

FLAMINGO.AI

Terms and Conditions of Website, Digital Products and Services

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Updated 01.08.2024

You must read and understand these terms, by purchasing, interacting or transfer with/of any Products and Services from FLAMINGO.AI you agree to adhere to these Terms and Conditions of Products and Services and the FLAMINGO.AI policies.

1. The Terms

1.1. Coverage

These are the Terms and Conditions of Products and Services on which FLAMINGO.AI may supply Products and Services to you, which may include: goods, Services, digital content, digital products, digital Services, protocols, information, digital assets, crypto, code, platforms (including staking and pools) or any other.

This includes decentralized products not directly offered through the company. ("Products and Services").

1.2. Must read and understand.

Please read these terms carefully before you submit an order or purchase any products. You should also seek independent advice from professionals before any involvement with any Products and Services provided by FLAMINGO.AI.

1.3. Overview and risk warning.

Cryptocurrency carries inherent risks which may make it susceptible to value and valuation fluctuations and financial risks. You must understand what Products and Services you are purchasing before making any commitment to purchase or be involved with any FLAMINGO.AI Products and Services. Products that are on a decentral market can pose high volatility.

1.4. Capital at risk.

The value of Products and Services can fluctuate as their prices are determined by demand and are not guaranteed. You may not get back the amount (or any amount) they originally purchased the Products and Services.

1.5. Change of location.

FLAMINGO.AI reserves the right to change the location or jurisdiction of the company, processing, processes, outsourcing, issuances, ICOs, to third-parties or otherwise.

1.6. Information on how to contact FLAMINGO.AI

Email address: INFO@GETFLAMINGO.AI

2. Agreement

2.1. Acceptance of Terms

By accessing, using, or purchasing any Products and Services provided by FLAMINGO.AI, you agree to these Terms and Conditions. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. If you do not agree with any part of these Terms, you must immediately discontinue use of the Services.

2.2. Modification of Terms

FLAMINGO.AI reserves the right to modify, amend, or update these Terms at any time. We will notify you of any significant changes to these Terms via email or by posting a notice on the website. Any updates or modifications will be effective as of the date they are posted, and your continued use of the Products and Services following such changes constitutes your acceptance of the updated Terms. It is your responsibility to review these Terms periodically.

2.3. Eligibility

By agreeing to these Terms, you confirm that you are at least 18 years of age or the legal age of majority in your jurisdiction, whichever is higher. If you are using the Services on behalf of a business, organization, or other entity, you represent and warrant that you have the authority to bind such entity to these Terms.

2.4. Use of Products and Services

You agree to use the Products and Services in compliance with all applicable laws and regulations, including any local laws that apply to cryptocurrency, blockchain, or digital assets. You will not use the Services for any unlawful purpose or in a way that could damage, disable, or impair the operation of the Products and Services or interfere with any other user's access to the Services.

2.5. Account Registration

To access certain Products and Services, you may be required to create an account with FLAMINGO.AI. You agree to provide accurate, current, and complete information during the registration process and to keep your account information up to date. You are solely responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

2.6. Intellectual Property

All intellectual property rights, including but not limited to copyrights, trademarks, and patents, related to the Products and Services provided by FLAMINGO.AI remain the sole property of FLAMINGO.AI or its licensors. You are granted a non-transferable, non-exclusive, revocable license to access and use the Products and Services for personal or business purposes, subject to these Terms.

2.7. Prohibited Activities

You agree not to engage in any of the following activities while using the Products and Services:

- Reverse-engineering, decompiling, or disassembling any software or code provided by FLAMINGO.AI.
- Circumventing any security features or protocols designed to protect the Products and Services.
- Using the Services for any illegal activities, including fraud, money laundering, or terrorism financing.
- Engaging in any conduct that could damage, disable, or impair the functionality of the Services.
- Accessing services from exempt territories

2.8. No Financial Advice

FLAMINGO.AI does not offer financial, legal, or investment advice. The Products and Services provided are for informational purposes only. Any decisions you make based on the information or tools provided by FLAMINGO.AI are made at your own risk. It is recommended that you seek independent professional advice before making any financial decisions.

