

Last Updated: 5th November 5, 2024

PLATFORM TERMS

INTRODUCTION

BuyToon Inc. (“**BuyToon**” or “**we**”) welcomes you to use our website <https://buytoon.io/> (together the “**Platform**”). These Platform Terms (“**Terms**”) describe the terms and conditions that govern your use of or access to our crowdfunding platform (“**Platform**”). The Terms constitute an agreement between you and us, so please read these Terms carefully.

By accessing or using the Platform, you agree to be bound by these Terms, our [Privacy Policy](#), and the other rules provided with the Platform, whether or not you are a registered user of our Platform. If you do not accept or understand the Terms, please do not use or access the Platform.

Changes to the Terms

The Terms can be updated from time to time. Please check back periodically for the latest version of the Terms. If there are any significant changes made to the Terms, we will notify you. Your use of the Platform following any changes to these Terms constitutes your acceptance of any such changes.

DISCLAIMER

NOTHING ON THE PLATFORM CONSTITUTES A PUBLIC OFFERING OF SECURITIES OR ANY OTHER KIND OF FINANCIAL INSTRUMENT.

Participation in crowdfunding on the Platform is your own decision and no information provided on the Platform can be considered financial, legal, or investment advice. The projects hosted on the Platform are for funding creative work and there is no guarantee of financial return. By using the Platform, you acknowledge that you are participating at your own risk and you agree that we are not responsible for any financial loss you may incur.

By participating, you acknowledge that investments are inherently risky, and we make no promise or guarantee of financial returns. **All contributions are final and non-refundable.**

You must consult with your own financial, legal, and tax advisors to assess whether participating in the Platform is appropriate for you.

YOUR USE OF THE PLATFORM

Eligibility

You must be at least 18 years old to access, use, or register with the Platform. The Platform is not

available to users in the following Prohibited Jurisdictions:

United States, the Chinese Mainland, Hong Kong, Singapore, North Korea, Cuba, Iran, Uzbekistan, Russian-controlled regions of Ukraine (currently including Crimea, Donetsk, and Luhansk regions), Sudan, and Syria (“**Prohibited Jurisdictions**”).

Additionally, individuals or entities that are sanctioned or listed on any government watchlist (including but not limited to the US Office of Foreign Assets Control (OFAC) list, EU sanctions list, or UN sanctions list) are strictly prohibited from using the Platform. By using the Platform, you represent and warrant that you are not subject to any sanctions or restrictions that would prohibit your use of the Platform.

Your Account and Your Information

To access certain features of the platform, including participating in crowdfunding, you will be required to create an account. You must provide accurate and complete information during registration, including linking your cryptocurrency wallet.

You are responsible for maintaining the confidentiality of your account credentials, including your wallet information, and for all activities under your account. Notify us immediately of any unauthorized use of your account. You must protect any passwords or other credentials associated with your account in the Platform and take full responsibility for any use of the account under your password. You agree to notify us of any breach of security or unauthorized use of your account.

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Platform.

License to Use the Platform

We grant you a limited, non-exclusive, non-transferable, non-assignable license to access and make personal and non-commercial use of the downloadable software included in the Platform. You are not allowed to resell or commercially use any part of the Platform or its contents and materials.

Connecting Your Wallet and Referral Link

After creating an account, you must connect your cryptocurrency wallet to use certain features of the platform. Once connected, the system will display your wallet address and provide an option to copy a referral link. You will be required to input a nickname in a mandatory pop-up window before proceeding. After the nickname is entered, the referral link will be copied, which you can use to invite others to the platform.

Viewing Projects

Once your wallet is connected, you can browse all available projects (animated films) on the

platform. Detailed information for each project, including descriptions, teasers, required funding amounts, studio details, and other relevant information, will be provided on the corresponding project description page.

Participating In Crowdfunding

To participate in crowdfunding for a project, you must input the desired amount and confirm your contribution through a payment made from your connected wallet. The system will process the payment directly from your wallet. Once the crowdfunding goal is met, the movie will move into production. Additional terms will be described on the Platform. Please review them carefully before you decide to participate in the crowdfunding. A platform fee of 10% will be deducted from your investment to cover operational costs (“**Platform Fee**”).

Profits, if generated, are distributed proportionally to participants. Returns depend on the project’s financial performance and are not guaranteed. Payouts are made to your connected cryptocurrency wallet.

USER CONTENT

You own all data, information, photos, text, and other materials that you upload, post, provide, develop, operate, or display in the Platform (“**User Content**”). You agree that your User Content will not violate any applicable law or any third-party rights.

We do not take any ownership rights in the User Content. However, you grant us a non-exclusive, assignable, royalty-free, perpetual, non-revocable, worldwide license to use, copy, modify, reproduce, store, display, publish, and distribute the User Content, including for the purpose of promoting the Platform. This license will last for a period that is commercially reasonable for us to use the User Content.

