

Terms and Conditions

Agreement between User and Light House Cards Inc.

Welcome to Light House Cards. These Terms of Use (these "Terms") govern your access to and use of products, services, and properties made available by Light House Cards Inc. ("Light House Cards," "we," "us," or "our"). Our products, services, and properties include, without limitation, the creation, purchase, sale, exchange, or modification of certain digital assets; our online and/or mobile service via such channels, including the website available at <https://lighthousecards.io>, and software provided on, or in connection with, those services (collectively, the "Service"). Access to the Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Service constitutes your agreement to all such Terms. If you do not agree to these Terms, you may not access or use the Service or purchase any items. Please read these terms carefully, and keep a copy of them for your reference.

Please refer to our Privacy Policy for information about how we collect, use, and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

Our Service and General Overview

Light House Cards Inc. is a platform which sells generative art-based NFT greeting cards created by ourselves and third party artists. These greeting cards consist of a publicly viewable cover art and one or several privately viewable messages contained within them. We also provide a proprietary system for users to encrypt messages to contain within these NFTs (that are viewable upon decryption within the digital card itself), and a system for users to send greeting cards to other users without a blockchain wallet by storing the information relevant to a card on our servers. The greeting cards that we sell are rendered from scripts (code) that are published on the Arbitrum One blockchain (Arbitrum) as part of Non Fungible Token (NFT) smart contracts. Using our proprietary system for creating NFTs with partially encrypted content, the messages users input when creating (minting) NFT greeting cards are published on Arbitrum in an encrypted format that users can then decrypt using the private key that corresponds to the public key and blockchain wallet address provided to our website. In addition to publishing NFT scripts, external asset dependencies that these scripts rely on, user messages in encrypted format to the blockchain, we save this information, and in the case that users are using our system for delivery by email user unencrypted messages, on our servers in order to provide our services. We do not access or store user blockchain private keys as part of our services.

We are not responsible for any loss or exposure of property or data in the case that any aspect of our platform is hacked. Users are accepting our smart contracts as is. If we are forced to migrate to a new smart contract(s) because of an update or security breach, then users will be responsible for any gas fees required to re-mint their NFTs if they choose to do so. We are not responsible for any losses or damages that arise from using our system. We will have card collections made in-house and card collections made by out-of-house Creators. Please read our section on Assumption of Risk to see how our handling of each type differs. We are not responsible for any blockchain related losses or damages that arise from interacting from our platform, including in the case of encrypted data, public keys or private keys being compromised and/or exposed.

The user acknowledges that it is considered best practice, and it is our recommendation, to encrypt and store our NFTs with wallets (cryptographic public and private key pairs) that do not contain other digital assets, in which the public and private key pairs of such wallets are not used for any other purpose than to encrypt, decrypt and own an individual NFT with encrypted content.

We mint NFTs with users that contain encrypted content. We rely on the user's blockchain wallet provider (a third party, specifically MetaMask) to provide a public key, which we use to perform this encryption, and rely entirely on the wallet provider to decrypt content.

We are not responsible for vulnerabilities that arise from the wallet provider.

We offer users two options for the delivery of NFTs: directly to their blockchain wallet, or via a link with an embedded One Time Passcode (OTP) that we deliver via email and provide to the user to share themselves. Providing the OTP to the user includes in a link sent to the user's own email address that they have provided.

Users acknowledge that if they select to deliver the NFT via email (OTP), anyone who gets access to this OTP can claim the NFT they are sending, and view the message contained in it. We are not responsible for loss or miss delivery of NFTs as a result of exposure of this OTP once it has been provided to the user, including to the extent maximally permitted by law, in the case of breaches of our own platform.

Users acknowledge that if they select to deliver the NFT via email (OTP), we will store the data they provide to us for the card on our backend and associate this data with the generated OTP so that at a later date a recipient can claim their card. We also assign ownership of the NFT to a blockchain wallet that we control until it is claimed or the time window to accept the NFT is expired.

