



# Terms and Conditions



## Defined Terms

- **NFT:** NFT are non-fungible Tokens. That means they are a unique and non-interchangeable unit of data stored on a digital ledger. NFTs are associated with images, videos, audios, gifs and other types of digital files. NFT are unique and non-interchangeable. However, is it possible to have NFT that are fungible to each other (e.g. when they have the same Metadata). On the Cardano blockchain NFT are often referred to as CNFT ("Cardano non-fungible Token").
- **Cardano:** Cardano is a third-generation, decentralized proof-of-stake (PoS) blockchain platform.
- **ADA:** is the native Token of Cardano.

## 1. General

The following Terms and Conditions ("Agreement") constitute a legally binding agreement made between You, whether personally or on behalf of an entity ("You") and NFT Jungle Partnership ("NFT Jungle ", "We", "Us", or "Our"), concerning Your access (however accessed, whether via web, mobile, or otherwise) to and use of the cnftjungle.io website, all the other Sub-domains related to cnftjungle.io ("Site") including, CNFT Predator web extension, Our APIs, and any other software, tools, features, or functionalities provided on or in connection with Our services. The following terms and Conditions also govern the use of the limited Services made available through the Site (collectively "Services").

## 2. Agreement

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. BY CLICKING TO ACCEPT OR BY ACCESSING AND USING THE SITE AND/OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If You are

entering into this Agreement on behalf of a business or other legal entity, You represent that You have the authority to bind such entity to this Agreement, in which case the terms "User", "You" or "Your" shall refer to such entity. If You do not have such authority, or if You do not agree with the terms of this Agreement, You must not accept this Agreement and may not access and use the Website and Services.

### 3. Service

Our services include, without limitation:

- (a) viewing exploring and creating NFTs in particular CNFTs
- (b) ranking NFTs by mathematical rarity
- (c) using Our tools to connect buyers with sellers of NFTs through third parties marketplaces
- (d) aggregating market statistics directly from the blockchain
- (e) aggregating information directly from the blockchain
- (f) providing sniping tools
- (g) providing various software as a service
- (h) Providing API usage

#### 3.1 Rarity Service specifically

The Service provides mathematical rarity scores and rankings of NFTs, which are generated through an automatization process. Data are taken directly from the blockchain or provided by third parties. We do not make any guarantees or warranties regarding the accuracy, consistency or value of any of the scores or rankings on the Services. We reserve the right to change and adjust or remove the scores and rankings at any time in our sole discretion, without notice, including, without limitation, through automated means.

#### 3.2 p2p Service specifically

We do not have custody or control over the CNFTs or blockchains You are interacting with and we do not execute or effectuate purchases, transfers, or sales of CNFTs. To use Our Service, You must use a third-party wallet which allows You to engage in transactions on blockchains.

We do not provide direct buying and selling on Our Site. Our Service is an aggregator of sale offers. We use direct links to different marketplaces to

execute transactions. We are not responsible or liable for the functioning of these smart contracts. You should use these third parties's smart contract at Your own risk. You should be aware of their terms and conditions, which may be different from Ours.

We are not party to any agreement between any users. You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that You purchase from third-party sellers using the Service and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.

By using Your wallet in connection with the Service, You agree that You are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, or affiliated with US. We do not have custody or control over the contents of Your wallet and have no ability to retrieve or transfer its contents. We accept no responsibility for, or liability to You, in connection with Your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping Your wallet secure and You should never share Your wallet credentials or seed phrase with anyone.

### 3.3 API Usage Specifically

The API ("Application Programming Interface") is subject to the Conditions of the Agreement. NFT Jungle grants You a worldwide, non-exclusive, royalty-free, non-transferable, non-sublicensable, revocable and limited license to use and make calls to the API. When using the NFT Jungle API You will:

- Provide a reference to [cnftjungle.io](https://cnftjungle.io) in the following form: "Data provided by [cnftjungle.io](https://cnftjungle.io)"
- Only use the NFT Jungle API for a private non-commercial use
- Not distribute, sell, lease, rent, lend, transfer, assign or sublicense any rights granted by the Terms to any third party
- Not engage in any activity that interferes with, disrupts, harms, damages, or accesses in an unauthorized manner the servers, security, networks, data, applications or other properties or services of NFT Jungle or any third party

