

TERMS AND CONDITIONS
for
www.NFTCryptomiami.io

NFT Crypto Miami Corp, a Florida corporation (“NFTCryptomiami” or the “Company”), its website, **www.NFTCryptomiami.io** (the “Website”) and its Mobile Application (the “Application”, and together with the Website referred to herein collectively as the “App”) provides its products and Services to you (the “Services”) subject to the following conditions. Please read these Terms and Conditions (the “Terms”) carefully before accessing or using the App. By accessing, registering for or using the App, or purchasing products through the App, you agree to be bound by these Terms and Conditions, which are as follows:

Where appropriate, NFTCryptomiami is referred to below as “NFTCryptomiami”, “we,” “us,” “our,” or “Company.” The term “you” refers to the user, subscriber or viewer of our App.

PERMISSIBLE USE OF THE APP

You agree that:

- (a) Your use of the NFTCryptomiami App is subject to and governed by these terms and conditions;
- (b) Only persons at least 18 years of age may access or use NFTCryptomiami and transact business with NFTCryptomiami;
- (c) You will comply with and be bound by these terms and conditions in their then-current form as they appear on NFTCryptomiami each time you access and use the NFTCryptomiami App;
- (d) Each visit to NFTCryptomiami by you indicates and confirms your assent and agreement to be bound by our terms and conditions; and
- (e) These terms and conditions are a legally binding and enforceable agreement between yourself and NFTCryptomiami.

You agree not to use or attempt to use NFTCryptomiami for any purpose that:

- (a) is any way unauthorized, unlawful or prohibited, or that is harmful or destructive to NFTCryptomiami or any third party;
- (b) transmits any advertisements, solicitations, schemes, spam, flooding, unsolicited e-mail, or other unsolicited commercial communications;
- (c) transmits any harmful or disabling computer codes, spyware, adware or viruses;
- (d) interferes with NFTCryptomiami’s network services;
- (e) attempts to gain unauthorized access to NFTCryptomiami’s network services or proprietary information;
- (f) impairs or limits NFTCryptomiami’s ability to operate the NFTCryptomiami App or any other person’s ability to access and use NFTCryptomiami;
- (g) uses any methods, means, or devices to access NFTCryptomiami or cause access to NFTCryptomiami for purposes of manipulating the results of any Internet search engine, or for any other purpose other than conducting business with NFTCryptomiami;
- (h) unlawfully impersonates or otherwise misrepresents your affiliation with any person or entity;
- (i) harms minors in any way, including, but not limited to, uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of

- minors engaged in sexual conduct;
- (j) uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images;
 - (k) harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities;
 - (l) dilutes or depreciates the name and reputation of NFTCryptomiami or any of its officers, agents, representatives or affiliates;
 - (m) uploads any content or images that infringes any third party's intellectual property rights or infringes any third party's right of privacy; and/or
 - (n) unlawfully uploads any confidential, proprietary or trade secret information.

NFTCryptomiami reserves the right to establish general practices and limits concerning use of the App via different subscription plans and tiers of service, as set forth in our **Subscription Services Page**, including without limitation restrictions relating to the maximum number of days that, messages, postings, or other uploaded Content will be retained by the App, the number of times you can edit comments, the maximum size of any message that may be sent from or received by an account on the App, the type and quantity of financial data stored and presented in connection with your account, and the maximum disk space that will be allotted on NFTCryptomiami's servers on your behalf. You agree that NFTCryptomiami has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted on the App.

REVOCAION OF USE RIGHTS

NFTCryptomiami reserves the right at all times, in its sole and absolute discretion and without notice to you, to deny your access to and use of the NFTCryptomiami App. You may not use NFTCryptomiami or any affiliated website or application to transmit unsolicited e-mail to the App or to anyone whose e-mail address is included under the domain name of NFTCryptomiami or any affiliated website or app. Violation of these Terms and Conditions may result in a variety of actions, including cancellation of your subscription, limits on account privileges, and forfeiture of any fees paid to NFTCryptomiami.

You agree and acknowledge that it is your sole responsibility and liability, to provide, obtain and maintain all of the hardware, software, electrical power, telecommunications, Internet services, and other products or services necessary to access and use NFTCryptomiami.

