

EarnDeck Ltd TERMS OF SERVICE

Effective Date: February 1st, 2022

This Terms of Service (the **“TOS”**) is entered into between you and EarnDeck Ltd and its subsidiaries and affiliates, (collectively, **“EarnDeck”**) and applies to the all Non-fungible tokens made available to you by EarnDeck (each, an **“EarnDeck NFT”**), any applications controlled by EarnDeck associated with EarnDeck NFTs, all EarnDeck websites (the **“Website”**), and any other services or products on which EarnDeck chooses to apply this TOS (collectively, the **“Service”**).

BY CLICKING “I AGREE” OR SIMILAR CONFIRMATION OR BY USING THE SERVICE YOU ARE AGREEING TO BE BOUND BY THE TOS.

1. DESCRIPTION OF THE SERVICE

EarnDeck specializes in the creation of exclusive non-fungible tokens (NFTs). EarnDeck enables users to collect NFTs for the express purpose of enjoying the aesthetics of the NFTs. EarnDeck specifically emphasizes that neither EarnDeck nor the marketplace can provide any assurances about the future value of the NFT you purchase here or elsewhere.

In the colloquial sense, when you purchase an EarnDeck NFT through the Service you essentially “own” the NFT you purchase. But in practice, purchasing any NFT, including an EarnDeck NFT is better thought of as purchasing exclusive rights of access to an item, more akin to a license, that provides rights similar to full ownership of a piece of property. An NFT is essentially a digital certificate of ownership representing the purchase of a digital asset, traceable on a blockchain. But NFT holders do not have important significant rights to the digital work represented by the NFT, including rights provided under copyright law, such as the right of adaptation or reproduction. EarnDeck urges you to review your rights within this TOS so you can better be informed about your “ownership” rights in your NFTs, which rights are essentially the same as with other NFTs.

EarnDeck NFTs are NOT investment vehicles. EarnDeck NFTs are collectible digital art, created as art pieces intended for people to enjoy by collecting, not as a financial instrument. EarnDeck makes absolutely no promises or guarantees regarding the past, present or future value of EarnDeck NFTs.

The value of art has always been subjective and subject to personal taste. Therefore the value you place on art such as an EarnDeck NFT will be different than anyone else’s value, and your purchase of an EarnDeck NFT should be based solely on your own taste, with no expectation that anyone else will share your taste. The value others place an EarnDeck NFT may indeed be zero.

2. LICENSES

2.1 License. If you purchase, or receive through a legitimate trade or sale, an EarnDeck NFT, EarnDeck grants you a non-exclusive, non-sublicensable, non-transferrable, revocable, limited license to use such EarnDeck NFT. You may only use one copy of each EarnDeck NFT. You agree that no title or ownership interest in an EarnDeck NFT is transferred or assigned to you and that the TOS is not a sale of any right to an EarnDeck NFT. The license explicitly includes the right to make prints. All purchases of EarnDeck NFTs are final and no refunds will be made.

2.2 Streaming and Social Media License. EarnDeck grants you a non-sublicensable, non-transferrable, revocable, limited license to publicly display the EarnDeck NFT(s) you control on video streaming websites, such as youtube.com and twitch.com, and on social media, such as tweeting a video (collectively "**Social Content**"). EarnDeck may terminate or modify the scope of the streaming and social media license granted to you at any time without notice or compensation and will not be liable to you or any third party for any loss you incur.

2.3 User Content License. User content includes any information that you create, submit, transmit or upload while using EarnDeck NFT, for example, Social Content, any submissions, comments, questions, testimonials, tutorials, advice, suggestions, ideas, contest entries or other information you directly or indirectly provide to EarnDeck through any method existing now or in the future (collectively, "**User Content**"). By providing User Content you represent and warrant that you have all consents, licenses and rights necessary to provide and license the User Content and you grant EarnDeck a non-exclusive, irrevocable, fully-paid, royalty-free, perpetual, sub-licensable, transferrable, worldwide license to User Content under all intellectual property and other rights you own or control to use, broadcast, disclose, display, distribute, modify, make derivative works of, publicly perform, publish, record, reproduce, sublicense (on multiple levels), translate, transmit or otherwise exploit for all purposes and in all formats and media and with any technology now known or hereafter developed and for all purposes without attribution, notice, permission or payment to you or a third party. EarnDeck reserves the right to review, edit, delete or block access to User Content without notice.

