**Last Updated November 2021**

1. **Introduction**
   1. Welcome to the Crypto Car Club website (**“Site”**), owned and operated by Crypto Car Club company. d/b/a Crypto Car Club (**“Crypto Car Club”**, **“we”**, **“us”** or**“our”**). We at Crypto Car Club strive to maintain the highest level of compliance. These Terms of Service (**“Terms”**) govern users’ access to and use of the Site including without limitation:
      1. the creation, purchase, sale (including by way of auction (**“Auction”**) in accordance with our Auction rules, exchange, or modification of unique non-fungible tokens, implemented on the Ethereum Smart Chain network (**“ESC”**) using smart contracts (**“Crypto Assets”**) on our platform (**“Platform”**);
      2. our online and/or mobile services; and
      3. software provided on or in connection with those services,
   2. (collectively, the **“Service”**).
   3. A detailed description of the Service is set out in section 4 below.YOU SHALL READ THESE TERMS CAREFULLY BEFORE ACCESSING THE PLATFORM AND/OR USING THE SERVICE AND REVIEW THE TERMS PERIODICALLY AND REGULARLY FOR CHANGES. BY ACCESSING THE PLATFORM AND/OR USING THE SERVICE YOU AGREE TO BE BOUND BY THESE TERMS AND AGREE THAT SUCH TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. IF YOU DO NOT AGREE TO BE FULLY BOUND BY THESE TERMS YOU MUST NOT ACCESS THE PLATFORM AND/OR USE THE SERVICE.
   4. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THE TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE **“YOU”** WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE THIS AUTHORITY OR IF YOU DO NOT AGREE TO BE FULLY BOUND BY THESE TERMS, YOU MUST NOT ACCESS THE PLATFORM AND/OR USE THE SERVICE.
   5. CRYPTO CAR CLUB RESERVES THE RIGHT TO CHANGE OR MODIFY THESE TERMS FROM TIME TO TIME. IF WE MAKE CHANGES TO THESE TERMS, WE WILL NOT PROVIDE NOTICE OF SUCH CHANGES AND THE AMENDED TERMS SHALL HAVE IMMEDIATE EFFECT UPON BEING POSTED ON THE SITE, SUBJECT TO ANY APPLICABLE LAW. BY CONTINUING TO ACCESS THE PLATFORM AND/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 THE PLATFORM AND/OR USE THE SERVICE. ALL USERS SHALL IMMEDIATELY DISCONTINUE THEIR USE OF THE SERVICE SHOULD THEY DISAGREE TO BE FULLY BOUND BY THE AMENDED TERMS.
2. **Privacy Policy**Please refer to our [Privacy Policy](https://app.refinable.com/privacy-policy) for information about how we collect, use and share personal information about you
3. **Eligibility and Compliance**
   1. You must access the Platform and/or use the Service in accordance with the Terms, in addition to the law of your country of residence, country of citizenship, and any other relevant law that is applicable to you.
   2. It is your sole responsibility to check and ensure whether you are legally permitted to access the Platform and/or use the Service under the law of your country of residence, country of citizenship, and any other relevant law that is applicable to you.
   3. When you connect a wallet (as described in section 7 below), you represent and warrant (collectively referred to as the**“Representations and Warranties”**) to Crypto Car Club that:
      1. You are 18 years of age or more and possess the capacity to form a binding contract, and have the full capacity to accept these Terms, use the Service and conduct any transactions on the Platform (**“Transaction”**);
      2. If requested by us, you will provide us with accurate, true and complete information about yourself (including, but not limited to, your name and email address);
      3. If you are an individual using the Service, you are not using the Service as an agent, proxy, or otherwise on behalf of another user and you have sole and complete control, access and ownership of all keys and passwords to your Account (as defined in section 7.1 below);
      4. If you are representing a company or other legal entity, you are acting as their authorized representative, and both you and the entity you represent will be bound by and comply with these Terms;
      5. Your access to the Platform, use of the Service and all activities being conducted on the Platform are and will be in full compliance with these Terms and all relevant laws and regulations, and such access, use and activities are not prohibited by any applicable laws or regulations, and is not for any illegal or immoral purposes;
      6. By accessing the Platform and/or using the Service, You have not, and will not, infringe any representations, covenants, restrictions and rights of any other party;
      7. You have obtained, all rights, licenses, consents, permissions, power and/or authority necessary or otherwise to create, sell, buy or exchange the Crypto Assets.
