

Website Terms of Use

Last Modified: March 7, 2023

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Nuttipetz International, Inc. (“Nuttipetz,” “Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms”), govern your access to and use of <https://myblocktoken.nuttipetz.com>, including any content, functionality, and services offered on or through <https://myblocktoken.nuttipetz.com> (the “Website”), whether as a guest or a registered user.

Please read the Terms carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms and our *Privacy Policy*, incorporated herein by reference.** If you do not want to agree to these Terms or the *Privacy Policy*, you must not access or use the Website.

Changes to the Terms

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction herein will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Eligibility

In order to use the Website, you must meet the following eligibility criteria:

- You must not be located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country.
- You must not be listed on any of the United States government lists of prohibited or restricted parties.
- You must be at least 13 years of age.

If you are under 18 years of age (or the age of legal majority where you live), you may use the Website only under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in relation to the Website. If you use the Website on behalf of another person or entity, (a) all references to "you" throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person's or entity's behalf, and (c) in the event you or the person or entity violates these Terms, both you and the person or entity agree to be responsible to us.

Services and Digital Collectibles

Services as offered on or through the Website include any services, features, and functionality of the Website related to the minting of any blockchain-based, cryptographic, nonfungible token ("NFT") which, together with the license rights to any associated digital works of authorship or other content, whether or not copyrighted or copyrightable, and regardless of the format in which any of the foregoing is made available ("**Related Content**"), comprises and is referred to herein as a "**Digital Collectible**." The terms of your license to the Related Content and other terms applicable to the Digital Collectible will be presented to you at the time of purchase and a link to such license will be embedded in the Digital Collectible's metadata ("**Digital Collectible License**").

Additionally, certain services may be made available exclusively to the owner of a particular item (e.g., plush toy). You may be required to demonstrate possession and/or ownership of the applicable item in order to access certain services.

Any other digital works of authorship and other content made available through the Website is part of the services and no license rights are granted to you with respect to any such content.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your devices are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our *Privacy Policy*, and you consent to all actions we take with respect to your information consistent with our *Privacy Policy*.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Acquisition of Digital Collectibles

We do not offer a hosted digital wallet on the Website or otherwise custody Digital Collectibles for our users. You will be required to link a supported blockchain-based digital wallet (“**Digital Wallet**”) provided by supported third party unhosted wallet providers (each a “**Wallet Provider**”) to the Website before you will be able to mint a Digital Collectible. A list of Digital Wallets and Wallet Providers, which we may update at our discretion, will be made available during the minting process of the Digital Collectible. Any Digital Collectible that you mint through the Website will be directly delivered to your Digital Wallet and you will be responsible for safekeeping the passwords and keys associated with your Digital Wallet. We will not be able to recover acquired Digital Collectibles for you in the event that you lose access to your Digital Wallet account or under any other circumstances.

Each Wallet Provider is a third party company that offers unhosted digital wallet products and services. We are not in any way affiliated or partnered with Wallet Providers. Your use of each Wallet Provider’s products and services is subject to its applicable terms of service. We will not be liable to you for any loss that results from your use of a Wallet Provider’s products and services, including Digital Wallets.

You represent and warrant that any mint of a Digital Collectible by you is solely for your personal collection, use, and enjoyment, and not for speculative or investment purposes, for use as a substitute for currency or other medium of exchange, or for resale or redistribution. You acknowledge and understand that by minting a Digital Collectible you are not acquiring any equity or other ownership or profit-sharing

interest in Nuttipetz, any of its affiliates or any brand or other business venture, or in any of the Nuttipetz products, including, without limitation, the physical plush toy associated with the Digital Collectible.

You will not portray any Digital Collectible as an opportunity to gain economic benefit or profit, or as an investment, equity, or other ownership or profit-sharing interest in Nuttipetz, or any of its affiliates or any brand or other business venture. You will comply with any marketing policies or guidelines published by Nuttipetz for NFTs or Digital Collectibles.

All NFT transactions on the Website are facilitated by smart contracts deployed on the Polygon L2 blockchain. The Polygon L2 blockchain requires the payment of a transaction fee (a “**Gas Fee**”) for every transaction that occurs on it. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of the Nuttipetz. The user acknowledges that the user is solely responsible for paying the Gas Fee and maintaining a sufficient amount of token in its Digital Wallet to pay the Gas Fee.

LEGISLATIVE OR REGULATORY CHANGES AT THE STATE, FEDERAL OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT THE USE, TRANSFER, OR EXCHANGE OF THE DIGITAL COLLECTIBLES.

Digital Collectibles Acquired through Third Party Platforms

With respect to any Digital Collectible originally sold through the Website but that you acquired from a third party through a third party platform or service, by agreeing to these Terms, you agree to be bound by the applicable Digital Collectible License for the Digital Collectible. In addition, you acknowledge and agree that in the event the third party from whom you purchased the Digital Collectible does not pay any amounts owed to Nuttipetz in connection with the transfer to you, Nuttipetz may, at its option and discretion (and without limiting its right or ability to do so as otherwise provided in these Terms) refuse to provide you with access to the Website or any Service, unless and until all outstanding amounts have been paid.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including, but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof) are owned by Nuttipetz, its licensors, or other providers of such material and are protected by the United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to: nuttipetzdotnft@gmail.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Nuttipetz. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Trademarks

Nuttipetz and our logos, our product or service names, our slogans and the look and feel of our services are trademarks of Nuttipetz 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 company names or logos mentioned on the Website are the property of their respective owners. Reference to any products,

services, processes or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

Related Content

A. Generally.

Each Digital Collectible is a limited-edition digital asset comprised of an NFT and associated Related Content. Related Content is licensed to you, not acquired by you when you acquire the NFT. Ownership of any Related Content is retained by Nuttipetz or the third party that developed or acquired ownership of the Related Content (any such third party, a “**Third Party Developer**”). No ownership or title in or to any Related Content is transferred to you, and no other right or interest in any Related Content is transferred to you except for the limited license rights that are expressly set forth in the Digital Collectible License. For clarification, the Related Content is neither stored nor embedded in the Digital Collectible, but is accessible through the Digital Collectible, subject to compliance with these Terms and the Digital Collectible License.

