#### NFTSCAN SERVICE AGREEMENT

Updated by The NFTSCAN Team on October 17, 2023

What's covered in these terms

We know it's tempting to skip these Terms of Service, but it's important to establish what you can expect from us as you use Google services, and what we expect from you.

## INTRODUCTION

Welcome to NFTSCAN!

We offer a diverse range of services to our users. Your use of our products and services

("services" or "our services") is subject to these Terms of Service (these "Terms") – so please read them carefully.

Thank you for reviewing these Terms – we hope you enjoy using our services.

Compliance with these Terms

Service provider

NFTSCAN services are provided by, and you're contracting with:

NFTSCAN LIMITED. The registered office of the company is situated in the Hong Kong. Room B, 5th floor, Jialuo Commercial Building, No.114-118 Lockhart Road, Wan Chai District, Hong Kong, FTZ ("We", "OUI" and "US"). Please review these Terms and our policies and instructions to understand how you can and cannot use our services. You must comply with these Terms in your use of our services and only use our services as permitted by applicable laws and regulations, wherever you may be when you use them. If you do not agree to these Terms, you must not use our services.

#### I. Confirmation about the terms and conditions of this Agreement

**1.** You understand this Contract applies to NFTSCAN, https://nftscan.com, NFTSCAN related sites, and other services that state that they are offered under this Contract ("Services")

2.You agree that by clicking "Join Now", "Join NFTSCAN", "Sign Up" or similar, registering, accessing or using our services (described below), you are agreeing to enter into a legally binding contract with NFTSCAN (even if you are using our Services on behalf of a company). If you do not agree to this contract ("Contract" or "User Agreement"), do not click "Join Now" (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services

3. We may modify this Contract, our Privacy Policy, and our Cookies Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

#### **II. NFTSCAN Product Introduction**

NFTSCAN is a professional NFT asset browser and data analytic platform developed and managed by a professional team of blockchain developers (QKYD R & D Team) and along with the first public beta edition launched on June 10,2021.

NFTSCAN aims to solve the industry issue about the missing NFT asset database, and our goal is to include all the NFT asset data on the mainstream blockchain network for unified management and distributed storage. Provide services to NFT investors, collectors, users, and developers around the world, including data search, signature verification, asset management. etc.

#### III. Content in NFTSCAN

1. Support users to search for the wallet address, contract address and Tx Hash, labels related to NFT assets.

- 2. Support NFT creators to sign and verify their own NFT assets.
- 3. Support users to link Web3 wallets to view and manage their own NFT assets.

4. Support the NFT creators, project parties and holders, and edit and supplement the details of the NFT.

5. Support application programming Interface for developer by NFTSCAN.

6. Others.

#### **IV. Your Rights**

You have the right to use all the functions and services on the NFTSCAN after you comply this agreement.

#### V. Risk Warning

Please be informed that all NFTSCAN products are provided for your reference only and by data on the chain and third parties. We make no warranty of any kind of content, including but not limited to accuracy and updates. None of what we offer constitutes financial advice, legal advice, or any other form of consultation, provided in a particular trust on you. Any use or reliance on our content is solely at your own discretion and at risk. You should conduct our own research, review, analysis, and your own validation before relying on our content. If NFT investments is involved, it is a high-risk activity that can cause significant losses, so consult your financial advisor before making any decision. Nothing on our web site is used for solicitation or provision.

#### VI. NFTSCAN may make changes, interruption, and termination of the service

1. Please be informed that the Company may, at its own discretion, temporarily provide some services functions, or suspend some services or open new service functions in the future. When we change the Services, if as you still use NFTSCAN, you still agree to this Agreement or the amended terms of this Agreement.

2. To avoid any data provided to NFTSCAN as an investment reference as possible, you should avoid participating in NFT assets without having the knowledge of blockchain knowledge. Content information provided by NFTSCAN is available for learning and communication assistance only.

3. To the extent permitted by applicable laws and regulations, under no circumstances will we or any of our affiliates be liable for any damages (caused by SASCHI) related to these terms, general NFTSCN or our services or software: as a flood, Earthquake or pandemic; (II) any social event, such as war, riot or government action; (III) any computer virus, Trojan horse or other damage caused by malware or hackers; (IV) our or your software, Any failure or malfunction of the system, hardware or connection; (V) improper or unauthorized use of our services or software; (VI) your use of our services or software in violation of these terms or the general EULA; or (VII) beyond our reasonableness Any reason for control or predictability. To the extent permitted by applicable laws and regulations, we will not, under any circumstances, compensate for any indirect, special, consequential, punitive, or punitive damages or any business, income, gains or gains Responsible for loss.

