

# TERMS AND CONDITIONS OF THE DIGITAL SYNDICATE

Last Update: 17/08/2023

## PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

These Terms and Conditions (“**Terms**”) describe the rules governing your use of this site <http://tdsnft.com> (“**site**”), the NFTs, and the Artworks.

To contact us, please email [info@tdsnft.com](mailto:info@tdsnft.com).

### 1. General Information

**BY VISITING OUR SITE AND PURCHASING AND SELLING THE NFTS (THROUGH OUR SITE OR ON THE SECONDARY MARKET, AS APPLICABLE), YOU AGREE TO BE BOUND BY THESE TERMS.**

We may transfer our rights and obligations under these Terms to another organization. If this happens, we will always tell you in writing and ensure the transfer will not affect your rights.

You may not use this site, the NFTs, and the Artworks associated with the NFTs for any illegal or unauthorized purpose, nor may you, in the use of the NFTs and the Artworks related to the NFTs violate any laws in your jurisdiction (including but not limited to copyright laws).

Any connected services included in this site are provided “AS IS” and “AS AVAILABLE” without any warranty. We do not guarantee that our site, or any content, will always be available or uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

### 2. Who can access the site?

Our site is directed to people residing in jurisdictions where the purchase of NFTs is not prohibited. Therefore, we do not represent that content available on or through our site is appropriate for use or available in your location.

By agreeing to these Terms, you represent that you are at least 18 years old.

### 3. Definitions

The following definitions will be used throughout the Terms:

<b>“Artwork”</b>	refers to a single artwork from the collections of one hundred seventy-seven (177) artworks stored on sologenic.org, making up the <b>GENESIS DIGI, CHALLENGER DIGI, DIGI-XRPIG, and EASTER DIGI</b> collection, representing a unique <b>DIGI</b> character (“ <b>DIGI</b> ”).
<b>“Wallet”</b>	refers to an application that allows users to register a unique identifier, to use such unique identifier to access and interact with the XRP Network, and (subject to any technological restraint), to manage information (including any form of cryptographic asset) that is attributable to that unique identifier (including, for example, transferring any information).
<b>“DIGILIST”</b>	refers to the group of End Users that hold the right to Mint in the period before the Initial Sale.
<b>“TDS Licence”</b>	refers to the intellectual property licence provided to the Holders , as described in section 7 of these Terms.
<b>“Holder”</b>	refers to the holder of an NFT.
<b>“End Users”</b>	refers to the users of the site.
<b>“NFTs”</b>	each, an identifiable, non-fungible, non-replicable, and transferrable cryptographic asset recorded on the XRP Network, used as proof of authenticity and proof of ownership over certain rights (as set out in these Terms) vested in the Holders, associated with an instance of an Artwork.
<b>“Initial Sale”</b>	refers to the first sale of NFTs through the site.
<b>“Intellectual Property”</b>	means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, performance rights and know-how.

<b>“Mint”</b>	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 XRP 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.
<b>“Royalties”</b>	refers to the amount of fees applied by the Smart Contract to the transfer of NFTs (for value) from a current Holder to a new Holder, which is automatically transferred by the Smart Contract to the Company.
<b>“Secondary Sales”</b>	in respect of each NFT, the subsequent re-sale of the NFTs on the secondary market (whether on or outside of the Marketplace) whereby an NFT is transferred from a current Holder to a New Holder.
<b>“Smart Contract”</b>	the transaction protocol governing the Minting and the transfer of NFTs on the XRP Network.

#### **4. What is the site used for?**

This site is for informational purposes, and as the main website of The Digital Syndicate.

#### **5. Your Purchase**

If you have been included in the DIGILIST, accessing the site during the Initial Sales will allow you to purchase the right to Mint one or more NFTs. Please note that, once deployed, we have no control over the Smart Contract when submitting your request to Mint the NFTs to the network.