- Not circumvent technological measures intended to prevent direct database access, or manufacture tools or products to that effect
- Not modify, translate, reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the NFT Jungle API, or any aspect or portion thereof
- Not request more than the minimum amount of data from the NFT Jungle API needed

NFT Jungle may set and enforce limits on Your use of the CNFT Predator API (limiting the number of requests that you may make), in Our sole discretion. You agree to, and will not attempt to circumvent such limitations. If you would like to use any NFT Jungle API beyond these limits, you must obtain NFT Jungle's consent. To seek such consent please inquire at

#### 4. Who can use our Services

NFT Jungle retains the rights to not make the Services available in all markets and jurisdictions and may restrict or prohibit use of the Services from certain jurisdictions.

You further represent and warrant that You are of legal age to form a binding Agreement and capable of acting rationally. You warrants that You have not previously been suspended or banned from using Our Services. You warrant that You will not use our Services if any applicable laws in Your country or other jurisdiction prohibit You from doing so in accordance with these Terms.

Our Services are offered to persons in Our sole discretion as We may choose to not offer the Services or discontinue access to the Services to You or any person or entity for any reason in Our sole discretion. Any Costumer purchasing the Service shall understand and have significant experience of the Cardano Blockchain and Services, and understand the risks associated with the use of blockchain as the mechanism related to the use and custody of cryptocurrencies.

#### 5. Pricing/Payments

All pricing and payment terms are as indicated at point of sale or otherwise on the Site. Any payment obligations You incur are binding at the time of purchase. We reserve the right to change prices and offers at any moment to Our

complete discretion.

Transaction's fees are set by the Customer based on the market conditions of Cardano and We are not responsible for them. We are also not responsible for the fluctuation of the value of ADA. Prices are always indicated in ADA and must be paid in ADA. We are not responsible if You mistype the Wallet Address and send ADA to the wrong Address or for any other Reason You send Ada to the wrong address. We are also not responsible if You send Ada or any other currency from a not compatible wallet/blockchain or to a not compatible wallet/blockchain.

Lifetime Apex passes grants the holder a lifetime access to certain of Our Services. Lifetime is referred to as the lifetime of Our Service. We reserve Ourselves the right to terminate such Services for any Reason and at any moment if necessary.

## 6. Intellectual Property Rights

NFT Jungle, all its Services and Sites, its logos, its domain names (including but not limited to cnftjungle.io), all graphics, software and Data are propriety of NFT Jungle and are protected by copyright. Their use, copy or imitation without Our authorization represents Copyright infringement and may be persecuted by Us. We grant You a revocable, limited, non-exclusive, non-transferable and non-sublicensable license to access and use the Services for Your personal or internal business use only, subject to Your compliance with these Terms; provided, however, that such license does not permit any resale, any distribution, public display of Our property. It is not allowed to modify or making works derivative of Our property. It is not allowed to copy or store any content of the Service. The license will automatically terminate if You breach these Terms. All rights not expressly granted to You by the foregoing license are hereby reserved to NFT Jungle.

We own all rights, titles and interests, in and to any Feedbacks, comments, and suggestions for improvements to the Service ("Feedback") regarding our Services or that You provide in relation to Our Services. You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant You any right, title, or interest in the Service or in any such Feedback. You

agree that NFT Jungle may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to You and without retention by You of any proprietary or other right or claim.

By using the Service in conjunction with creating, submitting, posting, promoting, or displaying content, or by creating an NFT on a public chain, You grant Us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content. This includes any digital file, art, or other material linked to or associated with any NFTs that are displayed on the Service. You represent and warrant that You have all rights necessary for any content that You create, submit, post, promote, or display on or through the Service. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless You have necessary permission.

NFT Jungle will take down works which infringe copyright law and terminate a user's access to the Service if the user is a repeat infringer.

If You believe that any content or other material on the Site infringes or violates Your rights, You may send Us a notification [cnftpredator@gmail.com](mailto:cnftpredator@gmail.com).

In order to assess Your infringement claim regarding the content on Our Site or Service You must be the rightsholder or someone authorized to act on behalf of the rightsholder. The Email must include:

- identification of the copyrighted work claimed to have been infringed
- information reasonably sufficient to allow Us to contact you, such as your name, address, telephone number, and, if available, an email address
- 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 the law
- a statement under penalty of perjury that the information in the notification is accurate, and that You are authorized to act on behalf of the owner of the allegedly infringed copyright
- Your electronic or physical signature.

