

Untitled Frontier - Terms of Service

Welcome

Untitled Frontier, Inc. ("Untitled Frontier," "we," "us," "our") provides its services (described below) to you ("you" or "User") through its website located at <https://untitledfrontier.studio> (the "Platform"), subject to the following Terms of Service (as amended from time to time, the "Terms"). By using or accessing the Platform, you acknowledge that you have read and agree to these Terms. The Privacy Policy and all such additional terms, guidelines, and rules as set forth on the Platform are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by the User.

These Terms are effective as of 22 April 2021 and were last updated on 22 April 2021.

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Platform user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Platform will be effective immediately. Your continued use of the Platform and after the date any such changes become effective constitutes your acceptance of the new Terms.

The Platform

Untitled Frontier provides access to consume permissively licensed short fiction produced by Untitled Frontier. In addition it provides access to decentralized software running on the Ethereum network that allows readers to mint Non-Fungible Tokens ("NFTs") related to the short fiction. This website is an interface built to help users interact with that Ethereum smart contract. No NFT ownership is managed by this website or by Untitled Frontier. Users are entirely responsible for the safety and management of their own private Ethereum wallets and validating all transactions generated by the website before approving them. Use of this website is at the user's own risk and Untitled Frontier is not liable for any incorrect or failed transactions. Furthermore, as the contract runs on Ethereum, Untitled Frontier has no power to undo, reverse, or restore any transactions.

External Sites

The Platform may include hyperlinks to other websites or resources (collectively, "External Sites"), which are provided solely as a convenience to our users. We have no control over any External Sites. You acknowledge and agree that we are not responsible for the availability of any External Sites, and that we do not endorse any advertising, products or other materials on or made available from any External Sites. Furthermore, you acknowledge and agree that we

are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites, or as a result of any reliance placed by you upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any External Sites.

Indemnity and Release.

You agree to release, indemnify and hold Untitled Frontier and its affiliates and their officers, employees, directors and agents (collectively, "Indemnitees") harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Platform,

Disclaimer of Warranties.

Platform transactions utilize experimental smart contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. Users acknowledge and agree that such technologies are experimental, speculative, and inherently risky and may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Ethereum blockchain (i.e., "forks"), which can adversely affect the smart contracts and may expose you to a risk of total loss. YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNTITLED FRONTIER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

UNTITLED FRONTIER MAKES NO WARRANTY THAT (I) THE PLATFORM WILL MEET YOUR REQUIREMENTS, (II) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS.

Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNTITLED FRONTIER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE PLATFORM; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND PLATFORMS; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PLATFORM; OR (V) ANY OTHER MATTER RELATING TO THE PLATFORM. IN NO EVENT WILL UNTITLED FRONTIER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE

PAID UNTITLED FRONTIER IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PLATFORM OR WITH THESE TERMS OF PLATFORM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE PLATFORM.

Untitled Frontier - Privacy Policy

Your privacy is important to us. It is Untitled Frontier's policy to respect your privacy and comply with any applicable law and regulation regarding any personal information we may collect about you, including across our website, <https://untitledfrontier.studio>, and other sites we own and operate.

This policy is effective as of 22 April 2021 and was last updated on 22 April 2021.

Information We Collect

Information we collect includes both information you knowingly and actively provide us when using or participating in any of our services and promotions, and any information automatically sent by your devices in the course of accessing our products and services.

Log Data

When you visit our website, our servers may automatically log the standard data provided by your web browser. It may include your device's Internet Protocol (IP) address, your browser type and version, the pages you visit, the time and date of your visit, the time spent on each page, other details about your visit, and technical details that occur in conjunction with any errors you may encounter.

Please be aware that while this information may not be personally identifying by itself, it may be possible to combine it with other data to personally identify individual persons.

Collection and Use of Information

We may collect personal information from you when you do any of the following on our website:

- Use a mobile device or web browser to access our content
- Contact us via email, social media, or on any similar technologies
- When you mention us on social media

Security of Your Personal Information

When we collect and process personal information, and while we retain this information, we will protect it within commercially acceptable means to prevent loss and theft, as well as unauthorized access, disclosure, copying, use, or modification.

