

# MINTED TERMS AND CONDITIONS

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## 1. Introduction

The Minted NFT Platform (as defined below) allows you to create, display, buy and sell NFTs and is made available to you by **Cronos Labs**.

These terms and conditions ("**Terms**") have been established by Cronos Labs to govern the Site, the Minted NFT Platform and all uses thereof (collectively called the "**Services**"). Your agreement with us includes these Terms, our Code of Conduct, our Privacy Notice and any other documents relevant to our Minted NFT Platform. You acknowledge that you have read and understood these Terms, and agree to be bound by them.

If you do not agree with (or cannot comply with) these Terms, then you may not use the Services. These Terms apply to all visitors, users and others who wish to access or use the Services.

## 2. Definitions

In these Terms:

"**Account**" has the meaning given to it in Clause 4;

"**Applicable Law**" means any law, rule, statute, subordinate legislation, regulation, by-law order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgement, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including all parties to this Terms), property, transaction, activity, event or other matter, including any rule, order, judgement, directive or other requirement or guideline issued by any governmental or regulatory authority;

"**Clause**" means each numbered provision or section of these Terms;

"**Code of Conduct**" means the Minted Code of Conduct accessible at <https://minted.network/about/codeofconduct.pdf> ;

"**Collectible**" means any audio or visual material, including without limitation designs, drawings, prints, in any form or media, including without limitation videos and photographs, that may be associated with a NFT;

"**Content**" has the meaning given to it in Clause 9;

"**Creator**" has the meaning given to it in Clause 8;

"**Disqualifying Events**" has the meaning given to it in Clause 4A;

"**include(s)/including**" shall be construed to be followed by the words "without limitation";

**“Launchpad”** means the Minted NFT Platform feature allowing Creators to launch their NFT projects;

**“Minted”** or **“Minted NFT Platform”** means the NFT platform hosted on the Site, made accessible to you by Cronos Labs and/or its affiliated entities to facilitate the transacting and display of NFTs including without limitation the sale and purchase of NFTs, and the launches of NFT projects via the Launchpad.

**“NFT”** means a unique non-fungible token generated from a Collectible using smart contracts.

**“Privacy Notice”** means the Cronos Labs privacy notice accessible at <https://minted.network/about/privacynotice.pdf>;

**“Redeemable”** has the meaning given to it in Clause 10;

**“Royalty”** has the meaning given to it in Clause 10;

**“Site”** means the website and interface located at <https://minted.network>, including all of its features and sub-domain web pages;

**“Terms”** has the meaning given to it in Clause 1;

**“Tokens”** has the meaning given to it in Clause 4A;

**“User Content”** has the meaning given to it in Clause 8;

**“we/us/our”** means Cronos Labs;

**“you/your”** means the user of the Minted NFT Platform;

**“\$MTD”** means the tokens with string constant public name “Minted”. Details can be found in the Minted Litepaper accessible at <https://minted.network/about/litepaper.pdf>.

### 3. Eligibility

Cronos Labs has sole and absolute discretion to determine access to the Minted NFT Platform.

By agreeing to these Terms, you represent and warrant that:

- (i) You are at least 18 years of age, or the minimum age required in your jurisdiction of residence to have the necessary legal capacity, right, power and authority to accept these Terms;
- (ii) You have the full right, power, and authority to agree to these Terms;
- (iii) You are not subject to, and are not acting on behalf of any other person who is subject to, any financial sanctions, embargoes or other restrictive measures imposed by the United Nations, the European Union or its member states, UK Treasury or US Office of Foreign Assets Control, or any governmental authority in any jurisdiction in which the Minted NFT Platform is available;
- (iv) You are not a citizen or resident of, nor are you acting on behalf of any other person who is a citizen or resident of Afghanistan, Burma (Myanmar), Burundi, Central African Republic, Cuba, Crimea Region, Democratic Republic of the Congo, Donetsk Region, Eritrea, Guinea-Bissau, Republic of Guinea, Iran, Iraq, Lebanon, Libya, Luhansk Region, North Korea, Mali, Somalia,

