

#### **7. Licensing**

7.1. Subject to the fulfillment of the foregoing Terms, BND grants you a revocable, limited rights, royalty-free, non-exclusive, non-transferable, and non-sublicensable license ONLY to access and use our Platform through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use the Services for resale or commercial purposes, including operations on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding the Services should be stipulated in the discretion of BND. We reserve all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using our Services in any way not expressly authorized by these Terms.

7.2. To avoid any misunderstanding:

- these Terms only grant a limited license to access and use our Services. Therefore, you hereby agree that when you use our Services, we do not transfer our Services or the ownership or intellectual property rights of any intellectual property to you or anyone else.
  - all the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided as a part of our Services, are exclusively owned, controlled and/or licensed by BND or its members, parent companies, licensors, affiliates.
- 7.3. BND owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as “Feedback”) about the Services that you provide through any means of communication. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

## **8. The Acquisition Process**

- 8.1. The Buyer will be granted the possibility to enroll in the minting process on the Platform and be rewarded with a random NFT, provided that the Buyer pays the Minting price and there are still NFTs available to be minted.
- 8.2. Users undertakes that any subsequent sale of the NFTs is subject to a Royalty in the amount mentioned on the Platform which will be deducted by BND from any subsequent sales’ price performed by a NFT Holder.
- 8.3. Under no circumstances BND will be liable for any sale performed outside of the Platform by other individuals or entities.
- 8.4. If the NFTs are acquired through the Platform, the acquired NFT will be automatically sent to the Buyer only if the following conditions are cumulatively met:
- 8.4.1. The Buyer has expressed his intention to purchase the NFT for the Price displayed on the Platform by following the buying procedure available therein;
  - 8.4.2. The payment of the NFT was successfully performed:
    - i. only by using the payment mechanism available on the Platform;
    - ii. by transferring to the Public Address of the BND’s Wallet the due quantity of EGLD displayed on the Platform.
  - 8.4.3. the Buyer expressly ordered BND to start the Minting process of the NFT and accepted, by ticking the corresponding box, that it will not be able to request the refund of the NFT after placing the order (pressing the Minting button or any equivalent available on the Platform).
- 8.5. The transfer of the EGLD made by a Buyer is considered valid if the transaction was confirmed by at least 15 times, respectively by 15 blocks.
- 8.6. The NFT/s will be automatically delivered to the Buyer by sending it to the Buyer’s Elrond Wallet’s Public Address via the smartcontract in place.
- 8.7. The NFT will not be handed over if, in any way, the conditions provided by the provisions of art. 7.4 are not cumulatively and continuously fulfilled.
- 8.8. NFTs will be Minted and allocated to the Buyer’s Wallet based on the order in which the transfers of the EGLD to the BND’s Wallet were registered on Blockchain, respectively based on the timestamp of the Transaction’s Hashes (as it results from the verification of the Hash of the Transaction).
- 8.9. Proof of the EGLD transfer and delivery of the NFT shall be made using the unique code of each transaction (the “**Transaction Hash**”) which can be verified on the following platform <https://>

[explorer.elrond.com/](https://explorer.elrond.com/). The Transaction Hash represents justifying documents for the fulfilment of the obligation.

- 8.10. The transfer of the EGLD and the delivery obligation shall be considered fulfilled if the transaction associated to the correspondent Transaction Hash has been validated at least 15 (fifteen) times, namely by fifteen transaction groups, hereinafter referred technically as “**blocks**”.
- 8.11. The validation of each transaction according to the above-mentioned mechanism shall be construed as a fulfilment of the delivery/payment obligation for the respective NFT subject matter of each acquisition.
- 8.12. The Parties hereby agree that by accessing the Transaction Hash on <https://explorer.elrond.com/> platform, the following elements shall be considered proven: (i) status of the transaction (success, pending or rejected), (ii) the age of the transaction (time-stamp); (iii) the address of the block in which the transaction was included; (iv) the Public Address from where the EGLD/NFT were sent; (v) the Public Address to which the EGLD/NFT were sent; (vi) the value of the transaction (the amount sent); (vii) transaction fee;
- 8.13. Please be aware that any transfer performed to the Elrond’s Address without strictly following the above mentioned steps, sending other Cryptocurrency than EGLD, or without following all the steps indicated on the Platform may cause the permanent loss of the transferred funds.
- 8.14. Under no circumstances we could be responsible and liable for any aspect, regardless of its nature and value, in connection with the transferred Cryptocurrencies from or to the Elrond Buyer’s Address.
- 8.15. By acquiring the NFT, you, as potential Buyer, expressly represent and warrant that:
  - you have accepted and you are legally bound by these Terms, the Privacy Policy, and other Platform Rules applicable to you in accordance with the features that you will decide to use;
  - you are an individual, that you are at least 18 years of age or are of legal age to form a binding contract under your applicable laws; or
  - if you are a legal entity or acting in the name of a legal entity, that you are duly authorized to act on behalf and in the name of the legal entity, and bind the latter validly; and
  - you have the full capacity to accept these Terms of Use and other applicable Policies and rules, either in your own name or in the name and on behalf of the legal entity you represent and enter into transactions involving cryptocurrencies.
  - you are a non-U.S. citizen;
  - you are not subject to a criminal or fiscal sanction;
  - you have not been previously banned, removed, revoked, or restricted in any way;
  - you are allowed to use the Platform and Services and by doing this you will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing, and so on;
  - you are the only owner Wallet used to acquire the NFTs, and you will not use it, regardless the way, for or in the benefit of any other person or using third parties' Cryptocurrencies;
  - BND may decide, in its discretion, to refuse to offer Services to any Buyer or related to any acquisition process, without having the obligation to motivate its decision.

