

TERMS OF USE

1. TERMS OF USE

These Terms of Use and Conditions (“Terms”, “Terms of Service”) govern all use of our website and platform (“Huemanz”) including all the services provided through our website (<https://www.huemanz.xyz>) (collectively called “website”). All the terms on and through our website such as “we”, “us”, “our”, and “us” refer to the services of Huemanz. The smart contract of our tokens (called “Huemanz Headz”) collection will be running and verifying through Ethereum and therefore just like any other smart contract on a blockchain, there is no option of any kind to undo, restore or reverse any transactions. These terms are directed towards you (“user”, “buyer”, “member”, “you”) and these terms are conditioned on your acceptance along with any other policies and documents available and posted through our website.

1.1. Availability Of NFT

On our website, we have made available the collection of tokens called ‘Huemanz Headz’ tokens. These collections of tokens are running and stored on an Ethereum network and its protocol. The users of our website are solely responsible for managing and protecting their own assets, and payment/purchase getaways including all of their purchased tokens. Users are also responsible for validating all transactions and contracts generated by this website prior to approval. Purchasing and selling of these Huemanz Headz tokens or any services provided by this website and any Huemanz’s website-related sponsors, partners or any other form of investment directly or indirectly related to websites/services will be under the user’s responsibility. In no way or shape, we are not responsible for any losses, wrong transactions, transaction fees, unapproved transactions, website lags, or delayed or uncompleted transactions done to any kind of errors resulting from the network or its users.

1.2. Member Acceptance

By using our services, website, obtaining and possessing any NFTs, you have engaged in our service and you confirm to be bound by the terms and rules stated herein including the rules and terms. You agree that you have read these Terms of Use including our risk disclosure statement and other policy posted on or through our website or discord and you agree that you will not break any terms or rules stated in any of our policies. Moreover, as the transactions on our website run on the Ethereum network, therefore the transactions that have been processed cannot be undone, reversed or restored by using any of the services offered by our website. You hereby acknowledge and accept responsibility for all transactions involved with digital collectibles offered by Huemanz.

2. ELIGIBILITY

- a. Only users who are at least the age of 18 are eligible to use the services of our website.
- b. A wallet address can only be used for one account. Please make sure to use your respective wallet accordingly when signing up for our services.
- c. The services of our website are not for the people who have been previously convicted for wire fraud, hacking, data stealing and/or others who have been banned from using computers by any competent authority.

3. AVAILABILITY OF HUEMANZ SERVICES

Huemanz Headz is a collection of NFTs that is running and stored on the Ethereum network. Our website is used for buying, selling and listings the NFTs. Please note that the buyers and sellers are solely responsible for managing and protecting their own assets, and payment/purchase gateways including crypto wallets, credit cards, etc. Users are also responsible for validating all transactions and contracts generated by this website prior to approval. Since a large part of NFT-related services runs on a smart contract that runs on blockchain networks, there will be no undoing, reversing or restoration of transactions. Purchasing of NFT or any related services done by this website and/or sponsors and other directly or indirectly related websites/services will be under the user's responsibility. In no way shall we be responsible for any losses, wrong transactions, gas fees, unapproved transactions, website lags, delayed or uncompleted transactions done by any kind of errors resulting from the network or its users. The NFT and services on this website and NFT marketplaces are sold "as are" and based on their availability without a warranty of any kind. To access membership perks, you are required to connect your wallet to this website. You acknowledge that connecting your wallet to this website and/or its 3rd parties would be your responsibility, and we are not responsible for handling or protecting or compensating your assets or wallet from losses, or cyber-attacks. By connecting your wallet to this website or its 3rd parties, you are accepting the rules and conditions stated on this website.