3. ACCOUNT AND VERIFICATION

3.1 Account. Use of the Service may require you to register a user account with EarnDeck directly or with a third party (each, an "**Account**"). EarnDeck strongly recommends that you keep any Account login information confidential. You agree to be bound by any use of your Account, including charges and purchases, whether or not authorized. You represent and warrant that you are permitted to use the method of payment associated with your Account and agree to pay for charges and fees incurred by your Account, which are non-refundable.

3.2 User Verification. Because cryptocurrencies and blockchain technologies are subject to abuse by hackers and criminals, and are often heavily regulated in certain jurisdictions, EarnDeck reserves the right to collect a variety of

personal verification information (“**Verification Information**”) as part of the requirements for registering an Account with EarnDeck or to fulfill any legal obligations that might apply in your jurisdiction. Verification Information may include, but is not limited to, your: name, email address, contact information, telephone number, username, government issued ID, date of birth and other information collected at the time of an Account registration. You acknowledge and agree that your personal data may be disclosed to authorities in your jurisdiction in order for EarnDeck to comply with its legal obligations.

3.3 Accuracy of Verification Information. In providing Verification Information, you confirm that it is accurate and authentic. After registering an Account, you shall maintain the Verification Information, including contact details, as truthful and complete. You shall update such information in a timely manner. If there is any reasonable doubt that any information provided by you is inaccurate, outdated or incomplete, you shall correct or remove relevant information or EarnDeck may terminate all or part of your access to the Service. EarnDeck may contact you at any time to correct your Verification Information. You are responsible for any loss or expenses incurred if you cannot be reached through the contact information provided to EarnDeck.

4. PAYMENT AND USE OF THE SERVICE

4.1 Payment. To purchase an EarnDeck NFT, you understand that you will pay in crypto currency on the decentralized Ethereum blockchain. You must provide EarnDeck with payment information requested by EarnDeck and you agree that EarnDeck, or a third-party payment provider on behalf of EarnDeck, may initiate payment for any purchase you authorize (each, a “**Payment**”). Payments may be processed by one or more third parties on behalf of EarnDeck and such third parties may change without notice to you. EarnDeck does not store your Payment details internally and any Payment information you share with us may be stored via third-party payment provider.

4.2 Personal Data. Accessing the Service may require you to provide EarnDeck with personal data, which is collected, used and disclosed in accordance with EarnDeck’s Privacy Policy, if any, and in compliance with legal standards applicable in your jurisdiction. You agree to provide accurate and complete personal data to EarnDeck and to update your data if it changes. *The Privacy Policy is available at <https://cryptocartridge.games/privacy.pdf>.*

4.3 Age Restriction. You must be at least the age of majority in your jurisdiction in order to access the Service. If you are under the age of majority in your jurisdiction, you may not use the Service. EarnDeck reserves the right to terminate your Account in the event you are below the relevant age of majority.

4.4 Access. Access to the Service may require hardware including but not limited to a compatible computer, a mobile device and an Internet connection, all meeting certain minimum specifications set by EarnDeck (subject to change as EarnDeck makes changes to the Service) *described on the Website and the purchase page from which you minted an EarnDeck NFT, as updated on one or more occasions.* You agree to provide all hardware and the Internet connection

required to use the Service and to pay all fees incurred by you when accessing the Service through an Internet connection.

4.5 Ongoing Development. Although EarnDeck has developed a roadmap detailing future benefits and community development objectives, we cannot guarantee that all the items, *including those described on the Website*, will be accomplished during the planned timeline as NFTs and blockchain technologies are new, dynamic and complex. Future benefits, listed on the Website or elsewhere which are not included in any Account or EarnDeck NFT should not be taken into account while making any purchase or minting through the Service. You accept that by using the Website and owning any EarnDeck NFTs, you further acknowledge that there are no explicit or implicit obligations for EarnDeck to undertake activities during the period of your control of an EarnDeck NFT to: (a) change the form or functionality of the intellectual property associated with such NFT; or (b) support or maintain any value of the intellectual property associated with such NFT. Further, you expressly agree that EarnDeck has the right but no obligation to publicize, promote or announce the sale of any EarnDeck NFT. In no event whatsoever does EarnDeck have any obligation to undertake any activity to promote the value of any EarnDeck NFT.

