

Terms of Use

1. Acceptance of Terms

The Legendaryum Company (the "Company"), owns the intellectual property rights and makes available all of its functionalities, features, which are referred to herein as the "Tools" and (b) the website <https://legendaryum.com> ("the Site"). Please read these Terms of Use (the "Terms" or "Terms of Use") carefully before using the Tools and the Site. By using or otherwise accessing the Tools and the Site, you: (1) agree to be bound by these Terms; (2) you agree that the Tools are still in a testing phase and that you use them at your own risk, as further explained in Section 2 below; (3) you represent that you are of sufficient age to use the Tools and the Site in accordance with Sections 3 and 8 below; (4) consent to the collection, use, disclosure and other handling of information as described in the Privacy Policy, available here <https://legendaryum.com/privacy>. If you do not agree to the Terms, you must not access or use the Tools or the Site.

According to the endowment received, the Company makes the Tools and the Site available free of charge to allow different interactions with the Legendaryum platform.

The Company has no continuing obligation to operate the Tools and the Site and may discontinue one or more of the Tools in the future, in its sole discretion, without any liability in connection therewith.

2. Disclaimer and Modification of Terms of Use

The Tools are provided "as is" and "as available" and may contain software defects and errors. You are advised to protect important data, property and content, to exercise care and not to rely in any way on the correct or secure functionality or performance of the Tools.

As detailed in Section 6, the Company reserves the right to modify or replace the Terms of Use at any time. The most current version of these Terms will be posted on the Site. You will be responsible for reviewing and familiarizing yourself with such modifications. Your use of the Tools after any modification to the Terms constitutes your acceptance of the modified Terms of Use.

3. Eligibility

You hereby represent and warrant that you are fully capable and competent to accept the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and abide by these Terms. Legendaryum is a global platform and by accessing the Content, the Site or the Tools, you represent and warrant that you are of legal age in your jurisdiction, as required to access such Tools and Content and enter into agreements as provided by the Instruments. You further represent that you have legal permission to use the Tools in your jurisdiction, which may include possessing cryptographic tokens and interacting with the Site, Tools, or Content in any manner. You further represent that you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that the Company is not responsible for your compliance or failure to comply with such laws. You further represent and warrant that all funds or assets used by you have been legally obtained in accordance with all applicable laws.

4. Account access and security

Access to the tools is provided through a third-party private key manager selected by you (for example, google or facebook SSO). Security and secure access to each account in the Tools is provided solely by the third party private key manager you select to manage your private key. You and the third-party private key manager you select are entirely responsible for security related to access to the Tools and all information provided by you to such third-party provider (including, without limitation, email or phone number). The Company assumes no responsibility for any breach of security or unauthorized access to your account (the "Account"). You are encouraged to: (a) avoid any use of the same password with your selected third party private key manager that you have ever used outside of the third party private key manager; and (b) keep your password and any related secret information secure and confidential and not share it with anyone else.

You are solely responsible for all activities conducted through your Account, whether or not you authorize the activity. In the event fraud, illegality or other conduct in violation of this Agreement that is related to your Account is discovered or reported (whether by you or by another person), the Company may suspend or block your Account (or Accounts) as described in Section 14 .

You are solely responsible for maintaining the confidentiality of your password and for restricting access to your devices. You are solely responsible for any damages resulting from your disclosure or authorization to disclose your password or the use of your password by anyone to gain access to your Account. You acknowledge that in the event of any unauthorized use of or access to your Account, password, or other breach of security, you agree that due to the nature of the Tools and the platform itself, the Company will not be able to remedy any issues that arise.

The Company will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising out of your inability or breach for any reason of any of the foregoing obligations, or for any reason except fraud by our part.

The Company cannot and will not be liable for any loss or damage arising from your sharing or other loss of your private key or related information, nor for any other damage or loss arising from unauthorized access to your Account.

5. Representations and Risks

5.1 Disclaimer

You acknowledge and agree that your use of the Tools and the Site is at your own risk. The Tools and the Site are provided "AS IS" and "AS AVAILABLE" without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You acknowledge and agree that Company is under no obligation to take any action with respect to: which users access or use the Tools; what effects the Tools may have on you; the LAND he owns; how you can interpret or use the Tools; or what actions you may take or stop taking as a result of being exposed to the Tools. You release Company from all liability for your inability to access the Site, the Tools, or any Content therein. The Company is not and cannot be responsible for and makes no representations, warranties or covenants with respect to any Content accessed through the Site, the Tools, and the Company shall not be responsible for the accuracy, compliance with the copyright, legality or decency of material contained in or accessed through the Tools. The Legendaryum Content Policy is established and enforced exclusively by Legendaryum.

