

## **TERMS AND CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS CREATES A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS AND INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS. THESE TERMS AND CONDITIONS LIMIT YOUR RIGHTS TO SELECT THE JURISDICTION IN WHICH A DISPUTE IS TO BE ADDRESSED, REQUIRE THAT ANY SUCH DISPUTE BE ADDRESSED THROUGH AN ARBITRATION PROCEEDING - AND NOT A COURT PROCEEDING.

### **1. DEFINITIONS.**

Certain terms that are used in these Terms And Conditions are defined below.

“Cardano Crocs Club” means Cardano Crocs Club, a California General Partnership.

“Cardano Crocs Club Coin” means the token issued by Cardano Crocs Club to you, which is sometimes referred to as “C4” .

“NFTs” means the non-fungible tokens, each of which is different, and which are offered for sale on the Website. The term “NFTs” includes each particular non-fungible token even though the term is used in the plural.

“Us” means the Radioactive Crocs Club, a California General Partnership.

“We” means Radioactive Crocs Club, a California General Partnership.

“Website means any website maintained or controlled by us even if such Website is not specifically named in these Terms And Conditions.

“You” means the person who is using the Website.

“Your” is a reference to something which belongs or refers to you.

### **2. TERMS OF SERVICE.**

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE WEBSITE, YOU ARE CONFIRMING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, THEN YOU HAVE NO RIGHT TO PROCESS ANY TRANSACTION USING THE WEBSITE.

IF YOU ACCEPT OR AGREE TO THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS AND CONDITIONS. IF THE FOREGOING SENTENCE IS APPLICABLE, THEN "YOU" AND "YOUR" WILL REFER AND APPLY TO THAT COMPANY OR OTHER LEGAL ENTITY, AS WELL AS TO YOU, AS THE CONTEXT REQUIRES.

### **3. PURCHASE OF THE NFTS.**

A. The Website. The Website is made available to you so that you can consider the purchase of the NFTs.

B. Purchase. Your purchase of the NFTs is made by sending the ADA (Cardano crypto currency) to our "wallet" (which receives the Cardano crypto currency).

### **4. NFTS - NATURE OF YOUR INVESTMENT - NO INVESTMENT ADVICE.**

A. NFTS. WITHOUT LIMITING ANYTHING SET FORTH IN THESE TERMS AND CONDITIONS, THE NFTS ARE NOTHING MORE THAN COLLECTIBLE DIGITAL ART PIECES FOR YOU TO COLLECT AND ENJOY. EACH OF THE NFTS IS DIFFERENT FROM ANY OTHER NFTS.

B. No Investment Advice. NOTHING CONTAINED IN THESE TERMS AND CONDITIONS OR ON THE WEBSITE CONSTITUTES OR IS TO BE CONSTRUED TO CONSTITUTE INVESTMENT ADVICE OF ANY KIND WHATSOEVER.

C. No Legal Or Tax Advice. THE CONTENTS OF THESE TERMS AND CONDITIONS ARE NOT TO BE CONSTRUED AS LEGAL OR TAX ADVICE. NOTHING SET FORTH ON THE WEBSITE IS TO BE CONSTRUED AS LEGAL OR TAX ADVICE. YOU SHOULD CONSULT YOUR OWN ATTORNEY, ACCOUNTANT OR BUSINESS ADVISOR AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING YOUR PURCHASE AND OWNERSHIP OF THE NFTS.

D. Your Purchase. YOU ACKNOWLEDGE THAT THERE IS NO CERTAINTY OR GUARANTEE THAT YOUR PURCHASE OF THE NFTS WILL BE A PRUDENT PURCHASE AND/OR THAT THE NFTS WHICH YOU PURCHASE WILL HAVE ANY VALUE IN THE MARKETPLACE OR CAN BE READILY SOLD. AMONG OTHER THINGS, THIS MEANS THAT YOU MUST BEAR THE ECONOMIC RISK OF OWNING THE NFTS FOR AN INDEFINITE PERIOD OF TIME. IN ADDITION, YOU ACKNOWLEDGE THAT RADIOACTIVE CROCS CLUB IS UNDER NO OBLIGATION WHATSOEVER TO PURCHASE OR "BY BACK" ANY OF THE NFTS FROM YOU, OR TO ASSIST YOU WITH ANY MATTER, FINANCIAL OR OTHERWISE, WHICH PERTAINS TO THE NFTS.

