

# TERMS AND CONDITIONS

## 1. TERMS AND CONDITIONS

These Terms and Conditions (“Terms”, “Terms of Use”) govern all use of our website and platform (“Booby Birds”) including all the services provided through our website (<https://boobybirds.com>) that also include other projects of Wrinkled Brains LLC which also include Titty Birds and Nipples In The Sky. Unless, stated specifically, the terms and policies of this website are only for the Booby Birds NFTs. These terms are displayed on our website and all the specific pronouns such as “we”, “us”, “our”, and “us” refer to the services of Booby Birds. The smart contract of the NFT collection of our services will be running and verified through the Ethereum blockchain therefore just like any smart contract on any blockchain, there is no option of any kind to undo, restore or reverse any transactions. These terms are directed towards you (“user”, “buyer”, “member”, “you”) and these terms are conditioned on your acceptance along with any other policies and documents available and posted through our website.

### 1.1. Availability Of Services

On our website, we have made available our services through which users of Booby Birds will be able to purchase, own and sell Non-Fungible Tokens (“NFT”). Booby Birds, Titty Birds and Nipples in the Sky are the blockchain-based digital assets with created with the aim of investing and owning with tremendous potential for growth. Please note that all the users of these NFTs are solely responsible for managing, securing, holding and protecting their own NFT collections. Users are also responsible for validating all transactions and contracts generated by this website prior to approval. Since a large part of blockchain-related services runs on a smart contract that runs on blockchain networks, there will be no undoing, reversing or restoration of transactions. Purchasing of any crypto or blockchain-related services done by this website and/or sponsors and other directly or indirectly related websites/services will be under the user’s responsibility. In no way shall we be responsible for any losses, wrong transactions, gas fees, unapproved transactions, website lags, delayed or uncompleted transactions done by any kind of errors resulting from the network or its users. Our services are sold “as are” and based on availability without a warranty of any kind. To access all perks of our platform, you can also connect your wallet (currently Metamask). You acknowledge that connecting your wallet to this website and/or its 3rd parties would be your responsibility, and we are not responsible for handling or protecting or compensating your NFTs or wallet from losses, or cyber-attacks. By connecting your wallet to the platform of Booby Birds, you are accepting the rules and conditions stated on this website. Purchasing and selling of any NFTs and any other digital assets or any services provided by this website and any of Booby Birds’ website-related sponsors, partners or any other form of investment directly or indirectly related to websites/services will be under the user’s responsibility. In no way or shape, we are not responsible for any losses, wrong transactions, transaction fees, unapproved transactions, website lags, or delayed or uncompleted transactions done to any kind of errors resulting from the network or its users.

### 1.2. User Acceptance

By using our services, website, obtaining and possessing any land or assets, you have engaged in our service and you confirm to be bound by the terms and rules stated herein including the rules and terms. You agree that you have read these Terms and Conditions including our risk disclosure statement and other policy posted on or through our website or discord and you agree that you will not break any

terms or rules stated in any of our policies. Moreover, as the transactions on our website run on the Blockchain network, therefore the transactions that have been processed cannot be undone, reversed or restored by using any of the services offered by our website. You hereby acknowledge and accept responsibility for all transactions involved with digital collectibles offered by Wrinkled Brains LLC.

## **2. ELIGIBILITY**

- a. Only users who are at least the age of 18 are eligible to use the services of our website.
- b. A wallet address can only be used for one account and currently, 3 tokens are allowed per wallet. Please make sure to use your respective wallet accordingly when signing up for our services.
- c. The services of our website are not for the people who have been previously convicted for wire fraud, hacking, data stealing and/or others who have been banned from using computers by any competent authority.

## **3. DEFINITIONS AND EXPLANATIONS**

On our website the following terms shall have the following meaning:

- a. "AML" means Anti Money Laundering as stated in our policy.
- b. "Applicable Laws" means all laws and regulations applicable to finance-related matters.
- c. "Asset" Or "Digital Asset" means the Booby Bird, Titty Birds and Nipple in the Sky Non-Fungible Tokens ("NFTs"). The Asset/Digital Asset also means any non-tangible assets, fungible, digital property or any other services available through the Booby Birds platform or website.
- d. "Blockchain" unless otherwise mentioned Blockchain shall mean the Ethereum network.
- e. "CFT" means Combating of Financial Terrorism as detailed in our AML & CFT policy.
- f. "Company" unless stated otherwise the company will mean Wrinkled Brains LLC.
- g. "Currency" for the purpose of Booby Birds would be any usable currency for buying or selling of assets on the Booby Birds platform.
- h. "EULA" means End User License Agreement.
- i. "NFT". Unless explained otherwise NFT shall only mean the Booby Birds NFTs. Depending on the context it can also mean other NFTs by the company which also include Titty Birds and Nipple in the Sky.
- j. "Payment Methods" mean the methods under which the funds can be deposited on our website.
- k. "Platform" can mean the website of Booby Birds and to some extent it also means Wrinkled Brains LLC.
- l. "Service" means the service attainable through our website in any perceivable form.
- m. "Smart Contracts" are the programs that run on the blockchain after certain conditions are met.
- n. "User" or "Owner" means anyone who is registered on our website. This includes buyers, users, members, clients, customers, and visitors.