5. LIMITATIONS ON USE OF THE SERVICE; MINTING AND GAS FEES

5.1 Limitations. You agree that you will not use the Service in the following manner:

- a. engage in conduct that EarnDeck determines, in its sole discretion, to constitute improper use of the Service;
- b. decompile, disassemble or reverse engineer the Service or otherwise attempt to derive the Service source code;
- c. except for Social Content or as expressly permitted by EarnDeck, reproduce, rearrange, modify, translate, create derivative works from, display perform, publish or distribute the Service;
- d. engage in market or price manipulation of EarnDeck NFTs, including speculation on the rise or fall of value of certain items;
- e. post any unauthorized commercial communications on the Service, including multi-level marketing or pyramid schemes;
- f. sell, lease or remove/alter advertising for the Service;
- g. cheat or use, develop or distribute automation services (bots), macro services or other cheat utility services or knowingly exploit a flaw or bug in the Service;
- h. break, attempt or otherwise assist with the disruption of any computer used to support the Service or experience of another user;
- i. upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files or data or other similar services or programs that may damage operation of the Service or the computers of other users;

- j. utilize the Service or any part thereof for commercial purposes, except pursuant to the streaming license set forth in section 2.2;
- k. promote or encourage illegal activity including, without limitation, hacking, cracking, distribution of counterfeit EarnDeck NFT, cheats or hacks for an EarnDeck NFT;
- l. engage in abusive, defamatory, libelous, threatening or any other conduct that is objectionable or offensive;
- m. communicate, link to, post, submit or upload content that contains nudity or other sexual material, materially endangering a child, violence or any other objectionable or offensive conduct;
- n. abuse, bully, harass, harm or publish false or misleading information about users or encourage others to do the same;
- o. encourage, promote or glorify racial intolerance;
- p. use hate speech, hate terms, racist speech, racist terms or any other words or symbols that signify hate towards any person or group of people, including derogatory comments against women or minorities;
- q. infringe or violate the rights of a third party including but not limited to: (i) contractual rights; (ii) copyright, patent, trademark or trade secret rights; (iii) privacy rights; (iv) publicity rights; or (v) confidential information;
- r. collect or attempt to obtain user data, whether personal or anonymous;
- s. impersonate another person or an employee of EarnDeck; or
- t. to engage in any transaction that: (i) is fraudulent or criminal in nature; (ii) constitutes a “restricted transaction” as defined in the Unlawful Gambling Enforcement Act of 2006 or Regulation GG; (iii) would constitute sending money to another party other than for the purchase of bona fide EarnDeck NFTs, all as determined by EarnDeck in its sole discretion.

The above limitations also apply to information posted on public forums or through communication tools related to EarnDeck or controlled by EarnDeck.

5.2 Minting and Gas Fees. EarnDeck NFTs will be minted at the time of your purchase. If the EarnDeck NFT purchase fails, you understand that you will not be charged for the art comprised in the EarnDeck NFT but you will nonetheless be charged by the Ethereum blockchain for the gas fee required to mint the EarnDeck NFT. The gas fee for minting is in addition to the cost to purchase the EarnDeck NFT.

You expressly acknowledge that the gas fee for all transactions on the Ethereum blockchain varies widely, and is completely outside of EarnDeck’s control. Such fees during peak network load can be one hundred (100) times higher (or more) than during regular load. It remains your responsibility to purchase the art comprised in the EarnDeck NFT for the price you are comfortable to pay, taking into consideration gas fees and market dynamics. Therefore, you confirm that

the gas fee you paid to the Ethereum network is the fee that you accepted in your Digital Wallet (as further described below) and that EarnDeck is not responsible if you accept a gas fee during a gas price spike.

EarnDeck may unilaterally decide (pursuant to section 4.5 above) to sell "art mint passes" for art before the sale of EarnDeck NFT. Such passes may enable you to mint your EarnDeck NFT purchase when gas fees are lower, and such passes may provide other benefits as well.

6. TERM AND TERMINATION

6.1 Term. EarnDeck may also suspend or terminate your access to the Service at any time for any reason (or for no reason) including but not limited to your violation of the TOS, as determined in EarnDeck's sole discretion. Whether a suspension will be lifted is at the sole discretion of EarnDeck. You may terminate your access to the Service at any time by ceasing to use the Service and deleting the Service you have installed. Data collected by EarnDeck may be retained for a period of time after your access to the Service is terminated, as *described further in the Privacy Policy* and as allowed by the laws applicable in your jurisdiction.