PROHIBITED ACTIVITIES

The following restrictions apply to your use of the Platform. You are not allowed to:

- copy, alter, modify, display, or otherwise create derivative works of the Platform;
- disassemble, decompile, reverse-engineer, or derive the source code of the Platform;
- interfere with or disrupt the Platform;
- transmit viruses, malware, or other malicious software;
- attempt to gain unauthorized access to the Platform;
- sell, rent, transfer, or otherwise assign any rights to the Platform to any third party;
- make access to your account available to multiple users;

- upload, post, or transmit any content which is defamatory, fraudulent, false, harassing, harmful to reputation, or infringing the privacy rights of any other person;
- upload, post, or transmit any content which is abusive, pornographic, indecent, profane, obscene, hateful, libelous, illegal, or violative of third-party rights; or
- access or use the Platform in violation of any applicable local or international laws.

We reserve our right to remove from the Platform any content that violates these restrictions or to suspend or terminate your account for violation of these Terms.

FEES AND PAYMENT

The Platform Fee will be applied to all contributions. This fee is deducted from the amount you contribute and is used to cover the costs of maintaining the platform.

You agree to pay the fees by transfer of cryptocurrencies, credit card, or another payment method accepted on the Platform. All fees are non-refundable.

We may add new features for additional fees or change pricing at any time. We will communicate any price changes to you in advance. By accessing or using the Platform, you agree to the new pricing.

INTELLECTUAL PROPERTY

All rights, including any copyright, patent, trade secret, or other intellectual property rights in the Platform, will remain our sole property.

COPYRIGHT COMPLAINT

If you believe that your copyrights have been infringed in any way, please send us a complaint at info@buytoon.io with “Copyright” in the subject line.

UPDATES TO THE PLATFORM

We may issue updates or upgrades to the Platform and disable access to the Platform for any period of time or permanently. The Platform is subject to scheduled and unscheduled Platform interruptions.

You consent to automatic updates or upgrades of the version of the Platform that you are using on your device to a new version.

You agree that we will not be liable to you for any interruption of the Platform.

PRIVACY

Our [Privacy Policy](#) explains how we collect, use, and protect your personal data.

When you collect or transmit any personal data through the Platform, you must follow all laws and obtain all permissions from each data source to transmit such data through the Platforms. You agree not to:

- use a username that is the name of another person with the intent of impersonating that person;
- provide any false personal data to us or create any user account for anyone other than yourself without such person's permission;
- engage in unauthorized collection of users' information or access the Platform by automated means, including bots or scrapers; or
- reveal any personal data related to another user, including address, phone number, email, credit card number, or any information that may otherwise identify another user.

GENERAL TERMS

Links to Third-Party Websites

The Platform may contain links to websites owned by third parties. Such links are provided for informational purposes only. We are not responsible for any third-party websites or their content.

Limitation of Liability

The Platform is provided to you "as is." We make no warranty of completeness, accuracy, availability, timeliness, security, or reliability of the Platform or any content in the Platform. We will not be liable for any damages, including loss of profits, loss of data, or other losses resulting from:

- any interruption of the Platform;
- any content of any third party on the Platform, including any defamatory, offensive, or illegal conduct of other users or third parties;
- any content obtained from the Platform; or
- unauthorized access, use, or alteration of any material or content.

By using the Platform, you acknowledge and agree that participation in crowdfunding on this platform is not an investment and does not guarantee any financial return or profit. The primary purpose of the crowdfunding is to assist in the production and launch of animated movies, and any profits that may arise from the movie's success are not guaranteed.

We make no promises or guarantees regarding the success of any project or the potential for profits. Any participation in crowdfunding is done at your own risk.

Furthermore, we do not offer refunds or returns of contributions made through the platform under any circumstances. Once a contribution has been made, it is final, and no amount will be refunded, regardless of the project's outcome. By making a contribution, you expressly agree to this condition.

Indemnity

You agree to defend, indemnify, and hold us harmless from any claim, losses, obligations, damages, or expenses arising from your use of or access to the Platform, your breach of these Terms, or your violation of any law or the rights of a third party. This term will continue to be effective even if you have stopped using the Platform.

Governing Law and Resolution of Disputes

All claims relating to these Terms or the Platform will be governed by the law of Seychelles including its conflict-of-laws rules.

You agree that any cause of action arising out of or related to the Platform must commence within 1 year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

TERM AND TERMINATION

You may stop using the Platform or delete your account at any time.

We reserve the right to discontinue the Platform at any time without notice. We may also terminate or suspend your access to the Platform without notice if (a) you violate these Terms or (b) we are required to do so to comply with a legal requirement or court order.

CONTACT INFORMATION

If you have any questions about these Terms, you can contact us at info@buytoon.io.