## **4. END-USER LICENSE AGREEMENT ("EULA")**

All the terms in our Terms and Conditions and any other information provided on and through the platform of Booby Birds as well as any other linked service of Booby Birds constitute an agreement between you and our website. For the purpose of our NFTs and digital goods including our non-fungible digital assets, this agreement shall be constituted as an End User License Agreement. These terms of this agreement shall apply to you as a user, assets holder or collector, or anyone who has used our services

in any way. These terms also shall apply to all other content and services and products available at or through our website. All the terms on this website such as “we”, “us”, “our”, and “website” refer to Booby Birds and towards the creator and copyright holder of our website. The information is available on this website to you (“user”, “buyer”, “registered member”) through these Terms and Conditions and conditioned on your acceptance of the terms, the policies, and everything else posted here. By visiting our website, buying any of our assets, or using any of our services, you have engaged in our service, and you are bound by the terms and rules of the website. Read these terms carefully.

## 5. OWNERSHIP

The Booby Birds’ NFTs and digital assets or any other in-app assets are intangible assets that are owned by the buyer who has purchased them within the limits of Booby Birds after Ethereum-based verification. The users and buyer rights are only linked to the digital arts available through or on our website and they can sell, hold or commercialize (subject to some royalty fees) their Booby Birds, Titty Birds and Nipple in the Sky.

Subject to the Terms and Conditions stated in this document all owners of Booby Birds NFTs are granted the following licenses:

- a. **Personal Use:** All users are granted a worldwide, perpetual, royalty-free and irrevocable (under our Terms and Conditions) for the purpose of personally copying, using and displaying, branding as long as none of the aspect of commercialization, merchandising and selling is used.
- b. **Commercial Use:** Subject to small royalty fees you are granted worldwide, unlimited, exclusive license to create, modify, derive, amend, use, sell, merchandize, sell or resell any content, work and art in relation with the NFT as long as the brand name of Booby Birds, Titty Birds and Nipple in the Sky has not been used.

Please note that you can showcase and display your merchandise, art and NFTs at any marketplace that can verify the rights of either the original owner or original copyright holder under which such owners or copyright holders can display their respective NFT collection. These licenses are also for any third-party websites and applications that allow Booby Birds, Titty Birds and Nipple in the Sky integration to display the NFTs provided that all transactions are verifiable through crypto-based smart contracts.

The owning of Booby Birds NFTs also gives the users lifetime access to Booby Birds Metaverse theme parks. The buyer can sell his/her digital assets to anyone within the Booby Birds platform. The record of all purchases, selling and holdings shall be maintained on the Ethereum blockchain using the blockchain protocol. The protocol on the blockchain will itself run on the decentralized system and Booby Birds has no control over it. Please note that Booby Birds and its authorized licensors have all the intellectual property rights overall and users can only hold their digital assets within the confines of the Booby Birds platform. For commercial purposes the users are prohibited from copying, modifying, leasing, renting, distributing, commercializing or creating their own derivative work without expressly authorized permission from the Booby Birds.

Please note that all title and ownership rights over each piece of the asset are vested with the owner and the owner can decide how to sell or make use of his share of the asset. As a user, you hereby acknowledge that you will be liable for your own assets and assume all liabilities resulting from it including any off-platform liabilities that may arise later on. Your usage of the Booby Birds platform and its services must be used only for legal and within the limits of local law and you will not break any laws.

You further acknowledge that in case you sell your asset to a new owner, you will no longer control the benefits of such digital asset(s) on Booby Birds.

### **5.1. Copyrights And Intellectual Property Rights**

All copyright and other rights in and to the source code, design, commercial ownership rights, applications for mobiles or web, programs, databases content files, and all written, audio, video and visual works shall be and remain the sole and exclusive property of Wrinkled Brains LLC. Unless otherwise authorized no one can publish, copy, modify, display or sell any intellectual property related to Wrinkled Brains LLC that also includes Booby Birds NFTs.