REGISTRATION

In consideration of your use of the App, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "**Registration Data**") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or NFTCryptomiami has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, NFTCryptomiami has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

In order to allow you to use the Services, we may verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. These inquiries may include asking you for further information, requiring you to provide your full address, and/or requiring you to take steps to

confirm ownership of your email address or any payment method, or verifying information you provide against third party databases or through other sources. If you do not provide this information or NFTCryptomiami cannot verify your identity, we may refuse or otherwise limit your access to the App and all associated Services.

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your login ID, allows you to access your account and all NFTCryptomiami Services. By providing us with your e-mail address, you consent to receive all required notices and information via email. Electronic communications may be posted on the App and/or delivered to your e-mail address that we have on file for you. It is your responsibility to promptly update us with your complete, accurate contact information, or change your information, including email address, as appropriate.

If you become aware of any unauthorized use of your Registration or account information, or unauthorized access the Services, you agree to notify NFTCryptomiami immediately at the email address admin@NFTCryptomiami.io.

PERSONAL INFORMATION FROM THIRD PARTY SITES

Users may authorize NFTCryptomiami to access or retrieve their own personal information maintained online by third-parties who currently hold such information, such as banks, credit card companies, or other financial institutions. NFTCryptomiami may work with one or more online service providers to access this personal information. NFTCryptomiami does not review any such information for accuracy, legality or non-infringement. NFTCryptomiami is not responsible for any damages or liability arising from the inaccuracy, illegality, use or infringement of such personal information.

NFTCryptomiami cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data or loss of data, personalization settings or other service interruptions. NFTCryptomiami shall not assume any responsibility for the timeliness, accuracy, deletion, non-delivery or the failure to store any user data, communications or personalization settings.

MEMBERSHIP AND BILLING

NFTCryptomiami may offer various types of subscription or registration plans to users. You can find the specific details regarding your membership with NFTCryptomiami, the permissions, rights and limitations thereto at any time. Simply sign in to your NFTCryptomiami account for details. Our list of fees for each type of registration as well as the rights and limitations thereto is provided on www.NFTCryptomiami.io/

a. Billing

By starting your NFTCryptomiami membership, you are expressly agreeing that we are authorized to charge you the monthly membership fee, as well as any additional Service charges that may apply for use of the App. You agree that we are authorized to charge you the membership fee at the then-current rate to the Payment Method you provided during registration (or to a different Payment Method if you change your account information). Please note that prices and charges are subject to change with advanced notice. As used in these Terms and Conditions, "billing" shall indicate either a charge or debit, as applicable, against your Payment Method. The membership fee will be billed at the beginning of the paying portion of your membership and each month or year (as the case may be) thereafter

unless and until you cancel your membership, or for any Trial Membership period offered by NFTCryptomiami. You will be able to view billing information via your NFTCryptomiami account, accessible through the App. We automatically bill your Payment Method each month or year on the calendar day corresponding to the commencement of your paying membership. Membership charges are fully earned upon payment.

Note: In the event your monthly membership began on a day not contained in a given month, we bill your Payment Method on the last day of such month. For example, if you became a paying member on January 31, your Payment Method would next be billed on February 28.

You acknowledge that the amount billed each billing period may vary for reasons that include differing amounts due to changes in your membership plan or in response to Service use, and you authorize us to charge your Payment Method for such varying amounts. Payments are nonrefundable and there are no refunds or credits for partially used periods. We may change the fees and charges in effect, or add new fees and charges from time to time, but we will give you advance notice of these changes by sending an email to the email address associated with your account. If you want to use a different Payment Method or if there is a change in Payment Method, such as your credit card validity or expiration date, you may edit your Payment Method information from your Account management page. If your Payment Method reaches its expiration date and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you authorize us to continue billing that Payment Method and you remain responsible for any uncollected amounts.

b. Premium and Standard Membership.

When registering for your NFTCryptomiami account, you will have the option to select the Standard Membership or Premium Membership. Premium members will have access to additional content and services, with all current Premium Membership services listed under the Membership tab on the App. The current fees for the Standard and Premium memberships shall be listed on the Membership page, including the monthly fee and annual total. Please be aware that the prices for the Standard and Premium Memberships may be subject to change, and if you elect to pay Membership fees monthly you will be subject to an immediate change in fees due in the next pay period – Members who elect to pay for the yearly subscription shall not be subject to increased fees until the next annual period.

