

Terms of Service

1. Introduction

Welcome to Turbowars, these Terms of Use ("Terms") govern your access to and use of the Turbowars website(s), our APIs, versatile application (the "Application"), and certain other programs, devices, items, or functionality provided on or in relation to our administrations; including the unrestricted utilization of our administrations to see, examine and create NFTs, and the utilization of our devices, on your own tactics, to straightforwardly join with others to buy, sell or move NFTs on open blockchains (all things considered, the "Administration"). "NFT" in these terms means a non-fungible token or comparable computerized thing executed on a blockchain (for example, the Ethereum blockchain) that utilizes brilliant arrangements to connect or in any case be connected to particular substances or information.

For reasons behind these terms, "client," "you," and "your" mean you as a client of the service. Assuming you are using the Service for an organization or other entity, "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity who can bind the entity to these Terms, and (b) you agree to these Terms for the benefit of the entity.

If it is not too much trouble, read these Terms carefully because they contain important information and affect your legal rights. AS DESCRIBED IN SECTION 16 BELOW, THEY CONTAIN A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRE (WITH LIMITED EXCEPTIONS) THAT ALL DISPUTES BETWEEN US BE RESOLVED BY INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

BY CLICKING TO ACCEPT AND/OR USE OUR SERVICE, YOU AGREE TO THESE TERMS AND ALL CONDITIONS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICE.

Turbowars is not a wallet supplier, merchant, agent, funder or lessee. Turbowars provides distributed web3 management to help customers find and easily connect to each other and NFTs accessible on open blockchains. We have no authority or command over the NFTs or blockchains you connect to, and we do not make or affect purchases, moves, or trades of NFTs. To use our Service, you should use an external wallet that allows you to participate in exchanges on Blockchains.

Turbowars is not involved in any agreement between customers. You are fully responsible for confirming the character, authenticity, and credibility of any NFTs you purchase from external merchants through the Service, and we make no representations about the personality, authenticity, usefulness, or legitimacy of any Customer or NFTs (and any substance associated with such NFTs) that appear on the Service.

As we have a growing number of administrations, we sometimes need to give additional terms for particular administrations (and such administrations are considered part of the "administration" hereunder and are likewise subject to those terms). These additional arrangements, accessible with the appropriate help, then become part of your agreement with us at that time, assuming you utilize those administrations. In the event of any conflict between these Terms and any additional relevant terms we provide for a particular Help, those additional terms will apply to that particular Help.

Turbowars reserves the right to modify or amend these Terms at any time and in its sole discretion. If we make any material improvements to these Terms, we will endeavor to provide notice of such changes, for example, by notifying you via the Service or by updating the "Last Updated" date at the top of these Terms. By continuing to access or use the Service, you acknowledge that you agree to be bound by the revised Terms and all of the terms consolidated by reference therein, which shall be effective as of the date these Terms are updated. It is your sole obligation to review the Terms from time to time to see such changes and to ensure that you understand the agreements that apply when you access or use the Service.

Access to the Service

As with many other areas of web3, your blockchain address acts as your character on Turbowars. Similarly, you need a blockchain address and an external wallet to access the Service. Your entry on the service ("account") will be linked to your blockchain address; to add some style to your Turbowars persona, you can add additional data to your account, such as a profile picture.

Your account on Turbowars will be linked to your connected blockchain address and will display the NFTs for that blockchain address (and, if material, any substance associated with those NFTs). By connecting your Wallet to the Service, you agree to use that Wallet under the agreements of the Wallet provider. Wallets are not operated, maintained, or partnered by Turbowars, and Turbowars has no authority or command over the substance of your Wallet and is not able to restore or move its substance. Turbowars assumes no liability or obligation to you with respect to the use of any Wallet and makes no representations or warranties with respect to how the Service will operate with any particular Wallet. You are solely responsible for keeping your Wallet secure, and you should never share your Wallet Accreditations or Seed Express with anyone. If you have a problem with your wallet, please contact your wallet provider if it is

not too much trouble. Likewise, you are solely responsible for your Account and associated Wallet, and we are not responsible for any demonstrations or failures on your part with respect to your Account or due to any compromise of your Account or Wallet. You agree to notify us quickly if you discover or suspect any security issues related to the Service or your Account (you can reach us here).

In addition, you represent and warrant that you will comply with all relevant laws (e.g., neighborhood, state, government, 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 a country subject to a U.S. Government prohibition; and (b) you are not classified as a Specially Designated National or on a U.S. Government list of prohibited, approved or restricted classes of persons. If you access or use the Service outside of the United States, you are solely responsible for ensuring that your access and use of the Service does not violate any applicable laws in that nation, region or locality.

