

# Terms Of Service

Last Updated: October 27, 2023

## 1. Introduction

Welcome to MonoNFT, owned and operated by Mono Money Pty Ltd (ACN 650 946 893).

These Terms of Service govern your access to and use of the MonoNFT website and any software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore and create NFTs, and using our tools, at your own discretion, to connect directly with others to mint, purchase, sell, or transfer NFTs on public blockchains.

We may also change the Terms of Service at our discretion and without notice. By continuing to use our website you accept MonoNFT Terms of Use as they apply from time to time. A copy of our current Terms of Use is Available on our website at all times. This disclaimer is in no way limited or altered by any other terms or conditions on this website.

## 2. Accessing the Service

In order to create and account on MonoNFT you will need a blockchain address and a third-party wallet to access the Service. By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with MonoNFT, and MonoNFT does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. MonoNFT accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone.

We require all users to be at least 18 years old. If you are at least 13 years old but under 18 years old, you may only use MonoNFT through a parent. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old.

## 3. Ownership

The MonoNFT website (mononft.net) including its images, logos, scripts, designs, text, graphics, pictures, data, software, sound files, other files are the proprietary property of MonoNFT or our affiliates or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

You are hereby granted a limited, nonexclusive, nontransferable and personal license to access and use the Service provided, however, that such license is subject to your compliance with these Terms.

If any content or other materials owned by us are distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-transferrable, and non-exclusive right and license to access and display such software,

content, and materials provided to you as part of the Service, in each case for the sole purpose of enabling you to use the Service as permitted by these Terms, provided that your license in any content linked to or associated with any NFTs is solely as set forth by the applicable seller or creator of such NFT.

#### **4. Third Party Services**

MonoNFT does not make any representations or warranties about this third-party content visible through our Service, including any content associated with NFTs displayed on the Service, and you bear responsibility for verifying the legitimacy, authenticity, and legality of NFTs that you purchase from third-party sellers. We also cannot guarantee that any NFTs visible on MonoNFT will always remain visible and/or available to be bought, sold, or transferred. Users are solely responsible for any content related to their NFTs.

Sellers are solely responsible for determining and establishing the price of an NFT, inclusive of any applicable tax. Additionally, to the extent applicable, they are solely responsible for any mint count and minting mechanics for NFTs they sell.

For its Service, MonoNFT may receive certain fees. NFT Creation and Minting costs, fees, and expenses are not collected by MonoNFT and it cannot refund them.

#### **5. Links from this website**

Our website is linked to other websites over which we have no control. We make no representations about the accuracy of information contained on those websites. We are not liable for the content on those websites.

#### **6. Anti-Money Laundering and Counter-Terrorism Financing Act 2006**

I give consent for Mononft to disclose my names, residential address and date of birth to a credit reporting agency and ask the credit reporting agency to provide an assessment of whether the personal information so provided matches (in whole or in part) personal information contained in a credit information file in the possession or control of the credit reporting agency to assist in verifying my identity for the purpose of Anti-Money Laundering and Counter-Terrorism Act 2006. The credit reporting agency may prepare and provide Mononft with such an assessment and may use the personal information contained in credit information files of you and other individuals for the purpose of preparing such an assessment.

I confirm that I am authorised to provide the personal details presented and I consent to my information being checked with the document issuer or official record holder for the purpose of confirming my identity.

#### **7. Jurisdiction**

This website is created and controlled by MonoMoney under Australian jurisdiction. You must ensure that access to and use of this website is in accordance with the laws of your jurisdiction. If is in contravention of laws in your jurisdiction, you must cease using this website immediately.

#### **8. Spams**

MonoNFT publishes electronic addresses on this website to facilitate communication relating to our business functions. This is not to be inferred as consent by MonoNFT or the relevant addressees to receiving unsolicited commercial electronic messages or SPAM.