



# ZORA

## **Zora Terms of Use**

ZoraDigital

\$ZORA Token Presale

Effective Date: April 17, 2025

# Table of Contents

Acceptance of Terms .....	2
Overview of the \$ZORA Token Presale .....	2
Eligibility and Participation .....	3
Presale Terms and Conditions .....	4
Use of Presale Funds .....	5
Intellectual Property .....	5
Risks of Participation .....	6
Modifications to Presale and Services .....	7
Termination of Presale .....	8
Limitation of Liability .....	8
Indemnification .....	9
Disclaimers .....	9
Governing Law and Dispute Resolution .....	10
Miscellaneous .....	11
Contact Information .....	12

# 1. Acceptance of Terms

By participating in the \$ZORA token presale ("Presale") or accessing any related materials, websites, or services (collectively, the "Services") provided by ZoraDigital ("ZoraDigital," "we," "us," or "our"), you ("Participant," "you," or "your") agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, you must not participate in the Presale or use the Services.

These Terms constitute a legally binding agreement between you and ZoraDigital. We reserve the right to modify these Terms at our sole discretion, with or without notice. Your continued participation in the Presale or use of the Services following any changes constitutes acceptance of the updated Terms. It is your responsibility to review these Terms regularly.



## 2. Overview of the \$ZORA Token Presale

ZoraDigital is conducting the Presale to raise funds for the development of the Zora platform, a decentralized application (Dapp) that will enable users to create, customize, and evolve AI-powered digital humans, as well as trade them in a decentralized marketplace. The Dapp and marketplace are currently in development and not yet operational. The \$ZORA token will serve as the primary currency within the Zora ecosystem, facilitating transactions, rewards, and potential future governance.

The Presale offers participants the opportunity to purchase \$ZORA tokens at an initial price of \$0.001 USDT, with subsequent price rounds (e.g., \$0.0018 USDT) as outlined on the Presale website [Presale Website URL]. Funds raised will support the development, marketing, and operational needs of the Zora platform. Participation in the Presale does not guarantee access to the Dapp, token value, or project success, and all participation is at your own risk.



### 3. Eligibility and Participation

**To participate in the Presale, you must:**

Be at least 18 years old or the age of majority in your jurisdiction.

Not be located in, or a resident of, any jurisdiction where participation in cryptocurrency presales is prohibited by law or regulation (e.g., jurisdictions subject to sanctions or securities restrictions).

Possess a cryptocurrency wallet compatible with the Solana blockchain to receive \$ZORA tokens.

Comply with all applicable laws, including anti-money laundering (AML) and know-your-customer (KYC) regulations, if required by ZoraDigital.

**You represent and warrant that:**

Your participation is lawful in your jurisdiction.

You are not acting on behalf of a prohibited person or entity.

All information provided during the Presale process is accurate and complete.

*ZoraDigital reserves the right to refuse participation to any individual or entity at its sole discretion, without explanation or liability.*

## 4. Presale Terms and Conditions

By participating in the Presale, you agree to the following:

**Token Purchase:** \$ZORA tokens may be purchased using SOL, USDT, or USDC, as specified on the Presale website. All transactions are final and non-refundable, except as required by applicable law.

**Pricing and Allocation:** The initial Presale price is \$0.001 USDT per \$ZORA token, with subsequent rounds at higher prices. ZoraDigital reserves the right to adjust pricing, allocation, or Presale duration at its discretion.

**Delivery:** Tokens will be distributed to your Solana-compatible wallet upon completion of the Presale, subject to ZoraDigital's distribution schedule. Delays in distribution may occur due to technical or operational issues, and ZoraDigital is not liable for such delays.

**No Guarantees:** Participation does not guarantee the development, launch, or success of the Zora Dapp or marketplace. The \$ZORA token may have no value, and its functionality depends on the future development of the Zora ecosystem.

**Fees:** You are responsible for all network fees (e.g., Solana gas fees) associated with Presale

transactions. ZoraDigital is not liable for any losses due to wallet errors or network issues.

**Restrictions:** Tokens purchased in the Presale may be subject to lock-up periods, transfer restrictions, or other conditions, as determined by ZoraDigital. ZoraDigital retains sole authority over the Presale's structure, terms, and execution, and may cancel, extend, or modify the Presale at any time without liability.

## 5. Use of Presale Funds

Funds raised through the Presale will be used at ZoraDigital's sole discretion to support the development and operation of the Zora platform, including but not limited to:

*Software development of the Zora Dapp and marketplace.*

*Research and integration of AI technologies for digital humans.*

*Marketing, community engagement, and partnership initiatives.*

*Operational expenses, including legal, administrative, and technical costs.*

ZoraDigital is not obligated to provide detailed accounting of fund usage or adhere to specific development milestones. Participants

acknowledge that Presale funds may be allocated in any manner deemed necessary by ZoraDigital, and there is no guarantee that the Zora Dapp or marketplace will be completed or launched.

## 6. Intellectual Property

All intellectual property rights related to the Presale and Services, including the Zora website, Presale materials, \$ZORA token design, and any future Dapp or marketplace (collectively, “ZoraDigital Content”), are owned by ZoraDigital or its licensors. Participants are granted a limited, non-exclusive, non-transferable, revocable license to access Presale materials for the purpose of participation, subject to these Terms. Any digital humans or assets created in the future Zora Dapp will be owned by users as recorded on the Solana blockchain. However, ZoraDigital retains all rights to the underlying AI models, algorithms, and platform infrastructure. Participants grant ZoraDigital a worldwide, perpetual, royalty-free license to use, display, and promote any content created in connection with the Presale or Services for marketing and operational purposes.



