



## TERMS OF SERVICE

Welcome, by means of Software-as-a-Service ("SaaS"), we (or "Twinstory" or "winwinwin agency BV" or "W3X") offer you a set of applications (such as API, authorization server, dashboard, and wallet), the "Twinstory Applications" (the "Software"). These are the Terms of Service ("Terms") that are always applicable to the use of our Software.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS.

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

If you have any questions regarding these Terms or the Software, you can contact us by sending an email to [info@twinstory.io](mailto:info@twinstory.io)

Our address is Molenstraat 11, 2071AH Santpoort-Noord. We are registered with the Chamber of Commerce (Kamer van Koophandel) under number: 91632986.

We have the right to change these Terms at all times. The latest version of these Terms will always apply. Arrangements that deviate from these Terms will only be applicable if they have been agreed on by us in writing.

### 1. General

- 1.1. These Terms apply to every offer and agreement between you and us.
- 1.2. We shall send you these Terms at your request, free of charge. You can also find them on our website [twinstory.io](http://twinstory.io).
- 1.3. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

### 2. Proposals and offers

- 2.1. All our proposals and offers are non-binding, unless expressly agreed otherwise. An offer or proposal only applies to the assignment specified therein (and not to possible future assignments).
- 2.2. When you provide us with certain information, we may assume that the provided information is correct and we will base the proposal on that information.



### 3. Costs

- 3.1. Offered prices do not include possible expenses or any taxes or levies imposed by relevant authorities.
- 3.2. We have the right to adjust our prices at any given time. The new price will then be applicable thirty days after its announcement.
- 3.3. In case you do not agree with the change of price in question, you have the right to cancel the agreement within two weeks days after the announcement. The Agreement will then terminate on the day the new prices become applicable.

### 4. 4. Payment and Collection Charges

- 4.1. We will send you a monthly or annual invoice in advance. You always have to pay the invoice within Net 15 days after the invoice date.
- 4.2. If a payment is due, and you have failed to meet this payment obligation, you will automatically be in default. A default notice is not required. In that case, all licenses granted by Twinstory will terminate automatically.

### 5. Use of Services

- 5.1. These Terms govern your access to and use of the Twinstory website(s), our API(s), and any other software, tool(s), feature(s), or functionalities provided on or in connection with our services on a fair use basis; including without limitation using our services to create Tokens and use our tools, at your own discretion, to connect directly with others to transfer Tokens on public blockchains (such as the Polygon side-chain, Ethereum blockchain) (collectively, the "Service").
- 5.2. For purposes of these Terms, "user", "you", and "your" means you as the user of the Service. If you use the Service on behalf of a company or other entity then "you" includes you and that entity, and you represent and warrant that:
  - 5.2.1. you are an authorized representative of the entity with the authority to bind the entity to these Terms, and
  - 5.2.2. you agree to these Terms on the entity's behalf.
- 5.3. Twinstory is not a custodial wallet provider, exchange, broker, financial institution, or creditor. Twinstory provides no peer-to-peer web3 service on public blockchains. Using our Service, you are currently not allowed to use third-party wallets.
- 5.4. Because we have a growing number of Services, we sometimes need to provide additional terms for specific services (and such services are deemed part of the "Service" hereunder and shall also be subject to these Terms). Those additional terms and conditions, which are available with the relevant service, then become part of your Agreement with us if you use those services. In the event of a conflict between these Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service
- 5.5. If you want to use our Software, you will have to register yourself at our website.
- 5.6. You can only create an account for yourself. You are not allowed to give others access to (a backup of) the Software.
- 5.7. You shall keep your account details and password confidential. You are responsible for all activities on your account after it has been logged in with the account details and passwords, unless you have reported as soon as becoming aware of it that your personal account has been compromised.



- 5.8. In order to use our Software, you must have a proper internet connection. You are responsible for the technical functioning and maintenance of your internet connection, internal network and all other IT-systems if so required according to our system requirements.
- 5.9. We have the right to block accounts. We only do this in case we have reasonable belief that one or more accounts are used in a matter that is against the law or contrary to a provision of these Terms. Furthermore, we have the right to take any other measures we deem adequate, taking into account the circumstances at hand.

## **6. License to Access and Use Our Services**

- 6.1. You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, and personal license to access and use the Service provided, however, that such license is subject to your compliance with these Terms.

