

Terms Of Service

Effective: October 6, 2021

Last Updated: October 6, 2021

1. Introduction

Welcome to the Unique Network website unqnt.io, owned and operated by Unique Network Limited a private company limited by shares registered in Gibraltar ("Unique Network," "we," "us" or "our"). These Terms of Use (these "Terms") govern your access to and use of the Unique Network website unqnt.io; including without limitation the creation, purchase, sale, exchange, or modification of certain digital assets; our online and/or mobile services, and software provided on or in connection with those services (collectively, the "Service").

This Service also allows you to sell and purchase Crypto Assets (as defined below) via unqnt.io marketplace ("Marketplace"). You may only participate in the Marketplace by linking your digital wallets on supported bridge extensions such as Polkadot{.js} extension (<https://polkadot.js.org/extension/>). Polkadot{.js} extension is an electronic wallet, which allows you to purchase, store, and engage in transactions using Polkadot network. Before putting up your unique digital asset onto the Marketplace or putting in an offer to purchase a unique digital asset from another user, we will ask you to download a supported electronic wallet extension, and connect and unlock your digital wallets with that extension. Once you submit an order to sell or purchase a unique digital asset, your order is passed on to the applicable extension, which completes the transaction on your behalf.

"Crypto Assets" refers to unique non-fungible tokens, implemented on the Polkadot blockchain (the "Polkadot Platform") using smart contracts.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

UNQNT.IO IS A PLATFORM. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. UNQNT.IO FACILITATES TRANSACTIONS BETWEEN THE BUYER AND SELLER IN THE MARKETPLACE BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER OF CRYPTO ASSETS OR BETWEEN ANY USERS.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE ON UNQNT.IO NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, UNQNT.IO MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE PLATFORM.

Because we have a growing number of services, we sometimes need to describe additional terms for specific services. Those additional terms and conditions, which are available with the relevant services, then become part of your agreement with us if you use those services.

THESE TERMS OF USE ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ THEM CAREFULLY. BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, USING OUR SERVICES AND/OR PURCHASING CRYPTO ASSETS, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. If you do not agree to these Terms, you may not access or use the Service or purchase the Crypto Assets.

Unique Network reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the “Last Updated” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

2. Privacy Policy

Please refer to our [Privacy Policy](#) for information about how we collect, use and share personal information about you.

3. Account Registration and Communication Preferences

- a. If you wish to participate in the Marketplace for Crypto Assets, you will need to register for an account on the Service (“Account”). By creating an Account, you agree to (a) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (b) immediately notify us if you discover or otherwise suspect any security breaches related to the Service, or your Account. You agree that you will not:
 - share your Account password with anyone; or
 - log in or try to log in to access the Service through unauthorized third-party applications or clients.
- b. By submitting personal data through our Site or Services, you agree to the terms of our [Privacy Policy](#) and you expressly consent to the collection, use and disclosure of your personal data in accordance with the [Privacy Policy](#).
- c. You must provide all equipment and software necessary to connect to the Service and services, including but not limited to, a mobile device that is suitable to connect with and use Service and services, in cases where the Service offers a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service or services.

4. Ownership

- a. Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Unique Network logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “Content”) are the proprietary property of Unique Network or our affiliates, licensors or users, as applicable.
- b. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Unique Network or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
- c. The Unique Network logo and any Unique Network product or service names, logos or slogans that may appear on the Service or Service are trademarks of Unique Network or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Unique Network” or any other name, trademark or product or service name of Unique Network or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Unique Network and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Unique Network names or logos mentioned on the Service 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 applicable trademark holder. Reference to any products, services,

processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Unique Network.

5. License to Access and Use Our Service and Content

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Service and Content; provided, however, that such license is subject to these Terms and does not include any right to (a) sell, resell or use commercially the Service or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (f) use the Service or Content other than for their intended purposes.

6. Hyperlinks

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Service for noncommercial purposes, provided that such link does not portray Unique Network or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Unique Network to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Unique Network trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.

7. Third Party Services

The Service may contain links to third-party websites ("Third-Party Websites") and applications ("Third-Party Applications"). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Service and are subject to the Terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of Unique Network. Unique Network is not responsible for any Third-Party Websites or Third-Party Applications. Unique Network provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

8. User Conduct

You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Service or participating in the Marketplace. You agree that you will abide by these Terms and will not:

- a. Provide false or misleading information to Unique Network;
- b. Use or attempt to use another user's Account without authorization from such user and Unique Network;
- c. Create or list counterfeit items;

- d. Pose as another person or create a misleading username;
- e. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- f. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- g. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area or code of the Service;
- h. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- i. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- j. Use data collected from our Service to contact individuals, companies, or other persons or entities;
- k. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- l. Bypass or ignore instructions that control all automated access to the Service;
- m. Use the Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;
- n. Use the Polkadot Platform to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Polkadot Platform, or the Service;
- o. Engage in wash trading or other deceptive or manipulative trading activities;
- p. Place misleading bids or offers;
- q. Engage in behaviors that have the intention or the effect of artificially increasing view counts, favorites, volume, or other metrics that Unique Network might use to sort search results;

We require all users to be 18 years old or older. If you are under 18, you may use a parent or guardian's Unique Network account, but only with involvement of the account holder. However, the account holder is responsible for everything done with that account.

