

# Terms of Service Agreement for 1o1.art

Effective Date: [5/1/2023]

## 1. Introduction

This Terms of Service Agreement ("Agreement") is entered into by and between you ("User" or "you") and Create Dream Tech LLC, a California limited liability company ("CDT," "we," "us," or "our") and governs your access to and use of the 1o1.art website and platform (collectively, the "Platform").

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these terms, you may not access or use the Platform.

## 2. Eligibility

By using the Platform, you represent and warrant that you are at least 18 years old, have the legal capacity to enter into this Agreement, and are not prohibited from using the Platform under any applicable laws.

## 3. Non-Fungible Tokens

The Platform enables Users to create, mint, and interact with non-fungible tokens ("NFTs") on various blockchain networks. Users acknowledge that NFTs are digital assets that represent ownership or other rights related to digital or physical items, and are not affiliated with, endorsed, or guaranteed by CDT.

## 4. User Representations and Warranties

By using the Platform, you represent and warrant that:

- a. You own or have the necessary rights, licenses, consents, and permissions to create, mint, and interact with NFTs on the Platform, including the right to use, reproduce, distribute, display, perform, and create derivative works from any underlying artwork, designs, images, or other intellectual property associated with the NFTs;
- b. You will not create, mint, or interact with any NFTs that: (i) infringe upon any copyright, trademark, trade secret, or other intellectual property or proprietary rights of any third party; (ii) violate any applicable laws, regulations, or rules; or (iii) contain any content that

is defamatory, libelous, obscene, pornographic, harassing, abusive, or otherwise objectionable or unlawful; and

c. You will comply with all applicable laws, regulations, and rules related to your use of the Platform and the creation, minting, and interaction with NFTs.

## **5. Limitation of Liability**

To the fullest extent permitted by law, in no event will CDT, its officers, directors, employees, agents, or affiliates be liable for any direct, indirect, incidental, special, consequential, or punitive damages (including, without limitation, loss of profits, data, use, goodwill, or other intangible losses) arising out of or related to your access to, use of, or inability to use the Platform, or any NFTs created or minted on the Platform, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not CDT has been informed of the possibility of such damage.

## **6. Indemnification**

You agree to indemnify, defend, and hold harmless CDT, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees and costs) arising out of or related to your access to or use of the Platform, any NFTs created or minted on the Platform, or any breach of this Agreement by you.

## **7. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of California, without regard to its conflict of law provisions. Any dispute arising out of or relating to this Agreement or your use of the Platform or any NFTs created or minted on the Platform shall be resolved through binding arbitration in California, under the then-current rules of the American Arbitration Association. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorneys' fees and costs.

## **8. Changes to This Agreement**

We reserve the right to modify this Agreement at any time. We will notify you of any changes by posting the new Agreement on the Platform. Your continued use of the Platform after any such changes constitutes your acceptance of the new Agreement.

## **9. Miscellaneous**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will

otherwise remain in full force and effect. This Agreement is not assignable, transferable, or sublicensable by you except with our prior written consent. This Agreement constitutes the entire agreement between you and us with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, written or oral, between you and us regarding such subject matter.

## **10. Contact Information**

If you have any questions about this Agreement, please contact us at [info@1o1.art](mailto:info@1o1.art).