      8. You have and will continue to abide by the law of your country of residence, country of citizenship, and any other relevant law that is applicable to You, including but not limited to reporting any trading activities or profits for taxation purposes;
      9. You have not been suspended or removed from any other exchange (whether crypto-exchange or otherwise) for any reason;
      10. You are experienced in Crypto Assets and understand the risks involved in Transactions involving Crypto Assets including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable;
      11. You have received or had access to all necessary independent legal and financial advice prior to using the Service and have not relied and will not rely on any statements, announcements, notices, advertisements, materials and/or information as published by Crypto Car Club to enter into any Transaction; and
      12. You have not and will not be accessing the Platform with any device, software or system that alters your IP address to be different from your physical location.
4. **The Service**
   1. Crypto Car Club offers a decentralized platform for the creation, purchase, sale, exchange, or modification of unique non-fungible tokens, implemented on the
   2. Ethereum Smart Chain network using smart contracts. Crypto Car Club only provides a Platform to facilitate Transactions between you and other users, but Crypto Car Club will not be storing or holding any Crypto Assets on behalf of any user. Users will be able to access Crypto Asset prices, trade information and utilize any trading agreements as made available on the Platform in order to conduct a Transaction. All Transactions are executed by the participating users in accordance with the terms and conditions of the smart contract between and as determined by the participating users.
   3. The Platform may be accessible via website. The Service is being offered on a self-service basis, subject to payment of the Fees. All users must ensure they access the Platform from a secure and trustworthy source or device.
   4. The Service will only be accessible after the users have performed the Procedure (as defined in section 7.1). Users must comply with the Procedure, which Crypto Car Club may change from time-to-time. Failure to do so may result in failure in accessing the Service.
   5. Crypto Car Club is unable to control the quality of Crypto Assets involved in any Transaction, the authenticity or accuracy of the Transaction information, or the ability of each party to a Transaction to fulfil each of their obligations in their agreement. You are responsible for checking the trade details, your trading counterparty’s details, the price and nature of the Crypto Assets and/or your own risk appetite prior to entering into any Transaction.
5. **Using the Service**
   1. Usage of the Service will incur fees (the **“Service Fees”**). The Service Fees include:
   2. A percentage fee when Transactions occur; and
   3. Royalty fees.  
      Crypto Car Club reserves the right to make any changes to the Service Fees without prior notice. Users are responsible for checking the Fee Schedule regularly before executing any Transaction that may incur Service Fees. The Service Fees will not include third party fees that may arise out of or in connection with the creation, sale or exchange of Crypto Assets.
   4. You must provide all equipment and software necessary to access the Platform and/or use the Service, including but not limited to, a mobile device that is suitable to access the Platform and/or use the Service. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when using the Service.
   5. You agree that Crypto Car Club assumes no responsibility and accepts no liability to you or any third parties in connection with any suspension, termination, cancellation or freezing of your Account pursuant to section 6 below, and that on the occurrence of such an event:
      1. Crypto Car Club is not obliged to keep or disclose to you any information from within your Account;
      2. Subject to our Privacy Policy, Crypto Car Club may continue to keep your User Information (as defined in section 16.2) and all the Transaction information from your use of the Service;
      3. Crypto Car Club has the right to delete unfulfilled Transactions agreed with another user before suspension or termination;
      4. You will immediately arrange to disconnect any Account you have connected to the Platform. Crypto Car Club shall not be responsible for any loss associated with your Account; and
      5. All rights and licenses granted hereunder to you shall terminate immediately and Crypto Car Club shall be entitled to disconnect you from the Platform.
   6. You may only use the Service by linking your digital wallet on supported bridge extensions such as MetaMask (https://metamask.io/). 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 Crypto Asset, your order is passed on to the applicable extension, which completes the Transaction on your behalf.
   7. ALL TRANSACTIONS ON THE PLATFORM ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. FOR METAMASK, THOSE TERMS ARE AVAILABLE AT (https://metamask.io/terms.html) AND (https://metamask.io/privacy.html).