By using our services, you as a user understand that you will not use the Booby Birds NFTs to:

- a. Promote or encourage, illegal or unlawful activity anywhere.
- b. You will not infringe upon or violate any third-party rights, including intellectual property rights, privacy rights, or publicity rights of others.
- c. Associate our NFTs with pornography, hatred, abuse, animal cruelty and illegal activities.
- d. Use the Booby Birds NFTs in a defamatory, libelous or slanderous manner.
- e. User the Booby Birds NFTs in any way that is inconsistent with the objective and purpose of the Booby Birds brand.

### **6. REFUNDS AND CANCELLATIONS.**

Since our services are based on smart contracts being conducted on blockchain for which there are no reversals, henceforth there are no refunds granted. Certain jurisdictions and regulations have user and consumer rights under which the refunds of goods or services are mandatory. Please note that our refund policy does not prevent, exclude or take away users' rights as a consumer under their jurisdiction's respective regulations. All users hereby acknowledge that our liability for the sales or purchase provided to an entity defined as a consumer under the regulations is governed solely by the regulations and these terms. Subject to your rights as a consumer, we exclude all express and implied warranties, and all material, work and services (including the selling and purchasing of any assets through the Booby Birds website) are provided to the users without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

### **7. COMMERCIAL RIGHTS AND EXCLUSIVITY OF BOOBY BIRDS**

By using our services and/or purchasing any NFTs from our website you acknowledge and understand that you have been only granted limited commercial rights and these rights do not include royalties for the future sales of the Booby Birds NFTs. The master rights of such NFTs for future sales will always belong to the creator of such NFTs collections. Moreover, you further acknowledge that we may also create the NFTs, digital assets and non-fungible collections identical or similar to the NFTs already sold or owned by other owners. Such collections will have a similar look but will carry a different verification signature. Therefore, by using any of our services you hereby consent to all our terms and agree not to bring any lawsuits, claims or legal proceedings against us, our affiliates, our team and staff members or anyone who is related to us in a professional capacity.

- a. You are solely responsible for your actions while accessing or using this website, as well as any repercussions thereof. You agree to use the website only for legitimate, appropriate, and in

compliance with the Terms and any relevant laws or regulations.

- b. You are at least 18 years old.
- c. You agree that you will not get involved in money laundering or financing terrorist activities.
- d. Post, distribute, issue, or send any content or communication, either knowingly or in a grossly negligent manner, that contains false, misleading, or deceptive information, misinformation, or rumor, or that you do not have the right to communicate because of any law or contractual obligation.
- e. You will not violate, circumvent, reverse-engineer, decompile, disassemble, Intercept, interfere with, or otherwise tamper with any of the security technology, crack any encryption codes, interfere with or remove or alter any rights, management information, or transfer or store any illegal materials, or attempt or assist another person in doing any of these things on or about our website.
- f. Break or infringe any copyright, trademark, or any other intellectual property law in any way or manner that may harm us now or in the future of our business.

## **8. USERS ACKNOWLEDGEMENTS**

By using any or all of our services you affirm, confirm and acknowledge that:

- a. You understand that the price of blockchain assets is correlated (directly or indirectly) with many factors, such as general demand and cryptocurrency prices and we have no control over
- b. You are a mentally fit person who understands the risks of crypto markets, NFTs and investment factors.
- c. You can withstand the loss of profits, deposits, and investments and we are in no way responsible for your actions.
- d. It will be up to you to discern any or all risks on your own related to forex and financial markets.
- e. You affirm, confirm and acknowledge that you will be responsible for all laws and regulations related to the transactions you are going to be making related to blockchain and cryptocurrency and you will not otherwise be subject to any restriction prohibiting access to crypto markets and imposed by the laws and regulations of your jurisdiction.
- f. You understand that the loss of your deposit might mean that you may never gain your money again and we will not be liable for that.

## **9. RISK DISCLAIMER AND BLOCKCHAIN DISCLOSURE**

The following are your acceptances and acknowledgments:

- a. All blockchain assets are highly volatile and their effect on prices cannot be predicted. Fluctuations in the price of other digital assets could materially and adversely affect the value of all assets including digital assets purchased through Booby Birds, which may also be subject to significant price volatility.
- b. problems resulting from blockchain-based transactions will be the responsibility of the user since we do not have any control over any transactions.
- c. Depending on your geographic location, there might be regulatory risks involved with all crypto investments. This is beyond our control and the users of our services are responsible for any regulatory checks and the impact of such checks on the value of their investments.

