

Happy Marmots NFT Collection – Terms of Use

Last revised: June 2024

WELCOME TO THE HAPPY MARMOTS NFT COLLECTION by OUTDOOR Blob!

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE HAPPY MARMOTS NFT COLLECTION.

These Terms of Use is entered into between you (hereinafter referred to as “you” or “your”), as a NFT Holder and/or a Buyer thereof and, on the other side, Blob (hereinafter referred to as “us” or “we”).

By using (in any possible way) our NFT Services, you fully agree that you have read, understood, and accepted all the terms and conditions stipulated in these Terms of Use (hereinafter referred to as “**Terms**”).

When you decide to access, test or use specific features described or available on the Platform, you may be subject to specific additional terms and conditions that may apply in relation to services and/or products offered by us or by third-party providers.

By accessing the Platform and using any NFT Services, as well as by interacting in any way with an NFT you fully acknowledge to be bounded by these Terms, which forms a legal agreement between you and Blob.

1. Who we are and how to contact us

Blob is the commercial name of BLOB INVEST S.R.L., duly organized and functioning under the laws of Romania, headquartered at Bucharest, 122 Mihai Bravu Road, Bl. D27, 1st Entrance, 2nd Floor, Ap. 6, 2nd District, registered with the Trade Registry of Bucharest under no. **50084733**.

OUTDOOR AFICIONADOS is an ecosystem bridging the Web 2.0 outdoor world with the Web 3.0 technology and opportunities, whereby prospective customers would be offered access to services and/or products offered directly by Blob or by other relevant entities (e.g. merchants, promoters, travel agencies and guides), in a way that Blob expects to meet the trends of the future in the mobile applications and consumption of outdoor-related digital services industry.

This Ecosystem revolves around the Outdoor Blob mobile application, which is in the course of development in order to be available both on the Apple App Store and Android / Google Play. This application is designed as a user-friendly social hiking platform, vested with features such as satellite navigation, SOS alert, community interactions or excursion planning. In addition to these functionalities, in later versions of the mobile application and as close as possible to the Project roadmap, the Ecosystem would include technological enhancements specific to the Web 3.0 digital environment (the “**Aficionados App**”).

The project entails implementing a series of rewards mechanisms for platform-based interactions. These systems of rewarding would create, in aggregate, an internal economy of the Ecosystem, where Credit Points, OAF Token (\$OAF) and NFTs are meant to exhibit engaging and immersive interplays. Users may thus access the products and/or services available in relation to the Platform, and also benefit from various discounts on the products offered through the Marketplace.

The **Happy Marmots NFT Collection** is envisioned to afford several benefits and utilities to the NFT Holders in connection with the Ecosystem.

For the purposes of these Terms, Blob acts only as the retailer of the **Happy Marmots NFT Collection**, unless otherwise stated herein.

If you have any question, please do not hesitate to contact us by email at: contact@happymarmots.io