## **9. No Refund Policy**

- 9.1. No refunds shall be given or claims satisfied due to any change in NFT prices, including but not limited to promotional prices, discounts, or any special offers.
- 9.2. All NFTs available on the Platform will be native NFTs, respectively from the BND native Wallet or which were not owned by other person without connection with BND, and by ordering and sending them to the Buyer, the transaction will be registered in the Blockchain, together with the Public Address of the Buyer, being impossible to delete these events later. Therefore,

considering that the transfer to the Buyer has the effect of inseparably and irreversibly registering the Buyer's Public Address in the history of each NFT, equivalent to their unsealing / personalization, the Buyer will not be eligible for refund or redemption.

- 9.3. The Buyer understands that NFTs are unique tokens minted by us at the acquisition moment especially for each Buyer.
- 9.4. The NFT will be transferred only to the Buyer's Public Address used for transferring the EGLD to the BND's Wallet linked to the Platform at the acquisition moment.

## **10. Wallet and Assets**

WE DO NOT HAVE ACCES AND WE WILL NEVER STORE any Private Keys related to your Wallets.

- 10.1. You are responsible for all activity that happens on or through your Wallet.
- 10.2. You acknowledge and agree that if your Wallet became inaccessible to you, all data/funds (including the transferred NFTs) stored in it are lost forever.
- 10.3. Considering the aspects mentioned above, you agree that you are the only one responsible for:
  - 10.3.1. The funds you decided to transfer;
  - 10.3.2. For using compatible devices and apps;
  - 10.3.3. For the payments performed.
- 10.4. Transfer funds are not refundable if the conditions provided in section 8 are met even if you transfer the NFT back to the Minting Address.
- 10.5. Please note that sending back the NFT may cause its permanent loss.
- 10.6. We assume no liability for any loss or consequences caused by authorized or unauthorized use of your Elrond Wallet, including but not limited to accessed caused by information disclosure, hacking, information release, phishing, and so on.

## **11. Restrictions**

By using our Services, you firmly assume to:

- fully comply with the requirements of applicable laws and regulations and these Terms.
- not violate Users' rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using our Services;
- not use our Platform's features for any purpose which is not listed in these Terms without the Platform's prior written consent;
- not influence in any way the Platform's services trying to modify, replicate, duplicate, copy, download, transfer, store, disassemble, further transmit, publish, disseminate, broadcast, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties;
- not use any mechanisms such as but not limited to: deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of our Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through our Services;
- not attempt in any way to access any part or function of the properties/features without authorization, or connect to our Services or any BND infrastructure (servers or any other

systems or networks) provided through the services by hacking, password mining or any other unlawful or prohibited means;

- not try to identify any vulnerability of the Platform (including the third party integrated), or violate any security or authentication measures;
- not try to obtain, in any way (including direct requesting, reverse look-up, track or seek to track) any information of any other Users or visitors the Platform;
- not take any method that causes the platform to slow down;
- not use any devices, software or any other function which may alter or interfere with the proper functioning of the platform, as it was established by BND;
- not to use any of the features available on the Platform in an illegal way.

You expressly empower BND to perform any action to identify and investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions (without your prior consent or notice) such as, but not limited to:

- blocking and closing your ongoing activities;
- blocking the possibility to access the Platform, to continue/further use the Platform;
- reporting the incident to the competent authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information, you published that are found to be violations;

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by our Terms and Conditions, or may direct, or indirect violate its provisions;
- is related to illegal activities or with the purpose of causing harm to another person, regardless the way in which this purpose is done or achieved;
- access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

## 12. Indemnification

**You agree to indemnify and hold harmless BND, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, our Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of our Services. If you are obligated to indemnify us, our affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, BND will have the right, in its sole discretion, to control any action or proceeding and to determine whether BND wishes to settle, and if so, on what terms.**

## 13. Warranty and Disclaimers

To the fullest extent permitted by applicable law, we, along with our parent companies, subsidiaries, affiliates, officers, directors, employees, contractors, agents, partners, licensors and distributors (collectively BND entities) do not make any representations, promises, or warranties, express or implied, about the services and the NFT listed on the Platform. We provide our Services "as-is," "with all faults," and "as available." Your use of the Services, including our content within the Services (and excluding the content posted by Users), is at your own risk and we do not represent, promise, or warrant that the Services will be uninterrupted, timely, secure, or error-free or will offer you any benefit of any kind.

You understand and agree that no data transmission over the internet or information storage technology can be guaranteed to be secure, and we expressly disclaim any warranties, express or implied, to that effect, including but not limited to those such as: the transfer of any kind of funds/value, the transfer of the NFT.