   8. The Service may not be available, or the Platform may not be accessible depending on the user’s residence, geographic location, and/or nationality (which may be determined by the user’s IP address). If a user is located within one of the jurisdictions listed in https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information (collectively the **“Restricted Jurisdiction”**), such users shall not be permitted to access the Platform and/or use the Service.
6. **Suspension of your use of Service**You agree that Crypto Car Club has full discretion at any time, for any reason and without prior notification to you to suspend or terminate your access to the Platform and/or part or all of the Service, including but not limited to compliance with law, in response to a subpoena, court order or other binding governmental or regulatory order, or to enforce transaction limits and to temporarily or permanently freeze (cancel) your permission to use your Account.
7. **Wallet and Security**
   1. To use the Service, you will need to open an account (**“Account”**) by connecting your wallet. After connecting your wallet, you will be prompted for a signature request for authentication. After signing and [ticking the box that you have read and understood the Terms you will be authenticated and your Account will be opened (the **“Procedure”**).
   2. You are solely responsible for the equipment, services, software, applications, such as MetaMask or any third-party product or service that you use to access your Account. You are liable for all activities taking place in your Account, including but not limited to information disclosure, online agreements, or purchase of Crypto Assets or digital assets from any service providers to your wallet. You must immediately notify us if you discover or otherwise suspect any security breaches related to your Account and/or the Service. Crypto Car Club will block multiple Accounts of the same user.
   3. You agree that you will not:
      1. Create another Account if we’ve disabled one you had unless you have our written permission first;
      2. Buy, sell, rent or lease access to your Account unless you have our written permission first;
      3. Share your Account with anyone; and
      4. Log in or try to log in to access the Service through unauthorized third-party applications or clients.
   4. You are solely responsible for keeping your Account secure. You must utilise all reasonable efforts to protect your Account, including without limitation, any unauthorised access or use of personally identifiable information. We recommend that you keep your Account password secure and always log-off from the Platform when leaving the device through which you accessed the Platform. You are advised to use various security measures to protect your Account. In the event that your Account is breached or compromised, you shall make arrangements to protect your Account and/or discontinue any connection between your Account and the Platform. You agree and acknowledge that you are solely responsible for any damages arising from or relating to any authorized or unauthorized use of your Account.
8. **Anti-Money Laundering**
   1. Crypto Car Club may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering, or for counteracting financing of terrorism. Crypto Car Club may also require you to provide additional information and documents in cases where it has reasons to believe that:
      1. Your Account is being used for money laundering or for any other illegal activity; or
      2. Transactions performed via your Account were performed in breach of these Terms.
   2. In such cases, Crypto Car Club, in its sole discretion, may pause or cancel your Transactions and suspend your access to the Platform and/or use of the Service until such additional information and documents are reviewed by Crypto Car Club and accepted as satisfying the requirements of the applicable law. If you do not provide complete and accurate information and documents in response to such a request within a reasonable timeframe, your Account shall be terminated.
9. **Communications**
   1. By creating an Account, you consent to receive electronic communications from Crypto Car Club (e.g., via email or by posting notices to the Service). These communications may include notices about your Account (e.g., such as transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by contacting us at info@CryptoCarClub.co.
   2. By submitting personal data to us, 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.
10. **Ownership**
    1. Unless otherwise indicated in writing by us, the Crypto Car Club logo and all designs, text, graphics, pictures, information, data, software embodied (including all source and object code) in the Service or Platform, sound files, other files and the selection and arrangement thereof (collectively, **“Content”**) are the proprietary property of Crypto Car Club or our affiliates, licensors or users, as applicable and is protected by copyright, trademark and other intellectual property laws. Nothing in these Terms shall grant the user any of such property rights and/or ownership rights and shall not be an assignment of such rights.
    2. Notwithstanding anything to the contrary in these Terms, the Platform, Service, and Content may include software components provided by Crypto Car Club 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.
    3. The Content that may appear on the Service and/or Platform are trademarks of Crypto Car Club 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 **“**Crypto Car Club**”** or any other name, trademark or product or service name of Crypto Car Club or our affiliates without our prior written permission. In addition, the look and feel of the Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Crypto Car Club 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 Crypto Car Club names or logos mentioned on the Platform 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 Crypto Car Club.