South Sudan, Sudan, Syria, Venezuela, Yemen, Zimbabwe or any other country or jurisdiction against which the United States, European Union or United Nations maintains economic sanctions or an arms embargo;

- (v) You are not impersonating any other person;
- (vi) You will not use the Minted NFT Platform if any Applicable Laws in your country prohibit you from doing so in accordance with these Terms;
- (vii) You are compliant with all Applicable Laws to which you are subject;
- (viii) The tokens, digital assets or other funds You use to participate in the Minted NFT Platform or acquire \$MTD are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any law;
- (ix) You have read, understood and agreed to these Terms, our Code of Conduct, Privacy Notice, and any other documents relevant to our Minted NFT Platform.

#### 4. Accessing the Services

You will need a blockchain address and a third party wallet to access the Services. Your account used for the Services ("**Account**") will be associated with your linked blockchain address, and you are free to customise your Minted profile by adding additional information, such as a profile picture, to your Account.

By using your wallet in connection with the Services, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with Cronos Labs, and Cronos Labs does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. Cronos Labs accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider.

#### 4A. The Services

You are responsible for all matters relating to your Account on the Minted NFT Platform or the blockchain accounts or addresses through which they interact with the Minted NFT Platform or Content, and for ensuring that all uses thereof comply fully with these Terms. You are responsible for protecting the confidentiality of your private keys controlling the relevant blockchain accounts or addresses through which you interact with the Minted NFT Platform.

Users may earn rewards on certain supported NFT collections if they allocate and maintain a relevant NFT in a designated staking pool for a certain period of time ("Stake" or "Staking"), subject to a reward distribution mechanism specified by Cronos Labs from time to time. Rewards will accrue based on the number of NFTs and duration they are held in the relevant staking pool. You acknowledge and confirm your understanding that digital assets which are allocated to a staking pool for a defined period of time can only be withdrawn, accessed or recovered after expiry of such defined period of time. Upon (a) your withdrawal of the NFT from the staking pool; (b) reduction of the staking pool funds below a minimum viable threshold; or (c) expiry of the staking pool schedule, whichever is earlier, rewards shall cease to accrue. You acknowledge and agree that in the event of your violation of these Terms, you forfeit your rewards.

Cronos Labs shall not be required or obligated to distribute any \$MTD or other digital assets or tokens ("**Tokens**") to, or honour the voting or other rights associated with Tokens held by any person who, as

determined in the sole and absolute discretion of Cronos Labs, directly or indirectly, in connection with the use of the Minted NFT Platform or participation in the Minted ecosystem or community, or any transactions involving Minted NFTs, has violated these Terms, including, without limitation, through their User Content, or Disqualifying Events. “**Disqualifying Events**” include, without limitation, engaging in front-running, wash-trading, pump and dump trading, ramping, cornering or other fraudulent, deceptive, or manipulative trading activities, or engaging in or facilitating ICOs or other financing transaction, for the purpose of increasing such user’s Token rewards or otherwise.

## **5. Changes to the Minted NFT Platform**

We may in our absolute and sole discretion change, update, amend, remove, or discontinue any or all parts or features of the Terms, Site and/or Content at any time without prior notice to you. It is your responsibility to check these Terms periodically for changes. Your continued use of the Site or Content following any such changes of Terms will mean that you accept and agree to such Terms. We will not be liable if for any reason all or any part of the Site or Content is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to any users.

## **6. Fees and Payments**

By creating, buying, selling or transferring NFTs on the Minted NFT Platform, you agree to pay all applicable fees listed [here](#) and as determined by Cronos Labs in its sole discretion, and you authorise Cronos Labs to automatically deduct fees directly from payments to you and/or add fees to your payments to Cronos Labs where applicable. Fees may be paid or payable solely in the manner determined in the sole discretion of Cronos Labs. Service fees (including but not limited to platform fees) may be adjusted from time to time in the sole discretion of Cronos Labs.

All transactions made involving the Services are final. No refunds are permitted except at the sole discretion of Cronos Labs (for service fees or other fees within its control).