4. OWNERSHIP/MEMBERSHIP

Ownership of the NFT is mediated entirely by the smart contract and Ethereum. Subject to your continued compliance with these Terms, you are hereby granted a worldwide license to use, copy, and display the purchased NFT art, along with any extensions that you choose to create or use, solely for the following purposes:

- a. for your own personal, non-commercial use;
- b. (ii) as part of a marketplace that permits the purchase and sale of your Huemanz Headz NFT, provided that the marketplace cryptographically verifies each owner's rights to display the NFT art to ensure that only the actual owner can display that NFT.
- c. (iii) As part of a third-party website or application that permits the inclusion, involvement, or participation of DRK, provided that the website/application cryptographically verifies each NFT's rights to display the art for their NFT to ensure that only the actual owner can display that art, and provided that the art is no longer visible once the owner of the Huemanz Headz NFT leaves or disconnect from the website and/or application.
- d. (iv) Commercial Use. If the owner of NFT is compliant with the Terms and conditions mentioned, we grant you a license to use, copy, display the purchased NFT for the purpose of creating derivative works based upon the Art ("Commercial Use") and Huemanz shall take 7.5% of total proceeds generated from such commercial use of the art. Examples of such Commercial Use would e.g., be the use of the art to produce and sell merchandise products (T-Shirts, etc.) displaying copies of the art.

For the sake of clarity, nothing in this Section will be deemed to restrict you from

- i. Owning or operating a marketplace that permits the use and sale of your NFT generally, provided that the marketplace cryptographically verifies each NFT owner's rights to display the art to ensure that only the actual owner can display the art;

- ii. (ii) owning or operating a third-party website or application that permits the inclusion, involvement, or participation of the NFT generally, provided that the third-party website or application cryptographically verifies each NFT owner's rights to display the art for their NFT to ensure that only the actual owner can display the art, and provided that the art is no longer visible once the owner of the purchased token(s) leaves the website/application; or
- iii. (iii) earning revenue from any of the foregoing which would be subject to Huemanz royalties as well.

5. REFUNDS AND CANCELLATIONS.

Since our services are based on smart contracts being conducted on blockchain for which there are no reversals, henceforth there are no refunds granted. Certain jurisdictions and regulations have user and consumer rights under which the refunds of goods or services are mandatory. Please note that our refund policy does not prevent, exclude or take away users' rights as a consumer under their jurisdiction's respective regulations. All users hereby acknowledge that our liability for the NFT sales or purchase provided to an entity defined as a consumer under the regulations is governed solely by the regulations and these terms. Subject to your rights as a consumer, we exclude all express and implied warranties, and all material, work and services (including the selling and purchasing of NFTs) are provided to the users without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

6. YOUR OBLIGATIONS

You as a user of our website hereby agree to follow all the terms and you agree and acknowledge to be bound by the following.

- a. You are solely responsible for your actions while accessing or using this website, as well as any repercussions thereof. You agree to use the website only for legitimate, appropriate, and in compliance with the Terms and any relevant laws or regulations.
- b. You are at least 18 years old.
- c. You agree that you will not get involved in money laundering or financing terrorist activities.
- d. You acknowledge that your NFTs are not violating any trademarks, copyrights or intellectual property rights.
- e. Post, distribute, issue, or send any content or communication, either knowingly or in a grossly negligent manner, that contains false, misleading, or deceptive information, misinformation, or rumor, or that you do not have the right to communicate because of any law or contractual obligation.
- f. You will not violate, circumvent, reverse-engineer, decompile, disassemble, Intercept, interfere with, or otherwise tamper with any of the security technology, crack any encryption codes, interfere with or remove or alter any rights, management information, or transfer or store any illegal materials, or attempt or assist another person in doing any of these things on or about our website.
- g. Break or infringe any copyright, trademark, or any other intellectual property law in any way or manner that may harm us now or in the future to our business.

6.1. Acknowledgments

By spending any of your money you confirm that:

- a. You understand that the price of blockchain assets is correlated (directly or indirectly) with many factors, such as general demand and cryptocurrency prices and we have no control over
- b. You are a mentally fit person who understands the risks of crypto markets, NFTs and investment factors.
- c. You can withstand the loss of profits, deposits, and investments and we are in no way responsible for your actions.
- d. It will be up to you to discern any or all risks on your own related to forex and financial markets.
- e. You affirm, confirm and acknowledge that you will be responsible for all laws and regulations related to the transactions you are going to be making related to blockchain and cryptocurrency and you will not otherwise be subject to any restriction prohibiting access to crypto markets and imposed by the laws and regulations of your jurisdiction.
- f. You understand that the loss of your deposit might mean that you may never gain your money again and we will not be liable for that.