- d. Any risks associated with the hardware, software or equipment malfunctions will be your responsibility.

### **9.1. Risk Disclosure**

Investment and trading in blockchain technology, p2p markets, and crypto markets are highly speculative and volatile and are only suitable for the users, clients and customers who understand and are willing to assume the economic, legal, financial and other risks involved, and are financially able to assume losses up to or in excess of margins, investments, and deposits. During risk assessments by various firms and authorities, it is often noted that blockchain technology carries certain risks the probability of which is happening a lot more as compared to fiat-based or real estate investing. These factors may include (but are not limited to) blockchain facing problems due to technical issues, policy and legal issues, financial issues and political issues.

By using our services as a user/buyer, you hereby clarify that you understand and acknowledge all risks and that you are willing to deposit your investment and otherwise assume the risks of any investment or spend any of your money that you may choose to make based on Booby Birds' platform, materials offer and advise in general and you hereby disclaim the website and company of Wrinkled Brains LLC from all legal claims and obligations.

### **12. INVESTMENT DISCLOSURE**

There is no assurance or guarantee in crypto markets and blockchain assets therefore there is no guarantee that goals for any profits you might have planned will be achieved. As with any money market, crypto markets depend on various factors, variables, currency, economic, political, business risks, and situations and therefore should be considered highly risky and volatile. We do not make any promises that your investments will be profitable at all and any promises or assurances provided on our website and discord are just indicative and are based on past trends and there is no assurance or guarantee of any kind that these returns will be achieved. The past performance of any of the crypto data on our website does not indicate the future performance of the same token or digital asset. Therefore, the owner(s), CEO, and associates of Wrinkled Brains LLC, Booby Birds, Titty Birds and Nipple in the Sky will not be responsible or liable for any loss or shortfall resulting from the operation of any blockchain related to our website and its services.

### **13. UNFORESEEN EVENTS AND FORCE MAJEURE**

Any act or situation which is beyond our control is known as a "Force Majeure Event". In such a circumstance, we are not liable for any failure to perform or delay in the performance of our obligations under our general terms. Any act, event, non-happening, omission, or accident beyond our control includes (but is not limited to):

- a. Strikes, lock-outs, or other industrial actions that may cause network disruptions.
- b. Civil commotion, riot, invasion, cyber-attack, terrorist attack or threat of terrorist attack, war (whether declared or not), or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport.
- e. Interruption or failure of utility service (including the inability to use public or private telecommunications networks).
- f. Failure of any workforce availability due to any reason.

- g. The acts, decrees, legislation, regulations, or restrictions of any government.

We will use our reasonable endeavors to bring any Force Majeure Event to a close or to find a solution by which our obligations under the general terms or any related contract between us may be performed despite the Force Majeure Event.

#### **14. SEVERABILITY**

In the event that any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **15. CHANGES TO THE TERMS AND CONDITIONS**

These terms, rules, and conditions, can be changed at any time or we may at our sole discretion modify or replace any statement of these terms. If you continue to use or access this website and its services after the changes, updates or modifications then it shall be considered your consent to those changes, updates or modifications. Therefore, make sure to check our documents periodically for the updates and changes herein.

#### **16. ANTI-MONEY LAUNDERING AND COMBATING OF TERROR FINANCING POLICY**

We are committed to providing its services with the legal, best and ethical business standards. Therefore, we have drafted this Anti Money Laundering (“AML”) and Combating the Financing of Terrorism (“CFT”) policy in accordance with global anti-money laundering laws and Financial Action Task Force (FATF) provided guidelines and regulations USA and world to declare that we will always comply with local and international laws in while providing our services to worldwide users.

This policy applies to all individuals, including Wrinkled Brains LLC, Booby Birds, their employees, users, the owner(s), directors, affiliates, temporary or permanent contractors and anyone associated with our website and platform. Anyone who violates the rules in this policy or who permits anyone to violate those rules will be dealt with legal action.

##### **16.2. WHAT IS MONEY LAUNDERING AND TERROR FINANCING**

According to the general rules and regulations of applicable laws around the world, Money laundering generally refers to financial transactions in which criminals, including terrorist organizations, attempt to disguise the proceeds, sources or nature of their illicit activities. The general offenses related to money laundering relate to the concealing, disguising, converting, transferring, acquisition, use and possession of criminal property, as well as an arrangement that facilitates the acquisition, retention, use or control of a criminal property. Similarly, Terror financing is providing financial help or benefits to anyone who was, is doing or planning to do any illegal, illicit or banned activity that may cause terror. Both terror financing and money laundering come with varying levels of sophistication from the very simple to the highly complex.