2.9. Service Availability

FLAMINGO.AI does not guarantee the availability or uninterrupted operation of the Products and Services. There may be instances of downtime, maintenance, or technical issues that could affect the availability of the Services. FLAMINGO.AI will make reasonable efforts to restore service as quickly as possible but does not accept liability for any losses arising from service interruptions.

2.10. Suspension or Termination

FLAMINGO.AI reserves the right to suspend or terminate your access to the Products and Services at its discretion, particularly in cases where there is a breach of these Terms or any applicable laws. Upon termination, your right to access the Products and Services will cease, and any outstanding obligations or liabilities will remain in effect.

3. Order acceptance.

Acceptance will take place when you place an order to purchase or interact (with) our Products and Services, subject to these Terms and Conditions and specifically clause 3.2 below. © FLAMINGO.AI 2022

3.2. Inability to accept requests.

FLAMINGO.AI may not be able to accept your request for Products or Services and reserves the exclusive right not to accept or fulfill any request for Products or Services and is under no obligation to provide a rationale to justify any inability or refusal to accept a request or fulfill a request for Products or Services.

3.3. Right to access FLAMINGO.AI website.

The FLAMINGO.AI website and any exchange or third party that promotes or supplies FLAMINGO.AI Products and Services is only to be accessed by users in geographical regions and jurisdictions that do not ban such access for any reason.

3.4. RIGHT TO PURCHASE AND INTERACT WITH FLAMINGO.AI SERVICES AND PRODUCTS

The FLAMINGO.AI website and any exchange or third party that promotes or supplies our Products and Services is only to be used to purchase Products and Services that are not banned, illegal or otherwise. And no user, consumer or customer should purchase any products and Services under any circumstances where the Products and Services (in whatever form) are banned, illegal or otherwise in the geographical region or jurisdiction in which they are accessing the website and any exchange or third party. The Litepaper and Token are not for distribution into, or to, persons with addresses in the United States of America (or any of its territories or possessions) (together, the “US”) and in addition (so unconnected to the latter) to **jurisdictions** where such distribution may be restricted. We do not take responsibility in third party (including decentralised third parties) distributing FLAMINGO.AI products and services to territory they where are banned, illegal or otherwise. We do not allow the usage of a VPN to mask a location.

4. Purchase

Once a Product is bought either from FLAMINGO.AI directly, through a supplier or exchange (of which supplier and/or exchange terms may apply accordingly), there is no right to make changes, modify the order, refund, or return. You agree that by purchasing any Product from FLAMINGO.AI or otherwise, you have fully read and accepted these terms and conditions and read, understood, and agreed to all available FLAMINGO.AI policies. If you do not understand any part of these terms and conditions or any of the FLAMINGO.AI policies, you must not make a purchase by any means or method of any FLAMINGO.AI Product.

5. FLAMINGO.AI Product Delivery

5.1 Changes

FLAMINGO.AI reserves the full right to make commercially reasonable changes to the strategy, policies, profile, platform, app(s), lite paper, whitepaper, development, Products, Services, content, website, sales or offering geographies or otherwise. In all circumstances this will be at the discretion of the FLAMINGO.AI team in the pursuit of adhering to legal and regulatory changes, sustainability, commerciality, longevity and growth opportunities and prospects of FLAMINGO.AI.

6.2. FLAMINGO.AI are not responsible for delays.

If our supply of Products or Services is delayed by an event outside our control, then FLAMINGO.AI will make a public announcement on our website. FLAMINGO.AI will bear no responsibility or liability because of anything that causes delay that is outside our control or not reasonably within our control.