## **7. Third party Content and Services**

- 7.1. Twinstory does not make any representations or warranties about NFTs created by third parties or third-party content visible through our Service, including any content associated with NFTs displayed through the Service. You bear responsibility for verifying the legitimacy, authenticity, and legality of NFTs that you transfer. We also cannot guarantee that any NFTs visible through the Service will always remain visible and/or available to be transferred.
- 7.2. NFTs may be subject to terms directly between buyers and sellers with respect to the use of the NFT content and benefits associated with a given NFT ("Purchase Terms"). Twinstory is not a party to any such Purchase Terms, which are solely between the buyer and the seller. The buyer and seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms. You are solely responsible for reviewing such Purchase Terms.
- 7.3. The Service may also contain links or functionality to access or use third-party websites ("Third-Party Websites") and applications ("Third-Party Applications"), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties ("Third-Party Materials"). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of Twinstory, and may be "open" applications for which no recourse is possible. Twinstory is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. Twinstory provides links to these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.



## 8. Accessing the Services

- 8.1. Like much of web3, your blockchain address functions as your identity on Twinstory. Accordingly, you will need a blockchain address and a wallet to access the Service. Your account on the service ("Account") will be associated with your blockchain address
- 8.2. By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets not operated by, maintained by, or affiliated with Twinstory, and Twinstory does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. Twinstory accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account (you can contact us here).
- 8.3. You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service.
- 8.4. Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that Twinstory, in its sole discretion, may elect to take.
- 8.5. We require all users to be at least 18 years old. If you are at least 13 years old but under 18 years old, you may only use Twinstory through a parent or guardian's Account and with their approval and oversight. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old.

## 9. Availability and maintenance of Twinstory

- 9.1. We shall ensure that the Software will be kept available for use for the entire duration of this Agreement. We shall do our best to keep the Software up and running 24 hours a day, 7 days a week. We are responsible for the availability and maintenance of the Software.
- 9.2. During maintenance, the Software can be unavailable. We will notify you of such maintenance in advance. Only in case of emergencies, we will not send you a notification.
- 9.3. We have the right to change the Software. This includes, but is not limited to, changing, removing or adding certain features or functionalities of the Software.
- 9.4. We do not guarantee that our Software is completely free of error. Please inform us immediately of any errors, bugs or malfunctioning of the Software. You can reach out to us by sending an email to [info@twinstory.io](mailto:info@twinstory.io). We will then do our utmost to resolve your problem as soon as possible.



## 10. User Conduct

10.1. You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:

- Use or attempt to use another user's Account without authorization from such user;
- Pose as another person or entity;
- Claim an Twinstory username to engage in name squatting;
- Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Use any data mining, 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;
- Reverse engineer, duplicate, decompile, disassemble, or decode 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;
- Sell or resell the Service or attempt to circumvent any Twinstory fee systems;
- Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
- Use the Service for money laundering, terrorist financing, or other illicit finance;
- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, selling, or buying securities, commodities, options, or debt instruments;
- Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;
- Infringe or violate the intellectual property rights or any other rights of others;
- Create or display NFTs or other items that promote suicide or self-harm, incites hate or violence against others, or doxes another individual;
- Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

10.2. Finally, by using the Service, you understand the importance of doing your own research (“DYOR”).



## 11. Termination

- 11.1. Either Party can terminate this Agreement at any time with immediate effect if the other Party breaches its obligations under this Agreement.
- 11.2. If you breach any of the provisions of these Terms, all licenses granted by Twinstory will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your Account and/or your ability to access or use the Service (or any part of the foregoing) 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.

## 12. Force Majeure

We are not liable for any damages in case of force majeure. If the force majeure takes place for a period that exceeds one month, this agreement can be terminated in writing. In that case, parties have no right to recover damages. We will then send you an invoice regarding the period in which you have used our Software.

## 13. Ownership

- 13.1. We (or our licensor or suppliers) are the exclusive owners of all existing and future intellectual property, such as copyrights, trademarks, design rights, patents, source codes and know-how, which rest on our Software or are the fruits of the use of our Software.
- 13.2. As a user, you only gain the right to use our Software. You cannot claim any of the in subsection 1 mentioned intellectual property. This is not an exclusive right, which means that we can grant others similar rights of use. Furthermore, it is expressly forbidden to transfer or license this right to any third party.
- 13.3. We welcome feedback, comments, and suggestions for improvements to the Service ("Feedback"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Service or in any such Feedback. You agree that Twinstory may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Twinstory any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

## 14. Intellectual Property Rights

- 14.1. You are solely responsible for your use of the Service and for any information you provide, including compliance with applicable laws, rules, and regulations, as well as these Terms, including the User Conduct requirements outlined above.
- 14.2. 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 content that you create, submit, post, promote, or display on or through the Service. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant Twinstory the license described above, and that the content does not violate any laws.