Users acknowledge that if they select to deliver the NFT via email (OTP), they or their intended recipient will have 30 days to claim their NFT using the link sent to them via email. Once 30 days have passed, the owner and recipient forfeit their claim to the NFT.

Users acknowledge that once an NFT has been claimed using an OTP, it cannot be claimed again. If a user claims an NFT through the OTP they have access to, before the recipient does, the recipient will not be able to claim it.

Minting an Item:

A creator of generative art ("Creator") may upload a script containing or embodying an algorithm (each such script, "Creator IP") to the Blockchain Platform. Users may be able to use the Service to generate or issue ("Mint") on the Blockchain Platform an Item generated by the Creator IP. By Minting or purchasing or selling (or by offering to purchase or sell) an Item, you agree to comply with any terms, including licenses or payment rights that are embedded within or otherwise included with any Item that you Mint, sell, or purchase. Light House Cards does not guarantee that Items Minted on the Service will be transferable to any other platform. You acknowledge and agree that, when you Mint an Item, you do not expect to receive and do not receive any rights to the algorithm comprising Creator IP.

You hereby represent and warrant to Light House Cards that you are the legal owner of Creator IP and the same does not and will not violate any other party's intellectual property or similar rights.

If we are not the Creator or owner of Creator IP for certain Items, the Service is only a marketplace, and Light House Cards is not and shall not be a party to any transaction or dispute between any Creator of Creator IP and any Minter or subsequent owner of an Item generated by that Creator's Creator IP whether arising from any rights granted in that Item or otherwise.

Electronic Communications

By providing Light House Cards with your email address, visiting the Light House Cards website, sending emails to Light House Cards, or by using the Service to Mint or purchase an Item, you consent to receive electronic communications from Light House Cards (e.g. via email or by posting notices to the Service). These communications may include notices about your use of the Service (e.g. transactional information).

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you. We may also send you promotional communications via email, including but not limited to, newsletters, special offers, surveys, and other news and information we think may be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions.

Children Under Thirteen

Light House Cards Inc. does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. You must be at least 18 years of age in order to make accounts and to make purchases on our website and platform.

Links to Third Party Sites/Third Party Services

Light House Cards may contain links to other websites ("Linked Sites") and third-party properties ("Third-Party Properties") and applications ("Third-Party Applications"). Such Linked Sites, Third-Party Properties, and Third-Party Applications are not under the control of Light House Cards and Light House Cards is not responsible for the contents of any Linked Site, Third-Party Property, or Third-Party Application, including without limitation any link contained in a Linked Site, Third-Party Property, and Third-Party Application, or any changes or updates made to them. Light House Cards Inc. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Light House Cards Inc. of the site or any association with its operators, nor does Light House Cards review, approve, monitor, warrant, or make any representations with respect to Linked Sites, Third-Party Properties or Third-Party Applications, or their products and services. You use all links in Third-Party Properties and Third-Party Applications at your own risk. When you click on the link to a Linked Site, Third-Party Property, or Third-Party Application, you are subject to the terms and conditions (including privacy policies) of applicable to Linked Sites, Third-Party Property, and Third-Party Applications. You should review all applicable agreements and policies, including privacy and data gathering practices and should make whatever investigation you feel necessary before proceeding with any transaction using any Linked Sites, Third-Party Properties, or Third-Party Applications.

Certain services made available via our site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Light House Cards domain, you hereby acknowledge and consent that Light House Cards may share such information and data with any third party with whom Light House Cards has a contractual relationship to provide the requested product, service or functionality on behalf of Light House Cards' users and customers.

