



Terms and Conditions for AbleNFT Project

Introduction

These Terms of Services govern the use of the AbleNFT platform, provided by Able to Regenerate Co. LTD, a company dedicated to the regeneration of our planet through innovative blockchain solutions. By accessing or using any of the services offered on the AbleNFT platform, you acknowledge that you have read, understood, and agree to these Terms of Services. This document constitutes a binding agreement between you, the end user, and Able to Regenerate Co. LTD. You and the Company are collectively referred to as "Parties."

Please read these Terms of Services carefully. By accessing or using any of our services, you affirm that you understand and agree to comply with these Terms of Services. If you do not agree to these terms, please do not use our services. These Terms of Services were last updated on 1/10/2023. Able to Regenerate Co. LTD reserves the right to amend, change, or update these terms at any time without prior notice. It is your responsibility to review these terms periodically to ensure your understanding and compliance.

These Terms of Services, including the Privacy Policy and any rules specified on the AbleNFT platform, constitute the complete agreement between you and Able to Regenerate Co. LTD regarding your use of our services. Any prior negotiations, agreements, understandings, or representations, whether written or oral, are superseded by these Terms of Services. In case of any inconsistency between these Terms of Services and any other content on the AbleNFT platform, these Terms of Services shall prevail.

2) Definitions

a. **"AML" (Anti-Money Laundering):** AML refers to the comprehensive set of regulations and laws designed to combat financial crimes, encompassing a wide array of legislation applicable to the Parties involved. These laws specifically prohibit money laundering activities, including but not limited to any acts or attempted acts aimed at concealing or disguising the identity or origin of illicit proceeds, altering their form, or facilitating their movement, transfer, or transportation. This includes activities related to property, funds, Fiat Currencies, and Cryptocurrency Tokens, forming a robust framework aimed at ensuring transparency, integrity, and accountability in financial transactions, and preventing the illegal flow of funds across various mediums and platforms."

b. **Affiliate:** Refers to AbleNFT Solutions and all its shareholders, directors, officers, associates, employees, contractors, agents, partners, insurers, and attorneys acting on behalf of the [ablenft.solutions](https://www.ablenft.solutions) Website.

c. **Allocation Round:** Signifies Round 1 of the Company fundraising Project tokens allocation, managed by the AbleNFT Solutions system.

d. **BNB:** Denotes Binance Cryptocurrency required for transaction fees on the Binance Smart Chain network.

e. **ETH:** Represents Ethereum Cryptocurrency necessary for transaction fees on the Ethereum Chain network.

f. **Matic:** Indicates Polygon Cryptocurrency needed for transaction fees on the Polygon Chain network.

g. **SOL:** Refers to Solana Cryptocurrency essential for transaction fees on the Solana Chain network.

h. **CFT:** Represents Combating the Financing of Terrorism.

- i. **Company:** Refers to AbleNFT Solutions, a limited liability company incorporated for its operations.
- j. **AbleNFT IDO pool:** Company fundraising project token allocation for IDO project tokens dedicated to AbleNFT NFT holders.
- k. **Community IDO pool:** Represents the First Come First Serve Round of the Company fundraising project token allocation for unsold IDO project tokens from the Allocation Round.
- l. **IGO:** Stands for Initial Game Offering, **ICO:** Initial Coin Offering, and **IDO:** Initial Dex Offering, signifying projects launching coins or tokens via decentralized liquidity exchanges.
- m. **Impermanent Loss:** Denotes the temporary loss of funds due to price changes of LP Tokens when providing liquidity to farming pools.
- n. **KYC:** Represents Know Your Customer/Know Your Client, mandatory identity verification for accessing Services or participating in IGOs on the ablenft.solutions Website.
- o. **Launchpad:** Refers to the ablenft.solutions platform facilitating token swaps, where IGO/IDO/ICO fundraising Projects are officially launched.
- p. **Project:** Represents AbleNFT Solutions' project or a third-party client offering tokens, products, and services for IGO, ICO, and IDO events on the ablenft.solutions Website.
- q. **AbleNFT:** Signifies the non-fungible token of AbleNFT Solutions on the Ethereum blockchain. Users need to hold AbleNFT to participate in Services on the website, including IGO/ICO/IDO sales of Projects selected for the Launchpad, token vesting, yield box, etc.
- r. **Terms:** Represents these Terms of Services specifically for AbleNFT Solutions.
- s. **User:** Refers to you or your.
- t. **Website:** Signifies the online platform accessible through <https://ablenft.solutions>, fully owned and operated by AbleNFT Solutions.

