

## Terms & Conditions

Welcome to Omnimorphs.com!

The Services (as defined in the "Use of the Services" section below) are provided to You by the Omnimorphs team ("**Us**", "**We**"). These terms of use govern Your use of the Services.

Please read these terms of use ("**Terms**") carefully.

By accessing the Services, You agree to the Terms. "**You**" or "**User**" means a user of the Services. If You do not agree to the Terms, You should stop using the Services immediately.

We may revise the Terms at any time without notice. You should periodically visit these Terms to review the current terms that apply to Your use of the Services. Any use of the Services by You after our publication of such revised Terms shall constitute Your acceptance of these Terms as modified.

### **General**

We create digital art items, including a collection of art items called "Omnimorphs" ("**Art Item(s)**"). Omnimorphs is a generative NFT collectible project of 10,000 unique, digitally hand-drawn avatars immortalized on the Ethereum blockchain. The Collectible (as defined below), which represents or refers to or is associated with an Art Item, may then be offered for sale by Us using the Services as further described below. The Services provide You with an opportunity to (i) acquire Collectibles, which represent or refer or are associated with an Art Item, from Us; and (ii) to utilize the OmniFusion Utility (as defined below) to make certain modifications to such Collectibles after they have been duly acquired by you, including merging two (2) Collectibles together, to create a modified version thereof.

The Collectible or its sale or fusion are not, and should not be seen as, an investment or as means of revenue, or as a contribution to the development of any platform, or in any way that could result in the Collectible being considered a "security" or "financial instrument" under any applicable law. The Collectible is a collectible item only and should be seen as such. The value of each Collectible is inherently subjective, and each Collectible has no inherent or intrinsic value. Some collectors might prefer one Collectible while other collectors might prefer another one.

### **Definitions**

- "**Collectible**" means the association, on blockchain, of a NFT with a uniform resource identifier ("**URI**"), which identifies a file conforming to the applicable Metadata schema or similar schema, which represents or refers to the Art Item or any copy thereof.
- "**Metadata**" means the properties of the Collectible, including the name and description of the Collectible, a URI identifying any image or video file associated with the Collectible (such as the specific Art Item, or specific copy thereof), and potentially other "metadata" associated with the Collectible.
- "**NFT**" means any blockchain-tracked token complying with "non-fungible" standard, such as, inter alia, ERC-721 or ERC-1155.

### **Use of the Services**

The "**Services**" include, collectively and separately: the Site made available at <https://omnimorphs.com/>, and any of its sub-domains or related web addresses, and mobile or other applications; the Platform (as defined below); as well as any service, content or material made

available or provided via, or which is included in or related to the Site, and any service, content or material made available or provided to the User by Us or any of Our representatives.

The "**Platform**" is made available as part of the Services and includes, inter alia, an operation of Sale (as described below) of the Collectibles.

The Services are not, and should not be considered as, a provision of investment advice, portfolio management, financial advice or any other financial service, or investment services or activities, or ancillary services under any applicable law.

Use of and access to the Services is void where prohibited by law. Without derogating from the generality of the foregoing, the use and access to the Services is specifically prohibited in the following territories: Afghanistan, Algeria, Belarus, Burma (Myanmar), Central African Republic, Cote d'Ivoire (Ivory Coast), Crimea, Cuba, Democratic Republic of the Congo, Gaza Strip, Iran, Iraq, Lebanon, Liberia (former Liberian Regime of Charles Taylor), Libya, The Democratic People's Republic of Korea (North Korea), Somalia, Sudan, Syria, Turkey, Zimbabwe.

By using the Services, You represent and warrant that You have reached the age of maturity both in the territory You reside in and in the territory of Your citizenship, and in addition that You have reached the age of 18, and that Your use of the Services does not violate any applicable law or regulation or any obligation. By using the Services, You also represent that You are not impersonating any other person, and that You are not subject to any financial sanctions, embargoes or other restrictive measures imposed by the United Nations, European Union, any EU country, UK Treasury or US Office of Foreign Assets Control (OFAC), or any governmental authority in any jurisdiction in which the Platform is available.

You understand and acknowledge that the Services are non-custodial, that We are a non-custodial service provider, and that We do not ever take custody or possession of any cryptocurrency or Collectible or any other virtual asset on behalf of others. You acknowledge that neither custody nor possession of any cryptocurrency or other virtual asset at any time is given to Us due to the use of smart contracts. Neither We nor the Platform are custodians of any cryptocurrency or Collectible or any other virtual asset.

