

Terms

This website (referred to in these Terms of Access as the **Website**) is owned and operated by MINTSTREET Pty Ltd (ABN 38 654 618 916), who is referred to in these Terms of Access as “we”, “us”, “our” and similar grammatical forms.

The material on the Website is copyright © 2022 MINT ST or other copyright owners.

The Website is available for you to access conditional on your acceptance without alteration of the terms and conditions set out on this linked page. By continuing to access the Website you are agreeing to these Terms of Access.

OPERATIVE PROVISIONS

1. Generally

- (a) Except for the limited use set out in clause 1.1(b) you may not use the Website, or the material contained on it, for any purpose. This involves:
 - (i) the reproduction of the material in any material form;
 - (ii) the distribution of the material in any material form;
 - (iii) re-transmission of the material by any medium of communication;
 - (iv) uploading or reposting the material to any other site on the Internet; and
 - (v) “framing” the material on the Website with other material on any other website.
- (b) Despite the above restrictions on use of the material on the Website, you may use the material delivered to you as part of any services rendered by us to you.
- (c) You may not modify or copy:
 - (i) the layout of the Website; or
 - (ii) any computer software and code contained in the Website.
- (d) We reserve all intellectual property rights, including, but not limited to, copyright in material or services provided by it. The material provided on the Website is for our promotional purposes and may not be:
 - (i) re-sold or re-distributed in any material form;
 - (ii) stored in any storage media; or
 - (iii) re-transmitted in any media,without our prior written consent.

2. Disclaimer

- (a) We do not warrant, guarantee or make any representation that:
 - (i) the Website, or the server that makes the site available on the Internet are free of software viruses;
 - (ii) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
 - (iii) errors and defects in the Website will be corrected.
- (b) We are not liable to you for:
 - (i) errors or omissions in the Website, or linked sites on the Internet;
 - (ii) delays to, interruptions of or cessation of the services provided in the Website, or linked sites; and
 - (iii) defamatory, offensive or illegal conduct of any user of the Website,
whether caused through our negligence or the negligence of our employees, independent contractors or agents, or through any other cause.
- (c) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.

3. Limitation of liability

Clause 1.2 may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law our liability for any implied warranty or condition is limited, at our choice, to one or more of the following:

- (a) if the breach of an implied warranty or condition relates to services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again; and
- (b) if the breach of an implied warranty or condition relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods; or
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

4. Assumption of risk

You accept and acknowledge that;

- (a) non-fungible tokens or similar digital items implemented on a blockchain (**NFT**) may not retain any value;
- (b) the price of NFTs on secondary markets are subject to volatility and fluctuation;
- (c) the regulatory regime governing blockchain technologies, NFTs and cryptocurrency is uncertain and new regulation could negatively impact the potential utility of NFTs;
- (d) the upgrades to public blockchains on which the NTFs are recorded may negatively impact the potential utility of NFTs; and
- (e) this availability of NFTs relies on connectivity, the internet, third party platforms and services outside of our control.

5. Use of personal information gathered

- (a) We and any people or legal entities authorised by us may gather and process the personal information:
 - (i) which you may provide when accessing the Website, such as your name, address, e-mail address and other personal information about you; and
 - (ii) regarding the way in which you use the Website including, without limitation, information acquired through the use of “cookies” delivered to your computer when you access our Website.
- (b) We may authorise others to offer you goods and services using the information acquired, as described in clause 1.5(a).
- (c) We will comply with the Australian Privacy legislation in respect to our collection, storage and use of your personal information. Please refer to our full privacy policy in linked on the Website for details of how we collect, store and use your personal information.

6. Termination of access

We may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

7. Alteration of Terms of Access

We reserve the right to change these Terms of Access:

- (a) with or without further notice to you; and
- (b) without giving you any explanation or justification for such change.

8. Intellectual property rights

All logos, icons, brand names or service names that identify the owner and operator of this Website are our copyright property or our trademarks or service marks. All other trademarks or service marks on the Website are the property of their respective owners. You must obtain written permission before reusing any copyrighted material that is published on the Website. Any unauthorized use of the materials appearing on the Website may violate copyright, trademark and other property rights or legal protections and could result in criminal or civil penalties.

9. Relevant jurisdiction

- (a) If any part of these Terms of Access is found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms of Access and the severed part will not affect the validity and enforceability of any remaining provisions.
- (b) These Terms of Access will be governed by and interpreted in accordance with the laws of the State of Victoria of Australia, without giving effect to any principles of conflicts of laws.
- (c) You agree to the jurisdiction of the courts of the State of Victoria of Australia to determine any dispute arising out of these Terms of Access.