## **7. Your Use of the Minted NFT Platform and Conduct**

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and Content. Our grant of such license is subject to the following conditions. You undertake not to (and shall not, knowingly or otherwise, authorise, allow or assist any other party to):

- (i) Use the Minted NFT Platform, Site, or your Account to conduct electronic spamming or otherwise distribute any unsolicited or unauthorised advertising, promotional or marketing material, spam, junk or chain messages;
- (ii) Use the Minted NFT Platform, Site, or your Account to perform unlawful activities that violate any Applicable Laws (including but not limited to money laundering, terrorism financing and/or fraudulent activities) or immoral, harmful or threatening activities;
- (iii) Use the Minted NFT Platform, Site, or your Account to engage in any activity which operates to defraud Cronos Labs, other users, or any other person, or to provide any false, inaccurate, or misleading information to the Minted NFT Platform;
- (iv) Use the Minted NFT Platform, Site, or your Account to upload content that contains or is infected with viruses, malicious codes, Trojan horses, is immoral or illegal or contains any other harmful or deleterious program;
- (v) Modify or adapt the whole or any part of the Minted NFT Platform and Site or incorporate the Site into any other programme or application;

- (vi) Disassemble, decompile, reverse-engineer or otherwise attempt to derive the source code, object code, underlying concepts, ideas and algorithms of the Site or any components thereof;
- (vii) Use the Minted NFT Platform, Site, or your Account in any manner that would lead to infringement of our, our affiliates' or any third party's intellectual property rights, including without limitation any copyright, patent or trademark. You undertake not to take or attempt to take any action or claim ownership of any property that infringes or would infringe upon our intellectual property interests;
- (viii) Use the Minted NFT Platform, Site, or your Account in a way that could damage, disable, impair or compromise the Site or the provision of the Minted NFT Platform; interfere with other users' use or enjoyment of the Site or Content; affect the reputation of Cronos Labs; or expose Cronos Labs or other users to liability;
- (ix) Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorised by us to access the Service and/or Site, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
- (x) Take any action to gain or attempt to gain unauthorised access to the account or wallets of other users;
- (xi) Take any action that imposes an unreasonable or disproportionately large burden or load on the Cronos infrastructure (including, but without limitation to our servers, networks, data centres and related or like equipment) and detrimentally interfere with, intercept or expropriate any system, data or information belonging to other users of the Minted NFT Platform; or otherwise attempt to interfere with the proper working of the Site;
- (xii) Engage in any other activities deemed inappropriate by us or which is in contravention of these Terms or any Applicable Laws;
- (xiii) Provide false, inaccurate, incomplete or misleading information to Cronos Labs or any of its affiliates or third party services providers; and/or
- (xiv) Use the Minted NFT Platform, Site, or your Account to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance.

## 8. User Content

The Minted NFT Platform allows (i) users to create a profile where they can post information about themselves, display their NFTs, and sell NFTs they own; and (ii) artists or creators of NFTs ("**Creator**") to put their NFTs up for sale (which may be through the Launchpad) and/or Staking (together the "**User Content**").

The Minted NFT Platform helps you explore NFTs created by third parties. Cronos Labs does not make any representations or warranties about this third-party content visible through the Site, including any images, smart contracts, websites or resources displayed or linked on the Minted NFT Platform, and you bear responsibility for verifying the legitimacy, authenticity, quality, origin and legality of NFTs that you purchase and smart contracts that you interact with from third-party sellers. We provide access only as a convenience and are not responsible for such third party content, websites, smart contracts or resources. We also cannot guarantee that any NFTs visible on the Minted NFT Platform will always remain visible and/or available to be bought, sold, or transferred.

You understand and agree that you are responsible for any User Content you submit or contribute, and you, and not Cronos Labs, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or

appropriateness of any User Content posted by you or any other user on the Site. We do not control or endorse the content, messages or information found in any User Content and Cronos Labs specifically disclaims any liability with regards to the Minted NFT Platform and any actions resulting from any User's participation in the Minted NFT Platform.