Turbowars may expect you to provide additional data and records under certain conditions, such as in compliance with an administrative agency as required by relevant law or policy, or to investigate a possible violation of such conditions. In such cases, Turbowars may, in its sole discretion, suspend your account and restrict your access to the Service until such additional data and reports have been processed by Turbowars. Assuming you do not provide any v Turbowars may expect you to provide additional data and records under certain conditions, such as in compliance with an administrative agency as required by a relevant law or policy, or to investigate a possible violation of such conditions. In such cases, Turbowars may, in its sole discretion, suspend your account and restrict your access to the Service until such additional data and reports have been processed by Turbowars. Assuming you do not provide complete and accurate data as a result of such a request, Turbowars may decline to restore your access to the Service.

Your access to and use of the Service may be impeded from time to time for a variety of reasons, including, without limitation, equipment malfunction, occasional updating, maintenance or repair of the Service, or other activities as Turbowars may, in its sole discretion, determine.

We require all customers to be at least 18 years of age. In the event that you are approximately 13 years of age but under 18 years of age, you may use Turbowars only through a parent or guardian.

3. Ownership

The Service, including its "look and feel" (for example, text, illustrations, images, logos, page headers, button icons, and content), restrictive content, data, and other materials, and all content and other materials contained therein, including but not limited to the Turbowars logo and all plans, text, designs, images, information, programming, sound documents, other records, and the determination and course of action thereof, are the exclusive property of

Turbowars or our affiliates, licensors, or customers, as applicable, and you agree not to take any action that conflicts with such proprietary interests. We and our affiliates, licensors and customers, as applicable, generally save freedoms with respect to the Service and its substance, including, without limitation, the selected right to make Ancillary Works.

The Turbowars name, logo, brand names and all Turbowars item or administration names, plans, logos and trademarks are proprietary innovations of Turbowars or our affiliates or licensors and may not be reproduced, imitated or used, in whole or in part, without our prior written permission in each case. You may not use any metatags or other "dusty text" that uses "Turbowars" or any other name, brand name, or article or administrative name of Turbowars or our affiliates or licensors without our prior composed consent. Similarly, the "look and feel" of the Service represents the imprint, brand name or trade dress of Turbowars and may not be replicated, imitated or used, in whole or in part, without our prior permission.

All other third-party brand names, registered brand names, and item names referenced in the Service or contained in the substance associated or related to the NFTs displayed in the Service are the property of their respective owners and may not be replicated, imitated, or used, in whole or in part, without the permission of the appropriate proprietary innovation freedom holder. Mention of items, administrations, processes, or other data by name, brand name, manufacturer, vendor, or in any way implies or suggests no endorsement, sponsorship, or suggestion by Turbowars.

We invite input, comments, and ideas for improvements to the Service ("Feedback"). You acknowledge and expressly agree that any promise of Feedback does not or will not give you any right, title, or interest in or to the Service or any such Feedback. You agree that Turbowars may use and disclose Feedback in any manner and for any reason without additional notice or payment to you and without maintaining any exclusive or other right or warranty by you. You thus assign to Turbowars all right, titles, and interests (including, but not limited to, patents, copyrights, protected benefits, trade names, know-how, skills, moral liberties, and any other proprietary innovation rights) you may have in and to any Feedback.

4. Permission to Access and Use Our Service and Content.

You are granted limited, non-exclusive, non-transferable, non-sublicensable, and individualized permission to access and use the Service, subject in each case to your compliance with these Terms. Thus, if any products, content, or other materials claimed, restricted, or authorized by us are disclosed to you or made available to you as part of your use of the Service, we grant you a non-business, individual, non-assignable, non-sublicensable, non-transferable, and non-selective right and permission to access and display such programs, content and materials, and materials, provided to you as a feature of the Service (and the right to download a single duplicate of the App to your applicable device), for any situation for the sole reason of enabling you to use the Service as permitted by these Terms, provided that your permission with respect

to any substance associated or related to NFTs is granted solely by the applicable vendor or manufacturer of such NFTs.

5. Outsider content and services

As a distributed Web3 administration, Turbowars helps you investigate NFTs created by outsiders and communicates with different blockchains. Turbowars makes no representations or warranties about this outsider substance visible through our Service, including any substance associated with NFTs shown on the Service, and you bear the responsibility for verifying the authenticity, legitimacy, and legitimacy of any NFTs you buy from outsider merchants. We also cannot guarantee that NFTs displayed on Turbowars will remain visible forever and can be bought, sold, or moved.

NFTs may be subject to straightforward terms and conditions between buyers and merchants regarding the use of NFT content and the benefits associated with a particular NFT ("Purchase Terms"). For example, when you search for more information about one of the NFTs displayed on Turbowars, you may see an external link to the designer's website. Such a page might contain Terms of Purchase that monitor your use of the NFT and to which you must agree. Turbowars is not a party to such terms and conditions of purchase, which are solely between the Buyer and the Dealer. Buyer and Dealer are undoubtedly responsible for submitting, explaining, agreeing to, and approving the Terms of Purchase. You are solely responsible for exploring such terms of purchase.