The Service is a software application made available by Light House Cards to enable users of the Service ("Users") to Mint (as defined below) and purchase unique non-fungible tokens and any non-digital products, services, and/or benefits to be furnished by or on behalf of sellers in connection with such sales and purchases (collectively, the "Items" or individually an "Item"), implemented on the Arbitrum Blockchain platform ("the Blockchain Platform") using smart contracts. You may only participate in the Minting or purchase of any item by linking an Arbitrum digital wallet that allows you to purchase, store, and engage in transactions using cryptocurrency (each, a "Digital Wallet") on supported bridge extensions. Before purchasing an Item, you must download a supported Digital Wallet bridge extension and use such extension to connect or unlock your Digital Wallet through the Service. Once you submit an order to Mint or purchase an Item, your order is passed on to the applicable extension, which completes the transaction on your behalf.

All transactions initiated through our service are executed by third-party digital wallet extensions. By using our services, you agree that such transactions are governed by the terms of service and privacy policy for the applicable extensions. For metamask, those terms are available at <https://metamask.io/terms.html> and <https://metamask.io/privacy.html>.

The Service and Content may include components, including software components, that are provided by a third party and that are subject to separate license terms, in which case those license terms will govern your access to and use of such components. For example, when you click to get more details about an Item, you may see a link to the Third-Party Property from which such an Item originated. Our Service and/or any Third-Party Property may include terms governing the use of such Item, including license terms. In the event you purchase such Item through our marketplace, you are required to comply with the terms that govern such Item, which may be different from these Terms.

License to Our Service and Content and No Unlawful or Prohibited Use/Intellectual Property

You are granted a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, "as-is" license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to these Terms and does not include any right to

1. Sell, resell, or use commercially the Service or Content;
2. Distribute, publicly perform, or publicly display any Content;
3. Modify or otherwise make any derivative uses of the Service or Content, or any portion thereof;
4. Use any data mining, robots, or similar data gathering or extracting methods;
5. Download (other than page caching) any portion of the Service or Content, except as expressly permitted by us in writing;
6. Use the Service or Content other than for their intended purposes

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Service for noncommercial purposes, provided that such link does not portray Light House Cards or our affiliates or any of our Services, Content, products, or services in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing, or otherwise objectionable in Light House Cards' sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Light House Cards to link to the Service or Content without our express written permission. Further, you may not use, frame, or utilize framing techniques to enclose any Light House Cards trademark, logo, or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.

This license is specifically conditioned upon and subject to your compliance with the Acceptable Use Policy set forth later in these Terms. As a condition of your use of the Service, you warrant Light House Cards that you will not use the Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Service in any manner which could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as designs, text, graphics, logos, pictures, images, information, data, software, sound files, other files as well as the compilation, selection, and arrangement thereof (collectively, "Content"), and any software used on the Site, are the property of Light House Cards or its affiliates, suppliers, licensors or Users (as applicable) and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Light House Cards content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Light House Cards Inc. and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Light House Cards Inc. or our licensors except as expressly authorized by these Terms.

Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Light House Cards or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components and same are deemed incorporated herein by this reference.

The Light House Cards logo and any Light House Cards product or service names, logos, or slogans that may appear on the Service are trademarks of Light House Cards or our affiliates and may not be copied, imitated, or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Light House Cards" or any other name, trademark or product or service name of Light House Cards (including without limitation any derivative thereof) or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Light House Cards (including without limitation any derivative thereof) and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and other names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Light House Cards any any implications to the contrary are hereby specifically disclaimed.

Light House Cards may from time-to-time change or discontinue any or all aspects or features of the Service, including by:

1. Altering the smart contracts which are included in the Blockchain Platform pursuant to upgrades, forks, security incident responses or chain migrations;
2. Deactivating or deleting User Content that Light House Cards in its sole discretion determines has been abandoned;
3. Repossessing any Items Light House Cards in its sole discretion determines to have been abandoned

In such events, you may no longer be able to access, interact with or read the data from the Service.

