

## TERMS & CONDITIONS

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### A. GENERAL TERMS AND CONDITIONS

These terms and conditions (hereinafter the "Terms and Conditions") are entered into by and between you and Goofy Gophers Mining Club (hereinafter referred to as "we" , "us", "GGMC" or the "Creator").

These Terms and Conditions set out the relationship between all relevant parties, as well as all rights, titles and interests in relation to the digital creation, art, design, and drawings created and released in connection with the GGMC Project as created by us (the "Project" or "IO").

These Terms and Conditions shall be effective as of the date on which it is displayed on [https:// https://ggmc.io/](https://ggmc.io/) (the "IO Website") for the first time (the "Effective Date").

By acquiring any blockchain-tracked Non-Fungible Tokens in connection with the Project ("IO NFTs"), and the related digital creation, art, design, and drawings, in any way whatsoever, **you hereby acknowledge having read the content of these Terms and Conditions as available on the IO Website and agree to abide by it. You also hereby agree to be bound by any laws, rules and regulations as in force from time to time, as applicable to these Terms and Conditions** ("Applicable Rules").

These Terms and Conditions shall apply to any owner of any IO NFTs, including any subsequent owner which has purchased or otherwise rightfully acquired the IO NFTs from a legitimate source, where proof of such purchase or acquisition is recorded on the relevant blockchain.

These Terms and Conditions shall apply to the extent of no other written agreement has been concluded between the parties. In case of contradiction between any other specific agreement and these Terms and Conditions, the provisions of the agreement shall prevail.

### B. INTELLECTUAL PROPERTY RIGHTS

In consideration of the price paid by you to purchase an IO NFT, and subject to your continued compliance with these Terms and Conditions and Applicable Rules, we hereby assign as of the Effective Date to you, on an exclusive basis, for the legal duration of the intellectual property rights and for the whole world, all exploitation, reproduction, representation and adaptation rights relating to the image, art and design of the IO NFTs to which these Terms and Conditions are attached.

You have the right of reproduction, representation and adaptation for all modes of exploitation, including commercial ones, on all mediums and/or media and using all formats and by all technical processes known to date or to come, subject to the restrictions as detailed in Part C below.

For the avoidance of doubt, these Terms and Conditions do not grant you any rights to the constituent elements of the IO NFTs, which shall remain our exclusive property. These constituent elements include designs and patterns of the background, body features, facial features, accessories and shoes that are featured in the IO NFTs.

You agree that we have the right to use the image, art, design and drawings of any IO NFT that is owned by you for marketing and publicity purposes in any manner at our sole discretion without your prior consent.

You shall have the right to license, assign or otherwise transfer to a third-party all or part of the intellectual property rights relating to IO NFTs to which these Terms and Conditions are attached, for any purpose whatsoever.

In case of transfer of ownership or resale of your IO NFT, in any way whatsoever, all rights relating to the IO NFTs that have been granted by you to a third-party shall remain in force and fully effective, unless otherwise agreed upon between you and the third party.

### **C. RESTRICTIONS ON INTELLECTUAL PROPERTY RIGHTS**

You hereby undertake and agree not to use the intellectual property rights granted to you under these Terms and Conditions in any manner that:

- violates or goes against these Terms and Conditions, any Applicable Rules or any laws of England and Wales and/or of any country of the European Union;
- may alter the spirit, devalue or otherwise be deemed prejudicial to our reputation or the reputation of any of our agents, representatives, employees, artists, content creators or affiliates;
- is libellous or defamatory to any party;
- engages directly or indirectly with any political/governmental parties, campaigns or entities or expresses any views or representations in support of any political/governmental agenda;
- infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- is fraudulent or likely to deceive any person;
- is obscene, pornographic, offensive, objectionable or unreasonable; and
- is abusive, discriminatory, violent, threatening or otherwise induces discomfort.

You agree that we shall have the right to demand and claim at any time that our name, or the name of any of our artists and content creators, be mentioned on any mode of publication made by you in connection with the Project.

In the event that you use the intellectual property rights granted to you in contravention of these Terms and Conditions, you agree that we can take any action that we deem necessary or appropriate in our sole discretion. We reserve the right to take appropriate legal action or refer the matter to law enforcement should there be any unlawful or illegal use of the intellectual property rights.

#### **D. TRADEMARKS AND PROMOTION**

When using or exercising the intellectual property rights granted to you under these Terms and Conditions, you shall not use any trademarks, service marks, proprietary words or symbols that are owned or registered by us, unless: (i) expressly permitted under legislation; or (ii) you have obtained our prior written consent.

In exercising the intellectual property rights granted to you for non-commercial purposes only, you shall have the right to reference us by using the denomination "GGMC" or the condensed denomination "IO", unless informed otherwise by us. Such use shall be subject to the same restrictions as set out in Part C above.