Users will have the option to freely switch between to a higher plan only (users may not switch, for example, from a Premium to Standard plan), provided that Standard Members switching to Premium Membership shall be required to pay the additional Premium Membership fees for the same amount of time as user contracted initially. In addition, if you prepay all or part of your subscription, or if you select the annual payment plan, you understand that any part of the prepayments or annual fees not used prior to the change in Membership tier shall not be reimbursed, and that you shall be required to pay a new annual fee for the new plan tier.

****Please note that fees are non-refundable under any circumstances.**

You acknowledge that the services and options available to Premium and Standard Members are hereby subject to change. NFTCryptomiami may add, remove, alter, or otherwise change the services and options available to Standard and Premium Members as its sole discretion, and the addition or removal of any such services shall not entitle Members to any discount, rebate, or reimbursement for Membership Fees.

c. Ongoing Membership

Your NFTCryptomiami membership will continue in effect unless and until you cancel your membership if we are unable to charge your payment method or if we terminate it. You must cancel your membership before it renews each billing period in order to avoid billing of the next membership fee to your Payment Method. We will bill the membership fee at the then-current rate plus any applicable tax or Service charges to the Payment Method you provide to us during registration (or to a different Payment Method if you change your account information). Membership fees are fully earned upon payment.

d. Cancellation

You may cancel your NFTCryptomiami membership at any time, and cancellation will be effective at the end of your billing period. You will continue to have access to the program until the current billing period ends. We do not provide refunds or credits for any partially used membership periods. To cancel your membership, sign in to your account and click on your profile tab. Follow the instructions for cancellation.

e. Trial Membership

NFTCryptomiami currently offers users a free (___) Trial Membership. To participate in the Trial Membership, you must first Register a valid account with NFTCryptomiami, and then follow all instructions provided by NFTCryptomiami on how to access the Trial Membership. During the Trial Membership period you are entitled to unlimited use of the Standard Membership, provided that NFTCryptomiami retains the right to limit your use of the App and all related Services at any time, as well as the right to revoke your Trial Membership at any time of for any reason. (Not sure if this is applicable, can be removed if not)

At the end of the Trial Membership, you will be given the option to subscribe to the NFTCryptomiami Services. NFTCryptomiami will not bill or otherwise charge you for a NFTCryptomiami subscription, or any other fees, following the Trial Membership period unless and until you have given your explicit consent. If you consent to the purchase of a NFTCryptomiami subscription, NFTCryptomiami will automatically bill your Payment Method at the end of the Trial Membership Period.

NFTCRYPTOMIAMI AS A PLATFORM

NFTCryptomiami serves as a web-based platform, providing Members access to financial advising services and information (not exactly sure what the specific services are, we can expand to cover whatever is necessary). **NFTCryptomiami is not a licensed professional financial services provider. Any advice offered through the web platform by NFTCryptomiami or any third party does not constitute expert or professional advice or counsel. User hereby releases and holds NFTCryptomiami harmless from any responsibility as a result of any decision, injury or damage sustained by user based on the App.** Users acknowledge that NFTCryptomiami does not hold or act in a position of trust and confidence in relation to user's use of the NFTCryptomiami App, nor shall any action, advice, or service offered by NFTCryptomiami to any user create such a position of trust and confidence between NFTCryptomiami and any user. As such, no personal relationship or any agency or fiduciary relationship is intended to be or shall be deemed to have been created between NFTCryptomiami and any user or third party hereunder. NFTCryptomiami makes no warranties or representations about the effectiveness or accuracy of any advice or Services offered, or of the

effectiveness and accuracy of opinions or services of third parties who may offer advice or services through the NFTCryptomiami App or who may be linked to via the App, about the quality and efficacy of any such services or opinions offered by either NFTCryptomiami or any third party, about the accuracy of information provided by any party, or about the ability of any service offered by NFTCryptomiami or any third party to address any specific need of the user. Subscribers are recommended to conduct their own independent due diligence prior to following any suggestion, and all parties are encouraged to seek the help of licensed professionals as may be necessary prior to undertaking any action.

Use With Your Mobile Device

Use of these Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. NFTCRYPTOMIAMI MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

ONLINE AND MOBILE ALERTS

NFTCryptomiami may, but is in no way obligated to, from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes to your account or information, such as a change in your Registration Data or access of your account by an unfamiliar device.