    4. Any rights with respect to the Content which are not expressly granted herein are reserved by Crypto Car Club.
11. **License to Access the Platform and Use Our Service and Content**
    1. You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable, non-perpetual, personal and revocable license to access the Platform, use the Service and Content. However, the license is subject to these Terms and does not include any right to:
    2. sell, resell or commercially use the Service or Content;
    3. distribute, publicly perform or publicly display any Content;
    4. modify or otherwise make any derivative uses of the Service or Content, or any portion thereof;
    5. use any data mining, robots or similar data gathering or extraction methods;
    6. download (other than page caching) any portion of the Site, except as expressly permitted by us; and
    7. use the Service or Content other than for their intended purposes.
    8. You shall not remove any copyright, trademark or other proprietary notices that have been placed on the Site.
    9. You shall not exploit the Service in any unauthorised way whatsoever, including but not limited to trespass or materially burden network capacity.
12. **Hyperlinks**You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink through the Service for non-commercial purposes, provided that such link does not portray Crypto Car Club or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linked 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 Crypto Car Club 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 Crypto Car Club trademark, logo or other proprietary information, including the images found on the Platform, the content of any text or the layout or design of any page, or form contained on a page without our express written consent.
13. **Notifications and Third-Party Service**
    1. All of Crypto Car Club notifications will be made publicly known at the Site. In the event that any notification relates to any changes in the Service, the Platform, Fees and/or Crypto Car Club, such notification shall be effective immediately upon being posted on the Site. It is your sole responsibility to check from time to time for new notifications on the Website.
    2. Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Crypto Car Club 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. For example, when you click to get more details about any of the Crypto Assets sold through the Platform, you will notice a third party link to the website from which such Crypto Asset originated. Such website may include license terms governing the use of such Crypto Asset. In the event you purchase such Crypto Asset through the Platform, you are required to comply with such terms.
    3. 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 Site. These Terms and policies will no longer govern you and you will be subject to the terms and conditions (including privacy policies) of the Third-Party Website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of Crypto Car Club. Crypto Car Club is not responsible for any Third-Party Websites or Third-Party Applications. Crypto Car Club 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. 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.
14. **User Conduct**
    1. 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 using the Service. You agree that you will abide by these Terms and will not:
       1. Provide false or misleading information to Crypto Car Club;
       2. Create Crypto Asset names, listings and their descriptions, smart contract names, and collections including profanity or overtly sexual content;
       3. Use or attempt to use another user’s account without authorization from such user and Crypto Car Club;
       4. Create or list counterfeit items;
       5. Pose as another person or create a misleading username;
       6. 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;
       7. Develop, utilize, or disseminate any software, or interact with any Application Programming Interface (**“API”**) in any manner, that could damage, harm, or impair the Service;
       8. 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;
       9. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Platform and/or Service that you are not authorized to access;
       10. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Platform and/or Service, extract data or otherwise interfere with or modify the rendering of the Site’s pages or functionality;
       11. Use data collected from the Platform and/or Service to contact individuals, companies, or other persons or entities;
       12. Use data collected from the Platform and/or Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
       13. Bypass or ignore instructions that control all automated access to the Platform and/or Service;
       14. Use the Platform and/or Service for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;
       15. Use the Network 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 Network, or the Service;
       16. Engage in wash trading or other deceptive or manipulative trading activities on the Platform;
       17. Place misleading bids or offers;
       18. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments; or
       19. Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners rights to participate in an ICO or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.
    2. Crypto Car Club facilitates trade among a diverse community of buyers and sellers. Openness is one of our most prized values, and we are committed to providing a Platform for the exchange of Crypto Assets linked to controversial content. These policies ensure that the Platform offers the widest selection of assets possible while promoting trust and respect, as well as adherence to the law. Crypto Car Club has always exercised judgment in allowing or disallowing certain assets, listings, smart contracts, and collections consistent with the spirit of openness in a worldwide community of users of a radical new technology. We carefully consider the complete situation and all its details in light of our policies before deciding whether to remove inappropriate assets, listings, smart contracts, and collections when we discover them or they are brought to our attention.
    3. Crypto Assets linked to assets, listings, smart contracts, and collections that Crypto Car Club deems inappropriate, disruptive, or illegal are prohibited on Crypto Car Club. Crypto Car Club reserves the right to determine the appropriateness of listings on its site and remove any listing at any time. If you create or offer an asset, listing, smart contract, or collection in violation of these policies, we will take corrective actions, as appropriate. Crypto Car Club cannot destroy or impound your assets or smart contracts, but we reserve the right to destroy inappropriate metadata stored on our servers (as applicable).
