

# NFT PRESALE PAGE - TERMS AND CONDITIONS

**Last updated June 6, 2024**

## **AGREEMENT TO OUR LEGAL TERMS**

We are MINTHAUZ INC, doing business as **Funtico** ('**Company**', '**Platform**', '**we**', '**us**', or '**our**'), a company registered in Panama at Advanced Tower, 1st Floor, Panama City, Panama.

We operate the website [funtico.com](https://funtico.com) (the '**Site**'), the Web application Funtico (the '**App**'), as well as any other related products and services that refer or link to these Terms and Conditions (the '**Legal Terms**') (collectively, the '**Services**').

Funtico is a gaming platform that hosts a variety of skill-based games. The Funtico platform will provide a variety of games and enable players with the ability to purchase, obtain and redeem in-game items and bonuses, non fungible tokens ('**NFT**'s) and virtual assets.

**Players have the opportunity to participate in a tournament and win prizes as described below.**

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ('**you**'), and MINTHAUZ INC, concerning your access to and use of the Services. Before installing or accessing this software program or purchasing an NFT, carefully read this Terms and Conditions. If you do not agree with all the terms herein, refrain from installing or accessing the software or buying the NFT. In the event of any inconsistencies between the English text of these terms and any translation, the English version prevails.

Prior to using this Product, thoroughly review both this Terms and Conditions and the Privacy Policy. If you disagree with or do not wish to accept either this Terms of Use or the Privacy Policy, please refrain from using the Product or buying the NFT. By using the Product or buying the NFT, you agree to be bound by these terms and represent that you fulfill all eligibility requirements specified below.

Any new features or tools which are added to the service shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our application. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Platform following the posting of any changes constitutes acceptance of those changes.

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by [support@funtico.com](mailto:support@funtico.com), as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

## 1. OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services or buying an NFT, from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services include an online gaming platform through which users can play, view, offer to purchase, and purchase Digital Assets that can be used and deployed in one or more games made available through the Services. You acknowledge and understand that within the Funtico ecosystem, some games or in-game items might be purchasable using the our Token (“Tico” or “Token”). All transactions regarding Digital Assets are managed and confirmed on the Blockchain and registered on Funtico’s ledger.

The Platform reserves the right to modify or update the terms and conditions related to the perks, bonuses, and Digital Assets presented at any time. You agree to comply with all applicable laws and regulations governing the purchase and use of NFTs, Tokens, and Tickets as set forth by the Platform and relevant jurisdictions.

## FORMULA FUNTICO TOURNAMENTS

By participating in the tournaments, you acknowledge and agree to the terms outlined herein.

### General information:

- Formula Funtico is a competitive, skill-based racing game.
- Formula Funtico tournaments may have multiple seasons, each season, players have multiple opportunities to compete in Grand Finals formats for prizes to be announced per season.
- First tournaments will start on June 6th with following details:
  - **Tournament Dates:** June 6-9, 2024
  - **Start Time:** June 6, 11:30 PM CET / 9:30 PM UTC
  - **End Time:** June 10, 4:00pm CET/ 2:00pm UTC
  - **Entry Fee:** Golden Tournament Ticket
    - Funtico NFT: 3 consumable tournament tickets per NFT (888 NFTs sold on 5.30.24)
    - Gleam Raffle Campaign May 31-June 5: 200 tournament tickets
    - Influencers Campaigns contests
  - **Number of Laps:** 2
  - **Age Restrictions:** 18+
  - **Game & Platform:** Formula Funtico at Web Browser

- **Prize Pool:** Combination of prizes worth 100,000 USDT (Calculated on June 3rd, 2024). Prizes include NFTs from famous collections (like Pudgy Penguins, PGodjira, or Nexus), as well as Funtico's NFTs and promissory Tokens (\$TICO).

<b>POSITION IN LEADERBOARD</b>	<b>PRIZE</b>
1st prize	<ul style="list-style-type: none"> <li>● Pudgy Penguin #5258 NFT</li> <li>● Killabear #3178 NFT</li> <li>● 2,796,000 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Tickets Voucher</li> </ul>
2nd prize	<ul style="list-style-type: none"> <li>● 10x GodJira Gen 2</li> <li>● Nexus Gaming #61</li> <li>● 3,240,000 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Ticket Voucher</li> </ul>
3rd prize	<ul style="list-style-type: none"> <li>● 5x GodJira Gen 2</li> <li>● Nexus Gaming #73</li> <li>● 1,140,000 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Ticket Vouchers</li> </ul>
4th prize	<ul style="list-style-type: none"> <li>● 2x Lazy Lions</li> <li>● 5x Dokkaebis</li> <li>● 1,008,000 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Ticket Voucher</li> </ul>
5th prize	<ul style="list-style-type: none"> <li>● Lazy Lion #4281</li> <li>● 3x Chikins + 1x Rooster</li> <li>● 654,000 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Tickets Voucher</li> </ul>
6th prize	<ul style="list-style-type: none"> <li>● 4x Yeetards</li> <li>● 4x Steadys</li> <li>● 541,600 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Tickets Voucher</li> </ul>
7th prize	<ul style="list-style-type: none"> <li>● 3x Yeetards</li> <li>● 3x Steadys</li> <li>● 456,000 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Ticket Voucher</li> </ul>
8th prize	<ul style="list-style-type: none"> <li>● 2x Yeetards</li> <li>● 2x Steadys</li> </ul>