The CFT (Combating of Financial Terrorism) has changed over recent years. The nature of the attacks has become simpler with the emergence of terrorist cells and the lack of the essential intricate networks and command structures seen with organized groups. Hence terrorist financing needs will vary depending on the case in question. Funding is required for specific attacks and also to support the broader TF needs of terrorist organizations with the latter demanding significant funds. Funding may or

may not come from legitimate sources. Terrorist organizations have demonstrated an impressive ability and shown great adaptability when disseminating funds all over the globe to finance their objectives.

The acts related to prevention or proceeds of crime acts define terrorist financing as; the use of funds or other assets, or the making available of funds or assets, by any means, directly or indirectly for the purposes of terrorism; or the acquisition, possession, concealment, conversion or transfer of funds that are (directly or indirectly) to be used or made available for those purposes, and cognate expressions shall be construed accordingly.

### **16.3. RISK OF VIOLATIONS OF AML & CFT**

We believe that any kind of violation of any AML and CFT laws (local or foreign) may lead to severe civil or criminal penalties against companies and individuals, including significant monetary fines, imprisonment, extradition, and blacklisting, revocation of licenses, and disqualification of directors. In addition, violations of AML & CFT Laws can lead to damaging practical consequences, including harm to reputation and commercial relationships, restrictions on the way we can do business, and extensive time and cost in conducting internal investigations and/or defending against government investigations

### **16.4. REPORTING, CHECKING AND PREVENTIVE MEASURES**

Everyone uses financial services and it is only given that criminals use these services as well to launder money to fund their criminal activities. Therefore, making users and getting their personal data including proper Know-Your-Customer (KYC) practices are central. Knowledge of the users helps us understand the general activities in which the customer would usually be expected to engage. As a company where a financial transaction may take place, we are required to detect unusual and suspicious activities and to determine whether a specific user is present on various sanctions lists. Laundering of finances including money and terrorism financing not only harms the whole of society but can also damage the stability and reputation of the financial sector. It is obviously in the best interests of the financial industry and of society that financial institutions take all reasonable measures to prevent money laundering and terrorist financing. To detect money laundering, we cooperate with a number of authorities, including FATF authorities. Along with local laws, we have adopted a policy on the prevention of money laundering and counter-terrorist financing that requires all parts of Booby Birds to develop and implement effective programs to comply with applicable laws. Users due diligence which may include (but is not limited to) identifying the user and verifying his/her identity based on data, documents and personal information obtained from reliable and independent sources. We may also perform periodic random screening of the users against financial sanctions and PEP lists. All international payments are also screened in real time regarding financial sanctions.

### **16.5. COMPLIANCE WITH LOCAL AND INTERNATIONAL AML AND CFT LAWS**

Our aim is to develop and maintain this policy in line with evolving statutory and regulatory obligations. We will ensure that the team and members of Booby Birds are aware of their obligations and the Company's procedures, and that staff represent the Company to all external agencies in the USA, UK and Europe or anywhere in the world. We will also ensure to comply with the stated policy and therefore monitor operations and development of the policy to this end. Finally, we will undertake the internal review of all suspicious transactions and determine whether or not such suspicions have substance and require disclosure to SAMA or FATF.



## **16.6. RESPONSIBILITIES OF OUR EMPLOYEES AND TEAM**

- a. Remaining vigilant to the possibility of money laundering.
- b. Complying fully with all anti-money laundering procedures in respect of customer identification, account monitoring, record keeping and reporting.
- c. Reporting all suspicions of money laundering to the Compliance & AML Manager.
- d. Promptly completing, every year, the “Annual Acknowledgement Form for the Prevention of Money Laundering” (see Annexure III for Specimen) confirming that they had no suspicions during the prior year or that any suspicions have been reported and acknowledging that they have re-read this Policy.
- e. Employees who violate any of the anti-money laundering regulations or the policies and procedures outlined in this Policy will be subject to disciplinary action.
- f. Receiving follow report reports relevant to any suspicious activities relative to money laundering and terrorist finance notified by the company’s employees, its agent and brokers.
- g. Collaborate and follow-up replies relevant to activities that were detected as suspicious money laundering and terrorist finance activities including, cooperation with regulatory authorities of state agencies.

## **17. UPDATES AND MODIFICATIONS**

This policy is subject to change based on new and updated rules and regulations.

## **18. CONTACT INFORMATION**

In case of any questions, feedback, or suggestion, make sure to contact us using [boobybirdsmedia@gmail.com](mailto:boobybirdsmedia@gmail.com).