

NFT Terms of Use

1. SCOPE. This Terms of Use ("Terms") shall govern your purchase and use of "Divine Architech," non-fungible tokens (NFT) from GIGIL Advertising Group. Inc. (the "Company"), as well as your access to and use of this Site, all of its content, functionality, and services offered.

2. OWNERSHIP. You acknowledge and agree that the Company owns all legal right, title and interest in and to the Divine Architech NFT, and all intellectual property rights therein. Your rights over the purchased NFT are limited to those expressly stated in Section 4 of these Terms. All purchases of NFTs, as well as fees, are non-refundable.

All contents and materials contained in this Site, including logos, or slogans that may appear on the Site are property of the Company and may not be copied or used, in whole or in part, without the prior written permission of the Company.

You are granted a limited, non-exclusive, non-transferable right, to access and use the Site Content. You undertake and commit that you shall not engage, or assist in an activity that violates any law, statute, ordinance regulation or in any other activity or behavior that poses a threat to the Site, such as unauthorized access to the Site or use of other cryptocurrency wallets, and interfering with other user's access to or use of the Site and its services.

Further, you undertake that you shall not (1) distribute, publish, broadcast reproduce, copy, retransmit, or publicly display any Site Content: (2) modify or create derivative works from the Site Content, or any portion thereof: (3) use any data mining, robots, or similar data gathering or extraction methods on the Site Content: (4) download any portion of the Site Content, except as expressly permitted by the Company.

Trademarks, product names and logos posted by third parties on the Site are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the owner. Without limiting the foregoing, if you believe that third-party material posted on the Site infringes your intellectual property rights, you may file a notice of infringement and we will quickly respond and take appropriate action, which includes removal of the disputed work from the Site.

3. NFT SALE. You may purchase Divine Architech NFT from the Company by placing an order in this Site. By placing an order, you agree that you are submitting a binding offer to purchase an NFT. Payment for purchased NFT should be made to the Company.

4. RIGHTS OF NFT PURCHASER. Your purchase of NFT from the Company, grants you a non-exclusive, non-transferable license to such NFT and its contents ("Licensed NFT"). You may access, use, or store such NFT and its content solely for personal, non-commercial purposes. Unless otherwise specified, your purchase of

an NFT does not give you the right, nor authorize any party to modify, publicly display, distribute, sell, or otherwise reproduce the NFT or its content for any commercial purpose. You shall not use, nor permit the use of the Licensed NFT in connection with any images, videos, or other forms of media that depict violence, hatred, cruelty, targeted harassment, pornography, lewd acts, or anything infringe upon or violative of the rights of others. You shall not register or attempt to register any trademark, copyright, or any intellectual property rights in or to the Licensed NFT.

You further agree that any and all intellectual property rights over the Licensed NFT is owned by the Company, and you agree that the Company may sell, license, modify, publicly display, broadcast and create derivative works based upon your Licensed NFT or its content. Any commercial exploitation of the NFT by you could be the basis of infringement.

5. TRANSFER OF RIGHTS. You may assign or transfer your rights over the Licensed NFT, provided that the following conditions are present: (i) the transferee accepts all of the Terms herein; (ii) you have a valid and existing license over the NFT prior to the transfer; (iii) you are not in breach of any of the Terms prior to the transfer; and (iv) and the Company is paid ten percent (10%) of the gross amounts paid by for the transfer of the Licensed NFT;.

6. CRYPTOCURRENCY WALLET. You understand and agree that you are solely responsible for maintaining the security of your wallet and control over any wallet-related authentication credentials, stored in your wallet. An unauthorized access to your cryptocurrency wallet by third parties could result in the loss or theft of NFTs and/or funds held in your wallet and any associated wallets, including any linked financial information such as bank accounts or credit card(s).

7. PAYMENT/FEES. You agree to pay all price and fee/s associated with the purchase, sale, or any other transactions on this Site and you authorize the Company to automatically collect and/or deduct such fees from your **cryptocurrency wallet**. The Company will display a breakdown of your statement of account prior to collection and/or deduction. No refunds are permitted except those which cannot be excluded or limited by law.