5.2 Platform Security

You acknowledge and agree that the Site and Related Tools are software code and are subject to flaws and you acknowledge that you are solely responsible for evaluating any smart contracts, code provided by the Site, Tools, or Content and the reliability of any third parties, third party websites, products, smart contracts, or Content you access or use through the Tools. This warning and others subsequently provided by the Company in no way evidence or represent an ongoing duty to alert you to all potential risks of using the Tools or the Site.

5.3 Third Party Providers

The Company does not own or control Google Chrome or other web browsers, nor the google or facebook SOO, nor Wallets, nor any Web3 provider or any other external site, product or service of third parties that you may access, visit or use in order to enable you to use the various features of the Tools. The Company shall not be liable for the acts or omissions of such third parties, nor shall the Company be liable for any damages you may suffer as a result of your transactions or any other interaction with such third parties.

5.4 Taxes

You are solely responsible for determining what taxes, if any, apply to your transactions related to Digital Assets and any other transactions made by you, regardless of the means of payment. The Company does not have, and will not have, any knowledge of or control over any transactions made by you on Legendaryum and, therefore, is not responsible for determining the Taxes that apply to your transactions entered through the Tools or involving any digital asset, or any other related transaction, and you must not act as a withholding agent under any circumstances.

6. Changes

The Company may approve changes to the Terms when deemed necessary according to its criteria and the scalability of the platform. When changes are approved, the Company will make the updated Terms available through the Site and will update the "Last Updated" date at the beginning of these Terms accordingly. Please check these Terms periodically for changes. Any changes to the Terms will be effective on the date they are made, and your continued access or use of the Tools or the Site after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to the revised Terms, you must not access or use the Tools or the Site.

7. Children

You affirm that you are over the age of 18, as the Tools are not intended for children under the age of 18. If you are 13 years of age or older but under the age of 18, or the legal age of majority where you reside if that jurisdiction has an age of majority, then you agree to review these terms with your parent or guardian to ensure that both you and your parent or guardian understand and agree to these terms. you agree to have your parent or guardian review and agree to these terms on your behalf. If you are a parent or guardian agreeing to the Terms for the benefit of a child over the age of 13, then you accept all responsibility for that child's use of the Tools or Site, including all financial charges and liability law that he or she can influence.

To access certain content, it will be necessary to have a minimum age as detailed in the content policy.

In all cases of online gambling you must be over 18 years of age (or the legal minimum age in your place of residence).

8. Indemnification

You shall release and indemnify, defend and hold harmless the Company and its directors, employees and representatives from and against any loss, liability, expense, damage, cost (including attorneys' fees and court costs), claims or actions of any kind arising out of or resulting from your use of the Tools or the Site, your violation of these Terms of Use, and any of your acts or omissions. The company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such event, you agree to cooperate with the company in the defense of such matter.

9. Disclaimers

9.1 You acknowledge and agree that you take full responsibility for your use of the Site and Tools. You acknowledge and agree that any information you send or receive during your use of the Site and Tools may not be secure and may be intercepted or subsequently acquired by unauthorized parties. you acknowledge and agree that your use of the site and tools is at your own risk. You acknowledge and agree that the Tools are provided "as is" and "as available" without warranties of any kind, either express or implied. Recognizing this, you acknowledge and agree that, to the fullest extent permitted by applicable law, neither the company, its directors and employees, nor its suppliers or licensors shall be liable to you for any direct, indirect, incidental, special, consequential, punitive, exemplary or other damages of any kind, including without limitation damages for lost profits, goodwill, use, data or other tangible or intangible losses or any other damages based in contract, tort, strict liability, breach of intellectual property or property theft or misappropriation or any other theory (even if the company has been advised of the possibility of such damages), resulting from the site or tools; the use of, or inability to use, the Site or Tools; unauthorized access to or alteration of your transmissions or data; statements, content or conduct of any third party on the site or tools; any actions the company takes or stops taking as a result of the communications you send; human errors; technical malfunction; failures, including interruptions of public services or telephones; omissions, interruptions, latency, deletions or defects of any device or network, providers or software (including, without limitation, those that do not allow participation in the tools); any injury or damage to computer equipment; inability to fully access the site or tools or any other website; theft, manipulation, destruction or unauthorized access to images or other content of any kind; data processed late or incorrectly or incomplete or lost; typographical, printing or other errors, or any combination thereof; or any other matter related to the site or the tools. some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. accordingly, some of the above limitations may not apply to you. those that do not allow participation in the tools)

9.2 The company, its directors, employees and licensors do not represent or warrant that: (i) your access or use of the tools will meet your requirements, (ii) your access or use of the tools will be uninterrupted, timely, secure, or error-free, (iii) the usage data provided through the Tools will be accurate, (iii) the Tools or any content, services, or features available on or through the Tools are free of viruses or other harmful components, or (iv) that any data you disclose when using the tools will be secure.