B. Restrictions.

You will not, attempt to, or permit or enable any third party to: (a) separate the Related Content from the Digital Collectible; (b) modify the Related Content, unless expressly permitted to do so pursuant to the Digital Collectible License; (c) register or attempt to register any trademark or copyright or otherwise acquire additional intellectual property rights in or to any Related Content; (d) use any Related Content to create, endorse, support, promote or condone any content, material or speech that is defamatory, obscene, pornographic, indecent, abusive, offensive, harassing, violent, hateful, racist, discriminatory, inflammatory, or otherwise objectionable or inappropriate as determined by Nuttipetz at its discretion; (e) commercialize the Related Content or use the Related Content in connection with any business, message, product, or service, or in any manner that may imply endorsement of any business, message, product, or service; or (f) use the Related Content in any manner that infringes, violates or misappropriates any third party intellectual property or intellectual property right, or that violates the these Terms or the Digital Collectible License.

C. Transfer or other Fees.

Nuttipetz and Third Party Developers, as well as their affiliates, licensors, and designee(s), may be entitled to receive transfer or other fees or royalties from subsequent sales (i.e. after initial mint of NFT) of a Digital Collectible, which defray costs associated with licensing the Related Content, administration of the Digital Collectible ownership and corresponding license rights.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

- Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our *Privacy Policy*. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the *Privacy Policy*.

Linking to the Website

You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the State of California in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website

from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS, INCLUDING DIGITAL COLLECTIBLES, OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS, INCLUDING DIGITAL COLLECTIBLES, OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS, INCLUDING DIGITAL COLLECTIBLES, OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS, INCLUDING DIGITAL COLLECTIBLES, OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS, INCLUDING DIGITAL COLLECTIBLES, OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

THE DIGITAL COLLECTIBLES ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE BLOCKCHAIN NETWORK. ANY TRANSFER OF CONTROL THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE APPLICABLE BLOCKCHAIN NETWORK.

The Digital Collectibles are transferable blockchain-based non-fungible tokens that evidence a limited license to Related Content that is exclusive to the owner and thereby collectible as a form of alienable digital property. Like physical collectibles, the price of nonfungible tokens may be subject to fluctuation based upon broader industry trends and sentiment. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of non-fungible tokens.

There is no guaranteed future value for Digital Collectibles. Any future value of a Digital Collectible is based solely on consumer interest and demand for that Digital Collectible and not something that Nuttipetz or any Third Party Developer or other third party can control or will attempt to control or influence. We are not responsible for any losses due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), the applicable blockchain or other third party service or infrastructure, including Digital Wallets and Wallet Providers, or any other features of Digital Collectibles. We are not responsible for any losses due to late reports by developers or representatives (or no report at all) of any issues with the applicable blockchain including forks, technical node issues, or any other issues resulting in losses.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR DIGITAL COLLECTIBLES, YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, your Digital Collectibles, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Dispute Resolution; Jury Trial Waiver

YOU AGREE TO RESOLVE ANY DISPUTES BETWEEN US THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF THROUGH COURT PROCEEDINGS. YOU WAIVE YOUR RIGHT TO ANY JURY TRIAL OF ANY CLAIM. All controversies, claims, counterclaims, or other disputes arising between you and Nuttipetz relating to these Terms, the Website, or Digital Collectibles shall be submitted for binding arbitration under the Rules of the American Arbitration Association (“AAA Rules”). The arbitration will be heard and determined by a single arbitrator. The arbitration will take place in San Diego, California. The arbitrator’s decision will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities, regulatory authorities, or other governmental agencies.

You and Nuttipetz retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Class Action Waiver

YOU MAY NOT ACT AS A CLASS REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL, NOR PARTICIPATE AS A CLASS MEMBER OF ANY CLASS CLAIMANTS WITH RESPECT TO ANY CLAIM. CLAIMS MAY NOT BE ARBITRATED ON A CLASS

OR REPRESENTATIVE BASIS. You may only bring individual claims, and the arbitrator may only decide individual claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Relationship of these Terms and Digital Collectible Licenses

Notwithstanding anything else in any Digital Collectible License, these Terms supplement the Digital Collectible Licenses and these Terms will apply to any exercise of any license in or to any Related Content, any transfer of any Digital Collectible or any other use or disposition of any Digital Collectible; provided that in the event of any conflict or inconsistency between these Terms and any Digital Collectible License, the Digital Collectible License will govern. For avoidance of doubt, and notwithstanding anything else in these Terms or any Digital Collectible License, if you breach any obligation that you may have to make payments to Nuttipetz pursuant to any Digital Collectible License or these Terms, such breach shall constitute a breach of any and all of these Terms and any applicable Digital Collectible License.

Entire Agreement

The Terms and our *Privacy Policy* constitute the sole and entire agreement between you and Nuttipetz regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This website is operated by Nuttipetz International, Inc.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: nuttipetzdotnft@gmail.com.