

Website Terms of Use

Non Fungible Gaskets Ltd (“we”/ “us”) is a limited company registered in England and Wales with company number 13751821 and having its registered office at 35 Ballards Lane, London, N3 1XW, United Kingdom. Please read this Website Terms of Use (“Terms of Use”) carefully before using <https://thekiss.xyz> (the “Site”).

This version of the Terms of Use was last updated on 10 February 2022.

1. TERMS OF USE

- 1.1 The Terms of Use apply to anyone who uses or accesses the Site (“you”), whether or not you connect your Ethereum wallet to our Site. By using the Site, you confirm that you accept and agree to comply with these Terms of Use. Please also take the time to read our Privacy Notice which sets out the terms on how we process your personal data and our Cookie Policy to see how we track your activity. Where you transact through our Site, such transactions will be governed by the Terms and Conditions of Sale, together with the exclusions contained therein which also apply to any Content (defined below) about the NFTs advertised on the Site.
- 1.2 We may amend these Terms of Use from time to time. Every time you wish to use our Site, please check these Terms of Use to ensure you understand the terms that apply at that time. If the changes are material, we will let you know by posting a notice on the Site before the changes go into effect. If you have any questions about our Terms of Use or on how to use the Site, please contact us at info@divergencetech.xyz

2. ACCESSING OUR SITE

- 2.1 We may change, modify or close down the Site, or change the purpose around which the Site is based. In the event of a substantial change to the purpose of the Site, we shall amend our Terms of Use accordingly.
- 2.2 Whilst we try to ensure that the Site is accessible at all times, access may be suspended temporarily and without notice in the case of system failure, maintenance or repair, or for reasons beyond our control. We shall not be held liable if for any reason the Site is unavailable at any time or for any period. We also do not guarantee the speed, accuracy or quality of any content on the Site.
- 2.3 You are responsible for making all arrangements necessary to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All text, graphics, user interfaces, visual interfaces, photographs, trade marks, logos, sounds, music, videos and images, including but not limited to the structure, design, expression, arrangement, and coordination of such material (together the “Content”), on the Site is owned or licensed by or to us, and is protected by intellectual property rights, including copyright and trade marks. By using the Site, you acknowledge that we are the owner or licensee of all intellectual property rights for the Site and the Content. You acknowledge that the Site and the Content may only be used according to these Terms of Use. You acknowledge that the Site and all Content, relevant trade marks, and any other portion thereof may not be reproduced, duplicated, copied, sold, resold, modified or otherwise exploited, in whole or in part, for any purpose without our written consent. All intellectual property rights in the Site and the Content are hereby reserved and our moral rights are hereby asserted.
- 3.2 By acquiring an NFT, you do not acquire any intellectual property rights in the Content relating to that NFT on our Site (such as pictures or videos of it), and any unauthorised use of the Site or Content may violate intellectual property laws, privacy laws, communications regulations, statutes and treaties. We direct you to Clause 10 of the Terms and Conditions of Sale on Intellectual Property.
- 3.3 If you breach these Terms of Use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the Content you have made.

4. LINKS TO THIRD PARTIES

4.1 The Site may contain hyperlinks to various websites and other resources provided by third parties with information outside of our control. These links are provided for your information only. No mention of any organisation, company or individual through a hyperlink shall imply any approval or warranty as to the standing and capability of any such organisations, company or individual on our part. We have no control over the content of those third-party websites or resources and accept no responsibility for them or for any loss or damage that may be suffered in connection with your use of them.

5. NO RELIANCE ON INFORMATION

5.1 While we endeavour to ensure that the information on the Site is correct, we cannot guarantee the accuracy and completeness of the Content on the Site. We may make changes to the Content on the Site and the NFTs described on it, at any time without notice.

5.2 The Content on the Site is not intended to amount to advice, and we shall not be liable for any loss caused by your reliance on any Content on the Site. The Site and its Content is provided “as is” without any conditions, warranties or other terms of any kind.

5.3 The statements and opinions expressed in the Content on the Site by third parties, are the opinions of those individuals. They do not purport to reflect our own opinions.

6. USER MATERIAL AND CONDUCT

6.1 You shall not circumvent, remove, alter, deactivate, degrade or thwart any of the Site’s protections; use any robot, spider, scraper or other automated means to access the Content; decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site; or insert any code or product or manipulate the Site in any way or use any data mining, data gathering or extraction method.

6.2 You may link to the Site, provided you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. In particular, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The Site must not be framed on any other website. We reserve the right to withdraw linking permission without notice.

6.3 If you wish to make any use of Content on the Site, please address your request to us by email at info@divergencetech.xyz.

7. LIMITATION TO OUR LIABILITY

7.1 Nothing in the Terms of Use limits or excludes our liability for: (a) death or personal injury caused by negligence; or (b) fraud or fraudulent misrepresentation.

7.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site and its Content, whether express or implied.

7.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, or otherwise, even if foreseeable, arising in connection with use of, or inability to use, our Site; or use of or reliance on any Content displayed on our Site. We shall not be liable for any loss of profits, loss of business, goodwill, loss of anticipated savings or for any special, indirect, incidental, or consequential loss, costs, damages, charges or expenses to the fullest extent permitted by law.

7.4 We do not guarantee that our Site will be secure or free from bugs or viruses. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any Content on it, or on any Site linked to it.

8. MISCELLANEOUS

8.1 If a court finds that any part of these Terms of Use is not valid, or is illegal or impossible to enforce, that part of these Terms of Use will be treated as being deleted, and the rest of these Terms of Use will not be affected.

- 8.2 We shall not be responsible for any failure to meet any obligation which we, or you have under these Terms of Use which is caused by circumstances beyond our, or your reasonable control. This includes, but is not limited to strikes, lock-outs, fire, flood, natural disasters, epidemics, wars, armed conflict, terrorist attacks and nuclear and chemical contamination.
- 8.3 Any notice pursuant to or in connection with these Terms of Use shall be in writing by email to info@divergencetech.xyz. Notices are deemed delivered immediately upon transmission if transmitted during normal business hours in the country of the recipient, or otherwise on the following business day.
- 8.4 These Terms of Use and any contractual or non-contractual dispute arising out of or in connection with these Terms of Use, will be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees, for the sole benefit of the Seller that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.