    4. Crypto Assets linked to assets, listings, smart contracts, and collections that include metadata that violates international or Hong Kong intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in Hong Kong are prohibited on Crypto Car Club and will be removed.
    5. Crypto Assets linked to assets, listings, smart contracts, and collections created or used primarily or substantially for the purpose of raising funds for the known terrorist organizations listed in the notice of the United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575) as updated from time to time (https://www.sb.gov.hk/eng/special/terrorist/terrorist.html) and on the https://www.state.gov/foreign-terrorist-organizations/ are prohibited on the Platform and will be removed. The sale of Crypto Assets linked to stolen assets, assets taken without authorization, and otherwise illegally obtained assets on Crypto Car Club is prohibited. If you have reason to believe that any Crypto Asset on our Platform is linked to an asset that was illegally obtained, please contact us immediately. Listing any Crypto Asset linked to illegally obtained assets will result in your listings being cancelled, your assets being hidden, or your Account being suspended.
15. **Age Restrictions and NSFW Content**
    1. If the user is an individual, the user must be 18 years old or older and possess the capacity to form a binding contract and have the full capacity to accept these Terms, use the Service and conduct any Transactions. Anyone under 18 years old may use a parent or guardian's Account but only with permission and involvement of the Account owner. The Account owner assumes all associated risks and is responsible for everything performed with that Account.
    2. Crypto Assets linked to content that is **“Not Safe for Work”** or**“NSFW”** (**“NSFW Content”**) as defined and determined by Crypto Car Club are meant for people who are 18 years and older. We allow the sale of NSFW Content, but it is subject to being marked NSFW and handled differently from non-NSFW Content in navigation menus and search results. Crypto Assets that contain NSFW Content are subject to being marked NSFW, even if the NSFW Content only represents a portion of the content. Crypto Car Club may remove NSFW Content not marked as **“NSFW”** from the Platform at any time without giving you prior notice.
16. **User Information and Copyright**
    1. You are solely responsible for your use of the Service 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 Service. You retain your rights to any User Information you submit, post, or display using the Service.
    2. By submitting, posting or displaying User Information on or through the Service, 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 the Platform and/or through the Service 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 Service. Crypto Car Club does not claim that submitting, posting or displaying User Information on the Platform and/or through the Service gives Crypto Car Club any ownership or resale rights in your User Information.
    3. 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 the Platform and/or through the Service. 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 grant to Crypto Car Club the license described above.
    4. Crypto Car Club will remove content in response to formal infringement claims at any time without prior notice to the user and will terminate a user's access to the Service if the user is a repeat infringer.
    5. Formal infringement claims regarding content on the Service must include:
       1. Written communication detailing C to G (**“Infringement Notice”**) and addressed to info@CryptoCarClub.co.
       2. A physical or electronic signature of someone authorized to act on behalf of the copyright owner (if applicable);
       3. Identification of the copyrighted work(s) allegedly infringed;
       4. Identification of material claimed to be infringing, reasonably sufficient to permit Crypto Car Club to locate the material;
       5. Information reasonably sufficient to permit Crypto Car Club to contact the complaining party. This can be an address, phone number, email address, or other suitable method of contact;
       6. A statement that the “complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law”; and
       7. A statement that the information in the Infringement Notice is accurate and, under penalty of perjury, that the complainant is authorized to act on behalf of copyright owner.
17. **Indemnification**To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Crypto Car Club, 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 **“Crypto Car Club 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, debt collection expenses, 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:
    1. Your use or misuse of the Service, User Information or Crypto Assets;
    2. Your participation in any Transaction
    3. Any Representations and Warranties given by you being untrue;
    4. Any breach of any of these Terms; and
    5. Any claim against you by any third-party, including another user or MetaMask. You agree to promptly notify Crypto Car Club of any third-party Claims and cooperate with the Crypto Car Club Parties in defending such Claims. You further agree that the Crypto Car Club 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 LEGAL RIGHTS AVAILABLE TO US INCLUDING ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND CRYPTO CAR CLUB.