2. DEFINITIONS (A-Z)

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| “Additional Terms” | refers to all additional terms and conditions that applies to you, even if they are not set out herein or if they are drafted by third-parties or for third-parties’ services/ products, and which (i) indicate, clarify or prescribe relevant rules for the subject of these Terms, such as specific use cases of the NFT Services, airdrops, raffles, referral programs or other features of the Project or (ii) establish access terms to the Platform or to any service/ product/infrastructure directly or indirectly associated with your use of the NFT Services/ NFT; |
| “Applicable Law” | means any law, statute, regulation, code, ordinance, norm, court decision, order, decree, as well any normative act of mandatory application issued by Romanian regulatory authorities, or otherwise applicable in Romania (such as the EU legislation); |
| “Authority” | means any public authority/ institution endowed with governmental, legislative, judicial or executive powers, including its authorized representatives, recognised in accordance with Applicable Law; |
| “Blockchain” | is a system of recording information, in a way that makes it difficult or impossible to change, hack, or cheat the registered data and the system, in general (i) using cryptography and incentivize mechanisms based on crypto-assets, and (ii) being duplicated and distributed across the entire network of computers/ servers connected to this system; |
| “Buyer” | refers to any individual that engages to purchase an NFT directly from the Seller at the Minting Date; |
| “Cases of force majeure” | represents extraordinary events or circumstances which neither Party could have foreseen or prevented by reasonable means, including but not limited to natural disasters, war, revolution, uprising civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, health pandemics, radioactive or chemical contamination or ionizing radiation, except lack of funds, which will not be a Force Majeure Case; |
| “Credentials” | refers to the set of data specifically required to each NFT Holder in order to create, validate and access and re-access any Platform accounts and Electronic Wallets, including but not limited the Private Key and Recovery Phrase; |
| “Cryptocurrency” | pertains to digital or virtual currency that utilizes cryptographic techniques for secure financial transactions and operates independently of a central authority, such as a government or financial institution. It typically relies on blockchain technology, a decentralized ledger system, to record and verify transactions. |
| “Happy Marmots NFT Collection” | refers to the collection of non-fungible tokens projected to consist of a total of 8,848 (eight thousand eight hundred forty-eight) different NFTs, developed on top of the Polygon Blockchain, which are subject to mint, transfer, storage in Electronic Wallets, digital interactions and use within the legal, infrastructure and technological limits of reference established by its issuer; |
| “Electronic Wallet” | means the technical solution that allows a user to store, send or receive digital assets, such as Cryptocurrencies and NFTs, and perform various interactions in connection therewith, by means of the relevant Blockchain infrastructure; |
| “Gas fee” | refers to the fees charged by Blockchain for performing and validating a |

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| | transaction; generally, fees are charged in the native Cryptocurrency used by each Blockchain to fuel its particular consensus mechanism; |
| “NFT Holder” | means any person who owns by holding within its Electronic Wallet or otherwise uses any NFT of the Happy Marmots NFT Collection; |
| “Mint” | refers to the technical process by which an NFT is created on Blockchain via a smart contract, determining the association of certain metadata (e.g. graphic representation) of an NFT with specific transactions/ records / algorithms inscribed in Blockchain registries and transferring the NFT created as such to the Electronic Wallet of the Buyer in exchange for the Purchase Price; |
| “NFT Services” | refers to all potential utilities/benefits assigned by Blob for each NFT, such as exclusive discounts on certain products and services available on the Blob ecosystem, access to raffles, lifetime membership on the Aficionados App, access to Hike2Earn, etc; |
| “Polygon Blockchain” | refers to the layer-2 blockchain infrastructure reportedly founded by Jayanti Kanani, Sandeep Nailwal, and Anurag Arjun and developed in order to resolve Ethereum Blockchain’s scalability problems, as described at https://polygon.technology/ , having its native Cryptocurrency referred to as “\$MATIC”; |
| “Platform” | pertains to the website deployed and operated by Blob by means of which any individual may acquire and potentially use an NFT of the Happy Marmots NFT Collection according to the purposes established herein, as well as any other platform that may decide to implement one or more NFT Services (such as Aficionados App); |
| “NFT (Non Fungible Token)” | is an innovative digital asset, represented by a unique cryptographic token, which is authenticated and verified on a decentralized Blockchain network. Unlike traditional fungible assets, such as currency or commodities, NFTs possess distinctive characteristics that make each unit singular and irreplaceable, thereby conferring inherent scarcity and exclusivity upon its holder; |
| “Private Key” | means the sequence of characters associated with a Cryptocurrency Wallet required to perform any operation with respect to the quantities of Cryptocurrency therein; in general, the Private Key offers the Holder unlimited access to its Electronic Wallet (including to its contents); |
| “Public Address” | means the sequence of characters (letters and numbers) that identifies an Electronic Wallet; |
| “Purchase Price” | stands for the Cryptocurrency accepted by Blob in exchange of the NFTs accessed in the Minting Process, including in the form of corresponding \$MATIC/ \$OAF Token quantities, or fiat amounts; |
| “Royalty” | refers to the entitlement or right of the original creator or rights holder of an NFT to receive a specified percentage or portion of the subsequent sales or transfers of that NFT in perpetuity or for a defined period. |