NFTCryptomiami may, but is not required to, authorize you to turn on voluntary account alerts as part of the Services. These alerts allow you to choose alert messages for your accounts. NFTCryptomiami may add new alerts from time to time, or cease to provide certain alerts at any time upon its sole discretion. Each alert may have different options available, and you may be asked to select from among these options upon activation of your alerts service.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. NFTCryptomiami may make, but is not obligated to make, commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert that should be made available to you. NFTCryptomiami shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

Electronic alerts will be sent to the email address you have provided as your primary email address for the Services, or texted to you at any mobile number you may have provided during Registration. If your email address or your mobile device's email or phone address changes, you are responsible for informing us of any changes. Changes to your email address or mobile number will apply to all of your alerts.

Alerts may include your Login ID and other personal information about your accounts. Depending upon which alerts you select, personal financial information such as your account balance or the due date for your Payment Method may be included. Anyone with access to your email will be able to view the content of these alerts. At any time you may disable future alerts.

USER SUBMITTED CONTENT

You, and not NFTCryptomiami, are entirely responsible for all publicly accessible Content that you upload, promote, sell, transfer, or otherwise convey or transmit via the App. You expressly acknowledge and agree that your submission of Content for use by the App will, if accepted by NFTCryptomiami in its sole discretion, will be accessible to the public, and that there is no confidentiality or privacy with respect to your Content, including any personally identifying information that you may make available relating thereto.

NFTCryptomiami does not pre-screen Content, but reserves the right in its sole discretion to remove any Content that is made publicly available via the App. NFTCryptomiami reserves the right to remove any Content for any reason, including without limitation, Content that reasonably appears to violate our Terms and Conditions or is otherwise objectionable.

By uploading Content to our App, you agree:

- (i) All information submitted by you will be genuine and authentic, and any indicated origin, source, creator, manufacturer, and/or provenance will be true and accurate;
- (ii) That you own or have the necessary licenses, rights, consents and permissions ("Rights") to your Content and any other works that you incorporate into your Content, and you authorize and license NFTCryptomiami to use your Content in the manner contemplated in these Terms and Conditions; and
- (iii) That you will provide true, accurate, current and complete information, and to make any and all disclosures required under applicable law, relating to any real estate, business or other proprietary assets submitted by you in connection with any Service hereunder.
- (iv) All information is related to NFTCryptomiami subject matter and for no other purpose.

By submitting your Content to NFTCryptomiami, you hereby grant NFTCryptomiami and its affiliates a worldwide, perpetual, royalty-free, non-exclusive, sub-licensable and transferable rights and licenses to (i) host, cache, store, archive, index, crawl, create algorithms based on, or modify your Content to appropriate media formats or mediums in any and all forms and by whatever means; (ii) to use, license, sell, digitize, stream, store, distribute, exhibit, reproduce, display, modify, adapt, edit, excerpt, communicate, translate, prepare derivative works and compilations of, compress, transmit, integrate, insert, market and promote your Content in any and all forms and media and by whatever means, and to exploit any and all rights relating thereto and derived therefrom; and (iii) to use your Content, in whole or in part, for and in connection with advertising, promotional or commercial purposes, including without limitation, the right to publicly display, reproduce and distribute your Content in any and all forms and media and by whatever means whether now known or hereafter devised or created, to exploit any and all rights relating thereto and derived therefrom, and to retain any and all revenue generated from any sales or licenses of such advertising, attribution, links, or promotional or distribution rights.

INTELLECTUAL PROPERTY RIGHTS

The marks appearing on the NFTCryptomiami App or any affiliated website, including, but not limited to, NFTCryptomiami's respective logos, emblems, slogans, trade dress and designs are trademarks and/or service marks of NFTCryptomiami (the "Marks"). You agree not to use or otherwise appropriate any of NFTCryptomiami's Marks appearing on or in association with NFTCryptomiami or any affiliated website or app. You will further indemnify NFTCryptomiami against any loss or damage accruing to it as a result of your unauthorized use of the NFTCryptomiami Marks, including the payment of any attorney's fees.

Any third-party trademarks and/or service marks appearing on NFTCryptomiami are the property of their respective owners and may not be used without the express permission of those respective owners. You agree not to use or otherwise appropriate any third-party trademarks or service marks appearing on or in association with NFTCryptomiami, and you assume any and all liability associated with any unauthorized use. You will further indemnify NFTCryptomiami against any loss or damage accruing to it as a result of any unauthorized use, including the payment of any attorney's fees.

