



# Freakys Terms and Conditions

## Disclaimer

The Freakys Collection ("Freakys") is a collection of digital artworks, which are Non-Fungible Tokens ("NFTs") and/or Semi Fungible Tokens ("SFTs"), running on Polygon network, created by the Cromy's art & dev teams. Cromy (the "Company") owns all intellectual property rights over "Freakys" (including copyright), as well as names, logos, and trademarks.

The Company reserves the exclusive rights to use official Cromy's and/or Freakys Collection logos, texts, and other content associated with this project, in any and all forms of media -now known or hereinafter devised- in perpetuity. This website is only an interface allowing participants to buy and/or exchange digital collectibles. Users are entirely responsible for the safety and management of their own private wallets and validating all transactions and contracts generated by this website before their approval. Furthermore, Users acknowledge that there is no ability to undo, reverse, or restore any transactions. This website and any connected services are provided on an "as is" and "as available" basis, and without a warranty of any kind. By using this website you are accepting sole responsibility for any and all transactions involving Freakys Collection digital collectibles.

## Ownership - You Own the NFT/SFT

The initial product launch of Freakys is 1982 individual ERC-721 tokens: "Freakys Booster (Early access)"; 1982 "Freakys Membership (Early access)"; 1982 "Freakys VIP Box (Early access)" and a total of 109.010 non exclusive ERC-1155 ("The SFTs") pieces of art hosted on the InterPlanetary File System ("IPFS"). By connecting your wallet and minting the Freakys Collection using our smart contract, you will gain full and complete ownership of your NFT/SFT. At no point may we seize, freeze, or otherwise modify the ownership of any Freakys NFT/SFT collectible.

## Cromy license

The purchase of your NFT/SFT in the initial sale is accompanied by an exclusive license to use the artwork associated with your NFT/SFT for personal purposes, therefore excluding any commercial purpose. However, insofar as you take any illegal or malicious action for the purpose of harming us or the art or the NFT/SFT or its series, we will be entitled to deprive you of the license and the rights that come with it. We also have the right to use any of the works in the series in order to promote the series, and thereby also your NFT/SFT. Such promotion will not constitute a violation of your license.

## Personal Use

Subject to your continued compliance with these Terms, we grant you a worldwide, royalty-free license to use, copy, and display the purchased NFT, along with any extensions that you choose to create or use, solely for the following purposes:

- For your own personal, non-commercial use;
- As part of a marketplace that permits the purchase and sale of your Freakys NFT.

## **Age Implications**

The Freakys Collection project isn't targeted towards children. You agree that you are over the age of 18, or above the legal age of your jurisdiction, whichever is greater.

## **Limitations of Liability**

You agree to hold us, our affiliated and related companies, and each of their respective directors, shareholders, officers, employees, contractors, representatives, licensees and assigns, harmless from any losses, damages, claims, costs and expenses you may incur as a consequence of minting (or attempting to mint) your NFT/SFT.

## **No Guarantees or Future Promises**

You agree that your purchase of a Freakys Collection Booster Pack and/or NFT/SFT from our initial project is all you are guaranteed to receive with your initial purchase. Any future potential airdrops, community gatherings, or other benefits are ancillary to this purchase and not to be taken into consideration with your initial purchase. You agree that you are not relying on any future commitments by the Company in using this site and participating in our NFT launch.

## **NFTs/SFTs are not intended as investments**

NFT/SFTs are not intended as investments. We make absolutely no promise or guarantee that these Booster Packs and/or NFT/SFTs will be worth anything. You understand that they have no inherent monetary value.

CROMY'S DIGITAL COLLECTIBLES, INCLUDING FREAKYS COLLECTION, ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY. THEY ARE NOT A "SECURITY," AS DEFINED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE OR FOREIGN LAW.

## **Privacy Policy**

The Company will not collect any cookies, IP addresses, or any user data in connection with your use of the website. This is subject to change. Additionally, you understand that the blockchain network is a public blockchain and all of your transaction history initiated through the website will be made public. You also understand that the Company may work with third-party apps that collect data, such as Discord or other social media for holder verifications or giveaways, and/or payments getaways such as Stripe, Square or PayPal.

## **Class Action Waiver**

You agree to waive any class action status, and any legal dispute around the The Freakys Collection project which you may choose to bring can only be done on an individual basis.

## **Taxes**

You are entirely responsible for any tax liability which may arise from minting or reselling your NFTs.