Any information you post on the Site as a Creator will be considered non-confidential. In particular, certain NFTs may contain personal or sensitive information in the metadata or underlying image. You acknowledge and agree: (i) that it is your sole and unique responsibility as the owner of an NFT to delete, remove, replace, scrub or wipe ("Scrub") any such information from an NFT (including, without limitation, from a domain name's text records), and (ii) that upon transfer of an NFT to a new owner, the new owner will have sole control over the NFT and you will cease to have the power, right or control to Scrub the relevant NFT. Cronos Labs has no control and disclaims all liability for Your failure to Scrub any personal or sensitive information from the metadata, text records or underlying image (as applicable) of your NFT prior to your transfer of ownership of or control over such NFT.

By providing any User Content on the Site, you grant us and our affiliates and our respective licensees, successors, and assignees the right to use, reproduce, modify, perform, display, distribute, retransmit, publish, broadcast, and otherwise disclose to third parties any such material for any purpose. You represent and warrant that (1) you own and control all rights in and to your User Content and have the right to grant such licenses to us and our affiliates and our respective licensees, successors, and assignees; and (2) all of your User Content does and will comply with these Terms. You also agree that you will not infringe on the intellectual property of others and will not coordinate pricing of any NFTs with other Creators.

If you are a Creator, you hereby grant Cronos the right to use your name and image for marketing or promotional purposes and agree that we may use or modify images from the NFTs that you create for marketing or promotional purposes. You also agree that we can use your biography and other public information about you to promote the NFTs that you create. You further agree that you will not infringe on the intellectual property of others and will not coordinate pricing of any NFTs with other Creators.

We have the right, but not the obligation, to monitor and analyse the use of the User Content and/or the Minted NFT Platform to determine compliance with these Terms and any operating rules established by Cronos Labs and to satisfy any law, regulation or authorised government request. We reserve the right, in our absolute sole discretion, to edit, refuse to post or remove any User Content, NFT, Collectible or any other material submitted to or posted through the Site or cease any sale or display on the Site at any time and for any reason without notice.

## **9. Intellectual Property Rights**

Unless otherwise indicated by us, and except to the extent of the User Content, the Site, all content and other materials contained therein, including, without limitation, the Cronos Labs logo, and all designs, text graphics, pictures, information, data, software, and files relating to the Minted NFT Platform (the "**Content**") are the proprietary property of Cronos Labs or our affiliates, licensors, or users, as applicable. All rights reserved.

The Cronos Labs logo and any Minted NFT Platform product or service names, logos, or slogans that may appear on the Site or elsewhere are the proprietary property of Cronos Labs and may not be copied, imitated or used, in whole or in part, without our prior written permission.

Unless otherwise stated, you may not use any Content without our express written permission.

We reserve the right to suspend or terminate any Account that has actually or allegedly infringed upon any person's intellectual property rights.

Apart from the Content, all other copyrights, trademarks, product names, and logos on the Site relating to and including the NFTs and User Content, are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable intellectual property right owner.

## **10. Your Ownership of the NFT**

When you buy an NFT on the Minted NFT Platform, you own the underlying NFT and have the right to sell or give away the NFT. If the NFT is associated with a Collectible, unless otherwise stated in the terms of sale of the applicable NFT, you will have a worldwide, perpetual, exclusive, transferable, royalty-free licence to use and display the Collectible for your NFT, for so long as you own the NFT, solely for the following purposes: (a) for your own personal, non-commercial use; (b) as part of the Minted NFT Platform that permits the purchase, sale and display of your NFT; (c) as part of a third party website or application that permits the inclusion, involvement, storage, or participation of your NFT.

NFTs or other materials uploaded to the Minted NFT Platform may be subject to limitations on usage, reproduction and/or dissemination; you are responsible for adhering to such limitations if you acquire an NFT.