You further acknowledge and agree that:

(a) all Marks, source code, calculations, products, materials, data, information, text, screens, functionality, services, design, layout, screen interfaces, the "look and feel", and the operation of NFTCryptomiami (the "App Content") are protected by various intellectual property laws in the United States and abroad, including, but not limited to, copyright law, trademark law, and common law principles of trade secret and trade dress; and

(b) all rights associated with the App Content are owned by NFTCryptomiami, its licensors, or third-party content providers. Furthermore, you acknowledge and agree that you do not acquire any ownership rights by downloading or viewing any App Content. You further acknowledge and agree that you will not in any way copy, reproduce, publish, create derivative works from, perform, upload, post, distribute, transfer, transmit, modify, adapt, reverse engineer, frame in any webpage, or alter the appearance of any App Content.

You may not use the App Content, domain names (in whole or in part), or e-mail addresses related to or derived from NFTCryptomiami, nor any data, trademarks, functionality, service marks, trade names, brand names and/or logos contained within or derived from NFTCryptomiami, for any purpose; meaning that you may not, among other prohibited uses, use any App Content, domain names, e-mail addresses, data, trademarks, service marks, trade names, brand names and/or logos on or derived from NFTCryptomiami:

- (a) in or as any meta-tag or hidden text;
- (b) in or as part of any contextual marketing directory, index, or triggering term;
- (c) as content or advertising related to any other website including, but not limited to, critical, comparative, or informational websites; and/or
- (d) as a variable or data element in any algorithm that causes another Internet browser to appear on, over, or at the same time as NFTCryptomiami or controls the content of any other Internet browser window.

DIGITAL MILLENNIUM COPYRIGHT ACT

NFTCryptomiami is committed to protecting copyrights and expects you to do the same. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on NFTCryptomiami infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on NFTCryptomiami infringes your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA (see <http://www.copyright.gov/>) for details. DMCA notices and counter-notices should be sent to the following address:

NFT CRYPTO MIAMI CORP.
Attn: DMCA Manager

THIRD PARTY PRODUCTS

NFTCryptomiami may connect you with unaffiliated third parties that offer listings, products and services (the “Products”). In such instances, NFTCryptomiami is acting merely as a platform to connect its users, and therefore does not verify the accuracy or veracity of any third party provider. You are strongly urged to conduct your own due diligence upon making any offers, accepting offers for Products.

LIMITATION OF LIABILITY

Any communications or interactions between yourself and with third parties on or through the NFTCryptomiami App, including payment for and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties. You acknowledge and agree that NFTCryptomiami is not responsible for the acts or omissions of its unaffiliated third parties and shall bear no responsibility (financial or otherwise) as a result of any action or inaction on the part of any third party with respect to your contact information, and/or any product or Service or otherwise. Furthermore, NFTCryptomiami shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

In the event that you have a problem or issue with a third party or incur damage as a result of third party action or inaction for any reason, you must contact the third party directly to resolve such issue.

In the event that your personal data is misused by any third party, NFTCryptomiami shall bear no responsibility for such unauthorized dissemination, and shall not be liable in any way for the actions of any third party which may receive your contact information. In the event of a dispute between yourself and one or more third parties/users/subscribers of the App, you hereby release NFTCryptomiami (and our affiliates and subsidiaries, and our and their respective officers, directors, employees, and agents) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. By agreeing to these Terms you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

NFTCryptomiami does not assume responsibility to verify the age of individuals submitting registration forms. However, NFTCryptomiami reserves the right to request supporting information to verify the age of any individual submitting a registration form.

LINKING AND THIRD-PARTY ADVERTISING

Not Responsible For Links to Other Web sites. From time to time this App may include links to third party websites. These links are provided for your convenience to offer you further information on Products and Services. We have no responsibility for the content of the linked website(s). Unless expressly stated otherwise on this App, NFTCryptomiami does not endorse, approve, sponsor or control, and we are not in any way responsible for, any of the content, services, calculations, information, products or materials available at or through any third party web sites to which this App may provide a link or may put you in contact with. By using this App you acknowledge and agree that NFTCryptomiami will not be responsible or liable to you or any other person for any damages or claims that might result from your access and use of such third party content, Product and/or Service, calculation, information, products or materials.