### **Changes to the Services**

We may change, review, revise, amend, pause, discontinue or remove the Services or any part thereof, in Our absolute and sole discretion at any time without giving any prior notice to You.

### **Wallet Requirement**

In order to use the Services, and in particular to participate in the Sale (as defined below) or in bidding on, or acquiring the Collectibles in, a Sale (as defined below), You may be required to connect to a browser extension, which will be specified by Us, such as, for instance, MetaMask or other cryptocurrency wallet which allows You to purchase, store, and engage in transactions using cryptocurrency the use of which will be allowed by Us for such purpose at Our sole discretion ("**Permitted Cryptocurrency**"). All transactions on the Platform may only be made in Permitted Cryptocurrency.

### **Collectibles Outside of the Services**

If You make, accept or facilitate any sale or purchase of a Collectible, or any other virtual asset which is presented as a Collectible, outside of the Services, You acknowledge and undertake that You are doing so at Your own risk. We do not endorse, or in any way control, any such sale or purchase of Collectibles outside of the Platform. We will not be responsible or under any

obligation to indemnify You in any way or hold You harmless for any losses You may incur by making, accepting or facilitating transactions in Collectibles outside of the Platform.

### **Purchasing Collectibles and Fees**

The sole means of payment on the Platform are Permitted Cryptocurrencies, and no other cryptocurrencies or fiat currencies may be used as means of payment on the Platform.

By buying and selling Collectibles on the Platform, You agree to pay the full price and all applicable fees as stipulated on the checkout screen at the time of Your purchase.

You also acknowledge that certain fees (including various blockchain transaction fees, e.g. "gas fees") may be inflicted on You when You purchase or sell a Collectible on the Platform. Except as otherwise expressly set forth in these Terms, You will be solely responsible to pay any fees, including such blockchain transaction fees, for any transaction You conduct using the Services. You authorize us to automatically add fees to Your payments to Us.

We do not provide refunds for any purchases that You might make on the Platform, or anywhere else.

You may purchase Collectibles as part of the "**Sale**" - the attempt to sell the Collectible or representation thereof by Us. At the moment of the purchase, You may not be provided with information as to which specific Art Item is associated with the Collectible or representation thereof You are purchasing, and You may only receive such information in the future. You may not receive the Collectible associated with the specific Art Item immediately after Your purchase.

Your participation in the Sale is subject to these Terms. You are required to link Your cryptocurrency wallet of a type supported by the Platform, prior to the participation in the Sale and as a prerequisite to participation.

We may stop, discontinue or cancel the Sale, or any part thereof, or any further Sales, which may or may not occur, at Our sole discretion without liability. We give no representations or warranties, expressed or implied, with regard to any potential use of the Collectibles or any potential benefit, which may or may not arise to buyers or holders of Collectibles or be associated therewith.

### **Restricted Conduct**

You are hereby undertake not to use, or attempt to use, the Services and not to act in any way, which may constitute one of the following (nor knowingly or otherwise, authorize, allow or assist any other party to):

- decipher, decompile, disassemble, or reverse-engineer any software used to provide the Services.
- circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content.
- use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Services.
- harvest, collect or mine information about Users of the Services; conduct of electronic spamming or otherwise distribute any unsolicited or unauthorized advertising, promotional or marketing material, or conduct in any similar way.

- upload, send, distribute or disseminate any unlawful, defamatory, harassing, abusive, threatening, hateful, racial, sexist, or content that contains or is infected with viruses, malicious codes, Trojan horse, or any other harmful software.
- perform any activity which may violate any applicable law, or any activity which might be perceived as immoral or inappropriate.
- engage in any activity which might be perceived as a fraud.
- engage in provision of any false, inaccurate, or misleading information to any of the Users or to Us.
- infringe or lead to infringement of Our, or of any User's or any other third party's intellectual property rights or interests, including without limitation any copyright, patent or trademark. You undertake not to take or attempt to take any action or claim ownership of any property that infringes or would infringe upon the abovementioned intellectual property rights or interests.
- collect any content or data, including personal data, from the Services absent Our explicit written consent, for any other purpose other than for Using the Services for their intended purpose and subject to these Terms.
- use the Services for any commercial activity, without prior authorization from Us in writing.
- take any action to gain or attempt to gain unauthorized access to any cryptocurrency wallet of other Users.
- engage in any activity that may be in violation of these Terms, or which may be deemed inappropriate by Us.

