

FLOOFTOPIA

TERMS AND CONDITIONS

Last Modified: June 1, 2022

1. INTRODUCTION

In these Flooftopia Terms and Conditions (“Terms”), “Crypto Loops,” “we” and “us” refers to Crypto Loops, LLC, a Missouri limited liability company, and we own and operate the website <https://Flooftopia.org/>, (“Flooftopia”, or the “Site”). These Terms govern your (“you”, “your”, or “User”) use of the Site, and all related tools, mobile applications, web applications, decentralized applications, smart contracts, and APIs located at any of Crypto Loops’ websites, including without limitation, the social Massively Multiplayer Online Role Playing Game operated by Crypto Loops, successor website(s) or application(s) thereto (the "Platform").

Please read these Terms carefully before using the Site. These Terms apply to any user accessing, downloading information from, incorporating information into, purchasing any services from, visiting or otherwise using the Site in any way, and by using the Site you agree to be bound by these Terms. If you don’t want to be bound by them, you should not access the Site. By using the Site in any capacity, you agree that you have read and understood these Terms and agree to the Terms.

As a user, you represent and warrant that you are authorized to enter into these Terms as a legally binding contract, individually or on behalf of any legal entity. You represent that, if you represent and warrant to Crypto Loops on behalf of a legal entity, you have the legal authority to bind Crypto Loops or other legal entity to these Terms and you are at least 18 years old or the age of majority where you reside, whichever is older, can form a legally binding contract online, and have the full, right, power and authority to enter into and to comply with the obligations under these Terms.

By using the Site, you agree to legally bind yourself to these Terms. Crypto Loops reserves the right at its sole discretion, to change, modify, add or remove portions of these Terms, at any time and such modifications shall be effective immediately upon posting. It is your responsibility to check these Terms periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. Crypto Loops grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site as contemplated by these Terms.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT BUILD, SELL OR PURCHASE ANY CRYPTOGRAPHIC ASSETS, INCLUDING UNIQUE NON-FUNGIBLE TOKENS (“NFTS”), IMPLEMENTED ON THE CARDANO BLOCKCHAIN USING SMART CONTRACTS, (INCLUDING BUT NOT LIMITED TO FLOOFS (AS DEFINED HEREIN)) OR UTILIZE THE SITE. BY BUILDING NFTs USING THE PLATFORM OR USING THE SITE IN ANY WAY WHATSOEVER YOU WILL BE BOUND BY THESE TERMS AND ANY TERMS INCORPORATED BY REFERENCE.

By agreeing to these Terms, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have the dispute decided by a judge or jury, and you waive any right to participate in collective action, whether that be a class action, class arbitration, or representative action.

Our [Privacy Policy](#), as presently published also applies to your use of the Site.

2. SITE

As part of the Site, Crypto Loops provides access to Flooftopia's Minting Functionality ("Application") that enables users to create a FLOOF non-fungible token ("FLOOFs"), and provides users with the optional access to integrate the FLOOF into NFTs using the Cardano blockchain.

Using the Platform may require that you pay a fee, such as gas charges on the Cardano network to perform a transaction. You acknowledge and agree that Crypto Loops has no control over any transactions, the method of payment of any transactions, or any actual payments of transactions. You must ensure that you have a sufficient balance to complete any transaction on the Platform before initiating such transaction. By using the Site, you agree to pay all applicable fees charged by Crypto Loops or third parties.

You acknowledge and agree that Crypto Loops has no control over your wallet(s) that hold the keys to your NFTs or your method of payment for any transactions or related fees, and Crypto Loops also has limited control over transactions on the Site.

Accordingly, Crypto Loops disclaims all warranties, express or implied, related to your use of the Site and you accept all responsibility for your choice and usage of any digital crypto currency wallet. Further, you must ensure that you have a sufficient balance of the applicable tokens stored at your Crypto Loops compatible wallet address ("Cryptocurrency Wallet") to complete any transaction on the Platform or the Cardano network before initiating such transaction.

3. RELATIONSHIP OF THE PARTIES

You agree and understand that nothing in these Terms shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind other than as specifically set forth herein; and the rights and obligations of the parties shall be limited to those expressly set forth herein. Except for the indemnity provisions herein, nothing expressed in, mentioned in, or implied from these Terms is intended or shall be construed to give any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Terms to enforce any of its terms which might otherwise be interpreted to confer such rights to such persons, and these Terms and all representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the exclusive benefit of you and us.