If you are the first purchaser of an NFT, depending on the terms of sale of that NFT, the Creator may provide you with a digital or physical item upon the Creator's receipt of your written request and proof of satisfaction of the Creator's terms, including, but not limited to, evidence that you are the first buyer of the NFT ("**Redeemable**"). Any Redeemable is provided by the Creator directly to the relevant eligible NFT owner, and the Redeemable (including, but not limited to, its delivery, correspondence to its description, and condition or quality) is the sole and exclusive responsibility of the Creator. Cronos Labs shall have no liability whatsoever with respect to the Redeemable (including, but not limited to, its delivery, correspondence to its description, and condition or quality). Any notices or questions regarding the Redeemable should be sent to the Creator directly, through contact details as may be provided at the relevant time of purchasing the qualifying NFT.

The Creator shall have the right to enforce these Terms and any of his or her or its rights hereunder, including through an agent, collective management organisation or performance rights organisation, against any buyer or subsequent buyer of any Collectible, provided that any costs and expenses arising from such enforcement shall be borne solely by the Creator or the Creator's agent, collective management organisation or performance rights organisation, as applicable.

If you are not the first purchaser of an NFT, depending on the terms of sale of that NFT, a percentage of the sale price may be payable by you to the Creator of that NFT ("**Royalty**"). Depending on the applicable smart contract, such Royalties may or may not be executed automatically upon each sale of the NFT. You acknowledge and agree that you are solely responsible for the payment of the applicable Royalties for each NFT to the Creator of the NFT(s) you purchase on the Minted NFT Platform. Cronos Labs will not take custody of any Royalties payable and has no responsibility to collect, receive, transfer or other process the payment of any applicable Royalties.

## **11. Data Protection / Privacy**

By using the Minted NFT Platform, you confirm that you acknowledge you have read our Privacy Notice with regards to how we collect, use, disclose and share amongst ourselves your personal data and disclose such personal data to our authorised service providers and relevant third parties. We will only share your personal data in order to facilitate and administer your use of the Minted NFT Platform or otherwise if required by law. We as a data controller will manage and protect your personal data in accordance with all applicable privacy legislation. For full and comprehensive information about when and why we collect personal data about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Notice, which is accessible at <https://minted.network/about/privacynotice.pdf>.

We reserve the right at any time to satisfy our internal requirement as to your Personal Data (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or anti-money laundering and counter-terrorist financing purposes.

## **12. Limitation of Services / Termination / Account Closure**

We reserve the right, without notice and in our sole discretion, to terminate or suspend your access to or use of the Site and any Content and/or close your Account, at any time for and any reason but in particular, if we suspect in our sole discretion that (i) your Account is being used or is suspected of being used for illegal activity; (ii) you have concealed or provided false information; (iii) you have or we suspect that you have engaged in fraudulent activity; and/or (iv) you have or we suspect that you have engaged in activity in violation of these Terms.

Cronos Labs reserves the right at all times to disclose any information as it deems necessary to satisfy any Applicable Law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Cronos Labs' sole discretion.

## **13. Assumption of Risks / Non-Reliance**

You understand and agree that your access and use of the Minted NFT Platform is subject to certain risks including without limitation:

- (i) Price and liquidity of blockchain assets, including the NFTs, are extremely volatile and may be subject to fluctuations. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs. You acknowledge that you fully understand this volatility and that the value of NFTs is subjective, and that you may lose any or all value of your NFTs;
- (ii) The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, smart contracts, and other crypto-based items is uncertain, and legislative and regulatory changes, investigations, inquiries, claims, actions, decisions or judgments may adversely affect the use, transfer, and value of the NFTs;
- (iii) NFTs are not legal tender and are not backed by any government;
- (iv) Transactions involving NFTs or smart contracts may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable;
- (v) The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for NFTs, and therefore the value of NFTs is subject to the potential for permanent or total loss of value should the market for NFTs disappear;
- (vi) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of NFTs;