### **OmniFusion**

The OmniFusion Utility is currently only available in a trial version but will ultimately enable You, if You own more than one Collectible, to merge two (2) of your Collectibles together, to customize the look and rarity of your Collectible.

The OmniFusion Utility is non-cancellable and irreversible.

You acknowledge that by fusing/merging your Collectibles, You are effectively substituting two (2) Collectibles, for just one (1) and there is no guarantee that such fusion will positively affect the price, value or worth of such fused Collectible.

### **Links**

Portions of the Services may involve linking to websites belonging to third parties (including, without limitation, to join our community on [www.discord.com](http://www.discord.com), or to link with your account on [www.opensea.com](http://www.opensea.com)). We have no control over third-party websites, and all use of third-party websites is at Your own risk. Additionally, We cannot accept responsibility for any products or content made available, or payments processed or submitted, through such third party websites, nor for their privacy or any other practices. We do not endorse any third parties websites and We urge Our Users to exercise caution in using third-party websites.

### **Our Intellectual Property**

Unless otherwise indicated by Us, and except for Collectibles which are not owned by Us, We own (or has valid authorizations or licenses required for) the Services, as well as the materials provided

through the Services, including but not limited to all worldwide intellectual property rights in the Site, Platform and the trademarks, service marks, and logos contained therein.

Except as expressly permitted herein, You may not copy, modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Services or any content appearing on the Services (except your duly purchased Collectibles), without Our prior written permission. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in the Services, without Our prior written permission. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants You any right to use any trademark, service mark, logo, or trade name, which belongs to Us or to any third party.

### **Termination and Limitation of the Access to Services**

We reserve the right, without notice and in Our sole discretion, to terminate the Agreement or terminate or suspend Your access to or use of all or any part of the Services effective immediately, at any time including, inter alia, if we suspect in our sole discretion that (i) You were engaged or are being engaged in fraudulent activity or any illegal activity under any applicable law; (ii) You have provided false information to, or concealed any information from Us; or (iii) You have engaged in activity in violation of these Terms.

### **Risks**

You understand and agree that Your access and use of the Platform is subject to certain risks including without limitation:

- **Price and liquidity.** Price and liquidity of virtual assets, including the Collectibles, are highly volatile and may be subject to significant fluctuations for a wide variety of reasons. Furthermore, fluctuations in the price of other digital assets could significantly and adversely affect the Collectibles, NFTs. The value of Collectibles may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for Collectibles, and therefore the value of Collectibles is subject to the potential for permanent or total loss of value should the market for Collectibles disappear.
- **Laws and Regulations.** Legislative and regulatory changes or actions may adversely affect the Platform operation, as well as the use, transfer, and therefore the potential utility or value of Collectibles.
- **Blockchain and Software Related Risks.** Any transfer of Collectibles occurs within supporting the Ethereum blockchain network. Upgrades to the Ethereum blockchain network, or to cryptocurrency wallets, a hard fork in the Ethereum blockchain network, or any change in the transaction confirmation procedure on the blockchain may have adverse effects on Collectibles, NFTs or on the Services. Furthermore, You accept and acknowledge that communication failures, error, distortions, delays, hardware or software failure, or any risk related to malicious software, viruses, cyber-attacks or other attacks, fraud, unauthorized access to information stored within Your cryptocurrency wallet, and other technological risks exist and which may prevent Your access to or use of Collectibles or the Services.
- **Not a legal tender.** Collectibles are not backed by any government or governmental authority and do not constitute a legal tender.

- **Irreversibility.** Transactions involving Collectibles and any losses related thereto (including with regard to accidental transactions) may be irreversible and unrecoverable.

You understand and agree that You are solely responsible for determining the potential value or potential loss related to the aforementioned or other risks for Yourself. You understand and agree that You access and use the Services at Your own risk. Under no circumstances shall We be responsible for any failures, disruptions, errors, or distortions You may experience when using the Services nor for any loss or damage related thereto.

### **Taxes**

You are solely responsible to determine what, if any, and pay any and all sales, use, value-added and other taxes, duties, and assessment now or hereafter claimed or imposed by any governmental authority, associated with Your transactions on the Platform. We are not responsible for determining the taxes that may apply to Your Collectible transactions.

### **Disclaimers & No Warranty**

We are not responsible for any such communications or promotional activities that may be carried out by third parties and will not be liable to You in relation to any such communications or promotional activities.