7. RISK DISCLAIMER AND BLOCKCHAIN DISCLOSURE

The following are your acceptances and acknowledgments:

- a. All blockchain assets are highly volatile and their effect on prices cannot be predicted. Fluctuations in the price of other digital assets could materially and adversely affect the value of all assets including Huemanz Headz NFTs, which may also be subject to significant price volatility.
- b. problems resulting from ethereum-based transactions will be the responsibility of the user since we do not have any control over any transactions.
- c. Depending on your geographic location, there might be regulatory risks involved with all crypto investments. This is beyond our control and the owners of Huemanz Headz tokens are responsible for any regulatory checks and the impact of such checks on the value of their investments.
- d. Any risks associated with the hardware, software or equipment malfunctions will be your responsibility.

Please read further in our Legal Disclaimer and Risk Disclosure sections of these Terms of Use.

8. AML AND CTF POLICY

In compliance with the new regulation related to anti-money laundering (“AML”) and combating terror financing (“CTF”), we are making it clear that at Huemanz we do not support any kind of activities that are against AML or CTF rules, nor we let these activities take place on our platform, therefore, all users are responsible for complying with all trade regulations and both foreign and domestic laws as it relates to your access to, and use of this website. All users acknowledge that they will not use this website’s services if (a) they are located in a country that is subject to sanctions or that has been designated by any of the sanctions authorities as a “terrorist supporting” country or (b) they have been listed on any sanctions authority’s list of prohibited or restricted parties. Should you engage in any of the prohibited conduct listed above, we reserve the right to remove the prohibited conduct, remove your access to our services and take any other legal action and remedies that may be available to us.

9. LEGAL DISCLAIMER

The services of our website and discord are being provided “as-is” and “as available” without any sort of guarantees, warranties or sureties. Blockchain networks and related technologies are still in their initial phase therefore, there are not any set global standards. Furthermore, we do not control the Ethereum network and do not have any control over it therefore, in no event shall our website be liable to you for any loss or damage. By making the services available to you we hereby disclaim all warranties, express or implied, including, but not limited to merchantability as well as fitness of particular purpose, warranties of non-infringement and any available merchandise. Moreover, in no event shall we be liable to you (or your agent or anyone) for any kind of damage or loss including lost profits, loss of data, personal injury, loss of goodwill, property damage, work stoppage, computer, device or technology failure or malfunction, or for any form of direct or indirect damages, and/or any special, incidental, consequential, exemplary or punitive damages based on any causes of action whatsoever related to the NFTs available on this website, including but not limited to any technology including but is not limited to blockchain and the third party integrated tools. This limitation of liability shall apply during whatever the case may be. Furthermore, you hereby accept all the risks of providing online information and you affirm, confirm and acknowledge that we have no liability to you or your agent for any breach of security. Please note nothing in these Terms and Conditions (including Legal Disclaimer) confers or takes away any right granted to anyone by any applicable law.

10. RISK DISCLOSURE

Investment and trading in blockchain technology, p2p markets, and crypto markets are highly speculative and volatile and are only suitable for the users, clients and customers who understand and are willing to assume the economic, legal, financial and other risks involved, and are financially able to assume losses up to or in excess of margins, investments, and deposits. During risk assessments by various firms and authorities, it is often noted that blockchain technology carries certain risks the probability of which is happening a lot more as compared to fiat-based or real estate investing. These factors may include (but are not limited to) blockchain facing problems due to technical issues, policy and legal issues, financial issues and political issues.

As Huemanz’s user you hereby clarify that you understand and acknowledge all risks and that you are willing to deposit your investment and otherwise assume the risks of any investment or spend any of your money that you may choose to make based on Huemanz’s platform, materials offer and advise in general and you hereby disclaim the website and company of Huemanz from all legal claims and obligations.

