

Terms of engagement

By visiting this site, you agree to all of its terms of use and privacy policy. In order to buy or sell NFT you must also agree to all of the terms and conditions set forth below.

If you do not agree to one or more of the terms, you should leave the site and not make any use of it.

Definitions:

Artwork - one of 8,000 3D artworks in the HYPERSLOTHS collection representing a unique HYPERSLOTH character ("HYPERSLOTH").

Wallet - an application that allows the user to register and receive a unique ID that will allow access and interaction with the Ethereum network in an identifiable manner.

Hypersloth whitelist - a list containing any user who holds the right to mint in the period prior to the initial sale.

Hypersloth license - the purchase of your NFT in the initial sale is accompanied by an exclusive license to use the artwork associated with your NFT for commercial purposes, and therefore to enjoy any profit generated as a result, as long as you own the said NFT. However, insofar as you take any illegal or malicious action for the purpose of harming us or the art or the NFT 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. Such promotion will not constitute a violation of your license.

NFT - each, an identifiable, non-fungible, non-replicable and transferrable cryptographic asset recorded on the Ethereum Network, used as proof of authenticity and proof of ownership over certain rights vested in the Holders, associated with an instance of an Artwork.

Holder - the one who holds the NFT.

User - anyone who uses the site.

Initial sale - the first sale of NFT on the site.

Mint - refers to the successful submission of a request through an eligible Wallet, for the creation of a new block of information on a distributed ledger (the

Ethereum Network), to a self-executing software (the Smart Contract), for the purposes of creating a new NFT recorded against the unique identifier of the Wallet from which the request is submitted.

Smart Contract - the transaction protocol governing the Minting and the transfer of NFTs on the Ethereum Network.

Royalties - the amount stipulated in the smart contract as a commission for transferring NFT from one holder to another. This amount is automatically transferred to the company.

Secondary Sale - any resale of the NFT in a secondary market that ends with a new holder.

Commercial purpose - trading in NFTs on various platforms.

Terms and material information

1. By making a purchase or sale or transfer of NFT you declare that you understand that this does not constitute an obligation on our part to generate profits for you, or a promise that the NFT will have a certain value. The NFT are offered for sale as art items.
2. You undertake to make legal use of the NFT and the artworks, and to refrain in any way from violating any rights or law in connection therewith.
3. You are also solely responsible for any tax liability incurred as a result of any trade, including the obligation to report to any authority or entity.
4. The sole responsibility for the use and security of your NFT wallet is on you. It is therefore advisable to take all acceptable safety measures for NFT storage. You are also solely responsible for any transaction you request to make through the wallet. It will be clarified that we will not have any ability to cancel or change transactions you have chosen to make.
5. If you were added for the Hypersloth whitelist, you can purchase the right to mint the NFT during the initial sale. Payment for the purchase of the right to Mint will be made through ETH (Ethereum) and is therefore subject to the restrictions of it. Therefore you may not be able to change or cancel the payment and the responsibility for this is solely on you.
6. If you have purchased and exercised your right to mint, you will receive the NFT you purchased and it will be attributed to your wallet using Ethereum encryption.

7. Your ownership will be through the Commercial Purpose of Hypersloth License in NFT. Your ownership will be neither of the graphics themselves nor of the intellectual property in it.
8. Any transfer of the NFT is subject to these terms without exception as the terms will continue to apply to a transfer in the future without the transferor or the transferee being able to condition on it.
9. You may transfer the NFT on any legal platform that will enable the credible identification of ownership, provided that it does not in any way infringe the terms of the Smart Contract governing the NFT. You should absolutely refrain from making a transfer that may attempt to circumvent these provisions or evade the payment of royalties.
10. In the transfer of the NFT you transfer with it your SLOTH license to the new holder. As a result, you will not be allowed to perform any action arising from the license or the rights attached to it or the NFT anymore.
11. We will also be entitled to transfer our rights to any other third party in accordance with these terms, all without prejudice to your rights.
12. We retain all rights to the Hypersloths logo and all other Intellectual Property ("Hypersloths Materials"). You have a limited right to use such Hypersloths Materials as they are incorporated in the Artwork associated with your NFT, but this is limited to using them only to the extent necessary to reproduce the Artwork, and result in an unaltered reproduction of the Hypersloths Materials. You shall not use the Hypersloths Materials, whether for commercial or non-commercial purposes, for any other purpose.
13. The services offered on the site are "as is", and the company does not bear any damage that may be caused to you as a result of using the site and the services provided on it.
14. You declare that you will not have any claim against the company and that you absolve it completely from any claim for any damage to NFT arising from the use of your wallet, or from any loss or damage of any complete or partial information contained therein, including any malfunction related to the Ethereum network and anything arising from it. Also, since this is an online environment, malicious parties may perform malicious actions and the company has no and will not have any responsibility for this.
15. The Company does not provide you with any warranty in relation to the Services, and any future trading in the NFT is at your sole responsibility.
16. This condition is a fundamental and basic condition for your communication with us, and insofar as you do not agree with it, you must refrain from needing any services from us. The
17. The law that applies to these conditions is Israeli law only.