User Representations and Warranties

You must be at least eighteen years old to use the Service. By using the Service to Mint and purchase an Item, you agree to

1. provide accurate, current, and complete information about yourself
2. maintain and promptly update from time to time as necessary such information
3. maintain the security of your Digital Wallet and accept all risks of unauthorized access to your Digital Wallet and to the information you provide to us
4. immediately notify us if you discover or suspect any security breaches related to the Service

You will not buy, sell, rent, or lease access to the Services without our written permission, nor will you log in or try to log in to access the Service through unauthorized third party applications or clients.

Light House Cards may require you to provide additional information and documents at the request of any competent authority or to assist Light House Cards in its compliance with applicable law, regulation, or policy, including laws designed to prevent legalization of incomes obtained by criminal means or financing of terrorism. Light House Cards will require you to provide additional information and documents in cases where it has reasons to believe that

1. Your Digital Wallet or other access to the Service is being used for money laundering or for other illegal activity;
2. You have concealed or reported false information and other details; or
3. Transactions executed via your Digital Wallet were executed in breach of these Terms.

In such cases, Light House Cards, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by Light House Cards and accepted as satisfying the requirements of applicable law, regulation, or policy, If you do not provide complete and accurate information and documents in response to such a request, Light House Cards may refuse to provide to you: any item, product, service, or further access to the Service.

When you use the Service to Mint or purchase an Item, you hereby represent and warrant, to and for the benefit of Light House Cards, its affiliates and its and their respective representatives, as follows:

1. **Authority.** You have all requisite capacity, power, and authority to enter into, and perform your obligations under these Terms, including to Mint or buy any Items, as applicable. The execution, delivery, and performance of, and the performance of your obligations under these Terms have been duly authorized by all necessary action on your part, if you are an entity by such entity's board of directors or comparable governing authority(ies), and no other proceedings on your part or any other person or entity are necessary to authorize the execution, delivery, or performance by you of your obligations under these terms.
2. **Due Execution; Validity.** These Terms constitute your legal, valid, and binding obligation enforceable against you in accordance with these Terms.
3. **Accuracy of Background Check Information.** All information provided by you or on your behalf to Light House Cards and/or its third-party designees, including any address and social security number or tax ID number, each is accurate and complete. You further represent that you and any of your affiliates; any other person having a common economic or beneficial interest with you, or if you are an entity, in you; or any person or entity for whom you are acting as agent or nominee in connection with these Terms is not:
 1. A country, territory, entity, or individual named on an Office of Foreign Assets Control of the United States Treasury Department ("OFAC") list as provided and updated from time to time at

<http://treas.gov/ofac>, or a Person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list;

2. Nor a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

1. Non-Contravention. These Terms do not, and the performance of your obligations under these Terms and your Minting or buying of any Items, as applicable to your use of the Service, will not
 1. Conflict with or violate any of the organizational documents of such entity or any resolution adopted by its equity holders or other persons having governance or management authority over the entity
 2. Contravene, conflict with or violate any right of any third party or any applicable legal requirement to which you or any of the assets owned or used by you, each is subject
 3. Result in any breach of or constitute a default (or any event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party or by which you are bound, any license, permit, or similar right held by you, or any legal requirement applicable to you.

1. Independent Investigation and Non-Reliance. You are knowledgeable of the Minting and buying of any Items, as applicable. User has done their own independent research to understand blockchain technology and how NFTs work. You have also done your own independent research of the Service and matters contemplated by these Terms and have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to Mint or buy any Items using the Service, you have relied solely on the results of such investigation and such independent judgment. Without limiting the generality of the foregoing, you understand, acknowledge, and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the Items, are uncertain and involve a high degree of risk, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the Items) may constitute securities under applicable legal requirements potentially subjecting same to stringent regulatory requirements applicable to transactions involving securities. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Light House Cards, in deciding to enter these Terms, Mint, or buy any Items or use the Service.
2. Litigation. There is no legal proceeding pending or threatened that relates to your activities relating to the Minting of Items or other token or digital asset trading or blockchain technology related activities.
3. Compliance. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token trading activities or Minting Items. No investigation or review by any governmental entity is pending or has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your affiliates or representatives from engaging in or continuing any conduct, activity, or practice relating to Minting Items.
4. You are solely responsible for providing all equipment and software necessary to connect to the Service. You are also solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Service.