We make no commitments, promises or warranties about the content of the Services or content linked from the services, the support we provide for the Services, the specific functions of the Services, the security of the Services, or the Services' reliability, quality, accuracy, availability, or ability to meet your needs, provide certain outputs or achieve certain results.

Some jurisdictions provide for certain implied warranties, such as the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the fullest extent permitted by applicable law, we disclaim any and all implied or express promises or warranties about the services.

#### **14. Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT BND WILL NOT BE LIABLE FOR: ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES AVAILABLE ON THE PLATFORM, REGARDLESS THE WAY OF USE. BND IS NOT RESPONSIBLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE, INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUE OF PERSONAL INFORMATION, OR ANY OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING FROM OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF OR ACCESS TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, LOSSES RESULTING FROM OR IN CONNECTION WITH: THE DELETION OF, ALTERATION OF, MIS-DELIVERY OF, OR FAILURE TO STORE DATA AND FUNDS MAINTAINED OR TRANSMITTED BY/THROUGH THE SERVICES; THE LIMITING, SUSPENSION OR TERMINATION OF YOUR ORDER/BENEFITS; YOUR DOWNLOADING OR SHARING OF INFORMATION, INCLUDING PERSONAL INFORMATION, VIA THE SERVICES; THE UNAUTHORIZED ACCESS TO ANY DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES; YOUR DEALINGS WITH OR PARTICIPATION IN PROMOTIONS OF ADVERTISERS FOUND ON OR THROUGH THE SERVICES; OR ANY GOOD OR SERVICES SOLD BY SUCH ADVERTISERS; FAILURE OF ANY THIRD PARTY TO OFFER THE INDICATED, SUGGESTED, PROPOSED OR PROMISED BENEFITS. **BND WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND WHICH MAY RISE DIRECT OR INDIRECT FROM OR IN CONNECTION OF ANY DECISION THAT YOU PERFORM AFTER READING AND/OR INTERACTING IN ANY POSSIBLE WAY WITH THE NFTs, THE PLATFORM'S SERVICES OR WITH THE PLATFORM ITSELF SUCH AS BUT NOT LIMITED TO: THE DECISION TO BUY NFTs, THE TRANSFER OF FUNDS OR TO ENTER INTO ANY AGREEMENT OF ANY KIND WITH ANY PARTY THROUGH THE PLATFORM'S SERVICES.** BND WILL NOT BE LIABLE FOR PROBLEMS CAUSED BY OTHERS, THE WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR AN ACT OF GOD. THE LIMITATIONS AND EXCLUSIONS IN THESE TERMS WILL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING.

TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE STATED IN THESE TERMS, BND IS NOT LIABLE IN CONNECTION WITH ANY DISPUTES THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES.

#### **15. There are other terms that may apply to you**

We don't charge you to use BND or the other products and Services covered by these Terms. Instead, businesses and organizations may pay us to show you ads for their products and services. By using our Services, you agree that we can show you ads that we think will be relevant to you and your interests.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission.

Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

#### **16. Intellectual Property of the content uploaded on the Platform**

Our Platform may display some content that we did not create and do not own, and which is mentioned only for informative and explanation purpose.

**17. We may make changes to our site**

BND reserves the right to change, add or remove parts of these Terms at any time and at its sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify such changes by simply updating the Terms on our website and modifying the [Last revised] date displayed on this page.

Any and all modifications or changes to these terms will become effective upon publication on the website or release to users.

It is your responsibility to review the amended Terms. Your continued use of the Platform and the Services following the posting of the NEW Terms signifies that you accept and agree to the changes, and that all subsequent activity performed by you will be subject to the amended Terms.

If you have any question regarding or in connection of the information mentioned in these Terms, please do not hesitate do directly contact us.

**18. We may transfer this agreement to someone else**

The transfer of rights and obligations arising from these Terms and/ or the use of the Platform is subject to our prior written consent.

You expressly agree that BND may unilaterally transfer all rights and obligations that may result from these Terms and use of the platform without the consent of users.

**19. How you may use material on our site**

We are the owner or the licensee of all intellectual property rights of our Platform, and materials published on it by us. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organization to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

**20. Do not rely on information on our site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content published on the Platform.

**YOU MUST DO YOUR OWN RESEARCH BEFORE BUYING ANY NFT PRESENTED OR DISCRIBED ON THE PLATFORM.**

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content posted by us on our Platform is accurate, complete or up to date.

**21. We are not responsible for websites we link to**

Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

**22. How to complain about content uploaded by other users**

If you wish to complain about content uploaded by other users, please contact us on [nf-tim@creative-tim.com](mailto:nf-tim@creative-tim.com).

**23. We are not responsible for viruses and you must not introduce them**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are not responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the regulation which governs BND's activity. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

**24. Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact [nf-tim@creative-tim.com](mailto:nf-tim@creative-tim.com).

**25. Which country's laws apply to any disputes?**

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Romanian law. You and we both agree that the courts of Romania will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Romanian law. We both agree to the exclusive jurisdiction of the courts of Romania.