



## NFT FOR PLANET TERMS AND CONDITIONS

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### Table of Contents

- 1) Welcome
- 2) The Smart Contract
- 3) Changes
- 4) Perks
- 5) Presale Participation
- 6) Children Privacy
- 7) The Sale
- 8) Tax
- 9) Intellectual Property Rights
- 10) Trademark
- 11) Your Intellectual Property Rights
- 12) No Investment Advice; Investment Risks
- 13) Privacy
- 14) Restrictions
- 15) Risks
- 16) Disclaimer of Warranties
- 17) Limitation Of Liability
- 18) Indemnification
- 19) Termination Rights
- 20) Disputes
- 21) Copyrights
- 22) Severability
- 23) Assignability
- 24) Governing Law
- 25) Miscellaneous
- 26) Supports

**PLEASE READ CAREFULLY**

## 1. Welcome

Thank you for choosing the **NFT for Planet** site. The Site and platform is Owned and operated by **SMS Swiss Mobile Service Ltd** accessible at [www.nftforplanet.com/](http://www.nftforplanet.com/). These terms and conditions constitute a legally binding agreement (the “Agreement”) between you (also referred to herein as “You”, “Your” or “User”) and **NFT for Planet** (“we” or “us” “our”), governing your purchase of the **NFT for Planet Collections** as part of the NFT Collection Offering (the “Offering”). By participating In this Offering, or accessing and using the NFT site (including by purchasing any collectibles herein), you are deemed to have read, accepted, and agreed to be bound by these Terms. We may change or amend these Terms at any time at our sole discretion. Any changes to these Terms will be in effect as of the “LAST REVISED” date described at the top of this page. You agree that the nature of the site, and any part of it, may change from time to time without prior notice to you, and that we may add new or remove existing part and change any feature of the site.

## 2. The Smart Contract

**NFT for Planet** Collection is a Non-Fungible token based on the Ethereum blockchain which uses smart contracts (“Smart Contracts”) as an immutable ledger for all transactions that occurs on the blockchain Network. In simple terms, all **NFT for Planet** token purchases are outside of the control of our control, if you purchase a token on the site, you agree that the NFT are subject to risks & volatilities. To continue to access the site, you will need to have an external wallet connected to the site, you warrant that **NFT for Planet** do not own or control these third-party site, including the Ethereum network, or any other third party site, (including third party wallets or marketplaces).

You agree to waive **NFT for Planet** for any acts or omissions of any third parties, nor do we be held liable for any damages that you may suffer as a result of your transactions or any other interaction with any third party site. You understand that **NFT for Planet** has no control over the transfer, storage, or maintenance of any **NFT for Planet Collection** you own or purchased.

## 3. Changes To Services

**NFT for Planet** mandatory right is includes the right to modify, add or remove, or discontinue, temporarily or permanently, any part of the Services in its own discretion. You agree to waive us for any acts or omissions for any modification, suspension, or discontinuance of the Services, including in relation to any **NFT for Planet** Collections.

#### 4. Perks

A Collector (one who holds and/or purchase a **NFT for Planet** Collection) is entitled to receive special perks experience, or opportunities as determined by us without any obligation (“Perks”) these Perks benefits will be activated and remain open within a certain period of time after the NFT are first made available for sale (open sale).

There is no representation or guarantee from us that any Collector will achieve any particular outcome as a result of owning any **NFT for Planet** Collection or receive any Perks. We reserves the right, at our sole discretion, to limit, restrict, or deny any Perks to any Collector, including to limit the period of time when a Perk is available, at any time. Perks are not intended to be an endorsement of any project, or NFT. We makes no recommendation and provides no investment advice in connection with any Perks

#### 5. Presale Participation

You must register to be whitelisted or connect a supported External wallet to the site to purchase an hold an **NFT for Planet** collection. This action is necessary to participate in the presale and have access to use the site, including performing a Transaction on the site. These digital wallets enables you to hold, store, purchase, and engage in Ethereum cryptocurrency, ETH transactions. When you connect your wallet with us, you understand and agree that

- you are solely responsible for maintaining the security of your wallet and your control over any wallet-related authentication transactions, private or public cryptocurrency keys, NFTs or cryptocurrencies that are stored in or are accessible through your wallet;
- Any unauthorized access to your wallet by third parties could result in the loss or theft of your **NFT for Planet Collections** and/or funds held in your wallet and any associated wallets, including any linked financial information such as bank account(s) or credit card(s) might be tampered with;
- **NFT for Planet** is not responsible for maintaining the security of your cryptocurrency wallet;
- **NFT for Planet** has no responsibility or liability to you for any unauthorized access to or use of your cryptocurrency wallet or if you are unable to locate your credentials;
- If you notice any unauthorized or suspicious activity in your wallet please notify our support channel immediately;

#### 6. Children Privacy

The **NFT for Planet** project is not targeted towards children. You agree that you are over the age of 18, or above the legal age of your jurisdiction, whichever is greater.