- (vii) NFTs and smart contracts are subject to the risk of fraud, counterfeiting, cyber attacks, mislabelling, metadata decay, smart contract bugs and other technological difficulties which may prevent access to or transfer or use of your NFTs;
- (viii) Cronos Labs does not control the public blockchains that you may interact with and does not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains;
- (ix) The cryptographic technologies and blockchain technologies, including tokens, cryptocurrencies, stablecoins, smart contracts, digital wallets, consensus algorithms, voting systems and distributed, decentralised or peer-to-peer networks or systems used in offering the Minted NFT Platform are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing law thereto;
- (x) There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorised access to your digital asset wallet or Account. You accept and acknowledge that Cronos Labs will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Minted NFT Platform (including any smart contracts accessible through the Site) or any blockchain network, however caused;
- (xi) To the extent that the Minted NFT Platform relies on third-party platforms (including, without limitation, third party NFT collections having their own websites) and/or vendors, we bear no obligation to and may not be able to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors loses market share or falls out of favour or is unavailable for a prolonged period of time, your access to and use of the Service will suffer; and
- (xii) Withdrawal of an NFT to a decentralised digital asset wallet is at your own risk, and the transfer for any NFT to an incorrect digital asset wallet address will result in the irreversible loss of such NFT.

You understand and agree that you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for yourself. Cronos Labs does not give any advice or recommendations regarding the NFTs. You represent and warrant that you have conducted your own independent and thorough investigation and analysis of the Minted NFT Platform, \$MTD and the other matters contemplated by the Terms, and have not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of Cronos Labs in connection therewith, except as expressly set forth by Cronos Labs in these Terms. **YOU EXPRESSLY AGREE THAT YOUR ACCESS AND USE OF THE SITE, CONTENT, THE MINTED NFT PLATFORM AND/OR ANY SERVICES OR ITEMS OBTAINED FROM CRONOS LABS IS AT YOUR SOLE RISK.**

You understand and agree that your purchase, sale, holding, receipt and use of \$MTD and of any NFTs does not: (a) represent or constitute a loan or contribution of capital to, or other investment in Cronos Labs or any business or venture; (b) provide You with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of or voting rights whatsoever in Cronos Labs or any other business or venture; and (c) create or imply or entitle You to the benefits of any fiduciary or other agency relationship between Cronos Labs or its affiliates or any of its or their directors, officers, employees, or agents, on the one hand, and You, on the other hand. You represent that you are not entering into these Terms or buying, selling, holding, receiving or using \$MTD for the purpose of making an investment with respect to Cronos Labs or its securities, but solely wish to use the Minted NFT Platform

for your intended purposes and to participate in the protection, improvement and development of the use and enjoyment of the Minted NFT Platform. You understand and agree that by virtue of the nature of smart contracts, Cronos Labs will not accept or take custody over any NFTs, \$MTD, cryptocurrencies or other assets of yours and Cronos Labs has no responsibility or control over the foregoing.

#### **14. Taxes**

You agree that you are solely responsible for determining what, if any, taxes apply to your NFT transactions on the Minted NFT Platform. Neither Cronos Labs nor any other Cronos Labs affiliated entity is responsible for determining the taxes that may apply to your NFT transactions.

#### **15. Disclaimers**

**Creator Marketing.** Creators may engage in promotion of their respective User Content, including without limitation their Collectibles, through various communications channels such as their social media accounts. Cronos Labs is not responsible for any such communications and/or promotional activities (including, but not limited to, any Redeemable offered to first buyers) carried out by the Creators and will not be liable to you in relation to any such communications and/or promotional activities.

**Third Party NFTs.** You bear full responsibility for verifying the identity, legitimacy, and authenticity of assets you purchase on Minted NFT Platform, and any smart contracts you interact with through the Site. Notwithstanding indicators and messages that suggest verification, Cronos Labs makes no claims about the identity, legitimacy, or authenticity of assets on the Minted NFT Platform. You acknowledge and agree that NFTs sold or offered for sale on the Minted NFT Platform or allowlisted for Staking purposes may be subject to their own separate terms and conditions or limitations on usage, and owners of those NFTs are responsible for adhering to any such separate terms and conditions or limitations; and Cronos Labs does not control, recommend, approve or endorse the websites which may be linked for NFT collections, and specifically disclaims any liability with regards to users' purchase or receipt of NFTs through other websites, notwithstanding that such websites may be linked on the Minted NFT Platform.