	<ul style="list-style-type: none"> <li>● 170,800 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Ticket Voucher</li> </ul>
9th prize	<ul style="list-style-type: none"> <li>● Steady #326</li> <li>● Yeetard #492</li> <li>● 85,600 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$500 Ticket Voucher</li> </ul>
10th prize	<ul style="list-style-type: none"> <li>● 2x Yeetards</li> <li>● 46,000 promissory \$Tico OR equal worth of other external NFTs</li> <li>● \$250 Tickets Voucher</li> </ul>
11th-15th prize	<ul style="list-style-type: none"> <li>● \$250 Ticket Voucher</li> </ul>
16th-20th prize	<ul style="list-style-type: none"> <li>● \$100 Ticket Voucher</li> </ul>
21th-30th prize	<ul style="list-style-type: none"> <li>● 75\$ Ticket Voucher</li> </ul>
31st-50th prize	<ul style="list-style-type: none"> <li>● 50\$ Ticket Voucher</li> </ul>

- Funtico may choose at its sole discretion whether prizes will be in promissory \$Tico or equivalent worth NFTs.
- **Tax: The winnings may be subject to taxation in accordance with the player's local regulations. It is the sole responsibility of the player to ensure payment of any applicable taxes to their local tax authorities**
- The player must provide an appropriate wallet to receive the NFTs and/or tokens.
- Any token prize will be displayed on the player's platform until the Token Generation Event (TGE) and will be available for withdrawal only after the TGE.
- Funtico may limit the duration a player can hold \$Tico wins in Funtico's wallet platform. After the TGE, upon Funtico's request, the player must withdraw the \$Tico tokens to their external private wallet.
- Funtico reserves the right to perform KYC, AML, and KYT checks for ANY win and winner, especially for wins from certain locations or above a certain threshold, according to Funtico's policy.
- The player agrees that Funtico may publish their name, nickname, or social handle on the platform's leaderboard and will have no claim against the company for doing so.
- Winners will be announced by Funtico within seven working days from the end of the tournaments, after Funtico has completed its security checks to ensure a legitimate winner.

- **The player acknowledges that this tournament is a beta version of Funtico's platform. As such, the platform may experience bugs, security, or load issues. The player acknowledges that Funtico will do its best efforts to provide a functional, playable and secured tournament. In the event of any major technical or security issue, Funtico reserves the right to cancel the tournament and reschedule it for the same audience with the same prize pool on a later date.**

## **2. INTELLECTUAL PROPERTY RIGHTS**

### **Our intellectual property**

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, NFTs and graphics in the Services (collectively, the 'Content'), as well as the trademarks, service marks, and logos contained therein (the 'Marks').

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: [support@funtico.com](mailto:support@funtico.com). If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

### **Your submissions**

Please review this section and the PROHIBITED ACTIVITIES section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

**Submissions:** By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ('Submissions'), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You are solely responsible for your Submissions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

## **3. USER REPRESENTATIONS**

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the

legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside but in any case not younger than 18 years; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

#### **4. USER REGISTRATION**

Before using the Service, you may be required to register and read and accept these Terms. You have to provide an username, accurate contact information, inclusive of a valid email address (“Registered Email Address”), and update such information in the future to keep it accurate. It is your responsibility to keep your contact details up to date on your Account. Failure to do so may result in you failing to receive important Account related notifications and information from us, including changes we make to these Terms. We identify and communicate with our Customers via their Registered Email Address.

You must keep your password for the Service confidential. Provided that the Account information requested has been correctly supplied, we are entitled to assume that operations within the platform have been made by you. It is your responsibility to protect your password and any failure to do so shall be at your sole risk and expense. If you believe any of your Account information is being misused by a third party, or your Account has been hacked into, or your password has been discovered by a third party, you must notify us immediately. You must notify us if your Registered Email Address has been hacked into, we may, however, require you to provide additional information/ documentation so that we can verify your identity. We will immediately suspend your Account once we are aware of such an incident. In the meantime, you are responsible for all activity on your Account including third-party access, regardless of whether or not their access was authorized by you.

We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable. On Funtico, like other Web3 or Web 3.0, your blockchain address may function as your identity. Your account on the service (“Account”) will be associated with an address we will associate to you.