4. ACCESS TO THE SITE

Access to the Site is provided "as is" and "as available" basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended or restricted, including because of a fault, error or unforeseen circumstances or because we are carrying out planned maintenance. To access the Site, you must have the necessary equipment (such as a smartphone or laptop) and associated telecommunication service subscriptions to access the internet.

We reserve the right to limit the availability of the site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the site, at any time and in our sole discretion.

We may suspend or disable your access to the Site if we consider it reasonable to do so, e.g. you breach these Terms.

We may remove or amend the content of the Site at any time. However, some of the content may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Site being unavailable at any time for any reason.

You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the site.

As a condition to accessing or using the Site, you:

- a. will only use the services and the Site for lawful purposes and in accordance with these Terms;
- b. will ensure that all information that you provide on the Site is current, complete, and accurate;
- c. will maintain the security and confidentiality of access to your cryptocurrency wallet address; and

As a condition to accessing or using the Site or services, you will not:

- a. violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended.
- b. use the Site for any purpose that is unlawful;
- c. export, re-export, or transfer, directly or indirectly, any Crypto Loops technology or intellectual property in violation of applicable export laws or regulations;
- d. infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
- e. misrepresent the truthfulness, sourcing or reliability of any content on the Site;
- f. use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the Platform, or that could damage, disable, overburden, or impair the functioning of the Site or Platform in any manner;
- g. attempt to circumvent any content filtering techniques or security measures that Crypto Loops employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
- h. use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
- i. introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
- j. post content or communications on the Site that are, in our sole discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- k. post content on the Site containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the user of the Site; or

1. encourage or induce any third party to engage in any of the activities prohibited under these Terms.

You acknowledge that the Site and your use of the Site contain certain risks, including without limitation the following risks:

- a. any site and/or application may be suspended or terminated for any or no reason, which may limit your access to your cryptocurrency assets.

You further acknowledge and assume certain risks associated with the purchase and sale of NFTs from third parties and your use of the Site, including without limitation, the following:

- a. A private key, or a combination of private keys, is necessary to control and dispose of NFTs stored in your Cryptocurrency Wallet. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing NFTs will result in loss of such NFTs. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your NFTs. Any errors or malfunctions caused by or otherwise related to your Cryptocurrency Wallet or vault you choose to receive and store NFTs in, including your own failure to properly maintain or use such Cryptocurrency Wallet, may also result in the loss of your NFTs. Additionally, your failure to follow precisely the procedures set forth in for buying and receiving NFTs, including, for instance, if you provide the wrong address for the receiving NFTs, or provides an address that is not ERC-20 compatible, may result in the loss of your NFTs.
- b. Because the NFTs and the Platform are based on the Cardano protocol, any malfunction, breakdown or abandonment of the Cardano protocol may have a material adverse effect on the Platform or NFTs. The value of an NFT is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of NFTs.
- c. As with other non-fungible tokens or similar digital items implemented on a blockchain, NFTs are susceptible to attacks by miners in the course of validating NFTs transactions on the Ethereum blockchain, including, but not limited, to double-spend attacks, majority mining power attacks, and selfish-mining attacks. Any successful attacks present a risk to the platform and NFTs, including, but not limited to, accurate execution and recording of transactions involving NFTs.
- d. Hackers or other malicious groups or organizations may attempt to interfere with the platform or NFTs in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing, and spoofing. Furthermore, because the platform is based on open-source software, there is a risk that a third party or a member of the Crypto Loops team may intentionally or unintentionally introduce weaknesses into the core infrastructure of the platform, which could negatively affect the platform and NFTs, including the utility of NFTs for obtaining services.
- e. If secondary trading of NFTs is facilitated by third party exchanges, such exchanges may be relatively new and subject to little or no regulatory oversight, making them more susceptible to fraud or manipulation. Furthermore, to the extent that third-parties do ascribe an external exchange value to NFTs (e.g., as denominated in a digital or fiat currency), such value may be extremely volatile.

