

Terms & Conditions

Welcome! These are our Terms & Conditions—a fun-filled document that describes the rules and details of our project. The Panda Universe is a non-fungible token collection of digital artwork. When we say “Organization”, “we”, or “us” we’re referencing the Panda Universe project and Panda Universe SP. When we mention “Services”, “Website”, “platform” or “Site”, we mean our platform located at <https://pandauniverse.art> and any product created by us.

We may update these Terms in the future. If we do, they will be posted on our Site for you to see and review. When you are using our Services, you are agreeing to the most recent Terms we have provided. Even if we don’t exercise or enforce a provision or right under these Terms, we are not waiving such provision or right.

If you do not agree with these Terms, please do not use or access our Services. Your continued use of our Services constitutes your acceptance of our Terms and Conditions. (You are agreeing to follow our rules if you use our platform.)

Our platform & services

Our platform lets you use electronic wallets to mint and store NFTs. When you’re using a wallet, you’re agreeing to their terms as well as ours.

Our platform is a smart contract and blockchain based application that allows users to “mint”, purchase, and distribute NFTs via an electronic wallet. We may also incorporate physical products, services, or benefits in connection with such NFT transactions. The use of an electronic wallet enables users to mint, purchase, and store certain items through certain bridge extension technologies.

When using electronic wallets, you are agreeing to the terms and policies of those applicable third-party bridge extensions.

Accounts & registration

Remember, you’re the one responsible for keeping your account protected and your password safe.

Some aspects of our Services require you to have an account to participate in a community of registered account users. This may involve creating a profile and providing certain personal information, or personal data, to help the platform function correctly. When you create an account, you should make sure the information you provide is accurate. If your information isn’t true, or you don’t follow these rules, we have the right to restrict or delete your account.

Also, be sure to let us know if someone gains unauthorized access to your account. You’re the one responsible for keeping your account private and confidential and we are not responsible for any losses arising from unauthorized use of your account.

Promotions, referrals, & fun times

Promotions & referral programs help us grow our platform but will not have an impact on your relationship with us

We may offer promotions or referral programs to users periodically. Unless you're participating in one of these campaigns, they will have no bearing or impact on your use of our platform or relationship with us.

Communications

You can always unsubscribe from any e-mail correspondence from us

If you create an account on our site or sign up to use our platform you may receive some marketing, promotional, or outreach communications from us. This might be a newsletter or other general messages to inform you about changes on the platform. You can always unsubscribe from these messages.

Our content & materials

We own the name and all associated intellectual property around Panda Universe that isn't expressly granted to you

Unless we explain otherwise, the platform and all the content, including the copy, organization graphics, illustrations, trademarks, artwork, logos, features, data, software, and designs are owned or licensed by or to us. Under some circumstances, some of our content may include third party software or components that involve different license terms. All rights that we do not specifically mention or grant to you are reserved by us. This includes, but is not limited to, the intellectual property rights associated with the images, logos, trademarks, smart contract code, image files, and all other items not granted by the licenses discussed.

Your rights & how you can use your NFT

We grant you certain rights when it comes to how you can use and display your NFT

When you connect your electronic wallet and mint or purchase an NFT on our platform, you now own a Panda Universe NFT! Congratulations! But what does that mean & what's included?

Personal use. We grant a non-exclusive, royalty-free license to use, copy, display, and modify the NFT image you own. You can do whatever you want with your new NFT in a personal, non-commercial capacity such as displaying your NFT on other websites; using it as a profile picture on a third-party site such as Twitter; trading, selling, giving away, or buying the NFT through a marketplace; or using your

NFT on a third-party site or application that involves the displaying of your NFT. If using or displaying your NFT on a marketplace or third-party site, that site must cryptographically verify your ownership and right to use the NFT.

Commercial & derivative rights. We love that you want to use NFTs in a commercial way and completely support it. We grant a worldwide, non-exclusive royalty-free license to use, copy, and display the NFT image associated with your purchase for the purpose of creating derivative works and commercializing the purchased NFT in its fullness. These commercial & derivative rights require that you use the full and complete NFT image—not just portions or sections. What we mean is that you have to use the entire NFT in your commercial or derivative endeavor and you cannot use individual elements or layers of it.

Third party intellectual property. If there is any third-party intellectual property included in your NFT, you do not have the right to use such third-party intellectual property in any way except as it is incorporated in the full NFT image you have purchased, subject to these licenses and restrictions.

Reserved rights & prohibited uses. We reserve all rights in all the individually layered & unique images, traits, and characteristics that comprise a full Panda Universe NFT and use of these layered traits and characteristics is expressly prohibited. You cannot use your NFT in any way that is fraudulent, unlawful, defamatory, libelous, obscene, profane, abusive, hateful, offensive, or otherwise unreasonable or in any way that infringes on any law or regulation or rights of others. You can't use Panda Universe NFTs in any way that is derogatory or adverse to the organization or the Panda Universe community. You cannot use any of the individually layered & unique image components, traits, or characteristics in any other projects, including counterfeit NFT projects that use identical or substantially similar components of the Panda Universe NFTs.