REVISIONS

You agree and acknowledge that we may revise or change these Terms and Conditions at any time, without notice to you, and you agree that you will be bound by the provisions of these Terms and Conditions as they appear on this App at the time you access this App. Because these Terms and Conditions may change, we encourage you to frequently review them. In addition, you agree and acknowledge that all other content, and Services, and materials on or available through this App are subject to updating, cancellation and/or revision without notice to you. NFTCryptomiami reserves the exclusive right to change pricing, at any time, with prior notice. These Terms and Conditions were last revised on August 27th, 2021.

LOCATION

You understand and acknowledge that NFTCryptomiami controls and operates this App from within the United States of America. This App provides information regarding services and products that are made available only in the United States. We make no representation that the services or products about which information may be provided on this App will be available (a) anywhere outside of the United States or (b) in every state within the United States. You acknowledge and agree that you are responsible for compliance with all federal, state and local laws applicable to your access to and use of this App.

USER IDs AND PASSWORDS

Certain areas or features of this App may be restricted to users who have obtained a user identification and password by completing a registration process described on this App. Additionally, in order to receive information from third parties regarding the Products and Services, you will be required to complete the registration process. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify NFTCryptomiami immediately if you believe your user identification, password, or other identifying information has been lost, stolen or otherwise compromised. You also acknowledge and agree that you are solely responsible for all damages or claims that may arise from any access to or use of this App by any person to whom you have provided your user identification, password or other identifying information, or by any person who has obtained such information from you, including, but not limited to, any access to or use of this App that may occur after you have notified us that your user identification, password or other identifying information has been lost, stolen or otherwise compromised.

THE INTERNET AS AN OPEN NETWORK

While certain designated parts of this App employ technologies to secure your data and the transmissions between you and NFTCryptomiami, the Internet is an open system and we cannot provide absolute assurances that transmissions cannot be intercepted/decrypted by others.

PRIVACY AND SECURITY

Required Information: We identify what information is required to fulfill your order, and to provide you with additional information from third parties regarding the Products and Services. If you chose not to provide such required information, we may not be able to connect you with third parties who are capable of fulfilling your order or providing you with additional information.

Service Providers: In some cases, we employ or use service providers such as consultants, temporary workers and third party software developers, to complete a business process or provide a service on our behalf. When we employ service providers, we may need to share your personally identifiable information. Service providers are strictly prohibited from using your personally identifiable information for purposes other than to act on our behalf.

Privacy Policy: We reserve the right to make changes to our Privacy Policy from time to time. If we plan to make significant changes to any of our privacy policies or practices with respect to how we use personally identifiable information, we'll post those changes to the NFTCryptomiami App 30 days before they take effect. Our privacy policy is current as of August 27th, 2021.

Legal Disclosures: In some instances we may be required to disclose certain information to comply with a legal process or mandate, such as a court order, subpoena, search warrant, or law enforcement request.

App/Website Usage Data: Our App tracks usage data, including, for example, IP address, browser type and version, which pages are viewed, which page, if any, linked a visitor to our App, and which link, if any, a visitor follows off of our App. We use this data in the aggregate and on an individual level to better understand web site activity to improve our App offerings, to reconstruct activity from a

session or by a user, for troubleshooting and issue resolution purposes. We may also use this data to provide you a more personalized web site experience, assistance with technical support questions, and to send you special offers, product and service updates, or other promotional materials that are relevant and tailored to your interests. In no event will we sell or provide your data to any third party, except as may be otherwise provided by law or court order. If you do not want to receive these offers or promotions, simply indicate your contact preferences during the registration process, within any future communications or by sending an e-mail to admin@NFTCryptomiami.io.

COPPA. Our App is not designed to appeal to children under the age of 13. Therefore, we don't knowingly attempt to solicit or receive any information from children.

This privacy notice should be read in conjunction with our Privacy Policy. In the event of a discrepancy between this privacy notice and our Privacy Policy, this privacy notice shall govern.

INDEMNIFICATION

If you make any unauthorized use of this App or violate the Terms and Conditions: (a) you may be in violation of the laws of the United States, as well as applicable state laws, and may be subject to penalties, and (b) you may be responsible for damages caused to NFTCryptomiami and/or its App. You agree to indemnify NFTCryptomiami and its affiliates, vendors and licensors, and all of the employees, officers, directors, agents and representatives thereof and to hold all of them harmless from, all costs, claims, damages, expenses or other losses, including attorney's fees and court costs, that arise from or are related to your use of this App, your registration and/or your breach/violation of or failure to comply with the Terms and Conditions.