## 15. Communication Preferences

15.1. By creating an Account, you consent to receive electronic communications from Twinstory (e.g. via email, push notification, text messages, or other types of messages). These communications may include notices about your Account (e.g., transactional information) and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Service and you may opt out of these communications through the Service (with the possible exception of important service announcements and administrative messages) by following the unsubscribe instructions provided.

## 16. Indemnification

16.1. By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless Twinstory, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the "Twinstory Parties"), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, 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 (a) your use or misuse of the Service, content, tokens (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, including another user or third-party, and (e) your negligence or willful misconduct. You agree to promptly notify Twinstory of any Claims and cooperate with the Twinstory Parties in defending such Claims. You further agree that the Twinstory Parties shall have control of the defense or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND TWINSTORY.

16.2. You indemnify us for all claims by third parties relating to the data that you have collected, saved or processed by means of our Software. We are not liable for the content of the data that you have collected, saved or processed within the framework of our Software.



## 17. Disclaimers

- 17.1. YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TWINSTORY EXPRESSLY DISCLAIMS WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TWINSTORY (AND ITS SUPPLIERS) MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY FOR WHETHER THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. TWINSTORY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TWINSTORY 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 TWINSTORY ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, TWINSTORY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR OUR SERVICE PROVIDERS’ SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM THE TWINSTORY PARTIES OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD TWINSTORY RESPONSIBLE FOR ANY BREACH OF SECURITY.
- 17.2. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF TOKENS, CONTENT, AND/OR CONTENT LINKED TO OR ASSOCIATED WITH NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS OR USE; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR TOKENS.
- 17.3. TOKENS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ASSOCIATED BLOCKCHAIN (E.G. POLYGON OR ETHEREUM NETWORK). ANY TRANSFERS OR SALES OCCUR ON THE ASSOCIATED BLOCKCHAIN (E.G. POLYGON OR ETHEREUM NETWORK). TWINSTORY AND/OR ANY OTHER TWINSTORY PARTY CANNOT EFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY TOKENS OR NFTS OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS.
- 17.4. NO TWINSTORY PARTY IS RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE TOKENS. NO TWINSTORY PARTY IS RESPONSIBLE FOR LOSSES OR INJURY DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE TOKENS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.
- 17.5. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.



## 18. Assumption of Risk

### 18.1. You accept and acknowledge:

- The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of tokens.
- You are solely responsible for determining what, if any, taxes apply to your transactions. Twinstory is not responsible for determining the taxes that apply to your token(s).
- We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and Twinstory has no ability to reverse any transactions on the blockchain.
- There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or Account. You accept and acknowledge that Twinstory will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service or any Blockchain network, however caused.
- The Service relies on third-party platforms and/or vendors. If we are unable to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
- If you have a dispute with one or more users, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.



## **19. Limitation of Liability**

- 19.1. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL TWINSTORY OR ITS SERVICE PROVIDERS 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 OR THE SERVICE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, 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 STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF TWINSTORY OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICE. ACCESS TO, AND USE OF, THE SERVICE, PRODUCTS OR THIRD-PARTY SITES, AND PRODUCTS ARE 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.
- 19.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF TWINSTORY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS, OR ANY TWINSTORY PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) EUR 100 OR (B) THE AMOUNT RECEIVED BY TWINSTORY FOR ITS SERVICE DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 19.3. 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. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

## **20. Privacy Policy**

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

## **21. Modifications to the Service**

- 21.1. We reserve the right in our sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Service (or any features or parts thereof) at any time and without liability as a result.

## **22. Applicable law**

- 22.1. These Terms and your access to and use of the Service shall be governed by and construed and enforced in accordance with Dutch law.

## **23. 23. Competent court**

- 23.1. The court of Amsterdam.



## **24. Injunctive Relief**

24.1. You agree that a breach of these Terms will cause irreparable injury to Twinstory for which monetary damages would not be an adequate remedy and Twinstory shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

## **25. Survival**

25.1. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Twinstory or you. Termination will not limit any of Twinstory's other rights or remedies at law or in equity.

## **26. Miscellaneous**

26.1. These Terms constitute the entire Agreement between you and Twinstory relating to your access to and use of the Service. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Twinstory, and Twinstory's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.

26.2. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.