E. Nature Of NFTS. YOU SHOULD NOT THINK OF THE NFTS AS AN “INVESTMENT”. IN ADDITION, YOU ARE ADVISED THAT THE FUTURE RESULTS OF YOUR OWNERSHIP OF THE NFTS ARE NOT RELATED IN ANY MANNER TO OR DEPENDENT IN ANY MANNER UPON THE ACTIVITIES AND OPERATIONS OF THE RADIOACTIVE CROCS CLUB OR OF ANY OWNER OF RADIOACTIVE CROCS CLUB OR OF ANY AFFILIATE OF RADIOACTIVE CROCS CLUB. THE “MARKETPLACE” (IF ONE EXISTS) FOR THE NFTS IS NOT CONNECTED TO OR INFLUENCED BY THE ACTIVITIES AND OPERATIONS OF THE RADIOACTIVE CROCS CLUB OR OF ANY OWNER OF THE RADIOACTIVE CROCS CLUB OR OF ANY AFFILIATE OF THE RADIOACTIVE CROCS CLUB.

F. No Support. Your use of the Website does not mean that we provide support to you in any manner whatsoever regarding your use of the Website.

## **5. YOUR USE OF THE NFTS.**

A. Introduction. If you proceed to purchase the NFTs, this includes the license to use the NFTs in the manner set forth below, subject to the limitations set forth below.

B. Your Use Of The NFTs. Subject to the immediately following sentence, the license to use the NFTs means that you may, without any additional payment to us, use, copy, display and modify the NFTs at your discretion, including the display on other websites. Notwithstanding anything set forth in the immediately preceding sentence, the NFTs must be used in its entirety. This means that the layered or component parts of the NFTs may not be used separately and nothing contained herein shall mean or be construed to mean otherwise .

C. Access To The NFTs. The NFTs are stored on and accessible through the Cardano blockchain. The Company does not maintain the NFTs on the Website. Apart from transferring control of the NFTs to you upon purchase, the Company has no control over the transfer, storage, ownership or maintenance of the NFTs.

D. Selling And Trading Of The NFTS. You may, in your sole discretion, sell and trade the NFTs. In this regard, please see Section 4 of these Terms And Conditions.

E. No Misuse Of The NFTS. You are not permitted to engage in whole or in part on any activity which involves in any respect or degree or results in a counterfeit NFT, an imitation NFT, a “knock-off” NFT, a fake NFT, a clone NFT or any similar inappropriate or inauthentic NFT.

## **6. USE OF THE WEBSITE.**

A. Personal Use. The Website is provided to you for personal use only and may not be used for any illegal activity or purposes, including fraud or identity theft.

B. Prohibited Uses. You may not use the Website for any of the following:

(1) To take any action that causes, or may cause, damage to the Website or impairment of the performance, availability or accessibility of the Website.

(2) In any manner that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

(3) Copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, or other malicious computer software.

(4) To bully, defame, annoy and/or harass any person or institution, whether explicitly or implicitly, and whether by direct reference or otherwise.

(5) Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting).

(6) Collect data for any direct or indirect marketing activity.

C. Compliance With Applicable Law. You agree to use the Website in strict compliance with all applicable laws and regulations. It is your responsibility to comply with such applicable laws and regulations, and your agreement to comply with these Terms And Conditions does not mean that you are in compliance with such applicable laws and regulations.

D. No Support. Your use of the Website does not mean that we provide support to you in any manner whatsoever regarding your use of the Website.

## **7. DISCLAIMERS.**

A. YOUR USE OF THE WEBSITE EXPRESSLY EXCLUDES ANY WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE. THE FOREGOING EXCLUSION INCLUDES ANY WARRANTY WITH RESPECT TO FITNESS OF THE WEBSITE OR THE ABILITY OF RADIOACTIVE CROCS CLUB TO FURTHER YOUR PERSONAL AFFAIRS OR YOUR FINANCIAL OBJECTIVES. THE FOREGOING EXCLUSION ALSO EXCLUDES ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY ARISING OUT OF THE COURSE OF DEALING OR USAGE IN CONNECTION WITH YOUR USE OF THE WEBSITE.

B. RADIOACTIVE CROCS CLUB, THE AFFILIATES OF RADIOACTIVE CROCS CLUB, AND THE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS OF RADIOACTIVE CROCS CLUB (HEREINAFTER IN THIS SECTION SEPARATELY AND

COLLECTIVELY INCLUDED WITHIN THE TERM RADIOACTIVE CROCS CLUB) DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE WEBSITE. YOUR ACCESS TO THE WEBSITE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND RADIOACTIVE CROCS CLUB EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT.

C. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES WHICH COULD BE CONSTRUED TO APPLY TO YOUR USE OF THE WEBSITE AND/OR TO THE NFTS.