Acceptable Use Policy

You agree that you are solely responsible for your conduct (actions or inactions) while participating in the purchase or sale of Items or otherwise accessing or using the Service. You agree that you will abide by these Terms and will not:

1. Provide false or misleading information to Light House Cards;
2. Use or attempt to use another User's linked Digital Wallet without written authorization from such User and Light House Cards;
3. Create or list counterfeit Items;
4. Pose as another person;
5. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Service, or that could damage, disable, overburden, or impair the functioning of the Service in any manner;
6. Develop, utilize, or disseminate any software, or interact with any application performing interface ("API") in any manner that could damage, harm, or impair the Service;
7. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
8. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
9. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
10. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;
11. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, direct marketing);
12. Bypass or ignore instructions that control all automated access to the Service;
13. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law (including without limitation any anti-money laundering or anti-terrorism laws or regulations) or these Terms;
14. Use the Blockchain Platform to carry out any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing, or deliberately engaging in activities designed to adversely affect the performance of the Blockchain Platform, or the Service;
15. Engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive, or manipulative trading activities, including:
 1. Trading an Item at successively lower or higher prices for the purpose of creating or inducing a false, misleading, or artificial appearance of activity in such Item, unduly or improperly influencing the market price for such Item trading on the Service or establishing a price which does not reflect the true state of the market in such Item;
 2. For the purpose of creating or inducing a false or misleading appearance of activity in an Item or creating or inducing a false or misleading appearance with respect to the market in an Item
 1. Executing or causing the execution of any transaction in an Item which involves no material change in the beneficial ownership thereof; or
 2. Entering any order for the purchase or sale of an Item with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Item, has been or will be entered by or for the same or different parties; or
 3. Participating in, facilitating, assisting, or knowingly transacting with any pool, syndicate, or joint account organized for the purpose of unfairly or deceptively influencing the market price of an Item;
16. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions;
17. Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating or buying assets that:
 1. Are redeemable for financial instruments
 2. Give owners rights to participate in an initial coin offering ("ICO") or any securities offering;
 3. Entitle owners to financial rewards, including but not limited to, decentralized finance yield bonuses, staking bonuses, and burn discounts; or
18. Mint an Item or Items with the expectation of receiving a particular element, configuration, aspect, or other feature of such Item, or otherwise Mint an Item in an attempt to, or to secure or with the expectation of receiving added or enhanced value due to such element, configuration, aspect, or other feature of that Item

Assumption of Risk

You acknowledge and agree that:

1. The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Items, which are also subject to significant price volatility. We cannot and do not guarantee that any purchasers of items will not lose money and any implication to the contrary is specifically disclaimed. You hereby acknowledge that you understand these risks and have voluntarily assumed such risks.
2. You are solely responsible for determining what, if any, taxes apply to your transactions involving Items or the required method of reporting any such transactions for tax purposes or otherwise. Neither Light House Cards nor any Light House Cards affiliate is responsible for determining the taxes that may apply to transactions involving Items or the required method of reporting same for tax purposes or otherwise.
3. Items exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such Items. There can be no assurance that such blockchain records will be maintained indefinitely and there may be a serious risk of loss if such blockchain record become unavailable or tampered with. You understand and assume any such risks.
4. There are risks associated with using digital currency and digital assets, including but not limited to, the risk of hardware, software, and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your information. You hereby assume all such risks and any other risks not specifically states herein in connection with any transaction or ownership of Items.
5. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility and economic viability of Items.
6. There are risks associated with purchasing user-generated Content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.
7. Light House Cards reserves the right to hide collections, contracts, and assets that Light House Cards suspects or believes may violate these Terms. Items you purchase may become inaccessible on the Service. Under no circumstances shall the inability to access or view your assets on the Service serve as grounds for a claim against Light House Cards. You hereby specifically release Light House Cards from any liability for any such claim and if you or any other person brings a claim against Light House Cards due to your inability to access or view any assets, you agree that any award which may be awarded to you for any such claim shall not exceed zero.
8. Light House Cards has no responsibility for the Items created by out-of-house Creators which are then Minted or sold on the Service. For Items created by out-of-house Creators, Light House Cards does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Item created by out-of-house Creators on the Service. For the avoidance of doubt, Light House Cards shall have no responsibility for any failure of any User or out-of-house Creator to comply with any terms regarding authenticity, originality, uniqueness, scarcity or other description or characteristics of the Item of Creator IP furnished by or on behalf of that User or out-of-house Creator and displayed by Light House Cards on the Service.