3. GENERAL PROVISIONS

WE DO NOT OFFER ANY INVESTMENT OR FINANCIAL ADVICE. ANY REFERENCE TO INVESTMENTS DISPLAYED ON THE PLATFORM, WHITEPAPER, OR LITEPAPER ARE MENTIONED ONLY FOR INFORMATIVE PURPOSES.

We do not provide investment or consulting advice of any kind and we are not responsible for the use or interpretation of information available on the Platform (regardless the uploader) or provided throughout other relevant means of communication.

The NFT Services are available only to persons who are at least 18 years of age or are otherwise considered as having full civil capacity of their rights according to the applicable national regulations.

It is incumbent upon all NFT Holders to understand and assume the risks associated with the use of Cryptocurrencies, NFTs and/or other Blockchain – related assets. It is further recommended to exercise a high degree of caution and assume responsibility for any decisions made in relation to any NFT – including the Happy Marmots NFT Collection, bearing in mind that any actions taken shall be at your own risk.

Please take into consideration that the value of any NFT, as any other Cryptocurrency and NFTs on the open market, may change by +/- 100% every second by reference to the acquisition price or by reference to any previous value.

Any prospective utilization of the Happy Marmots NFT Collection which entails the performance of NFT Services on the Platform or other environments (such as Aficionados App), following the successful completion and deployment, shall be exclusively governed by the Additional Terms. Blob retains the right to introduce new terms or policies to the Additional Terms at its sole and absolute discretion.

4. HAPPY MARMOTS NFT COLLECTION. SPECIAL PROVISIONS.

Each user understands and fully assumes that (i) any third - party may try to establish partnerships with different technical infrastructures to implement use cases for some or all items from the Happy Marmots NFT Collection, such as accessing or acquiring services and features, thus other terms & conditions may be applicable in such cases and (ii) we and/or our affiliates do not guarantee or provide any kind of assurances with regard to the value/specific functionality/utility of any NFTs.

Each NFT is envisioned as an innovative digital asset project represented by a unique cryptographic token, which is authenticated and verified on a decentralized Blockchain network. Unlike traditional fungible assets, such as currency or commodities, the NFT possesses distinctive characteristics that make each unit singular and irreplaceable as compared to other similar representations, which shall confer inherent scarcity and exclusivity upon the holder thereof. Regardless of circumstances, acquiring or owning any NFT does not involve/ imply the purchase or transfer of ownership over shares, securities exchangeable into shares or any asset equivalent thereof in existing or future, public or private companies, corporations or any other such entities throughout the world.

Likewise, as a result of acquiring one or more NFTs, Holders shall not be entitled to receive, exercise or issue any requests in connection with or from any companies/ profits/ equities, nor other rights of a similar nature.

Please note that, to the best of our knowledge, the NFTs are not intended to serve as a financial instrument, or to be used as such (pursuant to the Applicable Law, or to other international and national legislations, if relevant), and as a result, they have not received a specific approval from any international or national authority for this purpose.

Whenever during the use of the NFT Services, any applicable legal provisions, whether national or international, that may either modify, extend, suspend or cease the legal regime related to the Cryptocurrency and Blockchain industry will enter into force, the Holder acknowledges that this would constitute a particular case where we would be required to modify the NFT Services in full or in part. In the event that any legal provision becomes applicable after the drafting [Last revised] date of these Terms and its effects will determine us to stop providing any good or service contemplated herein, or to modify the corresponding performances, we shall be held harmless and indemnified in full by the Holder(s) under all theories of liability for any material damages which the Holder(s) may claim or intend to claim in connection therewith.