## 7. Third Party Content and Services

We retain no responsibility about third-party content which is visible through

our Service, including any content associated with NFTs displayed on the Service, and You bear responsibility for verifying the legitimacy, authenticity, and legality of NFTs that You purchase from third-party sellers. Your business dealings with such third parties are solely between You and the third parties. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. NFTs may be subject to terms directly between buyers and sellers with respect to the use of the NFT content and benefits associated with a given NFT. NFT Jungle is not a party to any such Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms. You are solely responsible for reviewing such Purchase Terms. As an aggregator of sale offers. We use direct links to different marketplaces to execute transactions. We are not responsible or liable for the functioning of these smart contracts.

The Service may also contain links or functionality to access or use third-party websites and applications, or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties. When You click on a third-party link, We will not warn You that You have left Our Site or Service. Such third party Website's are not under Our control and are not affiliated with Us. We are not responsible or liable for any Third-Party Content. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Contents. You use all links at Your own risk.

## 8. Prohibited Activities

When You access Our Site and use Our Services, You agree that You will not violate any law, contract, intellectual property or other rights or commit a tort, and that You are solely responsible for Your conduct while using our Services.

It is prohibited to:

- submit any Work that (a) violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil or criminal liabilities; (b) is fraudulent, false, misleading or deceptive; (c) is defamatory, obscene, vulgar, pornography or offensive; (d) promotes

discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (e) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (f) promotes illegal or harmful activities or substantives;

- attack, hack, DDOS, interfere with, or otherwise tamper with the NFT
- engage in any act that would operate as a fraud or deceit upon NFT Jungle
- Use or attempt to use another user's paid Services or pose as another without authorization
- access, tamper with or attempt to access our computer systems or networks
- Use any automated means or interface not provided by Us to access Our Services or extract Data
- Sell or resell the Service or attempt to circumvent Our fee systems
- Provide false, inaccurate or misleading information
- Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics
- attempt to probe, scan or test the vulnerability of our system or network or breach any security or authentication measures
- avoid, bypass, remove, deactivate, impair or otherwise circumvent any technological measures
- utilize the Service to transact in securities, commodities futures, real estate or other such transactions
- interfere with, or attempt to interfere with, any other user or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing
- Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity
- impersonate or misrepresent Your identity or affiliation
- use the NFT or the Services provided to You via the Site to conceal or transfer any proceeds relating to illegal or criminal activity
- violate this Agreement, the Terms of Service or any applicable law or



regulation

- encourage or enable any third party to do any of the foregoing

## 9. No Obligation

NFT Jungle is not responsible for repairing, supporting, replacing or maintaining any website or network. We reserve the right to terminate, delete, take down or otherwise remove Our Site and Service at any moment. We reserve the right to discontinue or change at any time any aspect of the offers of the Services.

Your access to the Site and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that NFT Jungle, in its sole discretion, may elect to take.

## 10. Disclaimers and force majeure

NFTs are intangible digital assets. They exist only in virtue of the ownership record maintained in the Cardano Blockchain network. NFT Jungle cannot control the transfer of NFT on the chain. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content. 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 the Service, including but not limited to any losses, damages or claims arising from: (I) User error such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses (II) Server failure or Data loss, (III) Corrupted cryptocurrency wallet files (IV) unauthorized access or (V) any unauthorized third party activities, including without limitation the use of Viruses, Phishing, Brute forcing or other means of Attack against blockchain network underlying the NFTs.

We are not responsible for any kind of failure, abnormal Behaviour of software (e.g. Wallet), Blockchains or any other features of the NFTS.

Our Site provides ranking of NFTs, We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information on Our Site. We reserve the rights to change the rankings at any moment and for any reason. You agree to use rankings on this Site at Your own risk and that the Creators shall in no circumstance be held liable for any damages resulting

from the rankings. NFT Jungle makes no claims or warranties about accuracy, correctness, quality or reliability of the Site content, its safety or security, or the website's interoperability, unavailability or security vulnerabilities. NFT Jungle make no warranty or representation and disclaim all responsibility for whether the Service will be available on an uninterrupted, timely, secure or error-free basis or will be accurate, reliable, complete, legal. NFT Jungle will not be liable for any loss of any kind form any action taken or taken in reliance on information contained in the service. NFT Jungle will not be held responsible for the content liked or associated with any NFT.