6.2 Effect of Suspension or Termination. Upon suspension or termination, you acknowledge and agree that EarnDeck shall cease to provide access to an EarnDeck NFT and may delete data associated with your use of EarnDeck NFT. You are not entitled to compensation of any kind as a result of suspension or termination, regardless of whether effected by you or EarnDeck, and EarnDeck is not liable to you or any third party for such suspension or termination and any related loss.

7. ADDITIONAL EarnDeck NFT MATTERS

7.1 EarnDeck NFT Rights. - You acknowledge that EarnDeck does not control the Ethereum blockchain and that EarnDeck is not responsible for a failed purchase transaction of an EarnDeck NFT, even if a gas fee has been collected. You further acknowledge and accept that such gas fees are not refundable and that gas paid by you for a failed Ethereum transaction is your unrecoverable loss. EarnDeck NFTs available to you and the price of EarnDeck NFTs may be altered by EarnDeck at any time, without notice, any time prior to being minted. Upon acquiring an EarnDeck NFT, you are granted license as described in section 2.1. All rights not granted to EarnDeck NFT holders remain the property of EarnDeck. All EarnDeck NFT purchases are final and non-refundable.

7.2 Notice to EU Users. If you are a resident of the EU, you hereby agree that by purchasing an EarnDeck NFT, such EarnDeck NFT shall be credited to your Account (or Digital Wallet if such option is made available to you) immediately and, as a result, you are not entitled to withdraw from or cancel your purchase pursuant to the EU Consumer Rights Directive (2011/83/EU) and national implementations.

7.3 Obligations upon Transfer. EarnDeck NFTs may be transferred, sold and made available as permitted by EarnDeck and third parties EarnDeck engages

to facilitate the transfer, purchase and sale of EarnDeck NFTs. Once an EarnDeck NFT is first minted and sold, EarnDeck ceases to be involved with future transfers of such EarnDeck NFT.

7.4 Third Party Wallets. The acquisition and use of EarnDeck NFTs may require you to open an account with one or more third parties which will, among other things, maintain your EarnDeck NFT in a digital wallet (each, a “Digital Wallet”). In order to open an account with a Digital Wallet third party you may be required to agree to certain additional terms imposed by such third party, which constitute a separate agreement between you and that third party. EarnDeck strongly recommends that you read any terms imposed by any Digital Wallet third party.

7.5 Third-Party Transfer or Access of Blockchain Items. If you choose to transfer or access EarnDeck NFTs through third parties or third-party services, you are solely responsible for facilitating such transfer or access and do so at your own risk. EarnDeck disclaims all liability associated with third-party services used for the transfer or access of EarnDeck NFTs. EarnDeck strongly recommends that you exercise caution when transferring EarnDeck NFTs as once an item is transferred you may not be able to regain access without the recipient’s consent. EarnDeck cannot and shall not resolve any dispute over EarnDeck NFTs, including but not limited to payments received or control of EarnDeck NFTs.

7.6 Resale of EarnDeck NFTs. It is recommended that you only resell EarnDeck NFTs through EarnDeck or through approved third parties outside the Service. It is possible that EarnDeck NFTs cannot be resold online, outside of the Service, in the real world or traded for non-virtual (tangible) goods or services as the market for EarnDeck NFTs is emerging and volatile and technologies in the future may make the sale or transfer of EarnDeck NFTs impractical or impossible. EarnDeck disclaims all liability associated with the sale or transfer of EarnDeck NFTs. EarnDeck is under no obligation to promote the value of Expliandio NFTs.

8. EarnDeck OWNERSHIP RIGHTS

8.1 Ownership. All right, title and interest in and to the Service including but not limited to copyrights, patents, trademarks, trade secrets, trade names, computer code (source and object), titles, avatars, animation, audio-visual effects, sound effects, musical works, look and feel, methods of operation and items built within the Service by users, are owned by EarnDeck. EarnDeck reserves all rights in the Service.