In order to start playing, conducting payments, buying, transferring and using NFTs, Tokens and other in-game perks, we may require you to pass certain checks as KYC. You may be required to provide a valid proof of identification and any other document as it may be deemed necessary. KYC may be done by our partners (like payment providers and others) or may be done by us. We reserve the right to restrict Account options on any Account until the required information is received. This procedure is done in accordance with the applicable regulations and the anti-money laundering legal requirements, and our internal KYC/AML policies and procedures.

#### **5. PURCHASES AND PAYMENT**

Funtico is not an exchange, broker, financial institution, money services business, or creditor. Any transactions on the website involving the purchase of Non-Fungible Tokens (NFTs) or Tokens for subsequent use on the Funtico platform shall be conducted exclusively through

third-party financial institutions affiliated with Funtico and duly licensed to facilitate such transactions.

In the event of purchasing Tokens from a third-party service provider not affiliated with Funtico that conducts virtual asset exchange services, players acknowledge that in order to use these Tokens on the Funtico platform, registration and KYC procedures as described in Section 4 of this Terms and Conditions are essential. Players acknowledge that transactions conducted through third party financial institutions or virtual asset exchange providers may be subject to additional terms and conditions imposed by such organisations. Players agree that Funtico is not liable for the security and any losses due to the purchase of Tokens on third-party services not affiliated with the Funtico platform.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same wallet address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

## **6. REFUNDS POLICY**

Players can deposit and withdraw their funds anytime.

## **7. PROHIBITED ACTIVITIES**

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Sell or Pass your account to anyone else !
- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavour or commercial enterprise.

## **8. USER GENERATED CONTRIBUTIONS**

The Services does not offer users to submit or post content unless specifically defined otherwise on one of the services.

## **9. CONTRIBUTION LICENCE**

You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

## **10. ADVERTISERS**

We may allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## **11. SERVICES MANAGEMENT**



We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **12. PRIVACY POLICY**

We care about data privacy and security. Funtico values user privacy and is committed to protecting personal information. The privacy policy outlines how player data is collected, used, and safeguarded.

### **12.1 Information Collection**

- Funtico collects certain information during the registration process, including but not limited to:
  - i. Name, email address, age, and other optional profile details.
  - ii. Technical information such as IP address, device information, and cookies.

### **12.2 Use of Information**

- Collected information is used to facilitate early registration, provide in-game benefits, and enhance the gaming experience.
- Funtico may use aggregated and anonymized data for analytics, research, and marketing purposes.
- Funtico may use the information:
  - i. To provide and maintain the Service
  - ii. To notify you about changes to our Service
  - iii. To allow you to participate in interactive features of our Service
  - iv. To provide customer care and support
  - v. To monitor the usage of the Service
  - vi. To detect, prevent and address technical issues

### **12.3. Data Security**

- Funtico employs industry-standard security measures to protect player data from unauthorized access, alteration, disclosure, or destruction.

### **12.4. Third-Party Disclosure**

- Player information may be shared with trusted third-party service providers for the purpose of improving services or as required by law.

### **12.5. User Rights**

- Players have the right to access, modify, or delete their personal information stored by Funtico.
- Opt-out options for marketing communications should be available and easily accessible.

### **12.6. Cookie Policy**

- Funtico may utilize cookies and similar tracking technologies to enhance user experience.

### **12.7. Children's Privacy**

- Our Service does not address anyone under the age of 18 ("Children").
- We do not knowingly collect personally identifiable information from anyone under the age of 18.

## **12.8. Changes to the Privacy Policy**

- Funtico reserves the right to update or modify the privacy policy from time to time.

## **13. TERM AND TERMINATION**

If you want to terminate the Services, you may do so by (a) notifying us at any time; and (b) closing your Account; provided, however, that notwithstanding any such termination and for the avoidance of doubt, these Terms will continue to apply with respect to any Digital Asset owned by you and all of your User Content. These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **14. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including without limitation, the event of force majeure or unforeseeable and unavoidable behavior on the part of a third party, the malfunction of equipment, periodic updating, maintenance, introduction of new facilities and service, repair of the Service or other actions that Funtico, in its sole discretion, may elect to take. Due to the specific nature of the Internet and telecommunications networks, Funtico cannot guarantee the continuous availability of the Service.

## **15. GOVERNING LAW**

These Legal Terms shall be governed by and defined following the laws of Panama. MINTHAUZ INC and you irrevocably consent that the courts of Panama shall have exclusive jurisdiction to resolve any dispute that may arise in connection with these Legal Terms.

## **16. DISPUTE RESOLUTION**

Any dispute arising out of or in connection with these Legal Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by the Center of Arbitration and Conciliation of Panama, which, as a result of referring to it, is considered as the part of this clause. The seat, or legal place of arbitration, shall be Panama. The language of the proceedings shall be English. The governing law of these Legal Terms shall be the substantive law of Panama.