Although we will do our best to protect the personal information you provide to us, we advise that no method of electronic transmission or storage is 100% secure, and no one can guarantee absolute data security. We will comply with laws applicable to us in respect of any data breach.

You are responsible for selecting any password and its overall security strength, ensuring the security of your own information within the bounds of our services.

How Long We Keep Your Personal Information

We keep your personal information only for as long as we need to. This time period may depend on what we are using your information for, in accordance with this privacy policy. If your personal information is no longer required, we will delete it or make it anonymous by removing all details that identify you.

However, if necessary, we may retain your personal information for our compliance with a legal, accounting, or reporting obligation or for archiving purposes in the public interest, scientific, or historical research purposes or statistical purposes.

California Privacy Rights

Under California Civil Code sections 1798.83-1798.84, California residents are entitled to ask us for a notice identifying the categories of personal customer information which we share with our affiliates and third parties for marketing purposes, and providing contact information for such affiliates and third parties. If you are a California resident and would like a copy of this notice, please submit a written request to the following address: simondlr@untitledfrontier.studio

We will make every effort to promptly respond to your request.

Children's Privacy

We do not aim any of our products or services directly at children under the age of 13, and we do not knowingly collect personal information about children under 13.

International Transfers of Personal Information

The personal information we collect is stored and/or processed where we or our partners, affiliates, and third-party providers maintain facilities. Please be aware that the locations to which we store, process, or transfer your personal information may not have the same data protection laws as the country in which you initially provided the information. If we transfer your personal information to third parties in other countries: (i) we will perform those transfers in accordance with the requirements of applicable law; and (ii) we will protect the transferred personal information in accordance with this privacy policy.

Your Rights and Controlling Your Personal Information

You always retain the right to withhold personal information from us, with the understanding that your experience of our website may be affected. We will not discriminate against you for exercising any of your rights over your personal information. If you do provide us with personal information you understand that we will collect, hold, use and disclose it in accordance with this privacy policy. You retain the right to request details of any personal information we hold about you.

If we receive personal information about you from a third party, we will protect it as set out in this privacy policy. If you are a third party providing personal information about somebody else, you represent and warrant that you have such person's consent to provide the personal information to us.

If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time. We will provide you with the ability to unsubscribe from our email-database or opt out of communications. Please be aware we may need to request specific information from you to help us confirm your identity.

If you believe that any information we hold about you is inaccurate, out of date, incomplete, irrelevant, or misleading, please contact us using the details provided in this privacy policy. We will take reasonable steps to correct any information found to be inaccurate, incomplete, misleading, or out of date.

If you believe that we have breached a relevant data protection law and wish to make a complaint, please contact us using the details below and provide us with full details of the alleged breach. We will promptly investigate your complaint and respond to you, in writing, setting out the outcome of our investigation and the steps we will take to deal with your complaint. You also have the right to contact a regulatory body or data protection authority in relation to your complaint.

Use of Cookies

We use "cookies" to collect information about you and your activity across our site. A cookie is a small piece of data that our website stores on your computer, and accesses each time you visit, so we can understand how you use our site. This helps us serve you content based on preferences you have specified.

Limits of Our Policy

Our website may link to external sites that are not operated by us. Please be aware that we have no control over the content and policies of those sites, and cannot accept responsibility or liability for their respective privacy practices.

Changes to This Policy

At our discretion, we may change our privacy policy to reflect updates to our business processes, current acceptable practices, or legislative or regulatory changes. If we decide to

change this privacy policy, we will post the changes here at the same link by which you are accessing this privacy policy.

If required by law, we will get your permission or give you the opportunity to opt in to or opt out of, as applicable, any new uses of your personal information.

Contact Us

For any questions or concerns regarding your privacy, you may contact us using the following details:

Simon de la Rouviere
simondlr@untitledfrontier.studio