## Terms of Use

Last updated 05/03/2022

#### AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you (user), whether personally or on behalf of an entity ("you") and the UAC Team"we,""us," or "our", concerning your access to and use of the https://uacollection.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site").

The UAC NFT collection is a limited collection of unique pixel art NFTs (Non-fungible tokens) with a number of unique attributes captured on Ethereum blockchain. You agree that by accessing the Site, and acquiring/purchasing our NFTs, you have read, understood, and agreed to be bound by all of our Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE THE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time (collectively "Supplemental Terms") are hereby expressly incorporated herein by reference. However, unless expressly stated otherwise, these Terms of Use override anything in the Supplemental Terms to the contrary. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use or Supplemental Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use the Site. If you are under the age of 18 years old and use the Site without our knowledge or permission, we except no responsibility for any outcomes as expressed in these Terms of Use.

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made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use the Site. If you are under the age of 18 years old and use the Site without our knowledge or permission, we except no responsibility for any outcomes as expressed in these Terms of Use.

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We are committed and capable to develop the project further as outlined in our roadmap, however, we cannot guarantee the success or future developments of this project. You agree that your purchase of our NFTs only guarantees you the purchased NFT characters and any future potential airdrops, community gatherings, or other benefits are ancillary to this purchase and not to be taken into consideration with your initial purchase. You agree that you are not relying on any future commitments by us in using our site and purchasing our NFTs.

You also certify that by acquiring or purchasing our NFTs, you understand that our NFT smart contracts run on the Ethereum blockchain and are bound by their system and terms, there is no ability to undo, reverse, or restore any transactions. Any connected services including this website and its content are provided "as is" and "as available" without any warranty of any kind.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, or except already acquired or purchased NFTs by you, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics or/and any cryptographic assets such as NFTs on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of various jurisdictions, international copyright laws, and international conventions. Moreover, we reserve the right to use any of our NFT characters or asset models for content creation or advertisement.

# MONETARY VALUE AND TAXES

Our NFTs serve as collectibles with no inherent value and shall be treated as such. We hold no guarantees that our NFTs are worth any monetary value and, you are entirely responsible

for any tax liability which may arise from purchasing, minting, exchanging, reselling or otherwise disposing of the NFTs.

## MINTING AND SAFETY OF YOUR PARTICIPATION

Please note that, before minting our NFTs, check and confirm the latest posts on our <u>Disord</u> and <u>Twitter</u> channels in case, if one of the aforementioned channels gets compromised. For your own safety, please consider checking both (Discord and Twitter) channels before the mint.

#### NFT OWNERSHIP

When our NFTs are acquired or purchased by you, the NFT ownership is transferred to you through the Ethereum blockchain for that individual NFT. Ownership of the NFT is dictated by Ethereum blockchain terms and we hold no ability to alter, freeze, seize or modify the ownership of any of our NFTs once the ownership is transferred to you.

## PERSONAL AND COMMERCIAL USE

Subject to your continued agreement with our terms, we grant you an unlimited, worldwide licence to use, copy and display the acquired NFTs, along with any derivative artwork or extensions that you could create or utilise. However, you are not allowed to use our NFTs for illegal purposes, violence or in a way that may cause harm for individuals. The licence we grant you for personal and commercial use only applies to the extent that you continue to own our NFTs and are not involved in inappropriate activities mentioned above. We reserve the right to revoke the licence if we deem your usage of our NFTs are considered illegal or inappropriate.

#### YOU AGREE TO INDEMNIFY AND PROTECT US

You agree to indemnify and hold us, our officers, directors, employees, agents, attorneys, representatives and shareholders (each, an "Indemnitee") harmless from and against any and all claims, costs, expenses, damages and liabilities (including such claims, costs, expenses, damages and liabilities based on liability in tort, including strict liability in tort), including reasonable attorneys' fees and disbursements and other costs of investigation or defence (including those incurred upon any appeal), that may be instituted or asserted against or incurred by us or any such Indemnitee in connection with or arising out of (i) your use of this Site and associated services, (ii) your purchase of NFTs as well as any future transactions relating to these NFTs, and (iii) any violation of these Terms of Use by you.

## TO ALL COMMUNITY MEMBERS

We sincerely thank you and appreciate you for being our community member. Our community is the core of our NFT project that would drive the success and allow us to continue reaching new heights.

#### CONTACT US

For any questions or inquiries related to our project, please contact us on Twitter/Instagram.