3) General

3.1. Disclaimer for Accessibility of the Website and the Services

- a. **Accessibility Disclaimer:** The services provided by ableNFT Solutions on the Website (<https://ablenft.solutions>) are offered "as is" and "as available." We do not guarantee that the features and functions of the Website and the Services will meet your preferences. Your use of the Website and the Services is entirely at your own risk, and you are solely responsible for any consequences arising from your usage or accessibility of the Website and the Services. ableNFT Solutions holds no liability in this regard.
- b. **Token Representation:** The Website acts as a facilitator for Users to access Project tokens, offering no warranty or representation concerning their quality, value, specifications, fitness for purpose, completeness, accuracy, or underlying technology.

c. **Limitation of Service:** ableNFT Solutions reserves the right to limit Website accessibility to specific individuals, regions, or jurisdictions, and may terminate your access to the Website and the Services at our sole discretion and at any time without notice.

d. **Usage Limitations:** We retain the right to impose limitations or restrictions on your use of the Website for reasons including but not limited to commercial, security, technical, maintenance, legal, or regulatory purposes. We may withdraw the Website or your access to it at any time without prior notice due to any breach of these Terms.

e. **Assignment of Rights:** ableNFT Solutions may assign, transfer, and subcontract our rights and obligations under these Terms without notifying you or acquiring your consent. However, you are not permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

f. **Third-Party Rights:** These Terms do not create any rights for third parties, and no third party shall be considered a beneficiary of these Terms.

g. **Role of ableNFT Solutions:** We act solely as a technology platform and are not your broker, intermediary, agent, or legal advisor. We have no fiduciary relationship or obligation to you regarding any decisions or activities carried out by you using the Website or the Services. All services, transactions, and investments are executed automatically based on your parameters. You are solely responsible for determining the suitability of any services or investments based on your judgment, objectives, circumstances, and risk tolerance. You are also solely responsible for any resulting losses or liabilities.

h. **Consultation Requirement:** Before executing any transactions or purchasing ableNFT or IGO/ICO/IDO tokens on the Website, it is advisable to consult with your independent financial, legal, or tax professionals. ableNFT Solutions is not liable for any decisions made by you to access and purchase through the Company.

3.2. Submissions, Feedback, and Suggestions

a. **User Responsibility:** You are solely responsible for any submissions, including content, remarks, suggestions, ideas, materials, feedback, or other information shared on the Website or our social media platforms (such as Discord, Twitter, and Telegram). We rely on the information you provide and do not verify it. We reserve the right to refuse, remove, edit, or abridge any submission for any reason.

b. **License for Feedback:** By sharing feedback and suggestions with ableNFT Solutions, you grant us a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license to use, copy, reproduce, modify, publish, transmit, broadcast, display, and distribute your intellectual property rights in the feedback and suggestions. You agree that you are not entitled to any compensation should we consider or develop technology similar to your feedback or suggestions.

3.3. Clickwrap and Links to/from the Website

a. **Acceptance of Terms:** Users may agree to these Terms through electronic means, such as checking a box, clicking a button, or continuing with the Service. Such actions bind the user to these Terms.

b. **Third-Party Links:** The Website may contain hyperlinks to Third Party Services. These links are provided for your convenience. ableNFT Solutions has no control over the content of these third-party websites and holds no liability for any damage, loss, or consequence arising from your use or reliance on their content. Users are responsible for determining the extent to which they may use or rely upon any content from these third-party websites, and ableNFT Solutions is not liable for the accuracy or completeness of such third-party content. All intellectual property rights in and to Third Party Services belong to their respective third parties.