The Service may likewise incorporate connections or ways to access or utilize third-party websites ("Third Party Sites") and applications ("Third Party Applications"), or in any case, display, incorporate or access substances, information, data, administrations, applications or materials from third parties ("Third Party Materials"). However, if you click on or access and utilize a connection to a Third-Party Website or Third-Party Application, we cannot advise you that you have left our Service, as you are dependent on the arrangements (including security strategies) of another website or destination. Such third-party websites, third-party applications, and third-party materials are not under the strong influence of Turbowars and maybe "open" applications for which no answer is conceivable. Turbowars is not able or obligated to take care of third-party websites, third-party applications, and third-party materials. Turbowars provides the connections to these third-party websites and applications for convenience only and does not review, endorse, control, guarantee or make any representations about the third party websites or applications or their products or services or related third party materials. You use all connections in third-party websites, third-party applications, and third-party materials at your own risk.

6. Customer Conduct

Open-mindedness is one of our most valued qualities, and we concentrate on giving a bright focus on various blockchains to individuals with diverse backgrounds and changing levels of experience with web3. Be that as it may, to guarantee our local territory and follow our lawful obligations, we reserve all powers to make a move, with or without prior notice, provided we accept that you have disregarded these terms. This could include: removing your ability to view certain NFTs on the Service or use our Service to interact with NFTs; crippling your ability to use the Service in connection with buying/selling/moving NFTs accessible on blockchains; impeding your ability to access our Service; and other activities.

You agree that you will not violate any law, treaty, proprietary innovation, or other rights of any third party and that you are solely responsible for your direct and content actions while accessing or using the Service. You also agree that you will not do the following:

- Use or attempt to use another customer's account without their consent;
- Impersonate any other person or entity;
- Guarantee a Turbowars username in order to exchange it, or engage in name theft in any way;
- Access the Service from an alternate blockchain address if we have prevented any of your other blockchain addresses from accessing the Service unless you have received our prior written consent;
- Distribute spam, including by sending unsolicited NFTs to other customers;
- Use the Service - including by distributing products or connecting to an API - in any way that could interfere with, obstruct, overburden or weaken the operation of the Service;
- Circumvent or overlook policies that control access to the Service, including attempting to circumvent any access-restricting framework by using numerous API keys, coordinating traffic across different IP addresses, or in any case confusing the source of traffic you send through Turbowars;
- Use information mining, robots, bugs, crawlers, scrubbers, scripts, program extensions, disconnected users, or other mechanical means or points of interaction not authorized by us to access the Service, extract information, or interfere with or customize the delivery of any Service page or benefit;
- disassemble, copy, decompile, disassemble or unravel any part of the Service or do anything to find the source code or circumvent the measures used to prevent or restrict access to any help, area, or code of the Service;
- Sell or exchange the Service or attempt to circumvent Turbowars cost frameworks;
- Engage in practices that have the goal or effect of falsely displaying a post at the top of query items, or misleadingly increasing the number of views, top picks, volume, or other metrics Turbowars may use to sort indexed lists;
- Using the Service or information collected by our Service for any type of advertising or direct marketing (including unrestricted email advertising, text message advertising, and sales);
- Use the Service for illegal tax avoidance, fear-mongering financing, or other unlawful funds;

- Use the Service from a country authorized by the U.S. government or to work with exchanges that include persons approved by the U.S. government or are located in approved countries;
- Use the Service to conduct any monetary exercise subject to registration or authorization, including, but not limited to, the making, selling, or buying of protection, items, options, or commitment instruments;
- Use the Service to create, sell or purchase NFTs or other things that give owners the freedom to participate in an ICO or protection offering, or that are redeemable for protection, goods, or other monetary instruments;
- Use the Service to participate in value control, extortion, or other tricky, deceptive, or manipulative moves;
- use the Service to buy, sell or move stolen things, fraudulently obtained things, things stolen without authorization or possibly other unlawfully obtained things;
- Infringe or abuse the protected innovation privileges or other freedoms of others;
- Produce or display unlawful content, such as content that may involve child sexual abuse;
- Create or display NFTs or anything else that promotes self-destruction or self-harm, incites contempt or cruelty toward others, or defames another person;
- Use the Service for any unlawful or unauthorized purpose, including the production or display of illegal content, such as content involving the sexual abuse of children, or the authorization or promotion of acts that violate the Terms of Use;
- Using the Service in a manner that may interfere with, disrupt, adversely affect, or prevent other customers from fully using the Service.

We allow customers to post NSFW Content, but such Content and other related materials may be classified as NSFW and may be treated uniquely in route menus and indexed listings as opposed to non-NSFW Content.

Finally, by using the Service, you understand the meaning of DYOR - Do your own examination. You are fully responsible for confirming the validity, authenticity, character, and other findings with respect to any NFT, Assortment, or Record you view or interact with in any way on our Service. We make no representations or warranties as to the character, authenticity, or validity of any NFT, Assortment, or Record on the Service.

7. Protected Innovation Rights

You are solely responsible for your use of the Service and for all data you provide, including compliance with applicable laws, rules and regulations, and these Terms, including the user conduct requirements set forth above.