## 7. The Sale

We offer our **NFT** collection from a dedicated website ("Sale"). The NFT acquisition does not confer any rights on the site or in the future development. When each **NFT for Planet** Collection is sold, the agreement of sale is between **NFT for Planet** and the first Purchaser. If the first Purchaser decides to sell a **NFT for Planet** Collection it is referred to as ("Secondary Sale"), then **NFT for Planet** will not be a party to any sale agreement between the new buyer, seller, or (facilitator of the Secondary Sale).

If any owner of a **NFT for Planet** Collection ("Collector") transfers or sale a **NFT Collection** to another (secondary collector),

- I. it is your responsibility as the Collector, to notify the new/secondary collector of these Terms and require the new collector to comply with these Terms,
- II. the Collector License will automatically transfer to such subsequent collector, and such other collector will be deemed the "Collector" (for purposes of such **NFT for Planet Collection** and the Collector License to the underlying NFT Intellectual Property (as defined below)) and will be subject to these Terms, and
- III. you, as the seller or one who is transferring the **NFT for Planet** Collection, will cease to have any further rights to the **NFT** and intellectual property related to the NFT.

By initiating a purchase on the Site (including by minting), you consent that you are submitting a binding offer to purchase a **NFT for Planet** Collection, you acknowledge that it is your responsibility to pay all applicable fees associated with such Transaction, and you authorize us to automatically charge and collect such fees from your payment type or wallet. If you are an Initial Purchaser, then all amounts due are to be paid to **NFT for Planet**. As such, if you sell a **NFT for Planet Collection** on a third-party marketplace, you agree to include a statement substantially similar to the following in the description of the NFT.

No refunds shall be considered except with respect to any statutory warranties or guaranties that cannot be excluded or limited by law.

## 8. Tax

You agree to be responsible for any and all value added taxes and charges, imposed by any directive, associated with your purchase of the **NFT for Planet Collections**, or Perks (including,

without limiting, any tax that may become mandatory as a result of your transfer, ownership, Intellectual Property, purchase, or sale of a **NFT for Planet** Collection).

## **9. Intellectual Property Rights**

The product launch of **NFT for Planet** will generate 5000 traits of **NFT for Planet** Collections that correspond to pieces of art hosted on Ethereum block-chain Network. You acknowledge that the Services may contain features or contents (“Services Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. **NFT for Planet** retain all right, title and interest in and to the Services, including the technology and software used to provide the Services. The Services are protected by copyright, trademark and other laws. If you violate these Terms, you may be breaking the law, including by violating our intellectual property rights. **NFT for Planet** may actively protect its intellectual property rights in the event you violate these Terms (including by seeking injunctive relief). In addition, you agree not to modify, create derivative works of, decompile, or otherwise attempt to extract source code from the Services.

Any use of the Services other than as specifically authorized herein is strictly prohibited.

## **10. Trademark**

The name and logo are trademarks and service marks of **NFT for Planet** (collectively the “**NFT for Planet** Trademarks”). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to **NFT for Planet**. Nothing in these Terms or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of **NFT for Planet** Trademarks displayed on the Services, without **NFT for Planet**'s prior written permission in each instance. All goodwill generated from the use of **NFT for Planet** Trademarks will inure to our exclusive benefit.

## **11. Your Intellectual Property Rights**

You acknowledge and agree that **NFT for Planet** (obviously and **SMS Swiss Mobile Service Ltd.**) owns all legal rights, title and interest in all intellectual property rights of the content available with the **NFT for Planet** collections (“**NFT Intellectual Property**”), including but not limited to copyrights and trademarks in the said **NFT Intellectual Property**. As the copyright owner, **NFT for Planet** has the exclusive right to reproduce, prepare derivatives of, distribute, display, perform and otherwise exercise and exploit the **NFT Intellectual Property**, subject to Collector Licenses.

