

Welcome to ArtZero – an NFT Marketplace in the Aleph Zero network.

The website www.artzero.io ("artzero.io") is owned and operated by ArtZero Ltd., Co ("ArtZero" or "us" or "we" or "our"), having its registered office located BIDV Building, 7th Floor, 37 Nguyen Son st., Ngoc Lam ward, Long Bien district, Hanoi city, Vietnam.

Please read the Terms of Service document carefully before using the Artzero.io website. By using the Artzero.io website, you signify your agreement to be bound by Artzero's Terms of Service. In addition, when you use any current or future Artzero.io service (eg. Launchpad or Marketplace) ("Artzero Service"), you will also be subject to the terms, guidelines and conditions applicable to that Artzero Service. ("Terms"). If these Terms of Service are inconsistent with such Terms, the Terms will control.

These "Terms of Service" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

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- Conditions Relating to Your Use of Artzero.io
 - Notice and Procedure for Making Claims of Infringement
 - Notice and Procedure for Notifying Artzero.io of Objectionable Content

These Terms of Service govern your access to and use of the ArtZero website(s), our APIs, mobile app (the "App"), and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and create NFTs and use our tools, at your own discretion, to connect directly with others to purchase, make bid, sell, or transfer NFTs on public blockchains (collectively, the "Service")

As described in our Privacy Notice, we do not share information with any individuals, organizations or any third-party service providers. For any further details on our security practices please read our Privacy Notice. For any queries or issues relating to Artzero.io, you can contact us by clicking support@artzero.io

We require all users to be at least 18 years old. If you are under 18 years old, you are prohibited to use ArtZero even through a parent or guardian's Account and with their approval and oversight.

1. Your Account

On ArtZero, like other web3 or web 3.0, your blockchain address functions as your identity. Accordingly, you will need a blockchain address and a third-party wallet to access the Service. Your account on the service ("Account") will be associated with your blockchain address; however, if you want to add some additional information, such as a profile picture, you can add it to your Account.

If your Account becomes inactive for six months or longer, as determined by ArtZero in its sole discretion, you understand that ArtZero may disable your Account or reassign your username or associated url.

ArtZero may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms of Service. In such cases, ArtZero, in its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by ArtZero. If you do not provide complete and accurate information in response to such a request, ArtZero may refuse to restore your access to the Service.

2. Access to ArtZero

Your Account on ArtZero 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). The blockchain address can be from Subwallet, Polkadot js., or any third-party wallet providers in the future. 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 ArtZero, and ArtZero does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. ArtZero 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.

3. Security

You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone and for restricting access to your computer to prevent unauthorised access to your account. If you discover an issue related to your wallet, please contact your wallet provider. You agree to accept sole responsibility for all activities that occur under 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 support@artzero.io).

ArtZero does not store any password or seed phrase, nor has any access to any User credentials, except the User's address email when a User willingly decided to subscribe or share it with Solanart, and therefore cannot be held liable for any security breach attributed to a User.

4. Unauthorised Access

You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that:

(a) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo ("Embargoed Jurisdiction");

(b) you are not subject to any sanctions, prohibition or administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, "Sanctions");

(c) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction;

(d) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction. You further covenant that the foregoing shall be true during the entire period of this agreement.

(e) If you access or use the Service outside the United States, 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.

(f) You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Service, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.

(g) You may not access or utilize Artzero and/or Services for the purpose of web crawling, web harvesting, data mining, data extraction, scraping or aggregating information, including without limitation listings and smart contracts available on or through Artzero.io and/or Services, or similar activities without our prior written consent in our sole discretion. Users who wish to engage in any of the foregoing activities must contact us at support@artzero.io to obtain our prior approval and an application programming interface (the "API") to legally access our servers. Upon approval we will issue the API. Failure to respond constitutes disapproval. We reserve the right to implement testing and maintenance of the API at our sole discretion. Engaging in any of the activities referenced in the first sentence of this paragraph without prior authorization is a prohibited material breach of these Terms of Service and may subject violators to legal liability.