8.2 DMCA. EarnDeck responds to notices alleging copyright infringement that comply with the United States Digital Millennium Copyright Act (the “DMCA”). If you wish to make a DMCA claim, you must provide the following information in writing in your DMCA notice:

a. identify the copyrighted work that you claim has been infringed;

- b. identify the material claimed to be infringing and where it is located (via specific URL);
- c. provide reasonably sufficient information to allow EarnDeck to contact you, such as your address, phone number and e-mail address;
- d. provide a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or law;
- e. provide a statement, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or are authorized to act on behalf of the owner; and
- f. provide an electronic or physical signature of a person authorized to act on behalf of the copyright owner.

EarnDeck may provide you notice if your communication, post, submission or upload was removed as a result of EarnDeck receiving a DMCA notice from a copyright owner. If you receive notice from EarnDeck, you may provide a counter-notification in writing to EarnDeck's designated DMCA agent through the means provided below.

DMCA notices can be sent to EarnDeck by *emailing earndeckltd@yandex.com or by mail:*

EarnDeck Ltd P.O. Box 2775, 67 Fort Street, Artemis House, Grand Cayman, KY1-1111, Cayman Islands

9. DISCLAIMER, LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 DISCLAIMER. THE SERVICE IS STILL UNDER DEVELOPMENT AND MAY CONTAIN DEFECTS AND COMPATIBILITY ISSUES AND IS PROVIDED BY EarnDeck "AS IS". EarnDeck, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS (COLLECTIVELY, ITS "REPRESENTATIVES") DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, EarnDeck AND ITS REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ERROR FREE, WILL NOT HARM YOUR HARDWARE OR RESULT IN LOST DATA OR BE SECURE AGAINST UNAUTHORIZED ACCESS. THE SERVICE IS UNSUPPORTED *AND THE TOS DOES NOT* CREATE ANY OBLIGATION UPON EarnDeck TO DEVELOP, MAKE AVAILABLE, OFFER FOR SALE, REPAIR, SUPPORT OR RELEASE THE SERVICE. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY EarnDeck OR ITS REPRESENTATIVES WILL CREATE ANY WARRANTY AND YOU SHALL NOT RELY UPON SUCH ADVICE OR INFORMATION. YOU BEAR THE ENTIRE RISK AS TO THE PERFORMANCE, OPERATION AND QUALITY OF THE SERVICE.

9.2 DISCLAIMER OF INVESTMENT. EarnDeck NFTS ARE NEITHER INVESTMENTS NOR INVESTMENT CONTRACTS. EarnDeck NFTS ARE PART OF THE SERVICE AND EarnDeck AND ITS REPRESENTATIVES DISCLAIM ALL LIABILITY ASSOCIATED WITH ANY SPECULATION USERS ENGAGE IN CONNECTED TO EarnDeck NFTS. NOTWITHSTANDING THE ABOVE, YOU ARE SOLELY RESPONSIBLE FOR EVALUATING YOUR OWN INVESTMENTS, AND FOR ALL CONSEQUENCES ASSOCIATED WITH YOUR DECISION TO TRANSFER EarnDeck NFTS THROUGH THE SERVICE OR THIRD PARTIES. IN MANY CASES, EarnDeck NFTS MAY INCREASE OR DECREASE IN VALUE BEFORE, DURING AND AFTER YOUR TRANSFER OF SUCH ITEMS. ANY PURCHASE OF DIGITAL ASSETS, INCLUDING EarnDeck NFTS, INVOLVES THE RISK OF LOSS OF PART OR ALL OF THE FUNDS YOU USED TO MAKE THE PURCHASE AND/OR SUBSTANTIAL COSTS ASSOCIATED WITH GAS PRICES PAID FOR ANY MINTING OR PURCHASE. THE VALUE OF EarnDeck NFTS YOU PURCHASE OR TRANSFER IS SUBJECT TO MARKET AND OTHER RISKS THAT MAY SIGNIFICANTLY IMPACT THE VALUE OF SUCH ITEMS. EarnDeck AND ITS REPRESENTATIVES DISCLAIM ALL LIABILITY ASSOCIATED WITH THE SPECULATION OF THE VALUE OF EarnDeck NFTS PURCHASED THROUGH EarnDeck OR THIRD PARTIES. FURTHERMORE, ANY STATEMENT MADE, ADVERTISEMENT OR CLAIM POSTED ON THE SERVICE OR DISPLAYED ANYWHERE ELSE, IN THE PAST OR PRESENT, OR MADE BY EarnDeck AND ITS REPRESENTATIVES THAT DESCRIBES EarnDeck NFTS AS AN INVESTMENT ARE NULL AND VOID AND DO NOT REPRESENT THE VIEWS OF EarnDeck.