We shall have the right at our sole discretion to promote or use, including through social medias, any public use of the digital creation, art, design, and drawings in relation to the IO NFTs made by you, unless you inform us otherwise.

Except as contained in this Part D, nothing contained in these Terms and Conditions shall grant or shall be deemed to grant to either party any right, title or interest in or to the other party's trademarks.

#### **E. LIABILITY**

We shall not be responsible or liable for; and give no warranty or representation in connection with any text, information or statements (both written and oral) which are present on any channel, platform or social media accounts that are operated by us, including the IO Website, our Discord server and our Twitter account.

We shall not be liable under or in connection with these Terms and Conditions for any direct, indirect, consequential or incidental losses, damages, liabilities, claims, expenses, awards, proceedings and costs, regardless of whether the possibility of such losses, damages, liabilities, claims, expenses, awards, proceedings and costs was disclosed to, or could reasonably have been foreseen by you, and whether arising in contract, in tort or otherwise.

You are hereby informed and acknowledge that we do not provide any financial advice and we strongly insist and submit to you that text, information or statements (both written and oral) which are present on any channel, platform or social media accounts that are operated by us, including the IO Website should never be taken as financial advice or be acted upon by you.

## **F. DISCLAIMERS**

You expressly understand and agree that your access to the IO NFTs is at your sole risk, and that they are provided “as is” and “as available” without warranties of any kind, whether express or implied. to the fullest extent permissible pursuant to applicable law, the creator makes no express warranties and hereby disclaim all implied warranties regarding the IO NFTs and any part of it, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, or reliability.

Moreover you hereby acknowledge that the creator will not and cannot be responsible or liable to you for any losses you incur as the result of your use of the Cardano network or any Cardano wallet or other electronic wallet, including but not limited to any losses, damages or claims arising from: (i) user error, such as forgotten passwords or incorrectly construed smart contracts or other transactions; (ii) server failure or data loss; (iii) corrupted wallet files; or (iv) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, bruteforcing or other means of attack against the network, or any Cardano wallet or other electronic wallet.

It is hereby expressly mentioned to you that the IO NFTs are intangible digital assets that exist only by virtue of the ownership record maintained on the Cardano network. All smart contracts are conducted and occur on the decentralized ledger within the Cardano platform. we have no control over and make no guarantees or promises with respect to smart contracts. Additionally the creator is not responsible for losses due to blockchains or any other features of the Cardano network or any Cardano wallet or other electronic wallet, including but not limited to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting the Cardano network, including forks, technical node issues, or any other issues having fund losses as a result.

## **G. RISKS**

You accept and acknowledge the following risks: (a) The prices of blockchain assets and cryptocurrencies are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your IO NFTs, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of IO NFTs will not lose

whole or part of the crypto utilized for the purchase of the IO NFTs. The Creator, the IO Website and/or any other IO Channel and/or medium does not store, send, or receive IO NFTs. IO NFTs exist only by virtue of the ownership record maintained on the blockchain in the Cardano network. Any transfer of IO NFTs occurs within the supporting blockchain in the Cardano network. (d) There are risks associated with using NFTs, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that the Creator will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Cardano network, however caused. (e) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the Project's ecosystem, and therefore the potential utility or value of the IO NFTs. (f) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the Project's ecosystem, and therefore the potential utility or value of the IO NFTs. (g) Upgrades by Cardano to the Cardano platform, a hard fork in the Cardano platform, or a change in how transactions are confirmed on the Cardano platform may have unintended, adverse effects on the Project's ecosystem.

#### **H. INDEMNITY**

You hereby acknowledge and agree that you shall defend, indemnify and hold harmless the Creator and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your use or misuse of, or access to the App, (iii) misappropriation or infringement by you, of any intellectual property rights or other right of IO NFTs, or any person or entity or (iv) your violation of applicable laws, rules or regulations in connection with your access to or use of the App. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences.

#### **I. AMENDMENTS**

We may materially change any provision in the Terms and Conditions at any time in our sole and absolute discretion by publishing the new terms on any platform in any manner, including on the IO Website. For the avoidance of doubt, we are not under any obligation to

provide any notice of the new terms to you and you are deemed to have accepted the new terms if you continue to own any IO NFTs.

#### **J. ENTIRE AGREEMENT**

These Terms and Conditions constitute the sole and entire agreement between the parties and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

#### **K. SEVERABILITY**

Each provision of the Terms and Conditions is severable and if any provision (or any part of any provision) of the Terms and Conditions is or becomes invalid under England & Wales law or any Applicable Rules, the remaining provisions (and, where applicable, the remainder of the provision in question) shall not be affected and shall remain in full force.

#### **L. GOVERNING LAW**

The validity of these Terms and Conditions and any of its provisions, as well as the rights and duties of the parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of England and Wales.

#### **M. DISPUTE RESOLUTION**

Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Internationally accepted customary Arbitration, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be London and/or any other location mutually agreed upon between then Parties.

The language of the arbitration shall be English.