- f. The regulatory status of NFTs and digital asset technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether regulatory agencies may apply existing regulation with respect to such technology and its applications, including the Platform and NFTs. It is likewise difficult to predict how or whether legislatures or regulatory agencies may implement changes to law and regulation affecting digital asset technology and its applications, including the platform and NFTs. Regulatory actions could negatively impact the platform and NFTs in various ways, including, for purposes of illustration only, through a determination that the purchase, sale and delivery of NFTs constitutes unlawful activity or that NFTs are a regulated instrument that require registration or licensing of those instruments or some or all of the parties involved in the purchase, sale and delivery thereof. Crypto Loops may cease operations in a jurisdiction in the event that regulatory actions, or changes to law or regulation, make it illegal to operate in such jurisdiction, or commercially undesirable to obtain the necessary regulatory approval(s) to operate in such jurisdiction.
- g. The tax characterization of NFTs is uncertain. You must seek your own tax advice in connection with purchasing NFTs, which may result in adverse tax consequences to you, including withholding taxes, income taxes and tax reporting requirements.
- h. It is possible that alternative platforms could be established that utilize the same open source code and protocol underlying the platform and attempt to facilitate services that are materially similar to Crypto Loops services.
- i. Because the NFTs confer no governance rights of any kind with respect to the Platform or Crypto Loops, all decisions involving Crypto Loops's products or services within the platform or Crypto Loops itself will be made by Crypto Loops at its sole discretion. These decisions could adversely affect the platform and the utility of any NFTs you own, including their utility for obtaining services.
- j. Transactions on the blockchain involving digital assets may be irreversible and accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- k. Non-fungible tokens are a new and untested technology. In addition to the risks included herein, there are other risks associated with your purchase, possession and use of NFTs, including unanticipated risks. Such risks may further materialize as unanticipated variations or combinations of the risks discussed in these Terms.

Accordingly, you expressly agree that:

- a. You assume all risk in connection with your access and use of the Site, NFTs, and the Application;
- b. You agree and understand that you are solely responsible for determining the nature, value, suitability and appropriateness of these risks for yourself and that Crypto Loops does not give advice or recommendations regarding the NFTs or the Site, including suitability and appropriateness of, and investment strategies for digital assets/NFTs. You agree and understand that under no circumstances will the operation of Site and your use of the Site be deemed to create a relationship that includes the provision of or tendering of investment advice.
- c. That you expressly waive and release Crypto Loops from any and all liability, claims, causes of action, or damages arising from or in any way related to your use of the Site, the Application or the Smart Contracts. These Terms are not a disclosure of all risks associated with the Site or the NFTs.

5. THIRD PARTY RISK

We do not own or control the underlying protocols that are open source and anyone can use, copy, modify and distribute them. We assume no responsibility for the operating of the underlying third party protocols and we are not guaranteeing functionality or security of such networks or operations. Further, The Site may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only.

We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

6. CONDITIONS TO USE THE SITE

In order to utilize the Site, you may only do so by accepting the following conditions and, by doing so, you warrant and represent that the following are a true and accurate reflection of the basis on which you are using the Site:

- a. Neither Crypto Loops nor its Representatives has provided you with any advice regarding whether utilizing the Site or purchasing NFTs from third parties are a suitable investment for you;
- b. You have sufficient understanding of the functionality, usage, storage, transmission mechanisms and intricacies associated with cryptographic assets, such as Bitcoin, Ethereum and Cardano, as well as blockchain-based software systems generally;
- c. You will supply us with all information, documentation or copy documentation that we require in order for you to use the Site;
- d. You have not supplied us with information which is inaccurate or misleading;
- e. You will provide us with any additional information which may be reasonably required in order that we can fulfil our legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligation;
- f. You will notify us promptly of any change to the information supplied by you to us;
- g. You are of a sufficient age (if an individual) to legally obtain NFTs, and you are not aware of any other legal reason to prevent you from obtaining NFTs;
- h. You are not obtaining or using Site for any illegal purpose, and will not use the Site for any illegal purpose;
- i. You waive any right you may have / obtain to participate in a class action lawsuit or a class wide arbitration against any entity or individual involved with the usage of the Site;
- j. your acquisition NFTs from third parties or use of the Site does not involve your purchase or receipt of shares, ownership or any equivalent in any existing or future public or private company, corporation or other entity in any jurisdiction;

- k. You accept that you bear sole responsibility for determining if (i) the acquisition, creation use or ownership of the NFTs (ii) the potential appreciation or depreciation in the value of NFT over time, if any, (iii) the sale and purchase of NFTs; and/or (iv) any other action or transaction related to NFT has tax implications.
- l. To the best of your knowledge, none of the NFTs that are stored in your Wallet and no transaction taken by you while using the Site will, have been are are derived from activity that is deemed criminal under any applicable laws concerning money laundering and related activities.