## **8. OUR INTELLECTUAL PROPERTY.**

A. Introduction. The Website including without limitation the components thereof, constitute our “Intellectual Property”. This means, without limitation, that we have valuable and exclusive proprietary/ownership rights with respect to the Website which are protected by applicable trademark, copyright and patent laws of both the United States and any relevant foreign country.

As used herein, “Intellectual Property Rights” means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (a) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (b) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired.

B. Your Use Of The Website. Your use of the Website does not entitle you to any right, title or interest in the Intellectual Property and we retain all attendant Intellectual Property Rights. You shall not under any circumstances alter, remove or obscure any trademark, tradename, logo, or copyright notice which appears on the Website or is used in connection with the Website. Notwithstanding the foregoing, upon your purchase of the NFTS you become the owner of such NFTS.

## **9. THE CARDANO CROCS CLUB COIN.**

A. Creating An Account With Us. The main way in which we can send you the Cardano Crocs Club Coin is for you to create an account (the "Account") with Cardano Crocs Club using the website at <https://dash.cardano.crocsclub.com>. In order to create the Account, you must provide us with your e-mail and your user name and create your own password.

B. First Issuance Of The Cardano Club Crocs Coin. The first Cardano Crocs Club Coin will be issued to you without charge. This is nothing more than a gift to you which is issued without warranty or further obligation. You can collect the issued Cardano Crocs Club Coin by using the Website as instructed.

C. Subsequent Cardano Club Crocs Coins. Cardano Crocs Club, at its sole discretion, may issue one or more subsequent Cardano Club Crocs Coins. Nothing contained herein shall mean or be construed to mean that we are obligated to issue any subsequent Cardano Club Crocs Coins. If such subsequent Cardano Club Crocs Coins are issued, such coins will be nothing more than a gift to you which is issued without warranty or further obligation.

D. Maintaining Confidentiality. If you create the Account with us, you are responsible for maintaining the confidentiality of your Account, including your password. In addition, you are responsible for restricting access to your Account. You accept responsibility for all activities that occur with respect to your Account.

## **10. LICENSE FOR ACCESS TO THE WEBSITE.**

For the sole purposes of accessing the Website, we grant you a non-exclusive and non-transferable license to access and use the Website. You have no right to sublicense the license granted to you. This limited license does not allow you to copy or sell our Intellectual Property and/or to scrape or mine our Website. We reserve the right, without notice and in our sole discretion, to terminate your license to use the Website, and to block or prevent future access to and use of the Website.

Except for the limited license granted to you, you are not conveyed any other right or license in any way. Without limiting the generality of the foregoing, the limited license granted to you does not mean and shall not be construed to mean that you have the right or permission to change, copy, distribute, license, sell, transfer, transmit, broadcast or otherwise exploit the Website on or within the Website, or to prepare any derivative work based upon the Website on or within the Website.

Any unauthorized use of the Website, and any use that exceeds the license granted to you, will terminate the permission or license granted by these Terms And Conditions.

## **11. LIMITATION OF LIABILITY.**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE AND UNDERSTAND THAT NEITHER RADIOACTIVE CROCS CLUB NOR ANY AFFILIATE, DIRECTOR, MEMBER, SHAREHOLDER OR OFFICER OF RADIOACTIVE CROCS CLUB (HEREINAFTER IN THIS SECTION SEPARATELY AND COLLECTIVELY INCLUDED WITHIN THE TERM "RADIOACTIVE CROCS CLUB") WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, TREBLE OR OTHER MULTIPLES OF DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS AND CONDITIONS OR YOUR ACCESS TO THE WEBSITE, THE DECISIONS YOU MAKE WITH REGARD TO THE USE OF THE WEBSITE OR THE CONSEQUENCES OF YOUR USE OF THE WEBSITE AND/OR YOUR PURCHASE OF THE NFTS.

## **12. LINKS.**

The Website may contain links to third-party applications, websites and resources (separately and collectively referred to herein as the "Linked Sites"). The Linked Sites are provided solely as a convenience to you and do not constitute an endorsement by us of the content on such Linked Sites. Radioactive Crocs Club makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. Radioactive Crocs Club is not responsible for the availability of the Linked Sites or the content or activities of such Linked Sites. If you decide to access Linked Sites, you do so at your own risk. Your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

## **13. SECURITY.**

While we work to protect the your security, we cannot guarantee that unauthorized third parties will not be able to circumvent our security measures. Please notify us immediately of any occasion where you believe that your use of the Website has lead to a third-party contacting you in a manner which is not acceptable to you.