The Holder acknowledges that Blob reserves the right to periodically update the documentation pertaining to the Happy Marmots NFT Collection, which may include modifications to token metrics, issuance/supply plans, or other aspects that could be deemed necessary for business requirements.

Also, please note that the NFT Services, any digital or technical features related to one or more NFTs, as well as the terms of accessing any Platform or the Aficionados App can be supplemented, amended or ceased as a result of business project modifications occurred.

Upon publication of such updates on the Platform, the NFT Holder shall be considered to have reviewed and accepted the contents of the revised documentation.

5. PROHIBITION OF USE AND COMMITMENTS

Depending on your country of residence, incorporation, or registered office, you may not be able to access or use any of the Services. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you are interacting with our NFT Services and/or the Happy Marmots NFT Collection.

As a NFT Holder, you represent and warrant that you have not been included (directly/indirectly) and have no relationship (directly/indirectly) with any person whose citizen or resident of a country which is/was included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals maintained by OFAC (The Office of Foreign Assets Control of the U.S. Department of the Treasury), the Financial Action Task Force (FATF), International Traffic In Arms Regulations (ITAR) or the denied persons or entity list of the U.S. Department of Commerce. The restrictions herein target the inclusion as a natural/legal person on the above-mentioned lists as well as the inclusion of the NFT Holder's citizenship or residency state.

We have the right to choose the markets and jurisdictions wherever it finds appropriate to conduct the business, and may restrict or refuse, in its discretion, the provision of Services in certain countries or regions.

The NFT Holder acknowledges that each of the NFTs are meant to provide access only to the NFT Services that are conceived in relation to the Platform or the entire ecosystem, as much as reasonably possible in line with the entire description of the Project (all disclaimers included).

6. SALE OF THE HAPPY MARMOTS NFT COLLECTION

Sale. Each interested individual will have the chance to become the first owner of an NFT of the Happy Marmots NFT Collection upon the minting date, provided that the following requirements are met: (i) the purchase process available on the Platform has been properly completed, (ii) the Purchase Price has been paid to and received by Blob, (iii) the Happy Marmots NFT Collection is not sold out and (iv) the Buyer complies in full with these Terms and all Additional Terms applicable at the minting date.

Delivery of the NFT. Provided that the prerequisites mentioned above are satisfied without reserves, a random NFT will be Minted and delivered to the Electronic Wallet from which the payment of the Purchase Price was authorized.

The Buyer recognizes that upon the successful minting of one or more NFTs, random non-fungible token(s) will be generated and assigned to his Electronic Wallet, without the possibility to request another, different crypto-asset or a certain NFT that the Buyer might have desired, from the Happy Marmots NFT Collection or from any other collection of non-fungible tokens in the world.

The Buyer expressly acknowledges and hereby assents that he shall not possess any entitlement to receive additional assets or benefits from Blob beyond the legal and technological scope applicable to the NFTs. This encompasses, but is not restricted to, any potential Royalties, revenues, or analogous forms of remuneration, that were not expressly mentioned by Blob after the full deployment of the smart-contract that governs the Happy Marmots NFT Collection.

Payment. Proof of payment of the Purchase Price and the delivery of the random NFT to the Electronic Wallet provided by the Buyer is produced with the unique code of each transaction (the "**Transaction Hash**"), which can be verified on the following explorer platform: <https://polygonscan.com/>.

The obligation to transfer the Purchase Price will be considered fulfilled once the transaction with the corresponding quantity of relevant Cryptocurrency has been validated at least 15 times, known

as "blocks" (considering the specific role of this operation in the Minting Process – i.e., essential obligation of payment). Similarly, the delivery of the NFTs will be considered complete if the related transaction has been validated by at least 2 blocks.

The Parties hereby mutually consent that upon accessing the Transaction Hash, the following information shall be deemed substantiated: (i) the transaction's status (success, pending, or rejected), (ii) the timestamp of the transaction, (iii) the block in which the transaction was registered along with the number of validations, and (iv) the Gas Fees incurred.