8. NFT STORAGE. The Company does not store NFTs on the Site. Upon purchase, control of the NFT shall be transferred to you. Thereafter, the Company has no control over the transfer, storage, ownership or maintenance of the NFT. All NFTs are stored to and accessible through the Ethereum block chain.

9. DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED, any and all NFTS listed are provided on as "as is" and "as available" basis, without warranties or conditions of any kind. The Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose. The Company does not warrant that the Site will meet your requirements or that the Licensed NFT be available on uninterrupted basis at any location or that it will be accurate, current, reliable, and complete.

The Company cannot and do not represent or warrant that the Licensed NFT, the Site, Site content, or the delivery mechanism for it are free of viruses or other harmful components. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience related to the Licensed NFT. Neither does the Company guarantee the security of any data disclosed online, thus, you will not hold the Company liable for any breach of security unless due to gross negligence.

You acknowledge that we will not be responsible for any loss for the use of the NFTs arising from: (a) user error such as forgotten passwords or mistyped addresses, (b) server failure or data loss (c) corrupted wallet files; (d) unauthorized access to applications; and (e) any unauthorized third-party activity.

We are not responsible for any damage due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the Licensed NFTs. The Company is not responsible for damages due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting VFNFTs, including forks, technical node, or any other issues having fund losses as a result.

10. LIMITATION OF LIABILITY. In no event will the Company be liable for any loss of profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from the Terms, or relating to the Licensed NFT, the Site, Site content, the Service, or third-party sites and products, or for any damages relative to loss of revenue, profit, goodwill, data, however these are lost, breach of contract, access to and use of the Licensed NFT, the Site and Site content. The use of the Services and third-party sites are at your own discretion and risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data. You agree that the Company's total aggregate liability shall not exceed ten percent (10%) of the total sum paid directly by you to the Company for the applicable Licensed NFT.

11. INDEMNITY. You agree to indemnify, defend and hold harmless the Company, its employees, officers, directors, contractors, consultants from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses and costs of every kind and nature, whether known or unknown, foreseen or unforeseen, in law or equity, that are caused by, arise out of or are related to (a) your use or misuse of the Site, Site Content or NFTs, (c) your violation of these Terms (c) your violation of the rights of a third party including another user, and (e) your failure to pay any Taxes in connection with your transactions on this Site.

12. TERMINATION OF LICENSE. The rights granted to you hereunder shall automatically terminate and all rights shall return to the Company if: (i) at any time, you sell, trade, transfer, or otherwise dispose, whether gratuitously or not, your Licensed NFT for any reason except as provided in Section 5 of this Terms; (ii) you violate any of the Terms herein; (iii) you engage in any unlawful business practice related to the Licensed NFT; (iv) you initiate any legal action against any

the Company, its affiliate, subsidiary, its officers, directors, agents, and representatives; or (v) you committed any crime against the Company, its affiliate or subsidiary, and its officers, directors, agents, and representatives.

14. TAXES. You shall be solely responsible for paying the applicable taxes to all the transactions conducted in the Site, and you undertake the withhold, collect, report and remit the correct amounts of taxes, if applicable, to the appropriate taxing authorities.

15. PRIVACY. You acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with our Privacy Policy.

16. SEVERABILITY. If any term, clause, or provision of these Terms is held invalid or unenforceable then that term, clause, or provision shall be considered excluded from these Terms and shall not affect the validity or enforceability of any remaining part of that term, cause, or provision not declared invalid.

17. MODIFICATIONS. You agree and understand that the Company may modify part or all of this Site or the Services without notice and that we may update these Terms and any other document incorporated by reference therein at any time and that you agree to be bound by said changes

18. ENTIRE AGREEMENT. These Terms comprise the entire agreement between you and the Company relating to your access to and use of the Site, Site Content and any NFTs you have purchased and supersede any and all prior discussions agreements and understandings of any kind. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.