



WEBSITE DISCLAIMER

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Risks that all users of the NFT Artist Management website must be aware of:

1. The trading or holding of Cryptocurrencies involves significant risk. Prices can and do fluctuate on any given day.
2. Due to such price fluctuations, you may increase or lose value in your assets at any given moment.
3. Any currency - crypto or not - may be subject to large swings in value and may even become worthless. There is an inherent risk that losses will occur as a result of buying, selling, or trading anything on a market.
4. Cryptocurrency trading also has special risks not generally shared with conventional currencies or goods or commodities in a market. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Cryptocurrencies are a unique kind of currency, backed by technology and trust. There is no central bank that can take corrective measures to protect the value of Cryptocurrencies in a crisis or issue more currency. Instead, Cryptocurrencies are an as-yet autonomous and largely unregulated worldwide system of currency firms and individuals.
5. Traders put their trust in a digital, decentralised and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.
6. Due to the significant risks associated with trading Cryptocurrency, as well as the impact of technology and the international market, we do not warrant or guarantee that particular Cryptocurrencies will be available on our Platform.
7. We reserve the right to stop offering trades in relation to particular Cryptocurrencies on our Platform at any time for any reason. We will use our reasonable endeavours to notify you if we cease to support trading in particular Cryptocurrency.

8. If this is the case, you will not be able to buy, sell, trade or transfer Cryptocurrency into any other currency, however you will be given the option to move the Cryptocurrency to another platform or third party.
9. Cryptocurrency trading is susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse in Cryptocurrencies because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems such as if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.
10. You agree to indemnify and hold us harmless for any losses incurred as a result of technical failures, hacks, government intervention or any other issue that negatively impacts the underlying blockchain or network of a Cryptocurrency listed on our Platform.
11. There may be additional risks that we have not foreseen or identified in our Terms and Conditions. You should consider all potential risks and you may wish to consult a professional adviser if you are unsure.
12. You should carefully assess whether your financial situation and tolerance for risk is suitable for buying, selling, trading or holding cryptocurrencies.
13. We use our banking and payments providers in order to accept deposits from you and make payments to you in fiat currency. Our banking providers do not transfer Cryptocurrencies, exchange Cryptocurrencies, or provide any services in connection with Cryptocurrencies.
14. We are not required and do not hold an Australian Financial Services Licence and we do not provide any financial product advice, any financial products, or any financial services. Nothing on our Platform is intended to be or should be taken as legal, financial, business or taxation advice. Users should seek their own legal, financial, business, tax, and accounting advice in relation to any Cryptocurrency activities.

Limitation on Liability

To the maximum extent permitted by law, we will not be held liable for any fines, penalties, taxes (except GST) and any exemplary, aggravated, or punitive damages, liquidated damages or any indirect or consequential loss (including but not limited to loss of profit, loss of revenue, loss of business, loss of opportunity, loss of data, loss of contract, loss of production and loss of Cryptocurrency).

Our total aggregate financial liability in respect of claims based on events arising out of or in connection with your use of the Platform or Services, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed the greater of either (a) the total amount held in your Account less any amount that may be due and payable to us in respect of your Account; or (b) the amount of the transaction(s) that are the subject of any claim less any fees that may be due and payable in respect of such transaction(s).

Indemnity

To the maximum extent permitted by law, in accessing our website and/or services accessed through the website, or other portals provided by NFT Artist Management, you hereby agree to indemnify us, and our partners, officers, directors, employees and agents against any action, liability, cost, claim, demand, loss, damage, proceeding or expense (Loss) of any nature arising under tort, statute, equity, contract or some other cause of action that we suffer as a result of:

1. your negligent or wrongful acts or omissions;
2. your breach of any law, regulation or rules;
3. any damage that you cause to our Platform or any other user, person or entity;
4. your use of the Platform or Services; or
5. your violation of these Terms and Conditions or Privacy Policy,
6. but you will not be liable for any Loss to the extent such Loss is the direct result of our negligent or wrongful acts or omissions.

You acknowledge and agree that:

- (i) NFT Artist Management not acting on your behalf in any capacity. For the avoidance of doubt NFT Artist Management is not your broker, intermediary, agent or advisor and has no fiduciary relationship or obligation to You in connection with any transactions or other decisions or activities which are the result of your use of the Site, the NFT Artist Management and the Services, and
- (ii) no communication or information provided to You by NFT Artist Management shall be construed as any type of advice.

If you have any concerns regarding the content of the Website, please contact the support team at support@ndigi.world