By engaging in a purchase operation related to any NFTs, as a Buyer, you provide Blob with the following warranties:

- you are in full capacity to accept and assume to be legally bound by these Terms, the Privacy Policy, and other Additional Terms applicable to you, as the case may be, for all NFT Services and for accessing any digital medium in connection therewith;
- if you are an individual, you are at least 18 years of age or you meet all legal prerequisites to enter into a binding contract under the Applicable Law (or any relevant laws, as the case may be); or
- if you are a legal entity or acting in the name of a legal entity, that you are duly authorized to act on behalf and in the name of the legal entity, and bind the latter validly; and
- you are a non-U.S. citizen;
- you are not subject to a criminal or fiscal sanctions in your country of residence, citizenship or international;
- you have not been previously banned, removed, revoked, or restricted in any way;
- in your capacity as a Buyer and NFT Holder, you will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing, and so on;
- you are the real owner of the Electronic Wallet used to acquire the NFTs, and you will not use it, regardless of the method or reason, to the benefit of any other person or by conducting transfers with third parties' Cryptocurrencies.

Technical and Legal Limitations. Blob shall bear no liability whatsoever for any sales or utilization conducted by other individuals or entities outside of the Platform.

Buyers acknowledge and agree that there is a purchase limit of 18 NFTs from the Happy Marmots NFT Collection per Electronic Wallet. Blob reserves the right to void or adjust transactions that exceed this limit at their discretion."

7. NO REFUND POLICY

Under no circumstances shall any reimbursements or claim settlements be provided on account of fluctuations in any NFT prices, inclusively for, but not limited to, reasons such as promotional prices, discounts, or any other special offers.

The Holder acknowledges that each NFT shall be unequivocally recognized as a unique and distinct NFT. Upon the acquisition of any NFTs, the transaction is immutably registered in the Blockchain, in conjunction with the Public Address of the Buyer/Holder.

Consequently, in light of the irreversible registration of the Public Address within the historical lineage of each NFTs, equivalent to their unsealing/personalization, the Holder shall not be entitled to seek any form of refund or redemption.

8. ELECTRONIC WALLET SECURITY

BLOB DOES NOT HAVE ACCESS TO AND NEVER STORES ANY PRIVATE KEYS OR OTHER CREDENTIALS. ESPECIALLY THE PRIVATE KEY SHOULD BE KNOWN ONLY TO THE NFT HOLDER AND MUST NEVER BE DISCLOSED TO ANY ANOTHER PERSON.

We shall not be held liable for any actions or inaction in relation to your Electronic Wallets. You solely responsible for:

- setting up and keeping all your Credentials confidential;
- accessing and using the Recovery Phrase or other recovery method/additional security measures, as the case may be, by strictly observing the relevant instructions published by the provider of your Electronic Wallet infrastructure and the general knowledge state-of-the-art regarding crypto-payments and safe storage of crypto-assets;
- performing the backup of your Electronic Wallet and for keeping safe the Recovery Phrase;
- any action or transfer done by you or any other person intentionally, negligently or even with your implicit consent in connection with the NFTs, Electronic Wallet/s or Platform accounts and Cryptocurrencies.

Please take into account that any action in connection with the Electronic Wallet/s and the NFTs shall be deemed to have been made exclusively by you.

We shall not be held liable for any loss or consequences caused by authorized or unauthorized use of Electronic Wallets, NFTs or Cryptocurrencies, such as access caused by/through any information disclosure, information release, privacy keys theft, wallet vulnerability exploitation, fake apps, social engineering, scamming methods, hacking (including CEXs/DEXs hacks), malware, phishing, and so on.