By using the Service in connection with creating, submitting, posting, sharing or displaying Content, or by agreeing to Turbowars's Metadata Policies in your Metadata API Responses, you grant us a worldwide, non-restrictive, sublicensable, sovereign license to use, reproduce, modify and display any Content, to, reproduce, modify and display, including but not limited to

messages, materials, images, records, exchanges, remarks, criticisms, ideas, thoughts, questions, information or in any way that you submit or post on or through the Service for our ongoing and future business purposes, including to give, promote and work on the Service. This includes any advanced records, artifacts or other material associated with or related to NFTs displayed on the Service.

Turbowars does not warrant that submitting, posting or displaying this material on or through the Service gives Turbowars any responsibility for the content. We are not saying that we own it. We're just saying we get to use it and brag a little bit about it.

You represent and warrant that you generally have privileges, licenses, consents, permissions, authorities, as well as powers important to permit the freedoms granted herein for any Content you create, submit, post, transmit or display on or through the Service. You represent and warrant that such Content does not contain any material that is subject to copyright, trademark, publicity rights or other proprietary innovation rights unless you have the necessary permission or are generally lawfully qualified to present the material and grant Turbowars the permission set forth above, and that the Content does not violate any laws.

Turbowars will bring work in light of Digital Millennium Copyright Act ("DMCA") takedown provides or possibly other licensed innovation encroachment guarantees and terminate a customer's access to the Service assuming that the still in the air to be an infraction infringer. Assuming you suppose that your material has been replicated in a way that establishes copyright or brand name infringement or disregards your exhibit or other protected innovation privileges, please quit our structure here or you could submit compound notice to our assigned copyright specialist at:

info@turbowars.io

In order for us to process your intervention guarantee regarding the content of the Service, you must be the rights holder or a person authorized to act in the interests of the rights holder. We urge you to use our structure to ensure that the essential data for your notification is stored. If you choose to contact us by email or by mail, your notification should include the following:

- Identifiable evidence of the copyrighted work(s), brand name, publication rights, or other licensed innovation freedoms that you believe are being infringed;
- Identifiable evidence of the material that is claimed to be infringing that is to be removed, including a description of the relevant area (i.e., URLs) on the Service of the material that is claimed to be infringing so that we may locate the material;
- Your contact information - at a minimum, your full legitimate name (not a pseudonym) and email address;
- A presentation that includes all of the accompanying material;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the licensed innovation rights owner, its agent, or the law;
- A statement that the data in the notification is accurate; and

A statement, under penalty of perjury, that you have the right to pursue the Licensed Innovation that is allegedly being infringed for the benefit of the owner of the Licensed Innovation.

Your physical or electronic license plate (with your full legal name).

If it is not too much trouble, note that we will forward your notice of interference with the Licensed Innovation, including your contact information, to the party that will have its substance taken out so that it understands the reason why it is not currently accessible on Turbowars and can likewise reach you to clarify any discussion.

8. Correspondence Preferences

By creating an account, you agree to receive electronic communications from Turbowars (e.g., via email, message pop-up, instant messages, or other types of messages). These communications may include notifications about your account (e.g., conditional data) and are essential to your relationship with us. We may also send you time-limited communications via email that we believe are relevant to you. You understand that you do not have to give this consent as a condition of using the Service and that you may terminate such correspondence through the Service or through your cell phone's operating system (with the conceivable exception of important statements of support and regulatory notices) by complying with the revocation instructions provided.

9. Conditions of use

You are responsible for providing the cell phone, remote assistance plan, programming, internet connections, or possibly other hardware or administrations that you really want to download, introduce, and utilize the App. We do not guarantee that the App will be accessible and utilized on any particular device or with any particular help plan. We do not guarantee that the App or Service will be accessible in any particular geographic area.

The attached agreements apply to you to the extent you use the App from the Apple App Store: To the extent that other agreements in these Terms are less binding than, or in any event conflict with, the agreements in this Section, the more binding or conflicting agreements in this Section will govern, but only with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and Turbowars and not Apple and that Apple has no liability for the App or its content. Your use of the App should follow the applicable terms of use of the App Store. You acknowledge that Apple is under no obligation to provide any maintenance or support services for the App. In the event that the App fails to conform to the applicable warranty terms, you may notify Apple and Apple will refund the price of the App, if any. To the extent permitted by applicable law, Apple has no other warranty obligation with respect to the App, and any other event, mishap, liability, damage, expense, or cost arising out of its inability to honor any warranty shall be governed solely by these Terms. You acknowledge that Apple is not responsible for handling any case you or an outside party may have in connection with the App or your possession or potential use of the App, including

but not limited to: (a) claims based on object risk, (b) any instance in which the App fails to conform to a material legal or regulatory requirement, and (c) claims arising under any buyer's insurance or similar arrangement. You acknowledge that in the event an outsider claims that the App or your ownership and use of this App infringe that outsider's licensed innovation rights, Turbowars, not Apple, shall be solely liable for investigating, securing, settling, and releasing any such warranty for infringement of protected innovation to the extent required by these Terms. You should follow the applicable terms and conditions for outside vendors when using the App. You acknowledge and agree that Apple and Apple's Auxiliary Persons are external recipients of these Terms as they relate to your use of the App and that upon your acceptance of these Terms, Apple shall have the right (and shall be deemed to have accepted the right) to maintain these Terms against you as an external recipient.