4) Right to Use the Website:

By accessing the Website and/or using the Services, you agree to the following representations and warranties:

- a. **Legal Capacity:** You possess full capacity and authority under applicable laws to agree and bind yourself to these Terms.
- b. **Age Requirement:** You are eighteen years of age or older.
- c. **Prohibited Jurisdictions:** You are not a citizen or resident of any Prohibited Jurisdictions, and you have no relevant connections with these jurisdictions.
- d. **Compliance with Laws:** You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations related to your use of the Website and the Services. Your usage must not involve any unlawful or illegal purposes, including infringement of copyright laws and AML/CFT laws.
- e. **Legitimate Source of Tokens:** The tokens in your wallet do not and will not derive from money laundering, terrorist financing, fraud, or any other illegal activities under applicable laws. You acknowledge that ableNFT Solutions will not be held responsible for actions resulting in the loss or destruction of the value of the tokens and rewards in your Wallet due to your actions.
- f. **Responsibility for Account:** You are solely responsible for all activities, transactions, and actions occurring through your account on the Website.
- g. **Accurate Information:** You will provide only accurate, complete, and up-to-date information and documents, if required, for accessing or using the Company's Services on the Website. Ensuring the confidentiality of your personal or credential information, including your wallet address, is your responsibility, and you agree to maintain this confidentiality on the device you use to access the Website.
- h. **Loss of Access:** If you lose access to the Wallet connected with the Website, ableNFT Solutions cannot assist in recovering losses or transferring IGO/ICO/IDO tokens or any able NFT or any other NFT connected to ableNFT Solutions back to your wallet. Managing your account and private key remains your sole responsibility.
- i. **Network Access:** You are responsible for obtaining the necessary data network access to use the Website. Your network's data rates and fees may apply if you access the Website from a wireless-enabled device.
- j. **Risk Acknowledgment:** You understand and are aware of the risks associated with accessing, using, or participating in the Services, and you accept full liability for these risks.
- k. **Tax Obligations:** You acknowledge your responsibility to comply with tax regulations in the jurisdiction you reside in. You are fully responsible for filing or reporting any taxes and paying them as required by the Applicable Laws. ableNFT Solutions will not be liable for your tax obligations, and any uncertainties or unpredictable matters in tax legislation related to any tokens may expose you to unknown or unforeseeable tax implications associated with your holding of tokens and the use of the Services, for which ableNFT Solutions will have no liability. Moreover, you will not hold ableNFT Solutions liable for any expenses or losses resulting from unknown or unforeseeable tax implications.
- l. **Indemnification:** You agree to fully indemnify, defend, and hold harmless ableNFT Solutions and its affiliates, directors, agents, and employees from and against all claims, demands, liabilities, damages,

losses, costs, and expenses, including legal fees and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) your breach of this Agreement, in whole or in part; (ii) violation by you of any law or any third party rights; and (iii) use by you of the Service.

m. **Prohibited Uses:** You will not use the Website and the Services in any of the following manners, except as expressly permitted in these Terms or at the discretion of ableNFT Solutions. You will not:

i. Infringe any propriety rights, including but not limited to copyrights, patents, trademarks, or trade secrets of ableNFT Solutions.

ii. Use the Website or the Services to transmit any data or send or upload any material or content that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to adversely affect the operation of the Website and/or the Services.

iii. Expressly or impliedly, use the Website and the Services in a manner that is deemed unlawful, offensive, malicious, threatening, libelous, defamatory, obscene, or otherwise objectionable or violates these Terms or any other party's intellectual property.

iv. Modify, make any back-up or archival copies of the Platform or any part thereof, including disassembling. You will also not adapt or hack the Website or modify another website to falsely imply that it is associated with the Website.

v. Crawl, scrape, or otherwise cache any content from the Website. You agree not to use any automated data collection methods, data mining, robots, or scraping or any data gathering methods of any kind on the Website.

vi. Use the Website or any of its contents for advertising or soliciting, for any other commercial, political, or religious purpose, or to compete, either directly or indirectly, with ableNFT Solutions.

5) Services

a. KYC (Know Your Customer): While the Company does not enforce KYC by default, it is a mandatory requirement for IDO fundraising companies using our platform to enforce KYC tools on their users, ensuring compliance with regulations. The Company integrates KYC tools from <https://blockpass.org/> into the Launchpad. Users may need to undergo the KYC process if requested by each fundraising Project. The Company reserves the right to request necessary KYC documentation to verify a User's identity and location. Services and payments may be restricted until identity verification is satisfactory. The Company may share submitted KYC information with third parties for authenticity verification, a condition agreed upon by users utilizing the KYC Service. In case of violations of anti-money laundering (AML) and countering terrorism financing (CFT) laws and regulations, the Company reserves the right to confiscate funds and cooperate with authorities. User information and KYC/AML/CFT documentation might be disclosed to government agencies upon valid court order requests. Users participating in IGO/ICO/IDO must ensure accurate and updated information. Incomplete or incorrect information may result in corrective action, including disabling access to parts of the Website and the Services. Users transacting with cryptocurrencies from suspicious activities may have their accounts frozen, closed, or deleted without Company liability for resulting damages or losses.