## **14. MAINTENANCE OF WEBSITE.**

The Website may be unavailable for access or use due to maintenance activities or a malfunction matter. We are not responsible to you or to any other person for any delay, error, defect, interruption or similar matter which occurs with respect to the Website.

## **15. MODIFICATION.**

We reserve the right in our sole discretion to modify the Website and these Terms And Conditions. Such changes can be made at any time and without the necessity of giving notice to you. The modification of these Terms And Conditions will be posted on the Website.

As you continue to use the Website after we have posted the modification, you will be agreeing - without action on your part - to be bound by the modified Terms And Conditions. You remain free at any time to cease using the Website.

## **16. PRIVACY POLICY.**

We have established a Privacy Policy which pertains to the information which we may obtain from you as a result of your access to and use of the Website. The Privacy Policy is posted at the Website. You are encouraged to carefully read the Privacy Policy.

## **17. AGE LIMITATION.**

Neither the Website nor the creation of an Account is for any person who is under the age of 18. If a person who is under the age of 18 accesses the Website and/or creates an Account, we have no responsibility or obligation to such person.

## **18. TERMINATION OF ACCOUNT.**

You have the right to terminate and thereby close your Account at any time you desire. After such termination, access by you to your Account will cease. The data we have collected from you will be retained by us.

## **19. INDEMNIFICATION.**

A. Introduction. Set forth below are the terms by which you indemnify us in the event that a third party (not you) names us in a lawsuit or otherwise proceeds against us while asserting that your alleged action or omission has caused harm to such third party.

B. Claim.

“Claim” means a claim, or cause of action, or suit for damages, losses, obligations and/or liabilities (including without limitation, damage to persons, property, or the environment) made against us by a person or entity other than you which claims, threatens or asserts that We are responsible or liable for damages, losses, obligations and/or liabilities suffered or supposedly suffered by such third party (regardless of the legitimacy of such claim, threat or assertion) and that such damages, losses, obligations and/or liabilities suffered or supposedly suffered by such third party are the result (whether



directly, indirectly or otherwise) of your actions or omissions.

C. Indemnification Of Us By You.

If a Claim is made against Us, then you shall indemnify, defend and hold us harmless from and against the Claim (except to the extent that such Claim pertains to or is derived from the actions or omissions of Us).

D. Participation By Us.

Nothing contained herein shall mean or be construed to mean that we shall not have the right to participate in the legal proceeding pertaining to the Claim represented by legal counsel unilaterally selected by us.

**E. Survival. The provisions of this Indemnity Section of the Terms And Conditions shall survive the termination of your relationship with us regardless of when or how such relationship is terminated. Without limiting the generality of the foregoing, your ceasing to use the Website does not mean that your obligation to indemnify Radioactive Crocs Club Group is limited or terminated. The amendment or modification of these Terms and Conditions (whether substantially, technically or in a limited manner) does not mean that your obligation to indemnify the Radioactive Crocs Club is limited or terminated.**

**20. UNITED STATES HOSTING.**

The Website is based in the United States. If you are using the Website outside of the United States, there may be local law which applies, and you agree to comply with such law without guidance or input from us.

**21. LANGUAGE.**

The language for these Terms and Conditions is English. We are not responsible for the method by which you may have these Terms and Conditions explained to you or translated for you. We are not responsible for the accuracy of any such explanation or translation of these Terms and Conditions.

**22. GOVERNING LAW.**

These Terms and Conditions are governed by and construed in accordance with the law applicable to contracts made and to be performed wholly within California, and without regard to the conflicts of laws principles thereof.

## **23. ARBITRATION OF DISPUTES.**

A. General. Any controversy or claim arising out of, or relating to, these Terms and Conditions, the breach thereof, or your Account, or the validity of this arbitration provision, shall be settled by binding arbitration in Los Angeles County in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Nothing contained herein shall prevent any party from (i) seeking and obtaining equitable relief, including but not limited to, prohibitory or mandatory injunctions, specific performance, or extraordinary writs, nor (ii) filing legal action to compel arbitration under the provisions hereof, provided that such party stipulates in such action, at any other party's request, to arbitration on the merits of said case.

The immediately preceding paragraph means that your use of the Website constitutes your agreement that if any dispute arises between you and us with pertains to these Terms and Conditions (which cannot otherwise be resolved through communication between us) any such dispute, including all aspects relating to such dispute, whether relating to the alleged breach, termination, enforcement, interpretation or validity of these Terms and Conditions or the use of the Website (each and all of such matters being referred to herein as a "Dispute") will be settled by binding arbitration, as described herein.