18. **Disclaimers**
    1. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN WRITING BY Crypto Car Club, 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. Crypto Car Club 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. CRYPTO CAR CLUB 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. 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 PLATFORM. WHILE CRYPTO CAR CLUB ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, CRYPTO CAR CLUB 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.
    2. GIVEN THAT THE PLATFORM IS OPERATING IN A DECENTRALIZED MANNER, THERE WILL BE MINIMUM INTERFERENCE FROM CRYPTO CAR CLUB IN THE OPERATION OF THE PLATFORM. ONCE A TRANSACTION HAS BEEN INITIATED BY A USER THAT RESULTS IN A BROADCAST TO THE NETWORK, IT WILL NOT BE POSSIBLE NOR WOULD IT BE CRYPTO CAR CLUB’S RESPONSIBILITY TO HALT ANY TRANSACTION SHOULD THE USER SUBSEQUENTLY DISCOVER THAT THE TRANSACTION HAS BEEN MADE TO AN INCORRECT WALLET ADDRESS. IT IS YOUR RESPONSIBILITY TO CHECK ALL DETAILS OF THE TRANSACTION PRIOR TO PROCEEDING.
    3. YOU ACCEPT RESPONSIBILITIES FOR ALL YOUR ACTIVITIES AND CONTENTS ON THE PLATFORM INCLUDING TRANSACTIONS. YOU FURTHER ACKNOWLEDGE THAT CRYPTO CAR CLUB DOES NOT ACT AS YOUR BROKER, INTERMEDIARY, AGENT, ADVISOR OR CREDITOR WITH RESPECT TO ANY TRANSACTION YOU AKE OR PROPOSE TO MAKE ON THE PLATFORM AND OWES YOU NO FIDUCIARY DUTY. ANY COMMUNICATION BY CRYPTO CAR CLUB TO YOU SHALL NOT BE CONSTRUED UNDER ANY CIRCUMSTANCES AS LEGAL, TAX, ACCOUNTING OR FINANCIAL ADVICE.
    4. CRYPTO CAR CLUB ONLY PROVIDES A PLATFORM TO FACILITATE TRANSACTIONS BETWEEN THE BUYER AND SELLER BUT IS NOT A PARTY TO ANY TRANSACTION OR 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 CRYPTO ASSETS YOU PURCHASE ON THE PLATFORM. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, CRYPTO CAR CLUB MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF CRYPTO ASSETS ON THE PLATFORM.
    5. 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:
       1. USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES;
       2. SERVER FAILURE OR DATA LOSS;
       3. CORRUPTED WALLET FILES;
       4. UNAUTHORIZED ACCESS TO YOUR ACCOUNT; OR
       5. 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.
    6. CRYPTO ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE NETWORK. WE DO NOT GUARANTEE THAT CRYPTO CAR CLUB OR ANY CRYPTO CAR CLUB PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY CRYPTO ASSETS.
    7. CRYPTO CAR CLUB IS NOT RESPONSIBLE FOR LOSSES ARISING OUT OF OR RELATING 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. CRYPTO CAR CLUB IS NOT RESPONSIBLE FOR LOSSES ARISING OUT OF OR RELATING 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.
    8. THE CHARACTERISTICS OF THE CRYPTO ASSETS CREATED THROUGH THE SERVICE ON OUR PLATFORM SHALL BE DETERMINED BY THE CREATOR. CRYPTO CAR CLUB HAS NO INVOLVEMENT OR RESPONSIBILITY IN THE DESIGN OF THE CRYPTO ASSET.
19. **Assumption of Risk You accept and acknowledge:**
    1. 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.
    2. You are solely responsible for determining what, if any, taxes apply to your Transactions which includes, but is not limited to any income, profit and/or capital gains tax. Neither Crypto Car Club nor any other Crypto Car Club Party is responsible for determining the taxes that apply to Transactions nor will they provide any tax related information to the users.
    3. Crypto Car Club 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.
    4. 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 Account. You accept and acknowledge that Crypto Car Club will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service, however caused.
    5. 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.
    6. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of Crypto Assets.
    7. The Service will rely on third-party platforms such as MetaMask to perform the Transactions. If:
       1. we are unable to maintain a good relationship with such platform providers;
       2. the terms and conditions or pricing of such platform providers change;
       3. we violate or cannot comply with the terms and conditions of such platforms; or
       4. 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.