b. Fundraising Project Participation: Details of each IGO's/ICO's/IDO's are published on the official Medium account of ableNFT Solutions. Users are responsible for studying each Project's medium article, understanding crucial information such as allocation dates, vesting schedules, prices, underlying technology, and token features before participation. The Company endeavors to provide accurate Project information but does not guarantee its accuracy, timeliness, or completeness. Users acknowledge the associated risks and participate at their own risk. To participate in fundraising, users must connect their EVM and Solana wallets to the Website within the given period. The Company is not responsible for integration-related losses, including those arising from token purchases. IGO/ICO/IDO tokens are distributed based on the user's purchase amount and vesting plan. If there are unsold IGO/ICO/IDO tokens after the Allocation Round, users can participate in the community Round to purchase remaining tokens based on FCFS announcements.

6) Governing Law

These Terms of Service are governed, construed, and enforced in accordance with the Laws of Panama, and shall be interpreted as a Panama contract in all respects. By accessing or using the Website, you irrevocably agree that any dispute, controversy, claim, or action arising from or related to your use of the Website or these Terms of Service shall be exclusively governed by the Laws of Panama, excluding choice-of-law principles.

This clause does not limit the Company's right to initiate legal proceedings against you in any court of competent jurisdiction. Additionally, the initiation of legal proceedings in one or more jurisdictions does not preclude the Company from taking legal actions in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

7) Intellectual Property Rights

a. All existing and future copyrights, titles, interests in and to the Services, registered and unregistered trademarks, design rights, unregistered designs, database rights, and all other current and future intellectual property rights related to the use and access of the Website and Services are owned by or licensed to the Company. Subject to your compliance with these Terms, the Company grants you a non-exclusive, non-sublicensable, and limited license to use or access the Website and the Services as permitted hereunder.

b. Except as expressly stated in these Terms, nothing herein should be interpreted as conferring any right or license to the intellectual property rights of ableNFT Solutions or any other third party.

c. If, by operation of law or otherwise, any intellectual property rights vest in you, you agree to perform any acts and execute any documents as reasonably requested by us to assign such rights back to us.

d. You acknowledge that all content on the website, including, but not limited to, images, pictures, graphics, photographs, animations, videos, music, audio, and text belongs to ableNFT Solutions and is protected by copyright and/or other intellectual property rights. You may not modify, copy, reproduce, reuse, translate, redistribute, publish, create derivative works, or otherwise use the content for any purpose without written consent from the Company. Additionally, you agree not to engage in any activity that could harm or potentially harm the intellectual property rights of ableNFT Solutions.

e. Third parties participating on the Website may allow the Company to use trademarks, copyrighted material, and other Intellectual Property associated with their businesses. The Company does not warrant or represent that the content of the Website does not infringe the rights of any third party.

f. The term "ableNFT Solutions," its domain names, and any other trademarks or service marks used by ableNFT Solutions as part of the Service are the sole property of the Company. Furthermore, all content on the website, including, but not limited to, images, pictures, graphics, photographs, animations, videos, music, audio, and text (the "Site Content"), belongs to ableNFT Solutions and is protected by copyright and/or other intellectual property rights. By using the Service, you acknowledge that you acquire no rights in the Site Content and/or the Trademarks, or any part thereof. You are strictly prohibited from using the Site Content and/or the Trademarks without the prior written consent of the Company. Additionally, you agree not to engage in any activity that could harm or potentially harm the intellectual property rights of ableNFT Solutions.