B. Waiver Of Jury Trial and Of Class Action. THE FOREGOING PARAGRAPHS MEAN THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY REGARDING THE DISPUTE OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT WHICH MIGHT BE RELEVANT TO THE DISPUTE, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

C. Arbitration Procedure. If you believe that a dispute has arisen and you desire to initiate arbitration you must provide us with a written Demand for Arbitration as specified in the Commercial Arbitration Rules of the American Arbitration Association. The same rule applies if we desire to initiate an arbitration with you.

The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the American Arbitration Association's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) business days of delivery of the Demand for Arbitration, then American Arbitration Association will appoint the arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

You are specifically advised that the arbitrator will have wide the discretion in conducting the arbitration.

D. Admissibility Of These Terms And Conditions. A printed version of these Terms and Conditions shall be admissible in the arbitration proceeding to the same extent

as would be the case with any other business document which was initially generated in a physical and/or printed form.

E. Award In Arbitration. The arbitrator will render an award pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

If you prevail in the arbitration you may be entitled to an award of attorneys' fees and expenses, to the extent provided under California law. If we prevail in the arbitration, we may be entitled to an award of attorneys' fees and expenses.

F. Payment Of Arbitration Fees And Costs. Unless otherwise agreed to us in writing, you will be responsible for the payment of any filing, administrative and arbitrator fees payable to the American Arbitration Association in the case where you initiate the arbitration.

## **24. VENUE.**

The Arbitration described above shall be brought exclusively in Los Angeles County, California. This means that you are waiving any claim or defense that such forum is not convenient or proper. In addition, you are agreeing that a final judgment in any such arbitration shall be conclusive and may be enforced in Los Angeles County and in such other jurisdictions in the manner specified by law.

## **25. SEVERABILITY.**

A. General. If any provision of these Terms and Conditions, as applied either to you or us or to any circumstance, shall be found to be void, invalid or unenforceable, this shall in no way affect any other provision of these Terms and Conditions, or the application of any such provision in any other circumstance, or the validity or enforceability of these Terms and Conditions. In addition, any provision which is found to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law.

B. Foreign Jurisdictions. Without limiting the generality of Paragraph A. immediately above, if any of the provisions of these Terms and Conditions is inconsistent with the law of any jurisdiction outside of the United States, then these Terms and Conditions shall be read and apply as if such provision is not a part of these Terms and Conditions.

## **26. EFFECT OF WAIVER.**

No waiver by you or by us of any term or condition of these Terms And Conditions shall be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this or any other agreement. All remedies, rights, undertakings, obligations and agreements contained in these Terms And Conditions shall be cumulative. No particular remedy, right, undertaking, obligation or agreement contained in these Terms And Conditions shall be in limitation of any other remedy, right, undertaking, obligation or agreement set forth in these Terms And Conditions.

## **27. NO ASSIGNMENT.**

These Terms And Conditions are not to be assigned by you to another person or entity and any attempted assignment by you shall be null and void and have no effect. We may assign these Terms And Conditions to any affiliate of Radioactive Crocs Club without your consent. Subject to the immediately preceding two sentences, these Terms And Conditions and all provisions hereof, shall inure to the benefit of and be binding upon each of us, and the respective successors in interest, assigns, administrators, executors, heirs and devisees of each of us. You acknowledge that if you die, the ability of your successor(s) in interest (whether one or more heirs, one or more beneficiaries and/or your court appointed administrator(s) or executor(s) or otherwise) to access the Website and use your login and password (if an Account is established) is not authorized by these Terms And Conditions.

## **28. NO THIRD PARTY BENEFICIARY.**

These Terms And Conditions do not and are not intended to confer any rights or remedies upon any person other than you and us. This includes the fact that if you die, the ability of your successor(s) in interest (whether one or more heirs, one or more beneficiaries and/or your court appointed administrator(s) or executor(s) or otherwise) to access the Website and use your login and password information is not authorized by these Terms And Conditions.

## **29. INTERPRETATION.**

These Terms And Conditions are to be interpreted fairly and simply, and not strictly for or against either you or us, regardless of the fact that we have prepared these Terms And Conditions.

## **30. ENTIRE AGREEMENT.**

These Terms And Conditions, constitute the entire agreement between you and us pertaining to the subject matter hereof. No supplement, modification or amendment of

these Terms And Conditions shall be binding except through the updating of these Terms And Conditions as provided for herein.

### **31. DESCRIPTIVE HEADINGS.**

The descriptive headings which are used herein are for convenience only and shall not control or affect the meaning or construction of any provision of these Terms And Conditions.

### **32. CONTACTING US.**

On the Website, there is a link that enables you to contact us by e-mail. You will be required to provide us with various information in order for us to be able to address your questions or concerns.

Dated: March 3, 2022

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