

XOCIETY Frontier NFT Avatar Terms of Service (TOS)

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Introduction

Welcome to XOCIETY, a platform for the creation of non-fungible tokens ("NFTs"). By using our platform, you agree to be bound by these Terms of Service ("Terms"). Please read these Terms carefully before using the platform.

Eligibility

You must be at least 18 years of age and have the legal capacity to enter into a contract to use our platform. By using our platform, you represent and warrant that you meet these eligibility requirements.

License

By creating an account on our platform, you are granted a non-exclusive, non-transferable, limited license to use the platform and mint NFTs. You agree to comply with all applicable laws and regulations in connection with your use of the platform.

Ownership and Rights

You retain all ownership rights in any NFTs that you mint on the platform. However, you grant us a non-exclusive, transferable, sublicensable, royalty-free license to display your NFTs on our platform and in connection with our marketing and promotional activities. You represent and warrant that you have all necessary rights to grant this license.

Frontier Avatar Staking Service

You may use Staking NFTs (Frontier Avatar Staking (hereinafter "Service")) to receive Staking Rewards from the Supported Entity.

By using the Service, on any supported network, you consent to be bound by, assent to the terms and conditions of, make representations and warranties set forth in, and will become a party to these Terms.

Definitions

- **Staking:** The act of holding and locking NFTs in the particular wallet by the account holder to gain Staking Rewards.
- **Staking Rewards:** The tokens distributed by the Supported Entity such as Txcelerator. Staking Rewards are calculated based on the assets you hold in the

particular wallet used to stake and by actions required by the specific game you are accessing.

- **NFT:** The underlying digital asset that can be used to stake on the Service.
- **Supported Entity:** Any entity for which the Frontier Avatar Staking is bound, utilizing the Service to perform staking, including but not limited to electronic wallets such as Portis.
- **Token:** The underlying digital asset of the supported entity.
- **Claim:** The user action required to receive what is described as reward(s) in return for the staking activity.
- **Account Holder:** The party using the Service to gain Staking Rewards.

Staking Responsibilities

a. During the term, the Account Holder shall provide the following:

- Staked NFTs with a validated crypto wallet acceptable to the Frontier Avatar Staking to receive Staking Rewards.
- Staked NFTs will be subject to the Account Holder. This includes but is not limited to ineligibility to receive Staking Rewards for misuse caused by the account holder.
- The Account Holder is responsible for maintaining the security of their accounts and assets involved with the Service at all times.

b. During the term, the Service will provide the following:

- The Service will be operated in a diligent and professional manner and in accordance with applicable industry standards.
- Reasonable security safeguards will be employed for Frontier Avatar Staking to protect the integrity and availability of the Service.

Prohibited Conduct

You agree not to use our platform for any illegal or unauthorized purpose, including but not limited to:

- Uploading or sharing content that infringes on the intellectual property rights of others.
- Engaging in any activity that is harmful, fraudulent, or deceptive.

- Violating any applicable laws or regulations.
- Impersonating another person or entity.
- Disrupting or interfering with the operation of our platform.
- Circumventing or manipulating our security measures or the security measures of our users.

Data Privacy and Security

Our Privacy Policy, which is incorporated herein by reference, details the manner in which we collect, use, and disclose your personal information. By using the Service, you consent to the data practices described in our Privacy Policy.

While we implement reasonable measures to safeguard your data, it's important to note that absolute security cannot be guaranteed. Rest assured, our practices align with GDPR, CCPA, and other pertinent data protection regulations.

User(Account Holder) representations

By using the Services, you represent and warrant that:

- all information you submit will be true, accurate, current, and complete;
- you will maintain the accuracy of such information and promptly update such registration information as necessary;
- you have the legal capacity and you agree to comply with these Terms;
- you are not a minor(or obtained consent from your parent if you are minor) in the jurisdiction in which you reside;
- you will not access the Services through automated or non-human means, whether through a bot, script or otherwise;
- you will not use the Services for any illegal or unauthorized purpose; and
- your use of the Services will not violate any applicable law or regulation.

Services Management

We reserve the right, but not the obligation, to:

- monitor the Services for violations of these Terms;

- take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities;
- 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 activities or any portion thereof;
- in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content, except User content, that are excessive in size or are in any way burdensome to our systems; and
- otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

Modifications to the Service

We reserve the right to modify or discontinue, temporarily or permanently, the Service or any part of it with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Fees

We may charge fees for certain services provided on our platform, such as creating NFTs. We will notify you of any fees before you incur them, and you will be responsible for paying any applicable fees.

Disclaimers

Our platform and services are provided on an "as is" and "as available" basis, without warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not guarantee that our platform will be uninterrupted or error-free, or that it will meet your specific requirements.

Limitation of Liability

To the maximum extent permitted by law, we will not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with your use of our platform, including but not limited to loss of revenue, profits, or data, whether or not we have been advised of the possibility of such damages.

Indemnification

You agree to indemnify, defend, and hold us harmless from any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with your use of our platform or any breach of these Terms.

Termination

We may terminate your access to our platform at any time for any reason without notice. You may also terminate your account at any time by contacting us. Upon termination, your license to use our platform will immediately terminate.

Governing Law

These Terms and any disputes arising out of or in connection with them will be governed by and construed in accordance with the laws of Singapore without giving effect to any principles of conflicts of law.

Third-Party Connections and Tools

All transactions on our service are handled by third-party electronic wallet extensions. Each of these has its own Terms of Service, which you should familiarize yourself with. You can find them at the links below:

- MetaMask: <https://consensys.net/terms-of-use>

Modifications

We may modify these Terms at any time by posting notification of the changes with 14 days prior notice. Changes to our Terms will be notified by clear statements across XOCIETY's platforms, such as SNS and this site.