Copyright

Light House Cards will take down works in response to the Digital Millennium Copyright Act ("DCMA") takedown notices and retains and reserves the absolute right to terminate access to the Service for and remove the User Content of any User who violates or infringes the rights of ours or of any third party. Without limiting the foregoing, if you believe that your intellectual property has been used on the Service in a way that constitutes infringement, please provide us at lighthouse with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of the location on the Service of the material that you claim is infringing;
4. Your address, telephone number, and email address;
5. A written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or under applicable law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner and authorized to act on the copyright owner's behalf

Contact information:

Light House Cards

18 Spring St. Apt 2

Princeton, NJ 08542

contact@lighthousecards.io

Listing and Community Guidelines for User Content and Creator Content

Light House Cards has the right, but not the obligation, to remove any listing at any time. Light House Cards exercises its sole judgment in allowing or disallowing certain assets, listings, smart contracts, and collections.

Items, listings, smart contracts, collections, and other User Content/Creator Content that Light House Cards in its sole discretion deems inappropriate, disruptive, or illegal are prohibited on the Service. Light House Cards reserves the right, but not the obligation, to determine the appropriateness of listings on its site and to remove any User Content/Creator Content, including any listing, at any time. If you create or offer an Item, listing, smart contract, or collection in violation of these policies, we reserve the right to take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting your User Content or Creator Content, recouping any payments that have been made to you for such Item, and permanently withholding any other payments due and owed to you. Light House Cards reserves the right to destroy inappropriate or illegal metadata stored on our servers.

The following User Content/Creator Content is prohibited on the Service, whether included in or made available in or through Items, listings, smart contracts, or collections that include metadata, or otherwise:

1. Content that violates international or United States intellectual property, anti-money laundering, or anti-terrorism laws;
2. Content that promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
3. Content with a primary or substantial purpose in a game or application that violates international or United States intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States;
4. Content created or used primarily or substantially for the purpose of raising funds or known terrorist organizations (as listed on <https://www.state.gov/foreign-terrorist-organizations/> or as may be determined by Art Blocks from time to time in its sole discretion);
5. Content that, as determined in our sole and absolute discretion, is intended to be age-restricted and would be considered 'not suitable for work' ("NSFW"), including Item names, listings, and their descriptions, smart contract names, and collections including profanity or overtly sexual Content (collectively "NSFW Content"). NSFW Content is prohibited. A smart contract that contains NSFW Content is subject to being marked as NSFW Content, even if the NSFW Content only represents a portion of the Content on the smart contract;
6. Content that includes stolen assets, assets taken without authorization, and otherwise illegally obtained assets, all including but not limited to Items.
7. Content that is illegal or offensive, or Content that includes or uses profanity or graphic language.

If you are aware of the creation or buying of assets or manipulation of assets in violation of any of the terms specified here, please contact us at contact@lighthousecards.io.