Copyright & ownership

We respect copyright law because, well, it's the law. If you see any violations, let us know

Any content posted to our platform must follow U.S. copyright law. We own the copyright to the names, look, vibes, and feel of our platform. You must request permission to use our logo or promotional materials.

If you believe that our Site, platform, Services or any Content is unlawful or infringing on any rights, including infringing copyright in a work, you can contact us so we can take steps to have it removed. We follow 17 U.S.C. § 512(c) when dealing with these requests and ask that you provide the following information when contacting us about a copyright infringement:

- An identification of the copyrighted work(s) that you are claiming to be infringed
- An identification of the infringing Content on our platform
- A formal statement expressing your good faith belief that the infringing Content is unauthorized

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- A formal statement authenticating the accuracy of information in the notice, and that you are either (1) the actual copyright owner or (2) you have been legally authorized to act on behalf of the copyright owner
- Your address, email, and telephone contact information, and
- Your physical or electronic signature

Please email any requests to our contact information at the end of these Terms.

Not intended to be an investment

These NFTs are not meant to be used as investments

Panda Universe NFTs are not meant to be an investment. They are meant to be used as Non-Fungible Tokens for you to collect and love! We make no guarantees or promises that the Panda Universe NFTs will increase in value or be worth anything at all.

Sayonara to access

If you break too many rules, or if we have other good reason, we may delete or restrict your access to the platform

We may terminate your access, or right to access, our platform at any time and for any reason. We don't even have to provide notice.

Payments & taxes

We know coughing up money is a bummer—but you need to understand our policies on how these are handled while using our platform

Payments. All purchases are final and non-refundable.

Taxes. You're responsible for the payment of any sales, use, or other taxes, duties, or assessments that relate to an NFT transaction. We claim no responsibility in determining whether taxes apply to any of your transactions, and we do not offer any warranty or representation that a transaction is tax-free or without tax consequences. In other words, you're responsible for your own taxes!

Stuff you can't do

We know good people sometimes do bad things, that's why we're laying out these ground rules so we're on the same page

When using our platform, please don't:

- Use our platform for illegal or malicious things
- Exploit our application for an unauthorized commercial purpose
- Sneakily reverse engineer any of the creations on our platform
- Publish unlawful or inappropriate things
- Use automated tools or programs to scrape data or automate messages or comments
- Interfere with the networks connected to our platform or otherwise try to put stress on our platform's infrastructure
- Impersonate someone or some other group on our platform
- Use our site to harass, threaten, or hurt others
- Attempt to bypass security measures we've taken
- Use our platform in any way that violates these Terms

Liability, indemnity, & some legalese

Our lawyers told us we had to include this. We'll try and make it as painless as possible. Long story short, we're not responsible for anything happening from your use or violation of the Terms or our platform or any third-party claims

- **We try and provide a fully functional platform for you, but our platform is provided to you "as is" and includes all faults. We disclaim all representations or warranties about our platform, including warranties of merchantability, fitness for a particular purpose, non-infringement, or with regards to security, quality, or completeness. You're solely responsible for any damage resulting from your use of our platform and all activity is conducted at your own risk.**
- **You agree to indemnify and hold us and our officers, directors, and agents harmless with respect to any disputes arising from these Terms. You agree to indemnify and hold the company, our vendors, employees, officers, directors, and affiliates harmless from all claims and demands including, but not limited to, claims arising from direct, indirect, or consequential damage, attorneys' fees, and any breach or damage arising from these Terms. Even if we're found liable for a claim, damages will be limited to the amounts paid for any service or products with no consequential or punitive damages.**

Third party partners & software

We use third-party partners to help make our platform great, but their platforms are not our responsibility and we're not taking responsibility for them

We get a little help from our friends to provide our platform. We use various third-party software and partners to help provide our Services to you. We **do not** have any control over these third parties and are not responsible for the content, actions, or uses of these third-parties. We don't endorse or assume responsibility for them, and you use them at your own risk. These Terms are only meant to apply to our own platform and Services and do not encompass third-party services.

Platform & services

Basically, we brought this platform into the world, and we can take it out

We always have the right to change up our platform or Services without notice and at any time. You agree that we are not liable to you for any discontinuation or change to our Service or platform. That being said, we'll try not to be jerks about this and let you know if we're planning on heading off into the sunset.

Questions? Comments? Love letters?

If you have any questions about our Terms and Conditions or need assistance, please contact us at support@pandauniverse.art