9.3 You accept the inherent security risks of providing information and trading online via the internet, and you agree that the company, its directors and employees have no liability for any breach of security unless it is due to your gross negligence.

9.4 The company, its directors and employees shall not be liable to you for any loss you suffer as a result of the use of any electronic wallet, including but not limited to any loss, damage or claim arising from: (a) user error, such as forgotten passwords; (b) server failure or loss of data; (c) corrupted files; (d) infringement of intellectual property by users; (e) unauthorized access or activities by third parties, including, without limitation, the use of viruses, phishing, brute force or other means of attack against the legendaryum tools.

10. Limitation of Liability

10.1 You understand and agree that the company, employees, directors and licensors will not be liable to you or any third party for any direct, indirect, incidental, special, consequential or exemplary damages that you may incur, whatever cause and under any theory of liability, including, without limitation, any loss of profits (whether directly or indirectly incurred), loss of goodwill or trade reputation, loss of data, cost of acquisition of substitute goods or services, or any other losses intangibles, even if the company has been advised of the possibility of such damages.

10.2 You acknowledge and agree that the company has made the tools available to you and agreed to these terms subject to the warranty disclaimers and liability limitations set forth herein, which reflect a reasonable and fair allocation of risk between the parties and form an essential assignment basis of the business between us. the company would not be able to provide you with the tools without these limitations.

10.3 Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, and some jurisdictions also limit disclaimers or limitations of consumer product personal injury liability, so the above limitations may not apply to personal injury claims.

11. Proprietary Rights

11.1 All title, ownership and Intellectual Property Rights to the Site and the Tools are the exclusive property of the Company. You acknowledge and agree that the Site and Tools contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized in Section 12, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display, or create Derivative Works based on the Site and the Tools, in whole or in part. The exclusive property of the Company shall include all elements of the Site and the Tools, and all Intellectual Property Rights therein. The visual interfaces, graphics (including, without limitation, all art and drawings associated with the Tools), design, systems, methods, information, computer code, software, "look and feel", the organization, compilation of content, code, data and all other elements of the Site and Tools (but excluding User Submitted Content) are the property of the Company and are protected by copyright, trade dress, laws of patents and trademarks, international conventions, other relevant intellectual property and intellectual property rights, and applicable laws. All Company Materials are the copyrighted property of Company or its licensors, and all trademarks, logos, service marks and trade names contained in Company Materials are the property of Company or its licensors. Except as expressly provided herein, your use of the Site and the Tools does not grant you ownership or any other rights in any content, code, data or other materials that you may access on or through the Site and the Tools. . The Company reserves all rights to the Company Materials not expressly granted to you in the Terms. For the sake of clarity, you understand and agree: (i) that any "purchase" of digital assets, whether through the Tools or otherwise, does not grant you any rights or licenses to the Base Materials (including without limitation others, Company's copyright in the art and drawings associated with the Tools and the content thereof) other than as expressly contained in these Terms; and (ii) that you do not have the right to reproduce, distribute or otherwise commercialize any element of the Company Materials.

11.2 You may choose to submit feedback, bug reports, ideas or other feedback about the Site or the Tools, including, without limitation, how to improve the Tools ("Feedback"). By submitting Feedback, you agree that the Company is free to use such Feedback at its discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether non-confidential or otherwise). You hereby grant Company a perpetual, irrevocable, non-exclusive, worldwide license with all necessary rights for Company to incorporate and use your feedback for any purpose.