    8. There are risks associated with purchasing Crypto Assets, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. Crypto Car Club reserves the right to hide collections, contracts, and Crypto Assets affected by any of these issues or by other issues. Crypto Assets you purchase may become inaccessible on Crypto Car Club. Under no circumstances shall the inability to view your assets on Crypto Car Club serve as grounds for a claim against Crypto Car Club.
20. **Limitation of Liability**
    1. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH YOUR INABILITY TO USE THE SERVICE OR PLATFORM, INCLUDING AS A RESULT OF:
       1. ANY TERMINATION OR SUSPENSION OF THE SERVICE;
       2. OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE AND/OR PLATFORM; OR
       3. WITHOUT LIMITING ANY OBLIGATIONS UNDER ANY SEPARATELY AGREED SERVICE-LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE PLATFORM AND/OR SERVICE OR PLATFORM FOR ANY REASON, INCLUDING AS A RESULT OF:
          1. POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS;
          2. THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR THE SERVICE OR PLATFORM;
          3. ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU OR YOUR USE OF OR ACCESS TO THE SERVICE OR THE PLATFORM; OR
          4. ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.
    2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF CRYPTO CAR CLUB ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO THE PLATFORM AND/OR USE OF THE SERVICE, CONTENT, CRYPTO ASSETS, OR ANY CRYPTO ASSETS PURCHASED ON THE PLATFORM EXCEED THE AMOUNT RECEIVED BY CRYPTO CAR CLUB FROM THE SALE OF CRYPTO ASSETS ON THE PLATFORM THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO:
       1. DEATH OR PERSONAL INJURY CAUSED BY CRYPTO CAR CLUB OR CRYPTO CAR CLUB PARTIES’ NEGLIGENCE; OR
       2. ANY INJURY CAUSED BY A CRYPTO CAR CLUB OR CRYPTO CAR CLUB PARTIES’ FRAUD OR FRAUDULENT MISREPRESENTATION.
    3. 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.
    4. 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.
21. **Assignment**You may not assign or transfer any of your obligations or rights without the written consent from Crypto Car Club.
22. **Force Majeure**Crypto Car Club shall not be liable for any delay or failure to perform its obligations under these Terms which is caused by an event or sequence of events beyond its reasonable control. Such events shall include acts of God, flood, drought, earthquake or other natural disaster; disease, epidemic or pandemic such as COVID-19 and the lockdown of territories or states as a result of the pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant or renew a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; and interruption or failure of utility service.
23. **Headings**Headings are inserted for convenience and not to be used when interpreting the Terms.
24. **Language**Notwithstanding any other provision of these Terms, any translation of the Terms is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in English. You agree that in the event of any conflict between the English version of the foregoing documents and any other translations, the English version shall prevail.
25. **No Partnership**Crypto Car Club and the user are and intend to remain independent parties. Nothing in these Terms shall be deemed or construed to create the relationship of a principal and agent or partnership or joint venture, or that of an employee and employer between Crypto Car Club and the user and Crypto Car Club shall not assume any fiduciary duties to the user.
26. **Governing Law and Venue**These Terms, your access to and use of the Service and Content, and your participation in the Auction shall be governed by the laws of Hong Kong Special Administrative Region as to all matters including validity, construction, effect, performance and remedies without regard to the conflict of law rules or principles of any other jurisdiction).
27. **Dispute Resolution; Arbitration.**Any dispute which cannot be resolved as provided in paragraph 26 above shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of International Arbitration. The law of this arbitration clause shall be Hong Kong law. The place of arbitration shall be Hong Kong. The number of arbitrators shall [1]. The arbitration proceedings shall be conducted in English.
28. **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.
29. **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.
30. **Survival**The following sections will survive the expiration or termination of these Terms and the termination of your Account: all defined terms and Sections 1-3 and 7-32.
31. **Third Party Rights**The provisions of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of the laws of Hong Kong are hereby expressly excluded from these Terms and/or any other documents issued pursuant thereto.
32. **Miscellaneous**These Terms, together with the Privacy Policy, constitute the entire agreement between you and Crypto Car Club relating to your access to the Platform and use of the Service. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Crypto Car Club prior, concurrent or subsequent circumstance, and Crypto Car Club’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 are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

END OF AGREEMENT