7. CONSENT TO ELECTRONIC AND TELEPHONE COMMUNICATIONS

The following terms and conditions govern electronic communications in connection with these Terms, discussions with crypto fintech architects, and the transaction evidenced hereby (the “Consent”). By these Terms, in order to receive electronic communications, you will need to provide us with your current email address and phone number. If you do not provide us with your email address and phone number, you will not be able to communicate with Crypto Loops. If you provide your email address and phone number, you consent to receive electronic communications including but not limited to email, text messaging (sms and mms), telephone, etc. and you consent to Crypto Loops using electronic communications means to communicate between you and Crypto Loops whether you have visited the site, sent us an email, submitted a form, or entered into a contract. For contractual purposes, you expressly consent to Crypto Loops contacting you at any phone number listed on your application or contract, including home address or email address provided on this document, or ascertained by Crypto Loops through its resources. You acknowledge and agree to the following conditions of this Consent and that you have received a copy of this Consent for your records. You agree that: Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, these Terms, this Consent, the Application, change-in-terms notice, fee and transaction information, statements, delayed disbursement notices, notices of adverse action, state mandated brochures and disclosures, and transaction information (“Communications”), may be sent to you electronically by posting the information at our web site, provided at the top of this agreement, or by sending it to you by email. You may obtain a copy of any Communication by contacting us at info@flooftopia.org. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non-electronic form.

In order to receive electronic communications, you will need a working connection to the Internet and an email account. Your browser must support the Secure Sockets Layer (SSL) protocol. You must have a printer or sufficient hard drive space available to save the information. If you have a question about your browser and the SSL protocol, please contact your Internet Service Provider or a qualified information technology service provider.

We may amend (add to, delete or change) the terms of this Consent by providing you with advance notice.

8. PRIVACY POLICY AND COOKIE POLICY

Certain areas of the Site may record and collect information about you. You can find more information about how we will you process your personal information in our [Privacy Policy](#).

When you use the Site, we may collect information about your computer and your interaction with the Site. See our [Privacy Policy](#) for more information.

9. LIMITATION OF LIABILITY

IN NO CASE SHALL EITHER CRYPTO LOOPS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, THIRD PARTY COLLECTORS, SUCCESSORS OR ASSIGNS OF EACH, BE LIABLE TO YOU, BY CONTRACT OR TORT, FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS UNLESS OTHERWISE EXPRESSLY SET FORTH IN A WRITTEN AGREEMENT WITH YOU, CRYPTO LOOPS'S MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS SITE, OR ITS CONTENT, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE AMOUNT YOU PAID TO ACCESS THIS SITE.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

10. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated by us, the Site, the content, any materials downloaded, and any and all intellectual property pertaining to or contained on the Site (including but not limited to copyrights, patents, database rights, graphics, content, designs, text, logos, trademarks, service marks, information, data files and other software, computer source codes) are owned by Crypto Loops or third parties and all rights, titles and interests therein shall remain the property of Crypto Loops and/or such third parties (collectively, the "Content").

You are hereby granted a limited, nonexclusive, nontransferable, revocable, nonsublicensable license to access and use the Site and Content. However, such license is subject to this Agreement and does not include any right to (a) sell, resell or use commercially the Site or Contents, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Site or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Site or Content, except as expressly permitted by us, and (f) use the Site or Content other than for their intended purposes.

You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Site, or any portion of the Site for any public or commercial use without the express written consent of Crypto Loops. Furthermore, you agree that you will not (i) remove or alter any author, trademark or other proprietary notice or legend displayed on the Site (or printed pages produced from the Site); and (ii) make any other modifications to any documents obtained from the Site other than in connection with completing information required to transact business with Crypto Loops, LLC. d/b/a flooftopia.org. All Content is protected by copyright and/or patent, trademark laws and various other intellectual property rights and unfair competition laws. You are authorized solely to view and retain a copy of the pages of the Site for your own personal and not for any type of commercial use. You may also view and make copies of relevant documents, pages, images or other materials on this Site for the purpose of transacting business with Crypto Loops, LLC d/b/a flooftopia.org only and not for any other purpose.