## **17. DISCLAIMER**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

THE PLATFORM IS COMMITTED TO MAINTAINING THE INTEGRITY AND LEGITIMACY OF ITS SERVICES AND OPERATIONS, AND RESERVES THE RIGHT TO TAKE APPROPRIATE ACTION AGAINST USERS FOUND TO BE ENGAGING IN ACTIVITIES CONTRARY TO THE PROVISIONS OF THIS CLAUSE. THE PLATFORM EXPRESSLY STATES AND AFFIRMS THAT IT DOES NOT OFFER, PROVIDE, OR ENGAGE IN ANY FORM OF INVESTMENT, SPECULATIVE, OR GAMBLING SERVICES TO ITS USERS. THE PLATFORM PROHIBITS USERS FROM ENGAGING IN SPECULATIVE ACTIVITIES, INCLUDING BUT NOT LIMITED TO ATTEMPTING TO ESTABLISH UNOFFICIAL EXCHANGE RATES, HOARDING ASSETS FOR SPECULATIVE PURPOSES, OR ENGAGING IN ANY ACTIONS THAT MAY BE CONSTRUED AS SPECULATIVE IN NATURE. USERS FURTHER ACKNOWLEDGE THAT THE PLATFORM DOES NOT OFFER OR FACILITATE GAMBLING SERVICES OF

ANY KIND, AND ANY ACTIVITIES CONDUCTED ON THE PLATFORM ARE PURELY FOR ENTERTAINMENT AND RECREATIONAL PURPOSES.

FUNTICO OPERATES A WEB3 GAMING PLATFORM THAT INCLUDES A USE OF DIGITAL ASSETS AND NFTS. CRYPTO ASSETS, INCLUDING CRYPTOCURRENCIES AND NON-FUNGIBLE TOKENS (NFTs), MIGHT BE VOLATILE. PRICES OF CRYPTO ASSETS CAN FLUCTUATE WIDELY AND MAY RESULT IN SIGNIFICANT GAINS OR LOSSES IN A SHORT PERIOD.

PLAYERS SHOULD BE AWARE THAT USING CRYPTO ASSETS CARRIES INHERENT RISKS, INCLUDING BUT NOT LIMITED TO:

- **VOLATILITY:** CRYPTO ASSET PRICES CAN EXPERIENCE RAPID AND UNPREDICTABLE CHANGES DUE TO MARKET DEMAND, REGULATORY DEVELOPMENTS, TECHNOLOGICAL ADVANCEMENTS, AND OTHER FACTORS.
- **SECURITY RISKS:** THE DIGITAL NATURE OF CRYPTO ASSETS MAKES THEM SUSCEPTIBLE TO HACKING, CYBERATTACKS, FRAUD, AND THEFT. PLAYERS SHOULD TAKE PRECAUTIONS TO SECURE THEIR ASSETS, SUCH AS USING HARDWARE WALLETS, EMPLOYING STRONG PASSWORDS, AND IMPLEMENTING TWO-FACTOR AUTHENTICATION.
- **REGULATORY UNCERTAINTY:** REGULATORY ACTIONS AND POLICIES GOVERNING CRYPTO ASSETS VARY BY JURISDICTION AND MAY IMPACT THEIR VALUE, LEGALITY, AND USABILITY. PLAYERS SHOULD STAY INFORMED ABOUT REGULATORY DEVELOPMENTS AND COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

IT IS IMPORTANT TO NOTE THAT FUNTICO DOES NOT PROVIDE INVESTMENT ADVICE OR RECOMMENDATIONS REGARDING CRYPTO ASSETS. PLAYERS SHOULD CONDUCT THEIR OWN RESEARCH, SEEK PROFESSIONAL ADVICE, AND CAREFULLY CONSIDER THEIR RISK TOLERANCE BEFORE BUYING AN NFT OR TOKENS.

**FUNTICO DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY LOSSES, DAMAGES, OR CONSEQUENCES ARISING FROM THE USE, PURCHASE, SALE, OR OWNERSHIP OF THE NFTs. PLAYERS ASSUME FULL RESPONSIBILITY FOR THEIR NFTS AND ACKNOWLEDGE THE RISKS ASSOCIATED WITH CRYPTO ASSETS**

## **18. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US

STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **19. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding that is subject to this indemnification upon becoming aware of it.

## **20. USER DATA**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **21. MISCELLANEOUS**

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms. The foregoing does not affect your statutory rights, which may include without limitation the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E-Sign") or any comparable law or rule of your jurisdiction.

## **22. CONTACT US**

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, please contact us at:

**MINTHAUZ INC**

**Advanced Tower, 1st Floor, Panama City, Panama**

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**Panama**

**[support@funtico.com](mailto:support@funtico.com)**