

Terms & Conditions

Mint or Skip, LLC (“Mint or Skip,” “we,” “us,” or “our”) provides its services (described below) and related content and functionality to you (“you” or “User”) through its websites, platform, and Smart Contracts (defined below) for The Summoning located at summoning.xyz (collectively, the “Site”), subject to these Terms of Use (as amended from time to time, the “Terms”). The Privacy Policy and all such additional terms, guidelines, and rules as set forth on the Site are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by you. These terms govern your access to and use of this Site, as well as all content, functionality, and services offered on or through the Site, including Perks (as defined below) (all of the foregoing, collectively, the “Services”), and The Summoning NFTs (defined below). By signing up for an account on the Site, connecting your cryptocurrency wallet (e.g., MetaMask or WalletConnect) to the Services, or otherwise using or accessing the Services, Perks or any The Summoning NFTs, you acknowledge that you have read and agree to these Terms.

By agreeing to these Terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms, you must not access or use the Site or any other Services.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST MINT OR SKIP ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. We will also notify you, either through the Site user interface, in an email notification or through other reasonable means. Any such changes will become effective when posted, unless a different date is indicated by us. Your continued use of the Site after the date any such changes become effective constitutes your acceptance of the new Terms of Use.

CHANGES TO THE SERVICES

Mint or Skip reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Mint or Skip will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services, including in relation to any Mint or Skip NFT.

PERKS

A Collector (as defined below) of a The Summoning NFT may receive special perks, experiences, or opportunities as determined by Mint or Skip in its sole discretion (“Perks”) after the The Summoning NFTs are first made available for sale (i.e., dropped) by Mint or Skip. Mint or Skip does not make any representation, warranty or guarantee that any Collector will receive any Perks or achieve any particular outcome as a result of owning any The Summoning NFT. Mint or Skip reserves the right, at its sole discretion, to restrict, limit, or deny any Perks to any Collector, including to limit the period of time when a Perk is available, for failure to comply with these Terms, at any time. Perks are not intended to be an endorsement of any project, creator, NFT, individual or any other thing, and Mint or Skip makes no recommendation and provides no investment advice in connection with any Perks or otherwise as a result of holding or owning a The Summoning NFT.

RESTRICTIONS

You agree that you will not, and will not permit any third party to, do or attempt to do any of the following without Mint or Skip’s express prior written consent in each case:

interfere with or disrupt the Services or servers or networks connected to the Services in any manner that could negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;

violate any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to those of the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), or which would involve proceeds of any unlawful activity;

obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services;

use the Services to advertise or offer to sell or buy any goods or services for any purpose that is not specifically authorized herein;

use the Services or any The Summoning NFT to further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism; or

use the Services or any The Summoning NFT to carry out financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments.

Disclaimers of Warranties, Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representations, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Mint or Skip, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

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Return Policy

We do not accept returns.

Refund Policy

We do not offer refunds.