9. RESTRICTIONS

During your use of the NFT Services, you hereby firmly assert that at any point you:

- fully comply with the requirements set out in the Applicable Laws and regulations, as well as throughout these Terms;
- do not violate other person's rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other person from using the NFT Services;
- refrain from any type of market manipulation in connection with the NFTs (such as but not limited to pump and dump schemes, self-trading, wash trading, quote stuffing, front running, or spoofing and layering, regardless of any legal prohibition);
- not try to identify any vulnerability of the Platform, Electronic Wallets, NFT Services or any systems user to transfer Cryptocurrencies (including the third party integrated), or violate any security or authentication measures.

You expressly empower us to perform any action necessary to identify and investigate violations of these Terms and/or of the Additional Terms, unilaterally determine whether you have violated any provisions and take actions (without your prior consent or notice) such as, but not limited to (if technologically possible):

- blocking and closing your ongoing activities;
- freezing your activity, connectivity of the Electronic Wallet you are associated with any of our Platforms, Platform accounts, or NFTs usability;
- reporting the incident to the competent authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information published by you that are deemed to consist violations.

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by our Terms, or may directly/indirectly violate its provisions;
- is related to illegal activities or it is made with the purpose of causing harm to another person, regardless of the way in which this purpose is done, pursued or achieved.

10. INDEMNIFICATION

You agree to indemnify and hold harmless us, our affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with the NFTs, (ii) your breach of these Terms, or (iii) your violation of any applicable laws, regulations, or third party's rights during or resulting from your use of the NFT Services.

In such cases, we will have the right, in our sole discretion, to control any actions or proceedings and to determine whether we wish to settle, and if so, on what terms, to the fullest extent permitted by the Applicable Law.

11. WARRANTY AND DISCLAIMERS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE NFT SERVICES. WE PROVIDE THE NFT SERVICES "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE". YOUR USE OF THE NFT SERVICES, INCLUDING OUR CONTENT WITHIN THE NFT SERVICES (and excluding the content posted by users), IS DONE AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

YOU HEREBY UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT.

WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT ANY DIGITAL ASSET FROM THE HAPPY MARMOTS NFT COLLECTION, NOR ABOUT ANY CONTENT LINKED TO THE NFT SERVICES, THE SUPPORT WE PROVIDE FOR THE NFT SERVICES, THE SPECIFIC FUNCTIONS OF THE NFT SERVICES, THE SECURITY OF THE NFT SERVICES, OR THE NFT SERVICES' RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT ANY NFT (INCLUDING IN RESPECT OF ITS UNDERLYING VALUE), THE NFT SERVICES, OR ANY OTHER AVAILABLE FEATURE OR REGARDING THEIR PROFITABILITY, ACTUALLY, ACCURACY, USABILITY ETC.

YOU UNDERSTAND AND ASSUME THAT ANY DECISION AS A RESULT OF YOUR ACCESS TO OR IN CONNECTION WITH THE NFTS, NFT SERVICES, CONTENT AVAILABLE ON THE PLATFORM OR ANY OTHER FEATURES RELATING THERETO IS BASED SOLELY ON YOUR OWN RESEARCH AND RESPONSIBILITY.

SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR NON-INFRINGEMENT OR FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL SUCH PROMISES OR WARRANTIES, EITHER IMPLIED OR EXPRESS, REGARDING THE NFTS, NFT SERVICES AND OUR PLATFORMS.

12. LIABILITY

To the fullest extent permitted by Applicable Law, you agree and understand that we will not be liable for: any indirect, special, incidental, consequential, treble or other multiples of damages, exemplary or punitive damages arising from or in connection with these Terms or your use of the NFT Services.

We and our affiliated entities shall not be held liable for any loss of profits, revenues, business opportunities, diminution in value or any other losses (collectively “**Losses**”) arising from or in connection with these Terms or your use of or access to the NFT Services/NFTs, including, but not limited to:

- (i) the deletion, alteration, mis-delivery or failure of NFTs to other Electronic Wallets while using the NFT Services; ???
- (ii) downloading or sharing of information, including personal information, during your use (or a use you have authorised either implicitly or explicitly) of our NFT Services;
- (iii) the unauthorized access to your Electronic Wallet/s;
- (iv) services provided by third - parties in connection with the NFTs;
- (v) your dealings with or participation in promotional campaigns of third - parties found while using our Services.

