

Terms Of Use

Last Updated: May 6th, 2022

1. General

Welcome to UniPixel Creator (“UniPixel Creator,” “app” , “website” , “we,” “us” , or “our services”). These Terms of Use (“Terms”) govern your relationship with our mobile application(s), website(s) and any other software, tools, features, or functionalities provided on or in connection with our services. Your access to and use of services is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all users and those who wish to access or use our services. By using or accessing the Application you agree to be bound by these Terms. If you disagree with any part of the terms, please do not access the Application.

“ NFT ” in these Terms means a non-fungible token or similar digital item implemented on a blockchain (such as the Ethereum, Polygon blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data.

If you are using the Application on behalf of a business or some other entity, you state that you are authorized to grant all licenses set out in these Terms and to agree to these Terms on behalf of the business or entity.

UniPixel Creator is not a wallet provider, exchange, broker, financial institution, or creditor.

UniPixel Creator provides photo and video NFT editing tools, as well as a peer-to-peer web3 service that helps users discover and directly interact with each other and NFTs available on public blockchains. We do not have custody or control over the NFTs or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs.

To use our Service, you must use a third-party wallet which allows you to engage in transactions on blockchains.

UniPixel Creator is not party to any agreement between any users. You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using the Service and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.

UniPixel Creator reserves the right to modify or replace these Terms at any time. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the “ Last Updated ” date at the beginning of these Terms. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Application after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using our services (including our apps, websites, tools and other softwares).

2. Access and use

Like much of web3, your blockchain address functions as your identity on UniPixel Creator. Accordingly, you will need a blockchain address and a third-party wallet to access our Service. Your account on the service (“ Account ”) will be associated with your blockchain address; however, you can also add more information to your UniPixel Creator account, such as a profile picture, email address, nickname, etc.

Your Account on UniPixel Creator will be associated with your linked blockchain address and display the NFTs for that blockchain address (and, if applicable, any content associated with such NFTs). 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 UniPixel Creator, and UniPixel Creator does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. UniPixel Creator 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. If you discover an issue related to your wallet, please contact your wallet provider.

Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account (you can contact us [here](#)).

You also represent and warrant that you will comply with all applicable laws (e.g., country, local, state, federal and other laws) when using the Service. You are solely responsible for ensuring that your access and use of the Service in such country, territory or jurisdiction does not violate any applicable laws.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that UniPixel Creator, in its sole discretion, may elect to take.

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 UniPixel Creator through a parent or guardian’ s Account and with their approval and oversight. 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. Copyright and ownership

The Service, its content, information and other materials, including the UniPixel Creator logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of UniPixel Creator or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership

interests. We and our affiliates, licensors, 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.

The NFT 100% belongs to the creator and the person who initiated the minting. After minting, it enters the user's blockchain wallet address, and the user can transfer and sell it at will with full authority, while UniPixel team has NO ownership rights to the content minted by the user and no royalties are paid to us. When you subscribed the VIP services, the minted NFT will NOT change ownership as the VIP subscription service disappears. The NFT belongs to the minter once it is minted.

The NFT character prototypes currently editable in Character Maker, except for UniDreamers, are all under the CC0 protocol and can be freely created.

UniDreamers images, for non-holders, shall follow the CC-BY-NC protocol and can be freely created and distributed. Commercial use of UniDreamers requires application and registration with us. After the subsequent launch of our UniDreamers NFT, holders adopt the CC0 protocol for all UniDreamers images and are free to commercialize them.

All other third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any NFTs displayed on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by UniPixel Creator.

We welcome feedback, comments, and suggestions for improvements to the Service ("Feedback"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Service or in any such Feedback. You agree that UniPixel Creator may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to UniPixel Creator any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

4. Service Usage

We grant you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Application. This is the grant of a license, not a transfer of title, and under this license you may not:

- (i) copying, distributing, disclosing, or making modifications to any part of the Application in any medium, including without limitation by any automated or non-automated "scraping";
- (ii) remove, cover, alter or distort any copyright, trademark, or other proprietary rights notice we include in or through the Application;
- (iii) transmitting spam, chain letters, or other unsolicited email;

- (iv) collect or harvest any personally identifiable information including, without limitation, user names, passwords, email addresses, from our Application;
- (v) decipher, decompile, disassemble or reverse engineer any aspect of the Application, do anything that might discover the source code, bypass or circumvent measures employed to prevent or limit your access to any part of the Application.
- (vi) attempt to or interfere with the proper working of our Application or impair, overburden, or disable the same;
- (vii) upload viruses or other malicious code or otherwise compromise the security of the Application;
- (viii) use the Application for any purpose that is illegal or prohibited in these Terms;
- (ix) use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.

5. Third-Party Content and Services

As a peer-to-peer web3 service, UniPixel Creator helps you explore NFTs created by third parties and interact with different blockchains. UniPixel Creator 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 UniPixel Creator will always remain visible and/or available to be bought, sold, or transferred.

NFTs may be subject to terms directly between buyers and sellers with respect to the use of the NFT content and benefits associated with a given NFT ("Purchase Terms"). For example, when you click to get more details about any of the NFTs visible on UniPixel Creator, you may notice a third party link to the creator' s website. Such website may include Purchase Terms governing the use of the NFT that you will be required to comply with. UniPixel Creator is not a party to any such Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms.