Furthermore, payment for the right to Mint is made in XRP/SOLO (being the cryptographic currency on the XRP Ledger). Therefore, please be aware that transactions in cryptographic currency may be irreversible and that funds paid to an incorrect recipient may not be recoverable.

#### **6. What do you get**

When you successfully purchase and exercise the right to Mint, resulting in the NFT being attributed to your Wallet, what you actually purchase is the cryptographic asset recorded on the XRP Ledger, rather than the Artwork associated with it, together with The Digital Syndicate Licence.

Purchasing the NFTs does not grant you ownership of the Artwork, the Intellectual Property over the Artwork, or The Digital Syndicate Materials.

However, we believe in Web3 and, therefore, subject to these Terms, we provide the Holders with an uncapped licence to use the Artworks associated with their NFTs for commercial purposes.

## **7. The Digital Syndicate License**

Your purchase of an NFT during the Initial Sale comes with a sole licence to use the Artwork associated with your NFT for commercial purposes, including to create certain derivative works based on such Artwork ("**The Digital Syndicate Licence**"). The Digital Syndicate Licence is uncapped, meaning there is no limit to the amount of revenue you may generate using the Artwork associated with your NFT for as long as you remain the Holder of that NFT.

We are committed to building a thriving community around sustainable values. Therefore, please refrain from using the Artwork (i.e. DIGI associated with your NFT) in connection with any toxic purpose.

The Digital Syndicate Licence covering an Artwork shall automatically cease and be deemed revoked as soon as that Artwork is used for or in connection with immoral and/or offensive purposes or in a manner that is otherwise damaging to The Digital Syndicate brand and community. Importantly, please note that we retain the right to use all Artwork to promote the project and incorporate any The Digital Syndicate (including yours) in future initiatives. Any such initiative will focus on increasing awareness around the project, providing our collectors with value, and promoting the overall success of The Digital Syndicate community.

## **8. Transfer of NFTs**

All transfers (including the sale) of the NFTs are subject to these Terms, which shall be automatically incorporated into the transfer agreement (irrespective of whether such agreement is in writing or not) between the Holder transferring the NFT and the new Holder in receipt of such NFT.

You may transfer and/or sell the NFTs using reputable marketplaces and platforms that are compliant with any applicable law and/or regulation and capable of verifying and certifying the ownership of the NFTs, provided that the transfer of the NFTs through such marketplaces and platforms does not alter the desired functioning of the Smart Contract that governs the NFTs.

You shall not transfer the NFT in a manner that is intended to interfere with the desired functioning of the Smart Contract governing the NFTs, including any use intended to circumvent the application of Royalties.

The Digital Syndicate Licence transfers together with the NFT. Therefore, if you transfer ownership to a new Holder, you will stop benefitting from the rights granted under The Digital Syndicate Licence as these would transfer to the new Holder of the NFT, being the new subject benefitting from The Digital Syndicate Licence. You shall cease immediately any use (whether commercial or not) of the Artwork associated with the transferred NFT upon transfer.

#### 9. **What is NOT granted to you under The Digital Syndicate Licence**

We retain all rights to The Digital Syndicate logo and all other Digital Syndicate Intellectual Property ("The Digital Syndicate Materials"). You have a limited right to use such Digital Syndicate Materials as they are incorporated in the Artwork associated with your NFT.

This is limited to using them only to the extent necessary to reproduce the Artwork, resulting in an unaltered reproduction of The Digital Syndicate Materials. You shall not use The Digital Syndicate Materials for commercial or non-commercial purposes or any other purpose.

#### 10. **NFTs are NOT Intended as investments**

Please be aware that the NFTs are only intended and offered as collectibles and that the NFTs do not represent an investment nor grant any right to perceive financial benefits or governance over the project or the Company.

Note that the NFT market is highly volatile and that your NFT may lose all value.

#### 11. **\$VOLT Coin**

\$VOLT Coin can only be earned through Yielding Platform or by engaging with The Digital Syndicates' ecosystem.