Subject to continued compliance with these Terms, **NFT for Planet** grants Collector a non-sublicensable, limited, non-assignable, worldwide and non-transferable (except as part of a Secondary Sale), royalty-free license to display and use the NFT Intellectual Property solely for your non-commercial purposes (except as expressly permitted herein), including the right to display such NFT Intellectual Property privately or publicly:

- (i) for the purpose of promoting or sharing the purchase of, ownership Intellectual Property of, or Collector's interest in such **NFT for Planet Collection**,
- (ii) for the purpose of sharing, promoting, discussing, or commenting on such **NFT for Planet** Collections or NFT Intellectual Property;
- (iii) within decentralized virtual environments, virtual galleries, virtual worlds, virtual museums, or other navigable and perceivable virtual environments (the "Collector License").

While the Collector has the right to sell, trade, transfer, or use their virtual worlds, Collections, the Collector may not make commercial use of the NFT Intellectual Property.

## **12. No Investment Risks; Investment Advice**

We hope to continue to develop this project and community. We have released a roadmap outlining some of the future goals we hope to accomplish. While we intend to work towards those goals, sometimes things happen and we cannot guarantee that this original project will sell out entirely nor can we guarantee future developments. You agree that your purchase of a **NFT for Planet Collection** from our initial project is all you are guaranteed to receive with your initial purchase. Any future potential airdrops, community gatherings, or other benefits are ancillary to this purchase and not to be taken into consideration with your initial purchase. You agree that you are not relying on any future commitments by **NFT for Planet** in using this site and participating in our NFT launch.

All information on this Site and any contents provided in connection with the **NFT for Planet Collection** or **NFT for Planet** Perks are intended for information purpose only and do not constitute, and should not be construed as, investment advice or a recommendation to buy, sell, or otherwise transact in any digital asset including any products or services or an invitation, offer or solicitation to engage in any digital investment activity please consult your professional.

In addition, nothing on this Site or any material provided in the site shall, or is intended to, constitute financial, accounting or legal or tax advice. We strongly recommend that you seek a professional investment advice before making any buy decision. Any buy decision that you make should be done after assessing your risks and consultation with your investment adviser.

### 13. Restrictions

You agree that you will not, in anyway permit any third-party to, do or attempt to do any of the following without the **NFT for Planet**'s express prior written consent;

- (i) Interfere with the Services, servers or networks connected to the Services in any manner that could negatively affect the users of the site or that could damage, disable, overburden or impair the functioning of the site in any manner;
- (ii) violate any applicable state, local, international, national law, or any regulations having the backing of the law, or which would involve proceeds of any unlawful activity;
- (iii) attempt to access or otherwise obtain any materials or contents through any means not intentionally made available or provided for through the site;
- (iv) use the Services or any **NFT for Planet** Collection or Intellectual Property to advertise or offer to sell or buy any goods or services for any purpose that is not specifically authorized herein;
- (v) use the Services or any **NFT for Planet** Collectible NFT or Intellectual Property to promote any criminal activity or provide instructional material about illegal activities;
- (vi) use the Services or any **NFT for Planet Collection** or Intellectual Property to carry out financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments.

### 14. Privacy

Our terms and Privacy Policy is a part of our agreement with you. Please read our Privacy Policy, which explains the Services and informs you of our data collection practices.

### 15. Risks

Following the risks in selling, purchasing or using the **NFT for Planet** Collectibles. Please be aware that

- the price and liquidity of cryptocurrency assets, (**NFT for Planet** Collectibles NFTs), are extremely volatile and may be subject to price fluctuations.
- Large fluctuations in other digital assets could materially and adversely affect **NFT for Planet** Collectibles, which may also be subject to significant price volatility.
- The Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of **NFT for Planet** Collectibles. **NFT for Planet** Collectibles are not legal tender and are not backed by any government.

- Transactions of **NFT for Planet** Collectibles may be irreversible, lost due to fraudulent or accidental transactions which may become un-recoverable.
- Some Transactions of **NFT for Planet** Collectibles NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the Transaction.
- The value of **NFT for Planet** Collectibles NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for **NFT for Planet** Collectibles NFTs, which may result in the potential for permanent and total loss of value of a particular **NFT for Planet** Collectibles NFT.