User Content/Artist Content and Agreement with Creators

Certain Content may be made available by a User or Creator on or through the Service ("User Content"). If you choose to make User Content available on or through the Service, you hereby grant Light House Cards a fully paid, royalty, free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, distribute, reproduce, modify, adapt, and display, such User Content (in whole or in part) for the purposes of:

1. Providing the Service, including making User Content available to other Users in accordance with your elections on the Service; or
2. Improving the Service

You also hereby grant each other User of the Service a non-exclusive license to access your User Content or Creator Content through the Service, and to use, reproduce, distribute, display, and perform such User Content or Creator Content solely as permitted through the functionality of the Service and under these Terms. You are also solely responsible for any User Content or Creator Content you provide. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post, or display on or through the Service. You agree that such User Content or Creator Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the licenses described above. We take no responsibility for the User Content or Creator Content posted or listed via the Service, although we reserve the right to remove any User Content or Creator Content that is in violation of these Terms or that Light House Cards in its sole discretion elects to remove.

International Users

The Service is controlled, operated and administered by Light House Cards Inc. from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Light House Cards Inc. Content accessed through Light House Cards in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Light House Cards Inc., its officers, directors, employees, agents and third parties, and Light House Cards Entities, from and against all actual and third party claims, damages, awards, judgements, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, reasonable attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to these Terms or your use of the Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to:

1. Your use or misuse of the Service, User Content or Items, including, without limitation, any act of omission involving any third party in connection with the Minting or buying of any Items hereunder;
2. Any feedback you provide;
3. Your violation of these Terms;
4. Your violation of the rights of any third party, including another User;
5. Any breach or non-performance of any covenant or agreement made by you;
6. Your User Content or the Minting or buying of any Items; or
7. Any off-chain benefits (including the furnishing, or any failure to furnish, or any acts or omissions of or attributable to you or any third party in respect of the same).

Light House Cards Inc. reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Light House Cards Inc. in asserting any available defenses. You agree to promptly notify Light House Cards of any third-party Claims and cooperate with the Light House Cards Entities in defending such Claims. You further agree that the Light House Cards Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN ANY SEPARATE WRITTEN AGREEMENTS BETWEEN YOU AND LIGHT HOUSE CARDS.

Release

You hereby release and forever discharge Light House Cards and our officers, employees, agents, successors, and assigns (the "Light House Cards Entities") from, and hereby waive and relinquish, each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act of omission of, other Users of the Service or any Third-Party Properties or any Third-Party Applications). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU ARE KNOWINGLY AND VOLUNTARILY WAIVING THE BENEFITS ACCORDED BY CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING AND THESE TERMS. YOU ACKNOWLEDGE THAT CALIFORNIA CIVIL CODE SECTION 1524 STATES THAT: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Light House Cards agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. LIGHT HOUSE CARDS INC. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

LIGHT HOUSE CARDS INC. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. LIGHT HOUSE CARDS (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. LIGHT HOUSE CARDS INC. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

LIGHT HOUSE CARDS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. LIGHT HOUSE CARDS DOES NOT REPRESENT OR WARRANT THAT CONTENT OF THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE LIGHT HOUSE CARDS ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, LIGHT HOUSE CARDS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY ITEMS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE AND YOU HEREBY RELEASE US FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR INTENTIONAL MISCONDUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LIGHT HOUSE CARDS INC. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION,

SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF LIGHT HOUSE CARDS INC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF ITEMS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES, SERVER FAILURE OR DATA LOSS, CORRUPTED DIGITAL WALLET FILES, UNAUTHORIZED ACCESS TO APPLICATIONS, OR ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR ITEMS.

ITEMS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. A NY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT LIGHT HOUSE CARDS OR ANY LIGHT HOUSE CARDS ENTITY CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY ITEMS. WE CANNOT AND DO NOT GUARANTEE THAT ANY ITEM WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY ITEM PURCHASED THROUGH THE SERVICE.