**No Warranties.** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY CRONOS LABS, THE SITE, CONTENT CONTAINED THEREIN, SMART CONTRACTS AND THE NFTS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE, CONTENT CONTAINED THEREIN, SMART CONTRACTS, NFTS AND ANY REDEEMABLES PROVIDED BY ANY CREATOR. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. Cronos Labs (and its suppliers) make no warranty that the Site, Content, smart contracts or NFTs will (1) meet your needs, requirements or expectations; (2) be available on an uninterrupted, timely, secure, or error-free basis; or (3) be accurate, reliable, complete, legal, or safe. Cronos Labs will not be liable for any loss of any kind from any action taken or taken in reliance on material or information contained on the Site. Cronos Labs does not represent or warrant that any content on the Site is accurate, complete, reliable, current or error-free.

**Technical Bugs.** While Cronos Labs attempts to make your access to and use of the Site and Content safe, Cronos Labs does not represent or warrant that the Site, content, smart contracts, any NFTs listed on the

Site or allowlisted for Staking, or any other part of the Site or Minted NFT Platform, are free of viruses or other harmful components. We cannot guarantee the security of any data that you disclose online. You acknowledge and accept the inherent security risks of providing information and dealing online over the Internet, on a blockchain network (including, without limitation, by modifying the metadata of an NFT) and/or through a self-custodial wallet. We will not be responsible for any breach of security unless it is due to our gross negligence.

**User Actions.** We will not be responsible or liable to you for any loss and take no responsibility for, and will not be liable to you for, any use of the NFTs or self-custodial wallets including but not limited to, any losses, damages, or claims arising from: (1) user error such as if you forget your password(s), incorrect transactions, or mistyped addresses; (2) server failure or data loss; (3) corrupted wallet files; (4) loss of NFTs.

**Third Party Services.** To the extent that the Minted NFT Platform relies on third-party platforms (including, without limitation, third party NFT collections having their own websites), products or services (including, without limitation, NFT collections' smart contracts), and/or vendors (including, without limitation, any on-ramp or fiat service providers), we have no control and will not be responsible for any loss or damage arising from the use of their platform, product or service. By using such third party services, you acknowledge and agree that these are owned and operated by an independent party over which Minted has no control, and that your access to and use of the third party platform or service will be at your own risk. Any use of third party platforms or services and any information you provide to such third parties will be subject to and governed by the policies and terms of the relevant third parties, and may be subject to separate fees charged by those third parties.

**Service Changes.** Cronos Labs reserves the right and without liability to you to: (a) update, change, remove, cancel, suspend, disable or restrict access to or discontinue the Site or Services, or change any features, component or content of the Site or Minted NFT Platform or; (b) decline, suspend, cancel, reverse, void or partially execute any instruction; or (c) reverse, cancel, clawback, change any terms or refuse to honour any reward, bonus, or pay-out for any incentive programmes regardless of your entitlement. Cronos Labs reserves the right to amend any smart contracts and to require you to adopt or migrate to a new smart contract at its sole and unique discretion, and you acknowledge and agree that failure to comply with such migration may result in total loss of your digital assets, including, without limitation, forfeiting your accrued rewards.

## **16. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL CRONOS LABS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE CONTENT, SERVICES, SITE, NFTs, PRODUCTS, USER CONTENT OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF CRONOS LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE SITE, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE

SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF CRONOS LABS ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS AND USE OF THE SITE, CONTENT, NFTS OR ANY PRODUCT OR SERVICES PURCHASES ON THE SITE EXCEED US\$100. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF CRONOS LABS FOR PERSONAL INJURY CAUSED BY CRONOS LABS' NEGLIGENCE OR ANY INJURY CAUSED BY CRONOS LABS' FRAUD OR FRAUDULENT MISREPRESENTATION.

## 17. Indemnification

To the fullest extent permitted by Applicable Law, you agree to indemnify, defend and hold harmless Cronos Labs, its affiliates and its past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively the “**Cronos Labs Parties**”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site, Services, Content, User Content or NFTs, (b) your breach of these Terms, and (c) your breach or violation of the rights of a third party, including another user or third party service provider. You agree to promptly notify Cronos Labs of any Claims and cooperate with the Cronos Labs Parties in defending such Claims. You further agree that the Cronos Labs Parties shall have control of the defence or settlement of any Claims.

THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES THAT MAY BE SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND CRONOS LABS.

## 18. Miscellaneous

**Amendment and Variation.** These Terms may from time to time be updated or amended. Such updates and/or amendments will take effect immediately unless otherwise indicated. We will post any such updates on the Site. You should regularly check the Site to inform yourself of any such changes. In addition, we may at any time change, add or remove any feature or functionality of the Site without prior notice. By continuing to use the Minted NFT Platform and/or the Site after any such changes have taken effect, you are indicating your acceptance of the updated or amended Terms as well as your acceptance of the updated Site. If you do not wish to be bound by any changes or amendments to these Terms then you should stop using the Minted NFT Platform and Site immediately.

**Transfer, Assignment or Delegation.** These Terms, and any rights and obligations and licences granted hereunder, are limited, revocable, non-exclusive and personal to you and therefore may not be transferred, assigned or delegated by you to any third-party without our prior written consent, but may be transferred, assigned or delegated by us without notice and restriction, including without limitation to any of the entities within the Cronos Labs group, or to any successor in interest of any business associated with the Minted NFT Platform. Any attempted transfer or assignment in violation hereof shall be null and void.

**Severability.** If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any Applicable Laws.

**Entire Agreement / Translation.** These Terms (together with our Code of Conduct, our Privacy Notice and any other documents relevant to our Minted NFT Platform) constitute the entire agreement between the parties regarding its subject matter and supersedes and invalidates all other prior representations, arrangements, understandings, and agreements relating to the same subject matter, (whether oral or in writing, express or implied). Each party acknowledges that in agreeing to these Terms it does not rely on any statement, representation, warranty, or understanding other than those expressly set out in these Terms. These Terms are concluded in the English language and all communications including any notices or information being transmitted shall be in English. In the event that these Terms or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of these Terms shall prevail.

**Waiver.** You understand and agree that if you have a dispute with one or more users, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOUR AT THE TIME OF AGREEING TO THIS RELEASE. Notwithstanding the foregoing, these Terms shall not be waived in whole or in part except where agreed by the parties in writing. The delay of enforcement or the non-enforcement of any of the terms of these Terms by any party shall not be construed as a waiver of any of the other rights of that party arising out of the breach or any subsequent breach of any of these Terms and no right, power or remedy conferred upon or reserved for any party in these Terms is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

**Third Party Rights.** Other than the entities within the Cronos Labs group, a person who is not a party to these Terms has no right to enforce any of these Terms.

**Survival.** All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, section 9 (Intellectual Property Rights), section 10 (Your Ownership of the NFT), section 11 (Data Protection/Privacy), section 12 (Limitation of Services/Termination/Account Closure), section 13 (Assumption of Risks), section 14 (Taxes), section 15 (Disclaimers), section 16 (Limitation of Liability), section 17 (Indemnification), section 18 (Miscellaneous), and section 20 (Governing Law and Jurisdiction).

## **19. Notices and Communications**

By using the Minted NFT Platform, we may provide you with notices or other communications, including marketing, relating to your use of the Minted NFT Platform electronically: (a) via email (in each case to the address that you provide), or (b) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. You will always be given the option to unsubscribe from receiving any marketing material from us. For more information regarding the use of your personal data for marketing purposes, please refer to [Minted Privacy Notice](#).

You may provide us either directly to support@minted.network or via third party sites or tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to the Services ("**Feedback**"). You acknowledge and agree that: (i) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Cronos Labs may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) Cronos Labs is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Cronos Labs and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialise) Feedback in any manner and for any purpose.

## **20. Governing Law and Jurisdiction**

These Terms are governed by and shall be construed in accordance with the laws of Hong Kong without regard to any choice or conflict of laws rules. Any dispute, controversy or claim, whether contractual or non-contractual, arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, or any other issue which shall arise in virtue of these Terms, shall be referred to and finally settled by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be in Hong Kong. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in the English language.