#### VII. Your Statement and Guarantee

1. Please be informed that NFTSCAN is a neutral NFT asset data browser.

2.Please be informed that any loss of assets, directly or indirectly, resulting in the use of the data or content provided by NFTSCAN.

3. Please be informed that NFTSCAN is a neutral NFT asset data browser, so that NFTSCAN cannot be responsible for any of your investment actions.

4. Please be informed that you are free to choose whether to continue with NFTSCAN.

5. Please be informed that NFTSCAN will change, interrupt, or terminate the service at any time. **VIII. Privacy Policy** 

NFTSCAN is a neutral NFT asset data browser and we will not actively acquire and retain any personal data and personal information on NFTSCAN.

## **IX.** Disclaimer

All NFTSCAN products only provide you information by data on-chain and third-party software. We make no warranty of any type of content, including but not limited to accuracy and updates. None of what we offer constitutes financial advice, legal advice, or any other form of consultation, provided in a particular trust on you. Any use or reliance on our content is solely at your own discretion and at risk. You should conduct our own research, review, analysis, and your own validation before relying on our content. If NFT investments is involved, it is a high-risk activity that can cause significant losses, so consult your financial advisor before making any decision. Nothing on our web site is used for solicitation or provision.

## **X. Other Conditions**

## 1. Intellectual Property.

NFTSCAN is an application developed and owned by the Company. The intellectual property rights of the content displayed in the NFTSCAN products (including announcements, articles, videos, audio, pictures, archives, information, materials, trademarks, or labels) belong to the Company or third-party rights holders. No person may arbitrarily use, modify, reverse compile, reproduce, publicly disseminate, alter, distribute, issue, or publicly publish the above applications and content without the prior written consent of the Company or the third party oblige or the permission of the relevant open-source agreement. This Agreement shall not be deemed to grant you any intellectual property rights, including the right to use any information, pictures, user interface, logo, trademark, business name, web domain name or copyright in relation to us or the Services for any purpose.

## 2. Non-waiver.

None of our failure to enforce this Agreement or to claim to you our rights, claim or cause of action under this Agreement shall be deemed a waiver of our right to claim any right, claim or cause of action to you.

## 3. The Complete Agreement:

(1) This Agreement consists of the NFTSCAN User Agreement and the rules published from time to time, including those published by the NFTSCAN Social Media platform.

(2) In addition to the NFTSCAN User Agreement in this Agreement, this Agreement contains all agreements and understandings between us regarding the use of NFTSCAN and Related Services and supersedes all prior agreements, understandings, or arrangements

## 4. Tax:

(1) The use of the Services under this Agreement does not include taxes you in any domain apply, generate, and related to your use of the Services ("tax payable").

(2) Please be informed that you are responsible for determining any tax payable, and to declare, withhold, collect, report, and pay the correct tax payable to the appropriate tax authorities. You shall bear on your own all penalties, claims, fines, penalties, and other liabilities arising from failure to complete or failure to perform any of your obligations related to the tax payable.
(2) We are not responsible for any tax payable, per are we responsible for filing, withholding.

(3) We are not responsible for any tax payable, nor are we responsible for filing, withholding, collecting, reporting, and paying the correct taxes payable to the appropriate tax authorities.

## 5. Legal Application:

This Agreement shall apply to Hong Kong law and shall be construed accordingly.

# 6. independence and partially invalid:

(1) When any part of this Agreement is deemed invalid, illegal, or unenforceable, it shall be deemed invalid, illegal, or unenforceable only within that scope (or not further extended). For the avoidance of doubt, the remaining portion of this Agreement will remain valid and in full force.

(2), under the law of any jurisdiction, any provision of this Agreement deemed illegal, invalid, or unenforceable shall not affect the determination of this provision as legal, valid or enforceable under the law of any other jurisdiction or affect the legality, validity, or enforceability of the other provisions of this Agreement.

# 7. Translation of this Agreement.

Any translation of this Agreement, if any, is provided for convenience and is intended to modify the English version of this Agreement. If there is a conflict between the English and non-English versions of this Agreement, the English version shall prevail.

## 8. Miscellaneous:

(1) You shall fully understand and comply with all relevant laws, regulations and rules in your jurisdiction and the use of the Services.

(2) If you use NFTSCAN, you can give feedback here: hello@nftscan.com

(3) All users can be viewed at the NFTSCAN product. We encourage you to access this Agreement each time you visit the NFTSCAN product.

(4) This Agreement is effective on October 17, 2023.

For matters not covered in this Agreement, you shall comply with the announcements and relevant rules updated by the Company from time to time. The information contained in this web site is subject to change without notice.

NFTSCAN LIMITTED

No.3298446