Light House Cards is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the Items. Light House Cards is not responsible for casualties due to developers' or representatives' delay or failure to report any issues with any blockchain supporting Items, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL LIGHT HOUSE CARDS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SERVICE, ANY ITEMS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF LIGHT HOUSE CARDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF LIGHT HOUSE CARDS ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), OR ANY ITEMS MINTED, PURCHASED, OR SOLD THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT PAID TO LIGHT HOUSE CARDS BY YOU IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Termination/Access Restriction

Light House Cards Inc. reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Delaware and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Light House Cards Inc. as a result of this agreement or use of the Site. Light House Cards Inc.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Light House Cards Inc.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Light House Cards Inc. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Light House Cards Inc. with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Light House Cards Inc. with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Accounts

To use certain features of the Service, you may need to register for an account on the Service ("Account"). You must be at least eighteen years old to register for an Account. By creating an Account, you agree to:

1. Provide accurate, current, and complete Account information about yourself
2. Maintain and promptly update from time to time as necessary your Account information
3. Maintain the security of your password and of any device used for multi-factor authentication, and accept all risks of unauthorized access to your Account
4. Immediately notify us if you discover or otherwise suspect any unauthorized access or other security breaches related to the Service or your account.

You may not have more than one Account and Light House Cards reserves the right to block multiple Accounts of the same User.

Pricing, Fees, and Payments

All pricing and payment terms for Items are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase. Creators use a variety of methods to sell Items, and in the event any funds paid need to be remitted to you as a result of the settlement resulting from such sale, it is your responsibility to claim any funds through the use of the minter contract associated with the sale.

When you Mint an Item, you agree that you have read, understood, and agreed to be bound by any terms and conditions applicable to the Secondary Sale of that Item, including any Secondary Sale Fee (regardless of whether such Secondary Sale Fee is enforced or supported by the third-party platform or marketplace that facilitates a Secondary Sale). You further agree that it is your responsibility to ensure that you must bind any subsequent purchaser of the Item to such Secondary Sale terms and conditions.

Light House Cards may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions. Whether a particular cryptocurrency is accepted as a payment method by Light House Cards is subject to change at any time in Light House Cards' sole discretion.

Changes to Terms

Light House Cards Inc. reserves the right, in its sole discretion, to change or modify the Terms under which users may use the Service. The most current version of the Terms will supersede all previous versions. Light House Cards Inc. encourages you to periodically review the Terms to stay informed of our updates. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service, or by updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Service at any point after such update, you confirm your acceptance of the revised Terms and all of the provisions incorporated therein by reference. You should review these Terms to ensure your understanding of the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

Investigations

If Light House Cards becomes aware of any possible violations of these Terms by you, Light House Cards reserves the right to investigate such violations. If, as a result of the investigation, Light House Cards believes that criminal activity may have occurred, Light House Cards reserves the right to refer the matter to, and to cooperate with, any and all applicable regulatory authorities. Light House Cards is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including User Content, in Light House Cards' possession in connection with your use of the Service, to:

1. Comply with applicable laws, legal process, or governmental request
2. Enforce these Terms
3. Respond to any claims that User Content violates the rights of third parties
4. Respond to your requests for customer service
5. Protect the rights, property, or personal safety of Light House Cards, its Users, or the public, and all law enforcement or other governmental officials, as Light House Cards in its sole discretion believes to be necessary or appropriate.

By agreeing to these Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning your use of the Service, including without any text, voice, or video communications.

Closing Notes

We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. These Terms, and your access to and use of the Service, shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree to use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms. Your relationship to Light House Cards is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior consent of Light House Cards. Light House Cards' failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of Light House Cards and you and are not intended to confer third party beneficiary rights upon any other person or entity.

Contact Us

Light House Cards Inc. welcomes your questions or comments regarding the Terms:

Light House Cards Inc.

18 Spring St. Apt 2

Princeton, New Jersey 08542

Email Address:

contact@lighthousecards.io

Effective as of December 14, 2023