THIRD PARTY PURCHASES

If you wish to purchase any Products or Services through unaffiliated third parties, you will be purchasing such Products or Services directly through such third party and not through NFTCryptomiami, and must contact such third party with any issue, question, rebate, refund, customer service or inquiry. NFTCryptomiami may connect you with a third party offering the Products or Services that you require, but in no way services or handles any such transaction.

Descriptions, images, specifications, pricing and availability of any products or services are subject to change without notice. The third party offering the Products or Services reserves the right, with or without prior notice, to limit the available quantity of or to discontinue any product or service, to impose conditions on any coupon or promotional code and to refuse any order in their sole discretion. If your product from such third party arrives damaged or defective, you must contact the third party provider to inquire into their refund or exchange policy. NFTCryptomiami is in no way responsible for the quality or condition of the Products or Services that you purchase through such unaffiliated third party. For more information regarding a return policy, contact your Products or Services Provider at the number they furnished at the time of purchase.

DISCLAIMERS

UNLESS OTHERWISE STATED IN WRITING, THE CONTENT, SERVICES, CALCULATIONS, INFORMATION, PRODUCTS AND MATERIALS ON OR AVAILABLE THROUGH THIS APP

ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NFTCRYPTOMIAMI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE CONTENT, SERVICES, CALCULATIONS, INFORMATION, PRODUCTS AND MATERIALS ON OR AVAILABLE THROUGH THIS APP COULD INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS AND COULD BECOME INACCURATE BECAUSE OF DEVELOPMENTS OCCURRING AFTER THEIR RESPECTIVE DATES OF PREPARATION OR PUBLICATION. NFTCRYPTOMIAMI HAS NO OBLIGATION TO MAINTAIN THE CURRENCY OR ACCURACY OF ANY CONTENT, SERVICES, CALCULATIONS, INFORMATION, PRODUCTS OR MATERIALS ON OR AVAILABLE THROUGH THIS APP.

YOU ACKNOWLEDGE AND AGREE THAT NFTCRYPTOMIAMI IS NOT, AND SHALL NOT BE, RESPONSIBLE FOR THE RESULTS OF ANY DEFECTS THAT MAY EXIST IN THIS APP OR ITS OPERATION, OR WITH ANY PRODUCT OR SERVICE ORDERED THROUGH THIS APP, OR WITH THE HANDLING OF YOUR PERSONAL INFORMATION BY THIRD PARTIES. AS TO THE OPERATION OF THIS APP, NFTCRYPTOMIAMI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NFTCRYPTOMIAMI MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE OPERATION OF THIS APP WILL MEET YOUR OR ANY OTHER USER’S REQUIREMENTS; (B) ACCESS TO THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS; OR (C) ANY DEFECTS IN THIS APP WILL BE CORRECTED. YOU AGREE THAT YOU, AND NOT NFTCRYPTOMIAMI, WILL BEAR THE ENTIRE COST OF ALL SERVICING, REPAIR, CORRECTION OR RESTORATION THAT MAY BE NECESSARY FOR YOUR DATA, SOFTWARE PROGRAMS OR COMPUTER EQUIPMENT BECAUSE OF ANY VIRUSES, ERRORS OR OTHER PROBLEMS YOU MAY HAVE AS A RESULT OF USING OR VISITING THIS APP.

NFTCRYPTOMIAMI NOT LIABLE

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL NFTCRYPTOMIAMI BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES OR INJURY CAUSED BY ERROR, INACCURACY, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, DELAY IN OPERATION OR TRANSMISSION, TELECOMMUNICATIONS FAILURE OR COMPUTER VIRUS OR OTHER PROBLEM, THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS APP OR THE CONTENT, SERVICES, CALCULATIONS, INFORMATION, PRODUCTS OR MATERIALS ON OR AVAILABLE THROUGH THIS APP, WHETHER IN AN ACTION ALLEGING BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY CONTENT, SERVICES, CALCULATIONS, INFORMATION, PRODUCTS OR MATERIALS ON OR AVAILABLE THROUGH THIS APP. YOU AGREE THAT NFTCRYPTOMIAMI SHALL NOT BE LIABLE EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL NFTCRYPTOMIAMI'S TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, IN ACCESSING OR USING THIS APP.