Crypto Loops does not claim ownership of your User Materials or your Crypto Assets. When you upload content to the Site, including any Crypto Assets, you are and remain the owner of your User Materials and your Crypto Assets. As used in these Terms, "User Materials" refers to text, photos, audio, visual works, video or other materials and information, on, through or in the Site. However, when you as a user create, upload, send, receive, post, publish or store your User Materials, you represent that (a) you either are the sole and exclusive owner of all User Materials that you make available on or through the Site; (b) you have all rights, licenses, consents and releases that are necessary to grant to Crypto Loops the rights in and to such User Materials, as contemplated under these Terms, including without limitation, that you have a

royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Materials (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Materials; (c) neither the User Materials nor your posting, uploading, publication, submission or transmittal of the User Materials or Crypto Loops's use of the User Materials (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Materials and your Crypto Assets on, in or through the Site, you grant to Crypto Loops a non-exclusive, worldwide, assignable, sublicensable (through multiple tiers), perpetual, fully paid up, and royalty-free license to such User Materials to access, use, store, host, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise distribute such User Materials solely for the purpose of providing and/or promoting the Site and, featuring your User Materials and your Crypto Assets within our Site and promoting it through our marketing ecosystem. To the extent applicable and permissible by law, you hereby waive any and all claims that you may now or hereafter have in any jurisdiction to so-called "moral rights" or right of "droit moral" with respect to any of your User Materials. The rights granted in this section will survive the termination or expiration of these Terms.

11. INDEMNIFICATION FOR SITE USE.

By using the Site, you agree to defend, indemnify, and hold harmless Crypto Loops and its affiliates from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and expert fees) that Crypto Loops may become obligated to pay arising out of, relating to, or in connection with your use of this Site, the Content, or your breach of these Terms.

You agree to indemnify Crypto Loops and its affiliates for actual, reasonable legal costs and expenses directly related to your account or any related account that are a result of any regulatory inquiry, legal action, litigation, dispute, or investigation whether such situations occur or are anticipated, that arise or relate to you or your use of the Site. As a result, we will be entitled to charge your account for such costs without notice, including legal and enforcement related costs that we incur. Any withholding will last for a period of time that is reasonably necessary to resolve any regulatory or legal issue at hand, and we may place any amounts garnered from you in a separate account, and will pay you the remaining balance after any noted issue has been resolved. Furthermore, you agree that where such anticipated or actual actions relate to a specific asset in your account, that asset may not be transferred out of said account until the matter is resolved. We will provide copies of all invoices on request.

12. DISCLAIMER OF WARRANTIES.

For the avoidance of doubt, we are not giving investment advice, tax advice, legal advice, or other professional advice by allowing you to use the Site, and the services we provide, including, but not limited to, the ability to buy, sell, or store or NFTs or digital assets. Before engaging in any trading or investment activity, you should always consult a qualified professional.

WE DO NOT REPRESENT OR WARRANT TO THE ACCURACY, COMPLETENESS, CURRENTNESS, NON INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE INFORMATION CONTAINED THEREIN OR SERVICES CONTAINED THEREON. CRYPTO LOOPS DOES NOT MAKE ANY REPRESENTATIONS OR

WARRANTIES THAT ACCESS TO THE SITE OR USE OF THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE.

13. MISCELLANEOUS

We may perform any of our obligations, and exercise any of the rights granted to us under these Terms, through a third-party. We may assign any or all our rights and obligations under these Terms to any third-party. You may not assign these Terms, or your rights and obligations hereunder, without Crypto Loops's written consent. Any attempted transfer or assignment by you in violation hereof shall be null and void. These Terms shall be binding and inure to the benefit of the parties hereto, our successors, and permitted assigns.

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms or otherwise.

If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

These Terms shall be governed by the laws of the State of Missouri.

All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the site, Crypto Loops and the services provided via the site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

The parties agree that any dispute or controversy arising out of or relating to this Agreement or the interpretation thereof, shall be settled by arbitration in accordance with the rules, then in effect, of the National Futures Association or, if the National Futures Association shall refuse jurisdiction, then in accordance with the rules, then in effect, of the American Arbitration Association; provided, however, that the power of the arbitrator shall be limited to interpreting this Agreement as written and the arbitrator shall state in writing his reasons for his award. Judgment upon any award made by the arbitrator may be entered in any court of competent jurisdiction. The applicable law will be the laws of the State of Missouri.

With respect to all persons and entities, regardless of whether they have obtained or used the site for personal, commercial or other purposes, all disputes, controversies or claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You agree that, by entering into this agreement, you and Crypto Loops are each waiving the right to a trial by jury or to participate in a class action, collective action, or other representative proceeding of any kind.

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