Notwithstanding anything to the contrary contained herein, We shall not be liable for any delays or failures in performance resulting from acts beyond Our reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, shortage of electricity or portability supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

#### 11. Indemnity

We shall be given indemnity from and against any and all claims, damages, losses, costs investigations, liabilities, judgments, fines, penalties, settlements, interest and expenses (including attorney's fees) that directly or indirectly arise from or are related to any claim, suit, action, demand or proceeding made or brought by a third party against an Indemnified Party, or on account of the investigation, defense or settlement thereof, arising out of or in connection with (a) Your use of the Site, (b) Your breach or anticipatory breach of this Agreement, (c) Your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities in connection with Your use of Our Services (d) any actual or alleged infringement of the intellectual property rights of others by You, and (e) any act of gross negligence, willful or intentional conduct by You.

#### 12. Limitation of liability

To the maximum extent permitted by law, We will not be liable for any incidental, special, exemplary or consequential damages or damages for lost

profits, lost revenues, lost savings, lost business opportunity, loss of data or Goodwill, service interruption, computer damage or system failure or the cost of substitute products or services of any kind arising out of or in connection with this agreement whether as a result of breach of contract, tort negligence, or any other cause, regardless of the theory of liability. NFT Jungle will also not be liable when it has been advised or knew of the possibility of such damages.

### 13. Taxes

It is Your responsibility to determine whether, and to what extent, any taxes apply to any transactions You conduct through the Services.

### 14. No Investment advice

NFT Jungle does not provide investment, tax or legal advice. You are responsible for determining whether any investment is appropriate for You. You should consult Your legal or tax professional regarding Your specific situation. NFT Jungle may provide information about cryptocurrencies and projects (including rankings). The information provided does not constitute investment advice or financial advice. NFT Jungle does not recommend that a specific cryptocurrency or NFT should be bought, sold or minted. You should do Your due diligence and contact Your financial advisors before making any investment decision. We are not under the supervision of FINMA or any other control entity.

### 15. Assumption of Risk

NFT Jungle utilizes the blockchain technology on the Cardano blockchain to offer its services. You agree that such technology is experimental and speculative and therefore highly risky. Certain Operations necessary for Our Services are subject to the Cardano Blockchain which is not under Our control. Before using Our Services You should be aware of the risks associated with the use of such technology. We do not control the public blockchain and transactions are irreversible. You should be responsible for the private key associated with the blockchain address. We will never under any circumstances ask for Your private key and We are not responsible for the loss or theft of such key. Value in public market of Assets such as ADA are volatile and have been historically subject to dramatic fluctuations. The value of NFTs is subjective and

highly volatile. You acknowledge that You fully understand the volatility and subjectivity of such investment and that You may lose money. There are risks associated to purchasing NFTs in p2p transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled item, items that present bugs on the smart contract and items that may become untransferable.

Blockchain technologies are subject to many legal and regulatory uncertainties, and Our Service could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit the ability of User to continue the use of Our Service. Blockchain are still poorly regulated in many countries, therefore there is a great amount of scams and fraud attempts for which We are not responsible.

#### 16. Privacy policy

Please refer to our privacy Policy for information about how We collect, use, and share personal data. By accepting this Agreement You also accept Our privacy policy.

#### 17. Change of the Terms and Conditions

We may decide to change or update Our Terms and Conditions in Our sole discretion. The updated Terms and Conditions will be posted on the Website. It's important that You review the Terms and Conditions whenever We update them or You use the Services. If You continue to use the Services after We have posted updated Terms and Conditions it means that You accept and agree to the changes.

#### 18. Governing law

These terms shall be governed by and construed and interpreted in accordance with the Swiss law. Place of Jurisdiction is Lugano, Switzerland.

#### 19. Dispute Resolution

By Dispute You should first try to find a solution to the dispute by writing an email to [cnftpredator@gmail.com](mailto:cnftpredator@gmail.com) describing the nature of the potential dispute, claim of clause of action and providing all relevant documentation.

Any dispute, controversy, or claim arising out of, or in relation to, these Terms, including regarding the validity, invalidity, breach, or termination thereof, shall

be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules.

- The number of arbitrators shall be one
- The seat of the arbitration shall be Lugano, Canton Ticino, Switzerland
- The arbitration proceedings shall be conducted in English

## 20. 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.