You agree and understand that You are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that we do not give advice or recommendations regarding any **NFT for Planet** Collectibles, including the suitability and appropriateness of, and investment strategies for, **NFT for Planet** Collectibles. You agree and understand that you access and use the **NFT for Planet** Collectibles, IP, and Perks at your own risk.

## **16. Disclaimer of Warranties**

Your use of the services, **NFT for Planet** collectibles, IP and perks is at your sole risk. except as expressly provided to the contrary in a writing by **NFT for Planet**, The services, perks, services content, and any and all **NFT for Planet** collectibles are provided on an “as is” and “as available” basis without warranties or conditions of any kind, either express or implied.

**NFT for Planet** collectible are intangible digital assets. They exist only by virtue of the ownership record maintained in the ethereum network. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger within the ethereum platform.

## **17. Limitation Of Liability**

As the law permits us, in no event will **NFT for Planet** or its licensors be liable to you or any third party for any loss of profit or any indirect, consequential, exemplary, incidental, special or punitive damages arising from these terms, the site, the services, site content, **NFT for Planet** collectible, IP, perks or third party sites and products, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if they have been advised of the possibility of such damages. access to, and use of, the site, the services, **NFT for Planet** collectible, IP, perks or third party sites and

products are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom.

## **18. Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless **NFT for Planet** and its Representatives (collectively, the “Indemnitees”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to

- I. your use or misuse of the Site, the Services, **NFT for Planet Collections**, IP or Perks,
- II. your violation of these Terms, or
- III. your violation of the rights of a third party, including another User. You agree to promptly notify **NFT for Planet** of any third party Claims and cooperate with the applicable Indemnitee in defending such Claims.

You further agree that the Indemnitees shall have the right to control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US.

## **19. Termination Rights**

You agree that **NFT for Planet**, may suspend or terminate your account or access or use to the site or Perks and remove and discard any content within the site, for any reason in its sole discretion, **NFT for Planet** may also in its sole discretion and at any time discontinue providing the Services or Perks, or any part thereof, with or without notice. You agree that any termination of your access to the site or Perks under any provision of these Terms may be effected without prior notice, and acknowledge and agree that **NFT for Planet** may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the site or Perks. Further, you agree that **NFT for Planet** will not be liable to you or any third party for any termination of your access to the Services or Perks.

## **20. Disputes With Users Or Collectors**

You agree that you are solely responsible for your interactions with any other Collector or Users in the Services. **NFT for Planet** have no liability or responsibility with respect thereto. **NFT for Planet** has no obligation, to become involved in any way with disputes between collectors and any other User. If you have any dispute with a collector please contact **NFT for Planet** support.

## **21. Copyright**

The Materials (including the **NFT for Planet** Collectibles) accessible from the Site, the Products, and the Services, and any other website owned, operated, licensed, or controlled by us are our proprietary information and valuable intellectual property and we retain all right, title, and interest in such Materials. No rights, title or interest in any such Materials are transferred to you by reason of the access to the Site, the Products, or the Services.

All Materials, such as text, graphics, photographs, video and audio c|Intellectual Property, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software are the property of **NFT for Planet** or its content suppliers and are protected by international copyright laws.

## **22. Severability**

Should any provision in these Terms be found invalid by a court of competent jurisdiction, the parties however agree that the court would endeavor to give effect to the parties' intentions as reflected in the provision, and any other remain in full force and effect.

## **23. Assignability**

You may not at anytime assign the Terms herein without the prior written consent of **NFT for Planet**, but we reserve the right assign or transfer these Terms, in whole or in part, without restriction.

## **24. Governing Law**

These Terms and the NFTs offered herein shall be governed and construed under the laws of The Swiss Laws without regard to its conflict of law provisions.

## **25. Miscellaneous**

These Terms and Conditions shall constitute the entire agreement between **NFT for Planet** and you (collector) and also govern your use of the site, including the **NFT for Planet Collections**, and Perks. Except as expressly provided herein, these agreement are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

The section titles in these Terms have no legal or contractual effect but are for convenience only. We will provide Notices to you via email Or provide notices to you of changes to these Terms or other features by displaying notice changes on the specific page.

## **26. Supports**

If you have any questions or comments about the NFTs site or these Terms please contact our customer support team at **[contact@nftforplanet.com](mailto:contact@nftforplanet.com)**