8) Risks

a. Your use of the Services and the Website entails inherent risks, and you acknowledge that engaging in cryptocurrency activities is entirely at your own risk. This clause is not exhaustive and does not cover all the risks associated with cryptocurrencies and the use of Services. It is strongly advised that you carefully

evaluate whether such use is suitable for you considering your judgment, financial position, and circumstances.

b. Holding cryptocurrencies carries significant risk, and you should thoroughly assess whether holding crypto tokens is appropriate for your financial condition. The value of cryptocurrencies can change rapidly, potentially decreasing and even falling to zero. These tokens are not issued or backed by central banks, national, supra-national, or quasi-national organizations, nor are they supported by hard assets or other credit. Various factors influence their value, including the total number of tokens in existence, market participants' willingness to exchange government-issued currency for cryptocurrencies, inflation and deflation expectations, interest rates, currency exchange rates, cyber theft, market activities of large investors, government monetary policies, trade restrictions, currency devaluations and revaluations, regulatory measures, and global or regional political, economic, or financial events. Consequently, these factors can lead to the permanent partial or total loss of the value of the Company, specific tokens, or cryptocurrencies. No party is obligated to guarantee the liquidity or market price of any tokens or cryptocurrencies in your Wallets. The volatile nature of these assets concerning government-issued currencies may result in significant losses over a short period. By using the Website and Services, you acknowledge that ableNFT Solutions bears no responsibility for losses due to market fluctuations or account misappropriation.

c. You understand that any crypto assets, blockchain technology, or distributed ledger technology-related projects are new and relatively untested, beyond our and our Projects' exclusive control. Unforeseen changes in market forces, technology, or regulatory environments that impact our performance under this Agreement release us from responsibility, including but not limited to hacking attacks, possible theft, unfavorable regulatory actions, or unclear legal/tax status of crypto tokens.

d. Technical and system failures can affect the obligations outlined in these Terms. The Company may encounter system failures, unplanned interruptions in Blockchain Chain Networks or services, hardware or software defects, security breaches, or other causes that could adversely affect the Company's network and Website. Numerous events, including natural disasters, equipment breakdowns, network connectivity downtime, power losses, or intentional disruptions, like software viruses or attacks by unauthorized users, could disrupt the Company's network or services. Although the Company has taken steps and employed its best efforts against malicious attacks, cyber-attacks, such as distributed denials of service, may be attempted in the future, and the Company's enhanced security measures might not be entirely effective. Any significant breach of the Company's security measures or other disruptions compromising the usability, stability, and security of the Company's network or services, including the Website, absolve the Company from liability.

e. The Company holds no liability for any delay, error, interruption, or failure to perform any obligation under these Terms caused directly or indirectly by factors beyond the Company's control. These factors include, but are not limited to:

- i. Acts of God, natural disasters, court decisions, or government actions;
- ii. Failure or interruption of public or private telecommunication networks, Blockchain Networks, communication channels, or information systems;
- iii. Acts or omissions of parties for whom the Company is not responsible;
- iv. Delay, failure, or interruption in, or unavailability of, third-party services; and
- v. Strikes, lockouts, labor disputes, wars, terrorist acts, and riots.

9) Misuse of the Website

a. In the event of any misuse and/or abuse of the Website or a breach of any provision in these Terms, ableNFT Solutions reserves the right to block your access to the Website and other Services until the matter is resolved.

b. The use of the Website for transmission, publication, or storage of any material that violates any applicable laws or regulations, or any third-party's rights, is strictly prohibited. This includes, but is not limited to, the use of the Website for the transmission, distribution, publication, or storage of material that infringes

on copyright, trademark, trade secret, or other intellectual property rights, is obscene or harmful to minors, constitutes an illegal act or harassment, is libelous or defamatory, violates any privacy or data protection laws, is fraudulent, or breaches any exchange control laws.

10) Resolution of Disputes:

a. Any dispute, claim, controversy, or action arising out of or related to (i) these Terms of Service or the existence, breach, termination, enforcement, interpretation, or validity thereof, or (ii) your Crypto Tokens, the operations, and Services of the Website, or (iii) your access to or use of the Services at any time, shall be subject to the exclusive jurisdiction of the courts of Panama. For the avoidance of doubt, and without limiting the generality of the foregoing, this provision expressly applies to any claim, whether in tort, contract, or otherwise, against ableNFT Solutions.

b. You irrevocably and unconditionally agree and consent to the exclusive jurisdiction and venue of the courts of Panama, and you waive any objections thereto. Nothing in this clause shall limit the right of the Company to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

c. You and ableNFT Solutions agree that any Party hereto may bring claims against the others only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. No adjudicator may consolidate or join more than one Person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Any relief awarded to any one user cannot and may not affect any other users.

d. **Jury Trial Waiver:** To the fullest extent permitted by applicable law, the parties hereby irrevocably and unconditionally waive all right to trial by jury in any legal action or proceeding of any kind whatsoever arising out of or relating to these Terms of Service or any breach thereof, any use or attempted use of the site or the services by you, and/or any other matter involving the parties.