(h) You are strictly prohibited to carry out any behaviour that disrupts, suspends, slows or prevents the continuity of the Service; any intrusion or attempted intrusion into Artzero's information systems; any action placing a disproportionate load on ArtZero's digital infrastructures; any infringement of the security and authentication measures; any act infringing ArtZero's rights and financial interests, whether commercial or legal.

(i) Encourage or enable any other individual to do any of the foregoing.

ArtZero is not obligated to monitor access to or use of the Service or to review or edit any content. However, we have the right to do so for the purpose of operating the Service, to ensure compliance with these Terms of Service and to comply with applicable law or other legal requirements. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

5. User Content

Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything (other than Feedback) that you post or otherwise make available through the Services is referred to as **"User Content"**. User Content may include the NFT Content.

You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to Artzero.io: (i) the content and material is accurate; (ii) use of the content and material you supply does not breach any applicable Artzero.io policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory); (iii) the content is lawful. You agree to indemnify Artzero and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

ArtZero does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

You can remove certain of your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make, or your NFT Content) may not be completely removed and copies of your User Content may continue to exist on the Service or NFT. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

By using the Service, you agree not to:

(a) Infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms of Service.

(b) Post, upload, publish, submit or transmit any illicit content, including but not limited to: content that is fraudulent, false, misleading or deceptive; is defamatory, obscene, pornographic, vulgar or offensive; promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; violent or threatening or promotes violence or actions that are threatening to any person or entity; or promotes illegal or harmful activities or substances;

(c) Use, display, mirror or frame the Service or any individual element within the Service, ArtZero's name, any ArtZero trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without ArtZero's express written consent;

(d) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(e) Encourage or enable any other individual to do any of the foregoing.

We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms of Service. We have the right to investigate violations of these Terms of Service or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on the Service is prohibited. If you have reason to believe that an asset listed on the Service was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being canceled, your assets being hidden, or you being suspended from the Services.

Because Artzero.io facilitates a lot of products for sale offered by creators and collectors on the website, it is not possible for us to be aware of the contents of each NFT or collection listed for sale, or each comment or review that is displayed. Accordingly, Artzero.io operates on a "notice and takedown" basis. If you believe that any content on the platform is against the Terms, please notify us immediately at support@artzero.io. We will make all reasonable endeavours within a reasonable time.

Artzero.io reserves the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

6. ArtZero's license for User Content

If you do post content or submit material, and unless we indicate otherwise, you

(a) grant Artzero and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sublicensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and

(b) Artzero and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to

perform all further acts necessary to perfect any of the above rights granted by you to Artzero, including the execution of deeds and documents, at its request.

7. Interruptions

Your access and use of the Service may be interrupted from time to time for any of several reasons, including without limitation, the event of force majeure or unforeseeable and unavoidable behavior on the part of a third party, the malfunction of equipment, periodic updating, maintenance, introduction of new facilities and service, repair of the Service or other actions that ArtZero, in its sole discretion, may elect to take. Due to the specific nature of the Internet and telecommunications networks, ArtZero cannot guarantee the continuous availability of the Service.

8. Privacy

Please review our Privacy Notice, which also governs your visit to Artzero.io, to understand our practices. The personal information / data provided to us by you during the course of usage of Artzero.io will be treated as strictly confidential and in accordance with the Privacy Notice and applicable laws and regulations. If you object to your information being collected, transferred, used, or shared, please do not use the website.

9. Disclaimer

ArtZero operates the platform including marketplace and launchpad, which is a peer-to-peer online service allowing users to discover and directly interact with each other and NFTs available on Aleph Zero blockchain. ArtZero is not a wallet provider, exchange, broker, financial institution, money services business, or creditor.

You agree, understand and acknowledge that the website is an online administrative platform only, which is an interface to interact with the Protocols and Blockchains. ArtZero does not provide the Protocol. Our Services also allows users to create and deploy NFTs. ArtZero does not provide the Protocol, is not a and cannot be a party, and do not have custody to or control in any manner any transactions on the website.

You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs and any content associated with such NFTs, which you purchase on the ArtZero platform, including on the marketplace and launchpad. ArtZero makes no claims about the Identity, legitimacy, or authenticity of NFTs on the platform.

10. Licence for website access

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