## 7. Risks of Participation

Participation in the Presale involves significant risks, including but not limited to:

**Cryptocurrency Volatility:** The value of \$ZORA tokens may fluctuate widely or become worthless due to market conditions, regulatory changes, or project developments.

**Development Risks:** The Zora marketplace is in development and may not be completed, launched, or function as intended. ZoraDigital makes no guarantees regarding development timelines or outcomes.

**Regulatory Risks:** Presales are subject to evolving regulations, which may restrict or prohibit \$ZORA token usage or the Zora platform's operations.

**Technical Risks:** Blockchain networks, wallets, and smart contracts may experience failures, hacks, or vulnerabilities, resulting in loss of tokens or funds.

**Financial Loss:** You may lose your entire investment in the Presale, and ZoraDigital is not liable for such losses.

You acknowledge that the Presale is a speculative investment, and you assume full responsibility for all risks. Only participate with funds you can afford to lose, and consult a *financial advisor before proceeding*.

## 8. Modifications to Presale and Services

ZoraDigital retains the sole and absolute right to modify, suspend, or discontinue the Presale or any related Services at any time, with or without notice. Modifications may include changes to Presale pricing, token allocation, distribution schedules, or project scope. ZoraDigital is not liable for any loss or inconvenience resulting from such changes.

We may also update these Terms at our discretion. The most current version will be posted on our website [Zora Website URL], and your continued participation constitutes acceptance of the updated Terms. If you do not agree to the modified Terms, you must cease participating in the Presale immediately.



## 9. Termination of Presale

ZoraDigital may terminate or cancel the Presale at its sole discretion, with or without cause, and with or without notice. Reasons for termination may include regulatory requirements, technical issues, or strategic decisions. Upon termination: *ZoraDigital may refund Presale contributions at its discretion, subject to deductions for administrative or network costs.*

*Any \$ZORA tokens allocated remain subject to blockchain rules, but ZoraDigital is not obligated to provide further Services.*

*ZoraDigital is not liable for any losses resulting from Presale termination.*

You may withdraw from the Presale before token distribution, subject to ZoraDigital's approval and any applicable fees. These Terms will continue to apply to your prior participation.

## 10. Limitation of Liability

To the maximum extent permitted by law, ZoraDigital, its affiliates, officers, directors, employees, agents, and licensors shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or related to:

*Your participation in the Presale or use of the Services.*

*The performance, value, or delivery of \$ZORA tokens.*

*The development, launch, or functionality of the Zora Dapp or marketplace.*

*Any actions taken by ZoraDigital, including Presale modifications or termination.*

ZoraDigital's total liability, if any, shall not exceed the amount you contributed to the Presale, if applicable. You assume full responsibility for all risks associated with the Presale, including cryptocurrency volatility and development uncertainties.

# 11. Indemnification

You agree to indemnify, defend, and hold harmless ZoraDigital, its affiliates, officers, directors, employees, agents, and licensors from any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to:

*Your participation in the Presale.*

*Your violation of these Terms or applicable laws.*

*Any disputes between you and other participants or third parties.*

ZoraDigital reserves the right to assume the exclusive defense and control of any matter subject to indemnification, and you agree to cooperate fully in such defense.





## 12. Disclaimers

The Presale and Services are provided on an “as-is” and “as-available” basis, without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. ZoraDigital does not warrant that:

*The Presale will proceed as planned or result in a successful Dapp launch.*

*The \$ZORA token will have any value, functionality, or market acceptance.*

*The Services will be secure, error-free, or meet your expectations.*

The \$ZORA token is not a security, equity, or debt instrument, and participation in the Presale does not confer ownership or control over ZoraDigital or the Zora platform. Cryptocurrencies are highly speculative, and you acknowledge the risk of total loss. ZoraDigital is not responsible for market conditions, regulatory changes, or technical failures affecting the Presale or \$ZORA tokens.

## 13. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of [Insert Jurisdiction, e.g., Delaware, USA], without regard to its conflict of law principles.

Any disputes arising out of or related to these Terms or the Presale shall be resolved through binding arbitration in [Insert City, e.g., Wilmington, Delaware], conducted by a single arbitrator under the rules of [Insert Arbitration Body, e.g., the American Arbitration Association]. The arbitration shall be conducted in English, and the arbitrator's decision shall be final and enforceable in any court of competent jurisdiction. You waive any right to participate in a class action or seek collective remedies.

If arbitration is not enforceable, disputes shall be resolved exclusively in the courts of [Insert Jurisdiction]. You consent to the personal jurisdiction and venue of such courts.

## 14. Miscellaneous

**Entire Agreement:** These Terms constitute the entire agreement between you and ZoraDigital regarding the Presale, superseding any prior agreements or understandings.

**Severability:** If any provision of these Terms is invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Assignment:** ZoraDigital may assign its rights and obligations under these Terms at its discretion. You may not assign your rights or obligations without our prior written consent.

**No Waiver:** ZoraDigital's failure to enforce any provision does not constitute a waiver of that provision or any other rights.

**Force Majeure:** ZoraDigital is not liable for delays or failures due to events beyond its control, such as regulatory changes, cyberattacks, or network failures.

**Third-Party Services:** The Presale relies on third-party services (e.g., Solana blockchain, wallet providers). ZoraDigital is not responsible for their performance or policies.

# Contact Information

*For questions or concerns regarding these  
Terms or the Presale, please contact us at:  
ZoraDigital  
Email: [zoraaicontact@gmail.com](mailto:zoraaicontact@gmail.com)  
Website: [www.zoradigital.com](http://www.zoradigital.com)*