

GUARDIANS OF HEEDONG NFT TERMS AND CONDITIONS

The Guardians of HeeDong is an exclusive collective of 333 collectors, founders, builders and pet-lovers who believe in the vision and future of HeeDong and the HeeDong ecosystem.

Holding a Guardians of HeeDong NFT (the “**Guardians NFT**”) represents a commitment to the success and well-being of the HeeDong franchise, and is the best way to benefit from the HeeDong ecosystem. Holding a Guardians NFT also allows you to join the HeeDong Collective (the “**Collective**”), a private group that will give you direct access to the latest updates, events, previews and benefits of the HeeDong franchise and ecosystem.

These Guardians of HeeDong NFT Terms and Conditions (“**Guardian Terms**”) govern your purchase, possession and use of the Guardians NFT, and apply in addition to the [HeeDong Terms of Service](#) (the “**Terms**”) and our [Privacy Policy](#).

Capitalised terms in these Guardians Terms shall have the meaning given to them in the Terms, unless the context requires otherwise.

BY PURCHASING AND HOLDING A GUARDIANS NFT, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND (I) THESE GUARDIAN TERMS, (II) THE TERMS AND (III) THE PRIVACY POLICY (COLLECTIVELY, THE “**AGREEMENT**”); (B) CONFIRM THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. THESE TERMS FORM A LEGAL BINDING CONTRACT BETWEEN YOU AND US.

1. Membership in Collective

- A. Subject to Clause 1.B. below, you must hold at least one (1) Guardians NFT in order to be entitled to join the Collective. As member of the Collective (a “**Member**”), you will have access to HeeDong Collective discord channel (the “**Discord Channel**”) where you will be able to interact with other Members and the HeeDong team, and receive the latest information on updates, events, previews and benefits relating to the HeeDong franchise and ecosystem.
- B. Access to the Collective and the Discord Channel is subject to the Collective Rules and Regulations (the “**Regulations**”) which will be made available at the point where you first join the Discord Channel as part of the verification process. Full access to the Collective and Discord Channel will only be granted upon your acceptance of the Regulations, and the completion of the verification process.
- C. Kindly note that the HeeDong Collective is not a DAO, and Members do not have voting rights or ability to influence the direction of the HeeDong franchise and ecosystem. All decisions relating to the HeeDong franchise and ecosystem will continue to be made by us.

2. Benefits

- D. As a Member, you may receive special benefits, perks, experience, or opportunities as determined by us in our sole discretion (“**Benefits**”). Such Benefits (if any) will be announced and/or published in our Collective Discord Channel and/or may be communicated to you privately.

- E. Benefits may be subject to additional terms, conditions and/or requirements (including without limitation, additional costs or fees) before you may avail yourself to them. Please ensure that you check and verify whether any such additional terms, conditions and/or requirements apply before you participate in or avail yourself to any Benefits.
- F. We do not make any representation or guarantee that any Member will receive any Benefit or achieve any particular outcome as a result of owning any Guardians NFT. We reserve the right, at its sole discretion, to restrict, limit, or deny any Benefit to any Member, including to limit the period of time when a Benefit is available, for any reason, at any time. Benefits are not intended to be an endorsement of any project, creator, NFT, individual or any other thing, and we make no recommendation and provides no investment advice in connection with any Benefit or otherwise as a result of holding or owning the Guardians NFT.
- G. You are solely responsible for ensuring that a Benefit is compliant with the applicable laws, regulations and/or legislation in your jurisdiction.

3. Cessation or Termination of Membership

- A. You must hold at least one (1) Guardians NFT in order to continue being in the Collective. If at any point in time you cease to hold any Guardians NFT for any reason whatsoever (e.g. whether as a result of a sale, gift, transfer or other disposition of your Guardians NFT, or if your Guardians NFT is stolen, misplaced, damaged, deleted or destroyed) you will automatically cease to be a Member, and you will no longer be entitled to any and all rights and/or Benefit(s) granted to Members as stated herein.
- B. We reserve the right to remove you from any membership records of the Collective and from the Discord Channel in the event that you cease to be a Member of the Collective.
- C. For avoidance of doubt, Members are free to exit the Collective by selling all of their Guardians NFT on the secondary market. Correspondingly, it is expected that new Members may be added to the Collective, and existing Members may be removed from the Collective, depending on the circumstances.

4. Sale of Guardians NFT

- A. If at any time you sell, trade, donate, give away, or otherwise transfer, or dispose of your, ownership of your Guardians NFT for any reason:
 - (a) you represent and warrant that you will notify the subsequent collector and/or owner of the Agreement and require the subsequent collector to comply with the Agreement; and
 - (b) you will cease to be a Member of the Collective and will no longer be entitled to any and all rights and/or Benefit(s) granted to Members as stated herein.

5. Not an Investment Product / Risks

- A. You acknowledge and agree that:
 - (i) The prices of blockchain assets are extremely volatile, subjective and do not have any inherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the Guardians NFT, which may also be subject to significant price volatility.
 - (ii) A lack of use or public interest in NFTs could negatively impact the potential utility or value of your Guardians NFT. Each Guardians NFT has no inherent or intrinsic value.
 - (iii) We cannot promise or guarantee that any purchases of Guardians NFTs will retain their original value, as their value is inherently subjective and factors occurring outside of our control may materially impact the value and desirability of any particular Guardians NFT.

- (iv) There may not be any further utility or benefit that accrues from owning any Guardians NFT, and that the roadmap or project strategy may not be implemented or achieved for whatever reason. There is no guarantee or promise of the provision of any such utility or benefit by us.
- (v) The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the HeeDong franchise, and therefore the potential utility or value of your Guardians NFT.
- (vi) The purchase of a Guardians NFT is not a sale of any share, investment, debenture, derivatives or securities-based product.
- (vii) The purchase and/or possession of any Guardians NFT does not entitle you to vote or receive dividends or any other form of pecuniary benefits or to be deemed the holder of an ownership interest in the HeeDong franchise or the Company for any purpose, nor will anything contained herein be construed to confer on you, as such, any of the rights of a member of the Company or any right to vote for the election of directors or managers or upon any matter submitted to members at any meeting thereof, or to give or withhold consent to any company action or to receive notice of meetings, or to receive subscription rights or otherwise, or to have ownership of or control over the management of any assets in the HeeDong franchise (including without limitation any Intellectual Property Rights subsisting therein). We do not offer any buy-back or refund schemes for the Guardians NFTs.

These Terms were last updated on 10 February 2023.