10. Refund

By agreeing to these Terms and using the Service, you agree to indemnify, defend and hold Turbowars and our past, present and future employees, officers, directors, project personnel, consultants, value carriers, vendors, professional organizations, parent organizations, auxiliaries, members, professionals, agents (exclusively and collectively, the "Turbowars Parties") from and against all actual and alleged claims, damages, indemnify, defend and hold harmless the Turbowars Parties (exclusively and collectively, the "Turbowars Parties") from and against all actual or alleged claims, damages, awards, judgments, mishaps, liabilities, obligations, penalties, interest, fees, costs (including, without limitation, attorneys' fees and costs) and expenses (including, without limitation, court costs, settlement costs, and costs of seeking restitution and protection), of every kind and nature, whether known or unknown, predicted or unforeseen, developed or undeveloped, or suspected or unsuspected, in law or in equity, whether arising in tort, contract or in any cause of action (all together, "Cases"), including, without limitation, damages to property or personal injury caused by, arising out of or relating to (a) your use or misuse of the Service, the Content, the NFTs or the Content associated with or related to the NFTs, (b) your Feedback, (c) your breach or violation of any provision of these Terms or of any relevant law, and (d) your violation of the rights or obligations of any outsider, including any other customer or outsider, and (e) your negligence or willful misconduct. You agree to promptly notify Turbowars of any claim and to assist the Turbowars Parties in defending any such claim. You further agree that the Turbowars Parties will have control over the protection or settlement of any claim. THIS INDEMNIFICATION IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNIFICATION SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND Turbowars.

11. Disclaimers

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND Turbowars EXPRESSLY DISCLAIMS ANY WARRANTIES OR

CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. Turbowars A (AND ITS SUPPLIERS) MAKE NO WARRANTY OR REPRESENTATION, AND DISCLAIM ALL RESPONSIBILITY, AS TO WHETHER THE SERVICE WILL: (A) MEET YOUR REQUIREMENTS; (B) BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (C) BE ACCURATE, RELIABLE, COMPLETE, LAWFUL OR SECURE. Turbowars DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Turbowars SHALL NOT BE LIABLE FOR ANY LOSS OF ANY KIND ARISING FROM ACTIONS TAKEN IN RELIANCE ON THE MATERIALS OR INFORMATION CONTAINED IN THE SERVICE. WHILE Turbowars ATTEMPTS TO MAKE ACCESS TO AND USE OF THE SERVICE SECURE, WE CANNOT AND DO NOT WARRANT THAT THE SERVICE, THE CONTENT, THE CONTENT LINKED OR CONNECTED TO THE NFTS, OR THE NFTS WITH WHICH YOU INTERACT THROUGH OUR SERVICE OR OUR SERVICE PROVIDERS' SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY INFORMATION YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM THE Turbowars PARTIES OR THROUGH THE SERVICE, SHALL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS ASSOCIATED WITH PROVIDING INFORMATION AND TRADING ONLINE OVER THE INTERNET AND DO NOT HOLD Turbowars RESPONSIBLE FOR ANY BREACH OF SECURITY.

WE ASSUME NO RESPONSIBILITY OR LIABILITY FOR ANY USE OF NFTS, CONTENT AND/OR CONTENT LINKED OR ASSOCIATED WITH NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSS, DAMAGE OR CLAIM ARISING FROM: (A) USER ERROR, INCORRECTLY CREATED TRANSACTIONS, OR INCORRECTLY ENTERED ADDRESSES; (B) SERVER DOWNTIME OR LOSS OF DATA; (C) UNAUTHORIZED ACCESS OR USE; (D) UNAUTHORIZED THIRD PARTY ACTIVITY, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE FORCING, OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTS.

NFTS EXIST ONLY BECAUSE OF THE OWNERSHIP RECORDS MAINTAINED ON THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM NETWORK). ALL TRANSFERS OR SALES OCCUR ON THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM). Turbowars AND/OR ANY OTHER Turbowars PARTY CANNOT TRANSFER OR OTHERWISE CONTROL THE TRANSFER OF OWNERSHIP OR RIGHTS IN NFTS OR UNDERLYING OR RELATED CONTENT OR ITEMS.

NO Turbowars PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM VULNERABILITY OR ANY TYPE OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS, OR OTHER FUNCTIONALITY OF THE NFTS. NO Turbowars PARTY WILL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE DUE TO LATE REPORTING BY DEVELOPERS OR AGENTS (OR NO

REPORTING AT ALL) OF PROBLEMS WITH THE BLOCKCHAIN THAT SUPPORTS THE NFTS, INCLUDING FORKS, TECHNICAL NODE PROBLEMS, OR OTHER PROBLEMS THAT RESULT IN LOSS OR DAMAGE.