COMMUNICATIONS WITH COMPANY

Time Sensitive Instructions: When communicating with us through this App, instant messenger chat or via e-mail, do not use the App, instant messenger, chat or e-mail to communicate any time-sensitive instructions. Such instructions may not be received or otherwise honored. All transactions conducted on this App, instant messenger, chat or via e-mail, must be confirmed in writing by us to be accepted by and binding upon us.

E-Signature: General communications through this App, instant messenger, chat, or via e-mail are not intended by us to constitute either an electronic record or an electronic signature, or to constitute any agreement by the sender to conduct a transaction by electronic means, unless a specific statement to the contrary is included in the message and specific e-signature procedures are employed. However, your assent to a “click to accept” button or box is binding upon you.

Recording & Monitoring of Communications: Your communications with us via the App, instant messenger, chat, e-mail, and telephone may be recorded or monitored and by using such communications methods you are consenting to the recording or monitoring of the same.

Prohibited E-mail Content: All of our employees are prohibited from using e-mail to make or send any type of menacing, defamatory, discriminatory, harassing, offensive or threatening statements/materials, or statement/materials that infringe the copyrights or legal rights of others in e-mail. Such communications are against Company policy and outside the scope of our employee’s employment. The Company does not accept any liability in respect of such communication, and the employee responsible will be personally liable for any damages or other liability arising. Please report any such violations to NFTCryptomiami. The use of the Company’s e-mail facilities for purposes of sending menacing, harassing, offensive or threatening messages to our employees is strictly prohibited and is unlawful; violators will be prosecuted to the fullest extent of the law.

Negligent Misstatement: We disclaim any and all responsibility, including responsibility based on negligence or negligent misstatement, for the accuracy, completeness, or reliability of data or information contained in or furnished through e-mail or furnished by third parties and We make no warranties, express or implied, with respect to such data or information.

Opt-Out: E-mails sent by us may constitute an advertisement or solicitation under U.S. law, if its primary purpose is to advertise or promote a commercial product or service. If you do not wish to receive advertising and promotional messages from NFTCryptomiami, you may opt-out by sending an e-mail to admin@NFTCryptomiami.io.

Viruses: Computer viruses can be transmitted via e-mail through e-mail content, attachments to e-mails and embedded links. Although our e-mails are believed to be free of any virus or other defects that might affect computer systems in which they are received and opened, it is the recipient’s responsibility

to ensure that any e-mail they open is virus free. The Company is not responsible for any loss or damage arising in any way from the receipt, use, storage or transmission of our e-mails. If our Company forwards an e-mail or replies to a prior e-mail, the contents may have been produced by someone other than our Company or our Team Members for which the Company assumes no liability whatsoever. THE COMPANY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT COMPANY E-MAILS ARE VIRUS FREE AND/OR ERROR FREE. The use of e-mail to introduce any virus, malicious or disabling code, or to otherwise interfere with the Company's e-mail transmissions, telecommunication, or computer networks is prohibited and against the law; violators will be prosecuted to the fullest extent of the law.

ADDITIONAL TERMS

You acknowledge that certain features of this App, as well other Services of NFTCryptomiami, including those that may be available through this App, may be subject to terms, conditions and disclaimers in addition to these Terms and Conditions, and you agree that your use of such products and services will be subject to such additional terms, conditions and disclaimers.

Permission to Be Contacted: By submitting information to NFTCryptomiami through the App or otherwise, you are making an inquiry as to products or Services offered by NFTCryptomiami, and give NFTCryptomiami permission to contact you through e-mail, fax, or telephone, or any means, even if your phone number is on a "Do Not Call" list.

Reasonable Efforts: NFTCryptomiami is not responsible for delays resulting from third parties.

GOVERNING LAW

You agree that these Terms of Use and our Privacy Policy shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms and Conditions, the Privacy Policy or the use of this App shall be filed only in the state or federal courts located in Miami-Dade County, Florida, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. You further agree to waive any rights you may have to a trial by jury or to initiate or join a class action lawsuit as against NFTCryptomiami.

SEVERABILITY

You agree that if any provision of these Terms and Conditions shall be found to be unlawful or void, or for any reason unenforceable, then that provision shall be deemed severable from the other provisions of these Terms and Conditions and shall not affect the validity and enforceability of such other provisions.

© 2021 NFT CRYPTO MIAMI CORP. All rights reserved.