11) Indemnification

a. You irrevocably undertake the responsibility of fully indemnifying and holding harmless ableNFT Solutions, its Affiliates, licensors, shareholders, officers, directors, managers, employees, and agents from and against any and all losses, claims, actions, proceedings, damages, demands, judgments, sums, liabilities, damages, costs, charges, and expenses, including, but not limited to, any reasonable attorney's fees or penalties imposed by any regulatory authority, and reimbursements arising out of or related to the following situations:

i. Your breach of these Terms or our enforcement of these Terms;

ii. Your use of the Services, or any person using the Services on your behalf, or participation in accordance with the Services on the Website;

iii. Any violations of Applicable Laws, regulations, or rights of any third-party during your use or participation in the Service.

iv. If you are obligated to indemnify ableNFT Solutions, its Affiliates, shareholders, licensors, officers, directors, managers, employees, and agents, ableNFT Solutions will have the right, at its sole discretion, to control any action or proceeding and to determine whether ableNFT Solutions wishes to proceed, settle, and if so, on what terms or provisions.

12) Waiver

a. The failure of ableNFT Solutions to exercise any of its rights, powers, or remedies under these Terms, or any delay by ableNFT Solutions in doing so, or the performance of any provision, will not affect ableNFT Solutions' right to require performance at any time thereafter. Similarly, the waiver by ableNFT Solutions to seek recovery for the User's violation of these Terms or any provisions of applicable terms will not constitute a waiver by ableNFT Solutions of any subsequent breach or violation by the User or of the provision itself. Any failure by ableNFT Solutions to exercise any of its rights, powers, or remedies under these Terms of Service, or any delay by ableNFT Solutions in doing so, does not constitute a waiver of any such right, power, or remedy. The single or partial exercise of any right, power, or remedy by ableNFT Solutions does not prevent it from exercising any other rights, powers, or remedies. The remedies of ableNFT Solutions are cumulative with and not exclusive of any other remedy conferred by the provisions of these Terms of Service, or by law or equity. You agree that the remedies to which ableNFT Solutions is entitled include, but are not limited to, (i) injunctions to prevent breaches of these Terms of Service and to enforce specifically the terms and provisions hereof, and you waive the requirement of any posting of a bond in connection with such remedies, (ii) the right to recover the amount of any Losses by set-off against any amounts that ableNFT Solutions would otherwise be obligated to pay to you, and (iii) the right to seize and recover against any of your cryptocurrency, or your interests therein, that are held by ableNFT Solutions or any of its Affiliates.

b. You and ableNFT Solutions agree that any claims relevant to these Terms, or your relationship with ableNFT Solutions, will be brought against the other party in arbitration on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and ableNFT Solutions further agree to waive any right for such claims to be brought, heard, or arbitrated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable laws. Combining or consolidating individual arbitrations into a single arbitration is not permitted without the consent of all parties involved.

13) No Representations and Warranties by ableNFT Solutions:

a. ableNFT Solutions makes no representations, warranties, or guarantees to you of any kind and, to the extent permitted by applicable laws, ableNFT Solutions expressly disclaims all representations, warranties, or guarantees, express, implied, or statutory, with respect to the Website and the Services. The Website and the Services are offered strictly on an "as-is, where-is" basis and, without limiting the generality of the foregoing, are offered without any representation as to merchantability or fitness for any particular purpose. You acknowledge and agree that your use of the Website and the Services is at your own risk. ableNFT Solutions does not represent or warrant that access to the Website or the Services will be continuous, uninterrupted, timely, or secure; that the information contained in the Website and the Services will be accurate, reliable, complete, or current; or that the Website and the Services will be free from errors, defects, viruses, or other harmful elements. No advice, information, or statement that ableNFT Solutions makes should be treated as creating any warranty concerning the Website and the Services. ableNFT Solutions does not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties concerning the Website and the Services.