If you become aware of the creation, listing, or buying of assets in violation of any of the terms specified in this section, you shall contact us to report it. Creators bear special responsibility for informing Unique Network of the existence of their collections, contracts, and assets that violate these terms.

2. User Information and Copyright

You are solely responsible for your use of the Services and for any User Information you provide, including compliance with applicable laws, rules, and regulations. We take no responsibility for the User Information posted or listed via the Services.

You retain your rights to any User Information you submit, post, or display using the Services.

By submitting, posting or displaying User Information on or through the Services, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any text, content, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you submit or post on or through the Services or through tools or applications we provide for posting or sharing such content (collectively "User Information") for our lawful business purposes, including to provide, promote, and improve the Services.

Unique Network does not claim that submitting, posting or displaying User Information on or through the Services gives Unique Network any ownership or resale rights in your User Information.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Information that you submit, post or display on or through the Services. You agree that such User Information will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Unique Network the license described above.

3. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Unique Network, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “Unique Network Parties”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, User Information or Crypto Assets, (b) any feedback you provide, (c) your violation of these Terms, and (d) your violation of the rights of a third party, including another user or Polkadot{.js} extension. You agree to promptly notify Unique Network of any third-party Claims and cooperate with the Unique Network Parties in defending such Claims. You further agree that the Unique Network Parties shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND UNIQUE NETWORK.

4. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY UNIQUE NETWORK, THE SERVICE, CONTENT CONTAINED THEREIN, AND CRYPTO ASSETS LISTED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. UNIQUE NETWORK (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. UNIQUE NETWORK DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SERVICE, CONTENT CONTAINED THEREIN. UNIQUE NETWORK DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE UNIQUE NETWORK ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, UNIQUE NETWORK CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, ANY CRYPTO ASSETS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF CRYPTO ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING

FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR CRYPTO ASSETS.

CRYPTO ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE POLKADOT NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE POLKADOT PLATFORM. WE DO NOT GUARANTEE THAT UNIQUE NETWORK OR ANY UNIQUE NETWORK PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY CRYPTO ASSETS.

Unique Network is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the Crypto Assets. Unique Network is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting Crypto Assets including forks, technical node issues or any other issues having fund losses as a result.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

5. Assumption of Risk

You accept and acknowledge:

- a. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Crypto Assets, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Crypto Assets will not lose money.
- b. You are solely responsible for determining what, if any, taxes apply to your Crypto Assets transactions. Neither Unique Network nor any other Unique Network Party is responsible for determining the taxes that apply to Crypto Assets transactions.
- c. Our Service does not store, send, or receive Crypto Assets. This is because Crypto Assets exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of Crypto Assets occurs within the supporting blockchain and not on this Service.
- d. There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Unique Network will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Crypto Assets, however caused.
- e. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of Crypto Assets.
- f. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Marketplace and/or Service and the utility of Crypto Assets.
- g. The Service will rely on third-party platforms such as Polkadot{.js} extension to perform the transactions for the Marketplace of Crypto Assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of

such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.

6. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UNIQUE NETWORK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF UNIQUE NETWORK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS 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 RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF UNIQUE NETWORK ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, CRYPTO ASSETS, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY UNIQUE NETWORK FROM THE SALE OF CRYPTO ASSETS THAT ARE THE SUBJECT OF THE CLAIM.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF UNIQUE NETWORK FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A MEMBER OF UNIQUE NETWORK'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A MEMBER OF UNIQUE NETWORK'S FRAUD OR FRAUDULENT MISREPRESENTATION

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

7. Modifications to the Service

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services (or any features or parts thereof) or suspend or discontinue the Marketplace at any time and without liability therefore.

8. Governing Law and Venue

These Terms, your access to and use of the Service and Content, and your participation in the Marketplace shall be governed by and construed and enforced in accordance with the laws of Gibraltar. You and We both agree that the courts of Gibraltar will have exclusive jurisdiction. These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Gibraltar law. We both agree to the exclusive jurisdiction of the courts of Gibraltar.

9. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

10. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

11. Survival

The following sections will survive the expiration or termination of these Terms and the termination of your Account: all defined terms and Sections 1-4 and 7-18.

12. Miscellaneous

These Terms constitute the entire agreement between you and Unique Network relating to your access to and use of the Services and Content, and your participation in the Marketplace. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Unique Network prior, concurrent or subsequent circumstance, and Unique Network's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms is intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.