

# Terms and Conditions

## Agreement between User and fracctalmonstersnft.com

Welcome to fracctalmonstersnft.com. The fracctalmonstersnft.com website (the "Site") is comprised of various web pages operated by Fracctal Labs Inc. ("Fracctal Labs"). fracctalmonstersnft.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of fracctalmonstersnft.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

fracctalmonstersnft.com is a Web3 Gaming Site.

The purpose of the website is to play the Fracctal Monsters video game, obtain digital assets, engage with other players, and gather information about the project.

In-game assets can be purchased with various tokens on the Algorand blockchain, or with traditional fiat currencies through the Stripe API.

## Privacy

Your use of fracctalmonstersnft.com is subject to Fracctal Labs's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## Electronic Communications

Visiting fracctalmonstersnft.com or sending emails to Fracctal Labs constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Fracctal Labs is not responsible for third party access to your account that results from theft or misappropriation of your account. Fracctal Labs and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

## Children Under Thirteen

Fracctal Labs does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use fracctalmonstersnft.com only with permission of a parent or guardian.

## Links to Third Party Sites/Third Party Services

fracctalmonstersnft.com may contain links to other websites ("Linked Sites"). The Linked Sites are

not under the control of Fracctal Labs and Fracctal Labs is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Fracctal Labs is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Fracctal Labs of the site or any association with its operators.

Certain services made available via fracctalmonstersnft.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the fracctalmonstersnft.com domain, you hereby acknowledge and consent that Fracctal Labs may share such information and data with any third party with whom Fracctal Labs has a contractual relationship to provide the requested product, service or functionality on behalf of fracctalmonstersnft.com users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use fracctalmonstersnft.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Fracctal Labs that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Fracctal Labs or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Fracctal Labs has no obligation to monitor the Communication Services. However, Fracctal Labs reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Fracctal Labs reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Fracctal Labs reserves the right at all times to disclose any information as 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 Fracctal Labs's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Fracctal Labs does not control or endorse the content, messages or information found in any Communication Service and, therefore, Fracctal Labs specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Fracctal Labs spokespersons, and their views do not necessarily reflect those of Fracctal Labs.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials Provided to [fracctalmonstersnft.com](https://fracctalmonstersnft.com) or Posted on Any Fracctal Labs Web Page**

Fracctal Labs does not claim ownership of the materials you provide to [fracctalmonstersnft.com](https://fracctalmonstersnft.com) (including feedback and suggestions) or post, upload, input or submit to any Fracctal Labs Site or

our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Fracctal Labs, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Fracctal Labs is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Fracctal Labs's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **International Users**

The Service is controlled, operated and administered by Fracctal Labs from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Fracctal Labs Content accessed through fracctalmonstersnft.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Fracctal Labs, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Fracctal Labs reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Fracctal Labs in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. **THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER.** Further, unless both you and Fracctal Labs agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

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### **Termination/Access Restriction**

Fracctal Labs reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Utah and you hereby consent to the exclusive jurisdiction and venue of courts in Utah in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Fracctal Labs as a result of this agreement or use of the Site. Fracctal Labs's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Fracctal Labs's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Fracctal Labs with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Fracctal Labs with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Fracctal Labs with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Fracctal Labs reserves the right, in its sole discretion, to change the Terms under which fracctalmstersnft.com is offered. The most current version of the Terms will supersede all previous versions. Fracctal Labs encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Fracctal Labs welcomes your questions or comments regarding the Terms:

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Effective as of August 29, 2023