14) Limitation of Liability

a. Notwithstanding any provisions within these Terms, under no circumstances, including negligence, shall ableNFT Solutions, its partners, its affiliates, its employees, agents, or officers be liable to the User for any incidental, special, exemplary, punitive, indirect, or consequential damages of any kind, under any legal theory arising out of or in connection with your use of the Website, any websites linked to it, any other services, or items obtained through the Website or such websites, including but not limited to lost revenue, lost profits, loss of business or anticipated savings, loss of your credential information, loss of interruption of technology, loss of use service or equipment, even if the User was advised of the possibility of such damages, and whether arising under a theory of contract, tort, strict liability, or otherwise. ableNFT Solutions shall also have no liability for any emergency and/or unforeseeable incidents related to your use of the Services on the Website, such as stolen private keys, seed phrases, or hacked accounts.

b. Nothing in this Agreement shall exclude or limit ableNFT Solutions' liability for death or personal injury resulting from its negligence.

c. Except as expressly provided in these Terms, and to the maximum extent permitted by any Applicable Laws, we disclaim all other representations or warranties, express or implied, made to you, your affiliates, or any other person, including, without limitation, any warranties regarding the quality, suitability, merchantability, fitness for a particular purpose, or otherwise (regardless of any course of dealing, custom, or usage of trade) of any service provided incidental to the Services under these Terms.

d. Except as expressly provided in these Terms, and to the fullest extent permitted by any Applicable Laws, ableNFT Solutions, its affiliates, and its related parties each disclaim all liability to you for any loss or damage arising out of or due to:

i. your use of, inability to use, or availability or unavailability of the Services, including any Third-Party Services made available through the Services;

ii. the occurrence or existence of any defect, interruption, deletion of files, delays in the operation or transmission of information to, from, or through the Services, communications failure, theft, destruction, or unauthorized access to ableNFT Solutions' records, programs, services, server, or other infrastructure relating to the Services;

iii. the Services being infected with any malicious code or viruses; or

iv. the failure of the Services to remain operational for any period of time.

e. You hereby agree to release ableNFT Solutions and its affiliates from liability for any and all Losses, and you shall indemnify and save and hold ableNFT Solutions and its affiliates harmless from and against all Losses. The foregoing limitations of liability shall apply whether the alleged liability or Losses are based on contract, negligence, tort, unjust enrichment, strict liability, violation of law or regulation, or any other basis, even if ableNFT Solutions or the affiliates have been advised of or should have known of the possibility of such Losses and damages, and without regard to the success or effectiveness of any other remedies.

15) Force Majeure

a. ableNFT Solutions is not responsible for damages caused by delay or failure to perform undertakings under these Terms of Service when the delay or failure is due to fires; strikes; floods; pandemics; power outages or failures; acts of God or the state's enemies; acts of any Government or Government Official; any and all market movements, shifts, or volatility; computer, server, or Internet malfunctions; security breaches or cyberattacks; criminal acts; delays or defaults caused by common carriers; acts or omissions of other Persons; or any other delays, defaults, failures, or interruptions that cannot reasonably be foreseen or provided against. In the event of force majeure, ableNFT Solutions is excused from any and all performance obligations under these Terms of Service.

16) Severability

i. If any provision of these Terms of Service or part thereof, as amended from time to time, is determined to be invalid, void, or unenforceable, in whole or in part, by any court of competent jurisdiction, such invalidity, voidness, or unenforceability attaches only to such provision to the extent of its illegality, unenforceability, invalidity, or voidness, as may be. Such unenforceability or invalidity will not render these Terms unenforceable or invalid as a whole, and such provisions will be deleted without affecting the remaining provisions herein.

17) Termination

a. These Terms will be immediately terminated by discontinuing your use of or participation in the Services, and you agree to cease accessibility on the Website.

b. These Terms can be suspended or terminated without notice from the Company if there is reasonable ground for the Company to believe that you have breached any of the terms or provisions stipulated in these Terms, or if you fail to comply with these Terms.

c. The termination of these Terms will not prevent the Company from seeking remedies from you in the case where you have breached any terms or provisions of these terms before such termination. The Company will not be liable to you or any third party for any termination, suspension, or modification of your access to the Services.

d. Any ongoing obligations to you, as well as provisions regarding (i) ableNFT's Intellectual Property, (ii) Indemnification, (iii) Limitation of liability, and (iv) any other provisions designed to survive, will persist beyond the termination or expiration of these Terms for any reason.