Some stations do not allow the prohibition of proposed warranties in agreements with buyers, so the above disclaimer may not affect you.

12. Suspicion of Risk

You acknowledge and recognize:

The value of an NFT is emotional. The cost of NFTs is subject to unpredictability, and changes in the cost of cryptocurrency may also physically and antagonistically affect the cost of NFTs. You acknowledge that you can fully comprehend this subjectivity and unpredictability and that you may lose money.

A lack of use or public interest in creating and improving distributed environments could have a negative impact on the development of these biological systems and their associated applications, and thus negatively impact the potential benefits of NFTs.

The administration system that oversees blockchain innovation, non-fungible tokens, digital money, and other crypto-based things is questionable, and new policies or approaches may have a significant antagonistic impact on the advancement of the service and the usefulness of NFTs.

You are solely responsible for finding out what fees if any, apply to your exchanges. Turbowars is not responsible for deciding what fees apply to your NFTs.

There are dangers associated with purchasing things connected to content made by outsiders through shared exchanges, including, but not limited to, the danger of purchasing counterfeit things, mislabeled things, things powerless against metadata rot, things on brilliant arrangements with bugs, and things that could become untransferable. You represent and warrant that you have made reasonable inquiries before deciding to sell, acquire, move, or communicate with NFTs or records/assortments.

We have no control over the public blockchains you connect to, and we have no control over specific brilliant arrangements and conventions that may be fundamental to your capacity to finish exchanges on those public blockchains. Furthermore, blockchain exchanges are irreversible and Turbowars has no way to reverse exchanges on the blockchain.

There are dangers associated with the use of internet and blockchain-based elements, including, but not limited to, device, programming and internet connection dangers, the danger of malicious programming, and the danger of outsiders gaining unauthorized access to your external wallet or account. You acknowledge and acknowledge that Turbowars is not responsible for any correspondence fallacies, malfunctions, errors, mutilations, or delays that you may encounter but are caused while using the Service or any Blockchain organization.

The Service depends on outside stages and additionally vendors. In the event that we are unable to keep up a reasonable connection with such tier suppliers or potential merchants; if the arrangements or evaluations of such tier suppliers and additionally sellers change; if we

disregard or are unable to agree to the arrangements of such tiers as well as merchants; or then again, if any of these tiers or potential sellers loses a portion of the overall industry or becomes undesirable or inaccessible for a delayed time frame, access to and use of the Service will remain.

Turbowars reserves all authority to conceal assortments, arrangements and things affected by any of these issues or other issues. Things you purchase may be blocked on Turbowars. Inability to see things on Turbowars or failure to turn on the Service in connection with the purchase, trade, or movement of things accessible on a blockchain can in no way be used as grounds for a case against Turbowars.

Assuming you have an issue with at least one customer, YOU RELEASE US FROM CLAIMS, CLAIMS AND DAMAGES OF ANY KIND OR NATURE, KNOWN AND UNKNOWN, arising out of or in any way related to such disputes. BY ENTERING INTO THIS RELEASE, YOU EXPRESSLY WAIVE ANY PROTECTION (STATUTORY OR OTHERWISE) THAT WOULD LIMIT THE COVERAGE OF THIS RELEASE TO THOSE CLAIMS THAT YOU KNOW OR SUSPECT EXIST IN YOUR FAVOR AT THE TIME YOU AGREE TO THIS RELEASE.

13. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL Turbowars OR ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE SERVICES, PRODUCTS OR THIRD PARTY WEBSITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOST PROFITS, LOST BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF Turbowars OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS FOR THE PROVISION, USE OR PERFORMANCE OF THE SERVICE. YOUR ACCESS TO AND USE OF THE SERVICE, PRODUCTS, OR THIRD PARTY WEBSITES AND PRODUCTS IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, IN NO EVENT SHALL Turbowars'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS, ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS OR ANY TurbowarsPRODUCTS OR SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY Turbowars FOR ITS SERVICES DIRECTLY RELATED TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF THE ABOVE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

Some countries do not allow the prohibition or exclusion of incidental or important damages, so the above limitation or exclusion may not apply to you. Some countries additionally limit the exclusion or limitation of the risk of personal injury from the buyer's property, so this limitation may not apply to personal injury claims.

14. Protection Provisions

If it's not too much trouble, you can read about how we collect, use and offer personal information about you in our Privacy Policy. By submitting individual information through our Service, you agree to the terms of our Privacy Policy and expressly consent to the selection, use and disclosure of your own information in accordance with the Privacy Policy.

15. Adjustments to the Service

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Service (or any element or portion thereof) at any time without risk.

