



# Immutable Ecosystem Creator Agreement

## Immutable Ecosystem Creator TERMS OF SERVICE

THESE TERMS OF SERVICE CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND IMMUTABLESOFT INC. ("IMMUTABLESOFT") AND GOVERN YOUR USE OF THE IMMUTABLE ECOSYSTEM CREATOR SITE AND THE PRODUCTS AND SERVICES OFFERED THROUGH IT ("IMMUTABLE ECOSYSTEM"). TO AGREE TO THESE TERMS OF SERVICE, COMPLETE THE FORM AND CLICK "AGREE AND SUBMIT". IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT CLICK "AGREE AND SUBMIT" AND DO NOT USE IMMUTABLE ECOSYSTEM. YOU MUST ACCEPT AND ABIDE BY THESE TERMS OF SERVICE AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND IMMUTABLESOFT MAY REFUSE ACCESS TO IMMUTABLE ECOSYSTEM FOR NONCOMPLIANCE WITH ANY PART OF THESE TERMS OF SERVICE.

1. Access. Access to Immutable Ecosystem for Creators is provided solely as an accommodation and at ImmutableSoft's sole discretion, and is available only to (a) authorized representatives of a person or entity with a valid membership in the Immutable Ecosystem as a Creator (an "Application Developer"). Access is determined and enforced by the entities registered web3 wallet (see 6 below). You acknowledge that this web3 wallet will be used by authorized representatives and for official use only. All transactions with this wallet address through the Immutable Ecosystem smart contracts are assumed to be official and on your behalf.

2. System Requirements. Use of Immutable Ecosystem requires compatible hardware (fees may apply), Internet access (fees may apply), Polygon PoS and/or Ethereum blockchain access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of Immutable Ecosystem involves hardware, software, and Internet access, your ability to use Immutable Ecosystem may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.

3. Confidentiality. You acknowledge that, in the course of your use of Immutable Ecosystem, you may have access to certain information and materials that are confidential and are of substantial value to ImmutableSoft, including, but not limited to, any proposed Agreement you download from Immutable Ecosystem or you otherwise receive from ImmutableSoft, which value would be impaired if such information were disclosed to third parties or used for purposes other than expressly permitted by any Agreement, or as set forth herein ("ImmutableSoft Confidential Information"). You agree to maintain any ImmutableSoft Confidential Information in confidence, and not disclose or otherwise make available ImmutableSoft Confidential Information to any third party without the prior written consent of ImmutableSoft. In the event either party chooses not to enter into an Agreement, you agree to destroy all copies of any ImmutableSoft Confidential Information in your possession, including any proposed Agreement(s).

4. Agreement. Your use of Immutable Ecosystem is, if applicable, subject to the terms of the Agreement, including, without limitation, its confidentiality provisions. In the event of any conflict between these Terms of Service or any information provided on Immutable Ecosystem, on the one hand, and the Agreement, on the other hand, the terms of the Agreement shall govern.

5. Your Information. You agree to provide accurate, current, and complete information required to register with Immutable Ecosystem and at other points as may be required in the course of using Immutable Ecosystem ("User Data"). You hereby confirm that any User Data you already have provided to ImmutableSoft has been accurate, current and complete. You further agree to maintain and update your User Data as required to keep it accurate, current, and complete.

6. Account and Password. As a registered user of Immutable Ecosystem, you have declared your entity web3 wallet address for your account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account's web3 wallet. The Account web3 wallet may be changed at any time and ImmutableSoft can recover your account if required. You may not reveal your Account or wallet private keys/keywords. You are entirely responsible for all activities that occur on or through your Account web3 wallet, and you agree to immediately notify ImmutableSoft of any unauthorized use of your Account or wallet, or any other breach of security. ImmutableSoft shall not be responsible for any losses arising out of the unauthorized or other improper use of your Account or web3 wallet private key.

7. Particular Immutable Ecosystem Services.

1. Decentralized Store. Purchases of Immutable Ecosystem digital or software entitlements, or other products or services, accessible through Immutable Ecosystem, are subject to all the terms and conditions and/or terms of sale applicable to both the immutable offer entitlements as well as the Creators unique license, which terms are available on or through the Immutable Ecosystem site.

3. Images. Immutable Ecosystem may permit you to upload certain images, screenshots, preview videos, and other metadata ("Licensed Application Information") for worldwide use by ImmutableSoft to display, market, or deliver the Licensed Application to end-users on the Decentralized Store.