9.3 LIMITATION OF LIABILITY. EarnDeck AND ITS REPRESENTATIVES SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE SERVICE INCLUDING WITHOUT LIMITATION DIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, EVEN IF EarnDeck HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, LOSS OR DAMAGE. TO THE EXTENT THAT THE ABOVE LIMITATION OF LIABILITY IS NOT APPLICABLE IN YOUR JURISDICTION, ANY CLAIM THAT YOU MAY HAVE AGAINST EarnDeck AND ITS REPRESENTATIVES MUST BE COMMENCED NO LATER THAN 6 MONTHS AFTER THE DAY ON WHICH THE CLAIM IS DISCOVERED OR OUGHT TO HAVE BEEN DISCOVERED BY YOU. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO WAIVE ANY RIGHT TO BRING A CLASS ACTION AGAINST EarnDeck AND ITS REPRESENTATIVES, AND ANY LEGAL MATTER YOU RAISE AGAINST THEM SHALL BE HANDLED ON AN INDIVIDUAL BASIS.

9.4 EarnDeck'S AGGREGATE LIABILITY. PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN TERMS OR WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES AND, IF ANY DISCLAIMER OR LIMITATION OF LIABILITY IS FOUND UNENFORCEABLE, VOID OR DOES NOT FULLY SHIELD EarnDeck AND ITS REPRESENTATIVES FROM LIABILITY, YOU AGREE THAT YOUR SOLE REMEDY, AND EarnDeck AND ITS REPRESENTATIVES' AGGREGATE LIABILITY, IS FOR YOU TO TERMINATE USE OF THE SERVICE AND MAXIMUM LIABILITY IS THE AMOUNT YOU PAID TO EarnDeck IN THE PRECEDING 6 MONTH PERIOD PRIOR TO ANY CLAIM.

9.5 Indemnity. You shall defend and indemnify EarnDeck against any claim, demand, suit or proceeding (each, a “Claim”) made or brought against EarnDeck in connection with your use of the Service, including Claims that through the use of the Service you (i) infringe or misappropriate a third party’s intellectual property rights, (ii) violate any applicable laws, (iii) breach the terms of this TOS, or (iv) commit an act of gross negligence or intentional misconduct.

10. UPDATES

EarnDeck agrees to notify you of an update to the TOS by a posting on the Website. You are deemed to accept an update by continuing to use the Service. Unless EarnDeck states otherwise, updates are automatically effective 30 days after posting.

11. GENERAL

11.1 Governing law. The TOS is governed by and construed under the laws of the Cayman Islands. If a dispute arises, you agree that such dispute be resolved by courts located in Cayman Islands and hereby submit to the personal jurisdiction of such courts. In the event of any legal proceeding between you and EarnDeck relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury.

11.2 Severability. To the extent any section, clause, provision or sentence or part thereof of the TOS is determined to be illegal, invalid or unenforceable by competent authority in any jurisdiction, then that portion shall be severed, and the remainder of the TOS given full force and effect.

11.3 No Waiver. EarnDeck’s failure to assert or enforce any right contained in the TOS shall not constitute a waiver of that right.

11.4 Taxes. It is your responsibility to abide by local laws in relation to the legal usage of the Service in your jurisdiction, including the applicability of tax laws to the minting, sale or transfer of EarnDeck NFTs, as well as withholding, collection, reporting and remittance to appropriate tax authorities.

11.5 Illicit Proceeds. You acknowledge and declare that the source of any funds, including cryptocurrencies used for the purchase of EarnDeck NFTs, come from a legitimate source and are not derived from illegal activities. EarnDeck cooperates with law enforcement authorities globally and will not hesitate to seize, freeze, terminate your account and funds, including cryptocurrencies, which are flagged by investigators or government authorities under a proper legal mandate, pursuant to all relevant laws regardless of jurisdiction.

11.6 Survival. Sections 4.4, 5.1, 6.2 and 7 though 11 survive termination of the TOS.

11.7 Entire Agreement. The TOS constitutes the entire agreement between you and EarnDeck with respect to the subject matter hereof and supersedes any prior oral or written agreements, communications, representations or undertakings provided.

11.8 Contact. You may contact EarnDeck regarding this TOS by emailing earndeckltd@yandex.com.