

Terms & Conditions

XIRCUS NFT TERMS OF USE

Effective date: July 2021,

These Terms of Use govern your use of the Xircus NFT website and its contents (collectively - the "Site").

By using the site, you agree to the provided terms of use and data protection policy, and to transact with us electronically. If you do not agree, please do not use our website. By using, sending, receiving, buying or selling the Xircus token you accept the terms of use, as well as, the risk related to the cryptocurrency trading, investing and holding. Xircus is not responsible for any risk associated with the use of the Xircus token. Including all the investments, trades, positions borrowing or holding of the cryptocurrency. The cryptocurrency investments are associated with a risk, comparable to investments on stock exchanges. All of the transactions and investments are provided with the user's own risk.

1. Non-Commercial Use

This Site is for your own personal non-commercial use only.

2. Privacy Statement

2.1 Your use of this Site signifies your continuing consent to our Data Protection Policy, which you can examine any time by clicking on the "Data Protection Policy" link on the Site.

2.2 Personal information that you supply to us, and any information about your use of the Site that we obtain will be subjected to our Data Protection Policy.

3. Changes to this Site

We may discontinue or change any content, service, function or feature of the Site at anytime with or without notice.

4. Proper Use of This Site

You may use the Site for lawful purposes only and may use the Site only in ways consistent with the law. You agree that you will not:

- a. Use the Site in any way that breaches any applicable local, national, federal or international law or regulation;
- b. Copy, use, disclose or distribute any information obtained from the Site, whether directly or through third parties, without our consent;
- c. Use, disclose or distribute any data obtained in violation of these Terms;
- d. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;
- e. Violate our intellectual property or other rights, including, without limitation:
 - (i) copying or distributing our materials
 - (ii) copying or distributing our technology, unless it is released under open source licenses;
 - (iii) using the word "Xircus NFT" or our logos in any business name, email, or URL, without our consent;
- f. Imply or state that you are affiliated with or endorsed by Xircus NFT without our express consent;
- g. Rent, lease, loan, trade, sell/resell access to the Site or related data;

- h. Act in an unlawful or unprofessional manner in connection with our Services, including being dishonest, abusive or discriminatory;
- i. Post inaccurate, defamatory obscene, shocking, hateful, threatening or otherwise inappropriate content or airing personal grievances or disputes;
- j. Harass, abuse or harm other users;
- k. Send or post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any form of solicitation unauthorized by us;
- l. Disclose information that you do not have the consent to disclose, such as confidential information of others;
- m. Post content that contains software viruses, worms, or any other harmful code;
- n. Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology or manual work) to scrape the Site or otherwise copy data from the Site;
- o. Bypass or circumvent any access controls or Site use limits;
- p. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Site or any related technology that is not open source;
- q. Monitor the Site's availability, performance or functionality for any competitive purpose;
- r. Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Site;
- s. Access the Site except through the interfaces that are not provided as legitimate in our consideration;
- t. Override any security feature of the Site;
- u. Interfere with the operation of the Xircus NFT website, as also place any undesirable or unreasonable amount of content on our website (e.g., spam, denial of service attack, viruses).

5. Proprietary Rights

5.1 We and our suppliers reserve all the rights to the intellectual property on the Site. Information, data, white papers and other materials concerning a particular token sale, including trademarks, logos, brand names are intellectual property of their respective owners.

5.2 You may not reproduce, reprint, publish, or otherwise exploit our' content or technology on the Site without our express prior written consent. The same applies to the content and technology provided by our suppliers.

6. Changes to the Terms of Use

We may change the Terms of Use at any time. You can review the most current version of the Terms of Use by clicking on the Site's "Terms of Use" link. If you continue to use this Site after we make changes to the Terms of Use, you are signifying your acceptance of the new terms. You are responsible for checking these terms periodically for any changes.

7. Electronic Delivery Statement and Your Consent

You agree that we may provide to you notices and other information concerning token sales or this Site electronically, including notice to any email address that you may provide.

8. Content That You Supply

8.1 We may allow you to supply content for the Site or its functions (e.g. social media profiles accessed by clicking the link on the Site) that can be accessed and viewed by others (e.g. comments). You agree not to post any content that violates these Terms of Use or the applicable law. Content that violates applicable rules may be removed.

8.2 If you post any content on the public space of this Site, you grant us the perpetual sublicensable right and license to use, copy, display, perform, distribute, modify, adapt,

abridge, exploit, and promote this content in any way and in any commercial or non-commercial medium or form without charge.

9. No Duty to Monitor

You agree that we are not liable for content that is provided by third parties. We have no duty to screen content that you may supply or post, but we have the right to refuse to post or to edit submitted content. We reserve the right to remove any content for any reason at any time.

10. Third Party Sites and Advertisers

We may include on the Site links to third party websites and third party content and information. You agree that we are not responsible or liable for any content or other materials of third parties or on third party sites. You also agree that we are not responsible for content supplied by our advertisers. We are also not responsible for any transactions or dealings between you and any third party or any advertiser. You agree that we are not responsible for any claim or loss due to a third party site or any advertiser.

11. Disclaimer of Warranties

We provide this Site and its contents in the form that is visible on our website. We and our suppliers make no expressed warranties or guarantees about this Site. To the fullest extent permitted by law, we and our suppliers disclaim implied warranties including any warranty that the site, its content and information are or will be merchantable, of satisfactory quality, accurate, timely, fit for a particular purpose or need, or non-infringing. We do not guarantee that this site, its content and information will meet your requirements, is error-free, reliable, or will operate without interruption.

12. Limitation of Liability

You may not assert claims for monetary damages arising from this Site or its content. We and our suppliers shall not be liable for any direct, indirect, special, incidental, consequential or exemplary detriment, even if we knew or should have known of the possibility of such detriments.

13. Indemnification

You agree to defend, indemnify, and hold harmless us, our respective owners, employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

14. Choice of Law and Location for Resolving Disputes

14.1 You agree that the law of the Republic of Singapore will govern these terms of use, its subject matter, your use of the Site, and any claim or dispute that you may have against us, without regard to its conflict of laws.

14.2 You further agree that any disputes or claims that you may have against us will be resolved by a court located in Singapore, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. By agreeing to these terms of use, you are:

- (1) Waiving claims that you might otherwise have against us based on the laws of other jurisdictions, including your own;
- (2) Irrevocably consenting to the exclusive jurisdiction of the courts based in the Republic of Singapore over any disputes or claims you have with us;

(3) Submitting yourself to the personal jurisdiction of polish courts for the purpose of resolving any disputes or claims arising from your activity on Xircus NFT platform.

15. Severability and Integration

These Terms of Use and any supplemental terms, the Data Protection Policy posted on this Site constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

16. Assignment

16.1 We may transfer, assign, sublicense or pledge this agreement and the Site, in whole or in part, to any natural or legal person.

16.2 You may not assign, sublicense or otherwise transfer in any manner any of your rights or obligations under this agreement.

17. Termination

We reserve the right to terminate your use of this Site if you violate the Terms of Use or for any other reason at our discretion.

18. Claims of Copyright Infringement

If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please send us a notification of claimed copyright infringement, which must include the following:

- a) a physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;

- b) specific identification of each copyrighted work claimed to have been infringed;

- c) a description of where the material believed to be infringed is located (please be as detailed as possible and provide a URL to help us locate the material you are reporting);

- d) contact information for the complaining party, such as a complete name, address, telephone number, and email address;

- e) a statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law;

- f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.