**We will not be supplying liquidity,** and we will **not** endorse any liquidity pool. Existing pools are outside of our control, and they are in no way affiliated with the team.

We will not advertise liquidity for the token, as it has massive internal value that will essentially help you reap benefits in space.

12. **\$HERTZ Coin**

**\$HERTZ Coin is an Off-Chain currency;** therefore, it does **not** hold any real-world value and only has value within The Digital Syndicate ecosystem.

13. **\$WATT Coin**

**\$WATT Coin is an Off-Chain currency;** therefore, it does **not** hold any real-world value and only has value within The Digital Syndicate ecosystem.

This coin will only be used for entertainment purposes within the community.

14. **What are you responsible for?**

As a Holder, you are solely responsible for the safety of the NFTs that are attributed to your Wallet, including the proper management and safety, including the implementation of relevant security measures, of any Wallet used to store the NFTs.

As mentioned throughout these Terms, please note that the centralized nature of distributed ledger technology (such as the XRP Ledger) makes it impossible for us to reverse, cancel, undo, or otherwise alter any transaction and/or transfer. You are solely responsible for any transaction requested through your Wallet.

You are entirely responsible for any tax liability arising out of or in connection with the Mint, use and/or transfer (including the sale) of the NFTs, and/or the use (whether commercial or not) of the Artworks associated with your NFTs.

15. **Linking to our site**

You may not frame our site on any other site. Still, you may link to our home page, provided: (a) you do so in a way that is permitted, fair, and legal and does not damage our reputation or take advantage of it, and (b) you do not suggest endorsement or association on our part (unless we agreed to it in writing).

We reserve the right to withdraw the linking permission without notice.

## 16. **Personal Information**

Any and all personal information will be collected and processed in accordance with our privacy policy.

## 17. **External links**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked sites or information you may obtain from them. We have no control over the contents of those sites or resources.

## 18. **Disclaimer**

You hereby agree that we (and any of our affiliates) shall not be liable or otherwise responsible for any loss, damage, or claim (whether under contract or tort law) relating to or resulting from (a) the centralized nature of distributed ledger technology and the XRPL Ledger; (b) your use of your Wallet and/or any weakness and or defect in the security of your Wallet; (c) any weakness and/or defect in the confidentiality, integrity, availability, and/or security of any data, technology, and/or equipment used by you to access and/or store your NFTs; (d) any malicious act carried out by bad actors resulting in your loss of the NFTs; (e) any product, service, or experience designed by third-parties accessible through the use of the NFTs (regardless of whether such offering is offered with or without our permission); (f) any use of The Digital Syndicate Licence that is not made in accordance with the Terms; and (g) any use of the NFT and/or The Digital Syndicate Licence contravening these Terms or otherwise exceeding the rights granted to you by us under these Terms.

We make no representation and provide no warranties (whether expressed or implied) in relation to any use of the NFTs and the Artworks associated with the NFTs, including the availability of the Artworks and the NFT, particularly where the Artworks and/or the NFTs become unavailable due to a failure of the XRP Ledger, the marketplaces and platforms through which you display the Artworks associated with your NFTs, and/or any other infrastructure on which the NFTs and the Artworks rely on for the proper functioning.

## 19. **No Partnership, Joint Venture or Agency**

Nothing in these Terms is intended to, or shall be deemed to, establish any partnership, joint venture, agency, or employment relationship between you and the Company.

Nothing in these Terms shall authorize you to make or enter into any commitments or representation on our behalf.

You also confirm that in entering these Terms, you are acting on your own behalf and not for the benefit of any other person.

## **20. Governing law and Jurisdiction**

The Terms represent an agreement between you (in your capacity of Holder) and the Company, which shall be governed by, construed, and enforced under the laws of India without regard to any choice or conflict of laws rules. You hereby irrevocably agree that the courts of India shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms, their subject matter, or formation.