11.3 You acknowledge and agree that you are responsible for your own conduct when accessing or using the Site and the Tools, and for any consequences thereof. You agree to use the Site and Tools only for purposes that are lawful, proper, and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not and may not permit any third party to: (i) post, post, upload, transmit, distribute, broadcast or otherwise make available any Content in violation of the Approved Content Policy by the Company, including, without limitation, Content that infringes the Intellectual Property Rights of any party and any Content that contains violent or hate-related content or contains any other material or product that violates or encourages conduct that would violate criminal laws, any other applicable law or any rights of third parties; (ii) distribute viruses, worms, defects, Trojan horses, spyware, time bombs, cancelbots, corrupted files, hoaxes, or any other items of a deceptive or destructive nature, or that may harvest or collect any data or information about other users without Your consent; (iii) impersonate another person (by use of an email address or otherwise); (iv) use the Site or Tools to violate the legal rights (such as rights of privacy and publicity) of others; (v) participate in, promote or encourage illegal activities (including, but not limited to, money laundering); (vi) interfere with the enjoyment of the Site or Tools by other users; (vii) exploit the Site or Tools for any unauthorized commercial purpose; (viii) post or transmit unsolicited or unauthorized advertising or promotional materials, which are in the nature of "junk mail", "spam", "chain letters", "pyramid schemes" or any other similar form of solicitation; (ix) modify, adapt, translate or reverse engineer any part of the Tools; (x) remove any copyright, trademark or other proprietary rights notices contained in the Site or the Tools or any part thereof; (xi) reformat or frame any part of the Site or the Tools; (xii) stalk, harass, or engage in any sexual, suggestive, lewd, lewd, or inappropriate conduct with minors or other users on the Site or Tools; (xiii) use any robot, spider, site search/retrieval application or other device to retrieve or index any part of the Site, the Tools or the Content posted on the Tools, or to collect information about its users for any unauthorized purpose ; (xiv) use cheats, hacks, or any other unauthorized techniques or unauthorized third-party software to cheat in any competition or game that other Users may offer on the Tools, or to disrupt or modify the Tools or any user's experience in the Tools; (xv) create user accounts by automated means or under false or fraudulent pretenses; (xvi) attempt to gain unauthorized access to any other user's Account, password or Content; or (xvii) access or use the Tools in order to create a product or service that is competitive with the Tools. (xv) create user accounts by automated means or under false or fraudulent pretenses; (xvi) attempt to gain unauthorized access to any other user's Account, password or Content; or (xvii) access or use the Tools in order to create a product or service that is competitive with the Tools. (xv) create user accounts by automated means or under false or fraudulent pretenses; (xvi) attempt to gain unauthorized access to any other user's Account, password or Content; or (xvii) access or use the Tools in order to create a product or service that is competitive with the Tools.

12. Open Source License.

12.1 Copyright License Grant.

Subject to the terms and conditions of this License, each Contributor grants you a perpetual, worldwide, non-exclusive, free, royalty-free, irrevocable copyright license to reproduce, prepare Derivative Works from, publicly display, publicly perform, sublicense and distribute the Work and such Derivative Works in Source or Object form. The Tools are not subject to the provisions of this Article 13, and are proprietary to the Company.

12.2 Trademarks.

Company does not grant permission to use the trade names, logos, trademarks, service marks, or product names of Licensee and/or its licensors, except as provided in the Terms of Use for the Legendaryum Logo and Name.

12.3 Warranty Disclaimer.

Unless required by applicable law or otherwise agreed to in writing, the Company and/or its licensors provide the Work (and each Contributor provides its Contributions) "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You are solely responsible for determining whether to use or redistribute the Work, and you assume the risks associated with exercising permissions under this License.

13. Links

The Site and the Tools provide, or third parties may provide, links to other World Wide Web or accessible sites, applications or resources. Because the Company has no control over such sites, applications and resources, you acknowledge and agree that the Company, its directors, employees are not responsible for the availability of such external sites, applications or resources, and do not endorse or are not responsible for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that the Company, its directors, employees shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content.

14. Termination and Suspension You

have the right to terminate your Account at any time by terminating and discontinuing your access to and use of the Tools. Company may decide to terminate or suspend all or part of the Site and Tools and your access to the Site and Tools immediately, without notice or liability. You will not receive any refund if you cancel your Account or if these Terms are otherwise terminated. You agree that the Company, in its sole discretion and for any or no reason, may terminate these Terms and suspend your Account(s) for the Tools. You agree that any suspension of your access to the Site or the Tools may be made without notice, and that the Company (and its directors and employees) will not be liable to you or to any third party for such suspension.

In the event of your breach of these Terms or any suspected fraudulent, abusive or illegal activity, the Company may, without limitation, suspend your Account, block any infringing Content and take any other action it deems necessary to prevent further breaches, in addition of any other resources that in law or in equity the Company and/or any User may have.

Upon termination or suspension of your Account, you may no longer have access to information that you have posted to the Tools or that is related to your Account, and you acknowledge that the Company shall have no obligation to maintain any such information in the databases. of relevant data or to send such information to you or a third party. Upon termination of your Account, your right to use the Tools will immediately cease.

15. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there will be no third party beneficiaries of the Terms.

16. General Information

16.1 Entire Agreement

These Terms (and any additional terms, rules and conditions of participation that Company may post on the Site or in the Tools) constitute the entire agreement between you and Company with respect to the Tools and supersedes any previous agreement, oral or in writing, between you and the Company. In the event of a conflict between these Terms and the additional terms, rules, and conditions of participation, the latter shall prevail over the Terms to the extent of the conflict.

16.2 Waiver and Severability of Terms

Company's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court shall endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

16.3 Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, Tools, or Terms must be brought within one (1) year. after such claim or cause of action arose or be forever barred.

16.4 Section

titles The section titles in the Terms are for convenience only and have no legal or contractual effect.

16.5 Communications

Users who have questions, complaints or claims regarding the Site or the Tools may contact us using the relevant contact information set forth above and at legal@legendaryum.com.