11. INVESTMENT DISCLOSURE

There is no assurance or guarantee in crypto markets and blockchain assets therefore there is no guarantee that goals for any profits you might have planned will be achieved. As with any money market, crypto markets depend on various factors, variables, currency, economic, political, business risks, and situations and therefore should be considered highly risky and volatile. We do not make any promises that your investments will be profitable at all and any promises or assurances provided on our website and discord are just indicative and are based on past trends and there is no assurance or guarantee of any kind that these returns will be achieved. The past performance of any of the crypto data on our website does not indicate the future performance of the same token or digital asset. Therefore, the owner(s), CEO, and associates of Huemanz will not be responsible or liable for any loss or shortfall resulting from the operation of any blockchain related to Huemanz.

By making any of the NFTs available through this website we make no warranty or promises regarding the future value of our digital currency and/or tokens. To the fullest extent permissible pursuant to applicable law our website and its owner hereby disclaim all warranties. Moreover, in no event shall we be liable to you (or your agent or anyone) for any kind of damage or loss including lost profits, loss of data, personal injury, loss of goodwill, property damage, work stoppage, computer, device or technology failure or malfunction, or for any form of direct or indirect damages, and/or any special, incidental, consequential, exemplary or punitive damages based on any causes of action whatsoever related to Huemanz Headz NFTs, including but not limited to the licensed NFTs. This limitation of liability shall apply during whatever the case may be. Furthermore, you hereby accept all the risks of providing online information and you affirm, confirm and acknowledge that we have no liability to you or your agent for any breach of security.

12. USER CONSENTING STATEMENT

By using this website and investing your money you hereby agree, affirm, and confirm that you will not bring any lawsuit, legal proceedings, or any claim against us in any way. You agree that you fully and completely hold harmless, indemnify and release the CEO, staff and team members, employees, shareholders, directors, consultants, affiliates, or anyone else affiliated with us from any and all damages, causes of action, liability, suits, allegations, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or will have in the future against us, arising from your participation in or in any way related to our website, videos, and services, even if we were aware in advance of the possibility of any such claim.

13. DISCLAIMER REGARDING DISCORD INFORMATION COLLECTION

Our discord “Huemanzclub” is subject to the rules, regulations and policies set by Discord, Inc. We do not collect any information related to users on our discord. Nor do we share or use any personal data of any user or member and hence we are not responsible for any stealing, hack, theft, or otherwise unlawful use of any of the members' or users' data that is provided on or through discord. All the information on discord is collected in accordance with the official privacy policy of the website of discord.com which is owned and operated by Discord Inc. If you want to find out how discord Inc. is collecting, processing, and using your data, you can do so by reading their official privacy policy at <https://discord.com/privacy>.

14. UNFORESEEN EVENTS AND FORCE MAJEURE

Any act or situation which is beyond our control is known as a “Force Majeure Event”. In such a circumstance, we are not liable for any failure to perform or delay in the performance of our obligations under our general terms. Any act, event, non-happening, omission, or accident beyond our control includes (but is not limited to):

- a. Strikes, lock-outs, or other industrial action that may cause network disruptions.
- b. Civil commotion, riot, invasion, cyber-attack, terrorist attack or threat of terrorist attack, war (whether declared or not), or threat or preparation for war.
- c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters.
- d. Impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport.
- e. Interruption or failure of utility service (including the inability to use public or private telecommunications networks).

- f. Failure of any workforce availability due to any reason.
- g. The acts, decrees, legislation, regulations, or restrictions of any government.

We will use our reasonable endeavors to bring any Force Majeure Event to a close or to find a solution by which our obligations under the general terms or any related contract between us may be performed despite the Force Majeure Event.

15. SEVERABILITY

In the event that any provision of these Terms of Use is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

16. CHANGES TO THE TERMS AND CONDITIONS

These terms, rules, and conditions, can be changed at any time or we may at our sole discretion modify or replace any statement of these terms. If you continue to use or access this website and its services after the changes, updates or modifications then it shall be considered your consent to those changes, updates or modifications. Therefore, make sure to check our documents periodically for the updates and changes herein.

17. CONTACT INFORMATION

In case of any questions, feedback, or suggestion, make sure to contact us using the contact information provided on our website.