16. Resolution of issues; arbitration

Resolution of Issues. Please read the attached arbitration agreement in this section ("Arbitration Agreement") carefully. It expects you to arbitrate disputes with Turbowars and limits the manner in which you may expect us to provide relief. This section does not address issues between customers or between customers and outsiders. Turbowars does not provide arbitration services for such disputes, and the parties should resolve such disputes in a straightforward manner.

The materiality of the Arbitration Agreement. You agree that any debate, dispute, or case related in any way to your access to or use of the Service, to items sold or appropriated through the Service, or to any part of your relationship with Turbowars will be resolved by limited arbitration and not in court, including the limitation of inquiries as to the arbitrability of any such issue, discussion or such case, except that (1) you or Turbowars may bring claims in small claims court, provided, however, that the cases qualify, the cases remain only in such court, and the cases remain on an individual, non-delegated and non-class premise; and (2) you or Turbowars could seek injunctive or impartial relief in a court of lawful community, provided that the case involves interference with protected innovation or other abuse of protected innovation freedoms.

Debate Goal Process. You and Turbowars agree to participate in serious efforts to resolve issues before either party initiates an intervention, goes to court in small cases or provides impartial assistance for the interference with protected innovation. You should begin this question-target process by sending a letter outlining your case: The two players agree to meet

and actually, telephonically or by video conference (hereinafter "meeting"), consider the debate and make an effort with a sense of sincere determination to arrive at a mutually valuable outcome that avoids the costs of discretion or, if necessary, prosecution. Assuming you are approached by legal counsel, your legal counsel could also participate in the conference, but you agree to participate fully in the conference. If Turbowars is approached by legal counsel, their counsel could also participate in the conference, but Turbowars agrees to have a delegate from the organization participate fully in the conference. Legal deadlines and any cut-off times for recording costs will be met while members participate in the casual discussion session and conference provided for in this section. Assuming that the Assemblies do not agree to determine debate within thirty (30) days of the beginning of this question-target process, either party could begin mediation, record activity in small cases court, or document a case for injunctive or equitable relief in a court of legitimate jurisdiction for issues related to protected innovation interventions, provided the cases qualify.

Discretionary Rules and Forum. The Federal Arbitration Act governs the translation and requirements of this arbitration agreement. To initiate arbitration, you should send a letter referring to arbitration and describing your case to our Registered Specialist at info@turbowars.io. The intervention will be managed by JAMS, an election litigation provider. For disputes and counterclaims under \$250,000, which do not include attorneys' fees and interest, the most recent version of JAMS' Streamlined Arbitration Rules and the JAMS Minimum Consumer Standards in effect at that time will apply; for all other cases, the most recent JAMS Comprehensive Arbitration Rules and Procedures and the JAMS Minimum Consumer Standards in effect at that time will apply. The JAMS standards are available at jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties choose to arbitrate. Assuming the arbitrator determines that you are unable to pay the costs of the record, award, hearing, and other costs and does not obtain a waiver from JAMS, Turbowars will pay those costs for you, provided you agree to the process described above. Similarly, Turbowars will reimburse all JAMS documentation, assessment, hearing, and other costs for claims under \$10,000 unless the arbitrator determines that the cases are minor or you did not agree to the question targeting process set forth above. Even in this case, assuming you took advantage of the discretionary guarantee, you must pay the lesser of \$250 or the maximum amount allowed under the JAMS rules for mediation proceedings brought by you in any case. You will still be responsible for any additional costs you incur under the Discretionary Guarantee, including, without limitation, attorney or monitor fees. You may choose to conduct the mediation by telephone or videoconference, with respect to composing entries, face-to-face in your old neighborhood (assuming you live in the United States), or in a more general location that is reasonably helpful to you. Any honorable judgment rendered by the conciliator may be entered in any court of record.

Powers of the Arbitrator. The arbitrator shall have the authority to (a) decide the extent and enforceability of this Arbitration Agreement and (b) resolve any dispute relating to the translation, relevance, enforceability or development of this Arbitration Agreement, including but not limited to cases in which this Arbitration Agreement is void or voidable in whole or in part. The arbitration will determine the freedoms and obligations, if any, of you and Turbowars. The arbitration will not be combined or consolidated with any other case or meeting. The mediator has the authority to allow motions that terminate a case in whole or in part. The mediator has

the authority to award monetary compensation and to provide any non-monetary cure or relief available to a person under the appropriate law, the principles of arbitration, and these terms. The arbitrator will give a composite award and wording of the decision that sets forth the basic findings and objectives upon which the award is based, including the estimate of compensation awarded. The arbitrator has similar authority to award relief on a single premise as a judge in a courtroom. The Authority's award is binding and restrictive on you and us.

Waiver of Jury Trial. YOU AND Turbowars HEREBY WAIVE ALL CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND TO HAVE A TRIAL BEFORE A JUDGE OR JURY. Rather, you and Turbowars elect to have all cases and issues resolved under this Arbitration Agreement, except as provided in the second part of this Section 16 above ("Applicability of the Arbitration Agreement"). An arbitrator may, on a single premise, grant similar rights, and relief as a court and should follow those terms as a court would. Notwithstanding, there is no appointed authority or jury in mediation, and judicial review of a grant of intervention is subject to extremely limited oversight.