Notwithstanding the terms of the Agreement, You represent and warrant that:

- a. you have cleared all worldwide rights, including, without limitation, any rights of publicity of any person depicted in the Licensed Application Information, any copyrights of photographers, artists, or other third parties, and any trademark rights in marks featured in the Licensed Application Information, that may be necessary for the use of Licensed Application Information as set forth herein and in the Agreement;
  - b. you are responsible for all worldwide royalties, fees and/or other sums (if any) payable with respect to Licensed Application Information and its use as set forth herein and in the Agreement;
  - c. the Licensed Application Information does not violate any applicable laws or regulations; and
  - d. you have the authority to make the foregoing representations and warranties on behalf of yourself and any entity on behalf of which you are uploading the Licensed Application Information,
8. Intellectual Property.

1. Acknowledgement of Ownership. You agree that Immutable Ecosystem contains proprietary information and material that is owned by ImmutableSoft and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of Immutable Ecosystem in compliance with these Terms of Service. No portion of Immutable Ecosystem may be reproduced in any form or by any means.

2. Copyrights. All copyrights in and to Immutable Ecosystem are owned by Immutable Soft and/or its licensors.

3. Trademarks. ImmutableSoft, the ImmutableSoft logo, the Decentralized Store, Immutable Ecosystem and other ImmutableSoft trademarks, service marks, graphics, and logos used in connection with Immutable Ecosystem are trademarks or registered trademarks of ImmutableSoft Inc. in the U.S. and/or other countries. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks, except as explicitly permitted by the Agreement.

9. Disclaimer of Warranties; Liability Limitations.

1. IMMUTABLESOFT DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF IMMUTABLE ECOSYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME IMMUTABLESOFT MAY REMOVE IMMUTABLE ECOSYSTEM (OR PARTICULAR PRODUCTS OR SERVICES THEREIN) FOR INDEFINITE PERIODS OF TIME, OR CEASE TO OFFER IMMUTABLE ECOSYSTEM IN ITS ENTIRETY, AT ANY TIME, WITHOUT NOTICE TO YOU.

2. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, IMMUTABLE ECOSYSTEM IS AT YOUR SOLE RISK. IMMUTABLE ECOSYSTEM AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU

THROUGH IMMUTABLE ECOSYSTEM ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

3. IN NO CASE SHALL IMMUTABLESOFT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF IMMUTABLE ECOSYSTEM OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF IMMUTABLE ECOSYSTEM, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY PRODUCT OR SERVICE, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY PRODUCT OR SERVICE, POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA IMMUTABLE ECOSYSTEM, EVEN IF ADVISED OF THEIR POSSIBILITY.

4. IMMUTABLESOFT DOES NOT REPRESENT OR GUARANTEE THAT IMMUTABLE ECOSYSTEM WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND IMMUTABLESOFT DISCLAIMS ANY LIABILITY RELATING THERETO.

10. Indemnity. BY USING THE IMMUTABLE ECOSYSTEM SERVICE, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD IMMUTABLESOFT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THESE TERMS OF SERVICE, ANY REPRESENTATIONS OR WARRANTIES MADE BY YOU HEREIN, OR YOUR OTHER IMPROPER, UNAUTHORIZED OR UNLAWFUL USE OF IMMUTABLE ECOSYSTEM.

11. Notices. ImmutableSoft may send you notice with respect to Immutable Ecosystem by sending an email message to the email address listed in your Account contact information, by sending a letter via postal mail to the contact address listed in your Account contact information, or by telephone call and voice message. Notices shall become effective immediately.

12. Governing Law. You expressly agree that the laws of the State of California, excluding its conflicts of law rules, govern these Terms of Service and your use of Immutable Ecosystem, and that the exclusive jurisdiction for any proceeding relating in any way to your use of Immutable Ecosystem will be the Northern District of California. You hereby waive the right to object to the foregoing choice of law, personal jurisdiction or venue.

13. These Terms of Service constitute the entire agreement between you and ImmutableSoft governing your use of Immutable Ecosystem, superseding any prior agreements between you and ImmutableSoft governing your use of Immutable Ecosystem. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. ImmutableSoft's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. ImmutableSoft will not be responsible for failures to fulfill any obligations due to causes beyond its control.

I agree with the above terms of use.

**Signature**



**Name**

Sean Lawless

**Email**

sean@immutablesoft.org

**Address**

123 Nowhere St.  
Santa Cruz, CA, 95060

**Phone Number**

+1 (831) 555-5555