We will not be liable for damages caused by others, the wrongful or unlawful actions of third parties, or an act of God. The limitations and exclusions in these Terms will apply whether or not we have been advised or should have been aware of the possibility of any losses that may arise in this regard.

Without detracting from the general nature of the aforementioned, the NFT Holder acknowledges that the Project may entail various risks of losing the access to or the underlying value of any digital assets existing or envisioned in connection therewith. Such risks can occur as a result of, but not limited to, any Platform developments, unfortunate situations which triggers the impossibility to respect the Project roadmap, failures of the infrastructure which integrates the Project or supports critical components of the NFT Services, etc. Furthermore, Blob does not provide any assurances or guarantees that the Platform, the NFT Services or each NFT will meet one or more peoples’ expectations in terms of product-market fit, network adoption, or distribution.

Blob does not make any promises or representations regarding the success of the overall strategic concept for the Platform, of the Happy Marmots NFT Collection, or of the Project as a whole, and you should take into consideration that any such objectives usually depend on factors such as market receptiveness as to consume the NFT Services or any category of digital services and/or products which integrates or is otherwise related to the NFT Services. Consequently, the NFT Holder shall not held Blob liable in any way for these cases also.

To the fullest extent permitted by law and except as otherwise stated in these Terms, we are not liable in connection with any disputes arising out of or relating to the subject of these Terms.

Cases of force majeure shall suspend the NFT Services, any functionality of any or all NFTs or the Platform, as the case may be, until these cases cease to produce such effects. If, due to the nature or extent of the particular Case of force majeure, such effects are likely to be permanent or for an extended indefinite period, these Terms will terminate without our liability.

13. We can make changes

We might change, add or remove parts of these Terms at any time and in our sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify such changes by simply updating the terms on our Platform and modifying the [Last revised] date displayed on this page.

All modifications or changes to these terms will become effective upon publication on the Platform or release to users.

It is your responsibility to review the amended Terms. Your continued use of the Services following the changes to the Terms, you accept and agree to the changes, and that all subsequent activity performed by you will be subject to the amended Terms.

If you have any question regarding or in connection of the information mentioned in these Terms, please do not hesitate to do directly contact us.

14. How you may use our material

We are the owner or the licensee of all patrimonial intellectual property rights referring to the Platform, Happy Marmots NFT Collection, the NFT Services and any other materials publicly disclosed by us. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You accepted use includes printing off coping and downloading extracts of any page(s) from our website for your personal use, as well as your possibility to draw attention of others within your organization in respect of the content posted on our website / within the NFT art work and source codes / any such feature of the NFT Services.

However, you are not allowed to modify the paper or digital copies of any materials you have printed off or downloaded in any way / for any purpose, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text, without our prior endorsement.

Our status (and that of any identified contributors) as the authors of content posted on our website / within the NFT art work and source codes / any such feature of the NFT Services must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you perform any action in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

15. Which country's laws apply to any disputes?

The Applicable Law (laws applicable in Romania) shall apply to all elements of the legal relationship existing between us and Buyers, NFT Holders and any other person or entity, as the case may be.

16. Severability

To the maximum extent permitted by the Applicable Law, any invalid or unenforceable term or provision of these Terms shall not affect the validity or enforceability of the remaining terms and provisions thereof or the validity or enforceability of the offending term or provision in any other situation. To the maximum extent permitted by the Applicable Law, you and us, acting in good-faith, shall attest the nullity or unenforceability of the respective term or provision and shall replace it by a valid or enforceable term or provision which most accurately reflects the economic and legal purpose of the invalid or unenforceable term or provision.