Waiver of Class Actions and Class Arbitrations. ALL CLAIMS AND DISPUTES UNDER THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A REPRESENTATIVE OR COLLECTIVE CLASS BASIS. Only an individual remedy is available, and the claims of more than one user, person or entity may not be arbitrated or consolidated with those of any other user, person or entity. Similarly, under the mediation techniques set forth in this section, a mediator will not consolidate or consolidate the cases of multiple parties without the consent of all affected parties to proceed. Without limiting the oversimplification of the foregoing, you and Turbowars agree that no class mediation debate will proceed without the composite consent of all affected parties. Assuming a decision is made expressing that applicable law blocks the requirement of any portion of the limits of this subsection with respect to a particular case, that case should be severed from the action and removed to the state or federal courts in New York County in the State of New York. All remaining cases shall be removed to another court.

Severability. If any part or parts of this Arbitration Agreement are held invalid or unenforceable under law, then such part or parts shall be without force and effect, and the remainder of the Arbitration Agreement shall continue in full force and effect.

Permanence of Agreement. This arbitration agreement shall continue in effect until the end of your relationship with Turbowars.

Modification. Notwithstanding anything contained herein, we agree that if Turbowars makes a material change to this Arbitration Agreement for the future, you may revoke such change within thirty (30) days after the effective date of the change by contacting Turbowars at the address shown opposite: info@turbowars.io

17. Governing Law and Jurisdiction

These Terms and your access to and use of the Service are represented, understood, and will be maintained in accordance with the laws of the State of New York (notwithstanding any challenge to any rules or standards of law of the State of New York or any other jurisdiction that would cause the application of the laws of any other place). Any issue between the parties that

is not subject to discretionary jurisdiction under Section 16 or cannot be litigated in small claims court shall be resolved in the state or governmental courts of New York County in the State of New York and the United States sitting separately in the State of New York.

18. Termination

Assuming you violate any of the agreements in these Terms, all licenses granted by Turbowars will terminate on their own. In addition, we have the right, with or without notice and in our sole discretion, to suspend, inhibit, terminate or cancel your account and your ability to access or use the Service (or any part thereof) whenever and for any reason, and you acknowledge and agree that we have no responsibility or obligation to you in such event and that you are not entitled to any reduction of any amounts you have already paid to us.

19. Severability

If any term, condition, or covenant of these Terms is held to be invalid or unenforceable, then such term, condition, or covenant shall be severable from these Terms and shall not affect the legitimacy or enforceability of any remaining portion of such term, condition or covenant or any other term, condition or covenant of these Terms.

20. Injunctive Relief

You agree that a breach of these Terms will cause Turbowars hopeless harm for which money damages would not be a sufficient remedy and that, notwithstanding any remedy it may have hereunder or at law, Turbowars is qualified for impartial relief without a surety, other security, or an affirmation of damages.

21. Eport Laws

You represent that you will not, directly or indirectly, ship or transfer the Service or potentially any other data or materials provided by Turbowars under this Agreement to any country for which the United States or any other major country requires product approval or other regulatory approval at the time the Service is provided without first obtaining such approval or authorization. In particular, but without limitation, the Service may not be provided (a) to a country with restricted access to the United States or to a country designated by the U.S. Government as a country that "supports fear-based oppressors" or (b) to a person listed on any U.S. Government list of prohibited or restricted categories of persons, including the U.S. Department of Commerce's list of "Specially Designated Nationals" or the U.S. Department of Commerce's "Denied Person's List" or "Entity List." By using the Service, you represent and

warrant that you are not located in or listed on any such nation. You are responsible for and agree to comply, at your own expense, with all applicable United States laws and regulations.

22. Durability

All Sections that by their tendency should survive the termination of these Terms will continue in full force and effect notwithstanding any termination of these Terms by Turbowars or you. Termination shall not limit any other privileges or rights of Turbowars under law or for value.

23. Miscellaneous

These Terms constitute the entire agreement between you and OpenSea relating to your access to and use of the Service. These Terms and any freedoms and licenses permitted herein may not be modified or rejected by you without OpenSea's prior consent, and OpenSea's inability to declare any right or agreement under these Terms shall not constitute a waiver of such right or agreement. The waiver by either party of any breach or default under these Terms shall not be deemed a waiver of any initial or subsequent breach or default. The section headings are for reference only and have no lawful effect.

The Service is operated by us in the United States. Persons who choose to access the Service from territories outside the United States do so on their own initiative and are responsible for compliance with applicable material laws in their area. You and OpenSea agree that the United Nations Convention on Contracts for the International Sale of Goods does not affect the translation or development of these Terms.

Except as in any case so given, these Terms are planned solely to serve the years and are not expected to give outsider recipient freedoms to some other individuals or elements.