You are solely responsible for reviewing such Purchase Terms. The Service may also contain links or functionality to access or use third-party websites ("Third-Party Websites") and applications ("Third-Party Applications"), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties ("Third-Party Materials"). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination.

Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of UniPixel Creator, and may be "open" applications for which no recourse is possible. UniPixel Creator is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. UniPixel Creator provides links to these Third-Party Websites and

Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

6. User Conduct

Transparency and openness is one of our treasured values, and we're committed to providing people great experience based on web3 and blockchains technology. However, to protect our community and comply with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. This may include: removing the ability to view certain NFTs on the Service or use our Service to interact with the NFTs; disabling the ability to use the Service in conjunction with buying/selling/transferring NFTs available on blockchains; disabling your ability to access our Service; and/or other actions.

You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not do following things:

- Claim an UniPixel Creator username for the purpose of reselling it or otherwise engage in name squatting;
- Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first;
- Distribute spam, including through sending unwanted NFTs to other users;
- Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Use or attempt to use another user's Account without authorization from such user;
- Pose as another person or entity;

- Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
- Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
- Use the Service for money laundering, terrorist financing, or other illicit finance;
- Use the Service from a country sanctioned by the government of the United States or to facilitate transactions involving individuals sanctioned by the government of the United States or located in sanctioned countries;
- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, selling, or buying securities, commodities, options, or debt instruments;
- Use the Service to create, sell, or buy NFTs or other items that give owners rights to

participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;

- Sell or resell the Service or attempt to circumvent any UniPixel Creator fee systems;
- Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that UniPixel Creator might use to sort search results;
- Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to UniPixel Creator;
- Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- Infringe or violate the intellectual property rights or any other rights of others;
- Create or display illegal content, such as content that may involve child sexual exploitation;
- Create or display NFTs or other items that promote suicide or self-harm, incites hate or violence against others, or doxes another individual;
- Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

7. Intellectual Property

You are solely responsible for your use of the Service and for any information you provide, including compliance with applicable laws, rules, and regulations, as well as these Terms, including the User Conduct requirements outlined above.

By using the Service in conjunction with creating, submitting, posting, promoting, or displaying content, or by complying with UniPixel Creator's metadata standards in your metadata API responses, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you submit or post on or through the Service for our current and future business purposes, including to provide, promote, and improve the Service. This includes any digital file, art, or other material linked to or associated with any NFTs that are displayed on the Service. UniPixel Creator does not claim that submitting, posting, or displaying this content on or through the Service gives UniPixel Creator any ownership of the content. We're not saying we own it. We're just saying we might use it and show it off a bit.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any content that you create, submit, post, promote, or display on or through the Service. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are

otherwise legally entitled to post the material and to grant UniPixel Creator the license described above, and that the content does not violate any laws.

We fully comply with the terms of OpenSea's user safety process. We call OpenSea's API for the display of NFT items. When an item or collection violates OpenSea's Terms of Service, it will be delisted from being displayed on OpenSea. The item or collection will still exist on the blockchain but you won't be able to see it on OpenSea.

This can happen if OpenSea determine the NFT to infringe on protected intellectual property, promote suicide or self-harm, incite hate or violence against others, degrade or dox another individual, otherwise violate OpenSea's terms of service.

UniPixel Creator will take down works in response to Digital Millennium Copyright Act ("DMCA") takedown notices and/or other intellectual property infringement claims and will terminate a user's access to the Service if the user is determined to be a repeat infringer. If you believe that your content has been copied in a way that constitutes copyright or trademark infringement, or violates your publicity or other intellectual property rights, please email us at our developer's email address service@unipixelapp.com.

8. Communication Preferences

By creating an Account, you consent to receive electronic communications from UniPixel(e.g., via email, push notification, text messages, or other types of messages). These communications may include notices about your Account (e.g., transactional information) and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Service and you may opt out of these communications through the Service or through your mobile device ' s operating system (with the possible exception of important service announcements and administrative messages) by following the unsubscribe instructions provided.

9. PAID SERVICES

Certain features of the Application may be provided for a fee. If you opt to access paid features of the Application, you agree to our pricing and payment plan as listed on the Application, which we might update from time to time. New features might be added for additional fees and pricing for existing features may be amended, at any time in our sole discretion.

10. Additional Terms Applicable to iOS Devices

The following terms apply if you use our Application on any device that contains the iOS mobile operating system developed by Apple Inc. ("Apple"):

(1) You acknowledge that these Terms are concluded solely between you and us, and not between you and Apple. We are solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set

forth in the usage rules for the Apple App Store terms of service as of the date you access or download the App, and in the event of any conflict, the usage rules in the Apple App Store shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Apple usage rules.

(2) You acknowledge that Apple is not responsible whatsoever for furnishing any maintenance and support services with respect to the Application.

(3) The license granted to you is limited to a non-transferable license to use the Application on any iPhone, iPod touch or iPad that you own or control as permitted by the Apple usage rules set forth in the Apple App Store terms of service.

(4) You acknowledge that Apple is not responsible for any product warranties, whether expressly stated or implied by law, with respect to the Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application except if in the event of any failure of the Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the Application by you. You and us acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of the Application. However, you understand and agree that in accordance with these Terms, We have disclaimed all warranties of any kind with respect to the Application, and therefore, there are no warranties applicable to the Application.

(5) You and us acknowledge that, in the event of any third party claim that the Application or your possession and use of the Application infringe third party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

(6) You and us acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement as relates to your license of the Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Application against you as a third-party beneficiary thereof.