You bear full responsibility for verifying the identity, legitimacy, and authenticity of assets You purchase using the Platform. Unless explicitly stated otherwise in writing by Us, We make no representations or claims or undertakings about the legitimacy or authenticity of Collectibles on the Platform.

No representations or warranties expressed or implied, are given regarding the legal or other consequences resulting from the use of the Services. The information contained therein is provided for general information only. Your use of the Services or of the Collectibles is at Your sole discretion, subject to these Terms.

The Services, and the Collectibles listed on the Platform, are provided on an "AS-IS" and "AS AVAILABLE" basis without warranties of any kind from Us. WE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES OR THE COLLECTIBLES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES OR THE COLLECTIBLES; OR (II) THAT THE SERVICES OR THE COLLECTIBLES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF THE COLLECTIBLES OR OF ANY INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES; (IV) THAT THE SERVICES OR THE COLLECTIBLES MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) WE MAKE NO COMMITMENT TO UPDATE THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES.

We will also not be in any way responsible or liable to You for any loss and take no responsibility or liability or representation for, and will not be liable or responsible to You for, any use of the Services or the Collectibles including but not limited to, any losses, damages, or claims arising from: (1) User errors, including incorrect transactions, forgetting Your password(s) or keys, mistyped or otherwise wrong cryptocurrency wallet addresses or other addresses, wrong address; (2) any loss of Collectible; (3) data loss or any systems or server failure; (4) wallet files which might be corrupted; (5) smart contract code errors.

If You choose to rely on information which You have obtained using the Services You do so solely at Your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to You.

### **Limitation of Liability**

IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES OR THE COLLECTIBLES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OR THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES OR THE COLLECTIBLES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN ANY APPLICABLE JURISDICTION.

In addition to the foregoing, We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any content. We are not responsible for any problems or technical malfunction of any telephone or cellular phone network or lines, computer online systems, servers or providers, computer equipment, electronic equipment, blockchain, cryptocurrency wallet, hardware, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Services, including any injury or damage to Users or to any person's mobile device or computer related to or resulting from participation or downloading materials in connection with the Services. UNDER NO CIRCUMSTANCES SHALL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE SERVICES OR FROM ANY CONTENT PROVIDED OR POSTED ON OR THROUGH THE SERVICES.

### **Indemnities**

You hereby agree to indemnify and hold Us, Our affiliates, licensees, directors, employees, agents and advisors harmless for any claims, matters, complaints, costs, liabilities and actions arising out of Our engagement with You in connection to the Services, Art Items, Collectibles, including but not limited to (i) Your failure to comply with applicable laws, rules and regulations (ii) any claim of infringement or misappropriation upon any User or any third party's rights, including but not limited to any privacy rights and/or intellectual property rights in the Art Items or Collectibles (iii) arising from Your breach of the Terms; (iv) Your use or misuse of the Services. You agree to promptly notify Us of any third party Claims and fully cooperate with Us in defending such Claims at Your sole expense. You further agree that We shall have control of the defense or settlement of any such Claims.

The abovementioned indemnity clause is in addition to, and is not in any way a substitute of any other indemnity that may be agreed upon in a written agreement between You and Us.

### **Dispute Resolution**

**ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW OR WHERE PROHIBITED BY LAW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

These Terms shall be interpreted, construed and enforced exclusively in accordance with the laws of England and Wales without regard to principles of conflict of laws. Any civil action or legal proceeding arising out of or relating to these Terms will be brought under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration shall be held in the English language and the place of arbitration shall be London, England. The arbitrator's decision will be final and binding upon the Parties. All arbitration costs and expenses, including the arbitrator's fees, will be borne equally by the Parties, unless otherwise awarded by the arbitrator in his discretion. Each Party hereby waives any forum non convenience claim in connection with said arbitration or any similar objection or any claims against the enforcement of the arbitrator's ruling in any applicable jurisdiction. If a court of competent jurisdiction should find any part of these Terms invalid, that provision will be omitted and the remainder of these Terms remains in effect and be construed so as to best effectuate the original intent and purpose of these Terms. Any cause of action against Us must be brought within one (1) year of the date such cause of action arose.

### **Miscellaneous**

In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between You and Us or authorizes You to act on behalf of Us. We may assign Our rights and obligations hereunder to any third party without prior notice. You shall not assign any of Your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### **How to Contact us?**

The best way to get in touch with is to contact Us at: [hello@omnimorphs.com](mailto:hello@omnimorphs.com)

We would love to hear Your feedback about the Services.