6.3. FLAMINGO.AI may suspend the supply of Products and Services.

FLAMINGO.AI may have to suspend the supply of a product to you without any consequence or liability to FLAMINGO.AI if FLAMINGO.AI needs to or decides to: (a) deal with technical problems or make minor technical changes; (b) update, discontinue or amend the Products and Services to reflect changes (or potential changes) in relevant laws and regulatory requirements; (c) make changes to the Products and Services as notified by us to you.

7. Privacy and Data Collection

Your use of the Products and Services is also governed by FLAMINGO.AI's Privacy Policy. By using the Services, you consent to the collection, use, and sharing of your personal information as described in the Privacy Policy. See also: Data & Privacy Policy.

8. Risk Disclaimer

You acknowledge and accept that investing in or using blockchain, cryptocurrencies, and decentralized financial products carries substantial risks, including the risk of total loss. FLAMINGO.AI is not liable for any financial losses, disruptions, or damages that may occur due to the volatility, fraud, or technical issues associated with these markets.

9. Limitation of Liability

To the maximum extent permitted by law, FLAMINGO.AI will not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or use, resulting from your use of the Products and Services. This limitation applies whether the liability arises from tort, contract, or otherwise.

10. Indemnification

You agree to indemnify, defend, and hold harmless FLAMINGO.AI and its affiliates, officers, employees, and agents from any claims, liabilities, damages, losses, and expenses (including legal fees) arising out of or related to your use of the Products and Services, your violation of these Terms, or your breach of any applicable law.

11. Litepaper

This Litepaper ("Litepaper") does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction. FLAMINGO.AI tokens ("Tokens") do not, and are not intended to, constitute securities in any jurisdiction. The Litepaper is not and does not constitute any offer, advice, solicitation, or any initiation (in any form whatsoever) to any persons (including both natural and non-natural persons) to acquire any Tokens at any time and nothing in this document shall form the basis of any investment or acquisition decision by any person. As the Tokens do not constitute securities in any jurisdiction, the Tokens are outside of the scope of any regulatory requirements and any reader of this Litepaper ("You"), by accessing and/or accepting possession of any information contained herein, You hereby represent and warrant to FLAMINGO.AI (i) that the Tokens do not constitute securities in any form in any jurisdiction; (ii) you agree and acknowledge that this Litepaper does not constitute a prospectus or offer document of any sort and is not intended to constitute an offer of securities or a solicitation for investment in securities in any jurisdiction; (iv) you agree and acknowledge that no regulatory authority has examined or approved this Litepaper and any information contained herein, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction and the publication, dissemination of this Litepaper does not imply that the applicable laws, regulatory requirements or rules have been complied with; (v) you agree and acknowledge this this Litepaper is information-only and not advice and shall not be interpreted, construed, or deemed by You as any indication of the merits of the Tokens or the FLAMINGO.AI project; (vi) the distribution or dissemination of this Litepaper, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited by any applicable laws, regulations, or rules within your jurisdiction, and where any restrictions in relation to possession are applicable, you have observed and complied

with all such restrictions at your own expense and without liability to FLAMINGO.AI as a project and/or any FLAMINGO.AI personnel ("Personnel"); (vii) you agree and acknowledge that should you, at any time, decide to purchase or acquire (in any manner) any Tokens, then the Tokens are not to be construed, interpreted, classified, or treated as any kind of currency, any form of security (including debentures, stocks or shares, or similar), rights, options or derivatives in respect of any form of security (including debentures, stocks or shares, or similar), rights under any contract for difference of similar instrument, units in a collective investment scheme, business trust, or derivative thereto, or any other security or class, type, or form of securities; (viii) you agree and acknowledge that you have an understanding of cryptocurrencies, blockchain technology, DeFi, and the general space in which the FLAMINGO.AI project operates; (ix) you agree and acknowledge that you are fully aware and understand any risks which may or may not be associated with any purchase or acquisition of any Tokens; (x) you agree and acknowledge that neither FLAMINGO.AI nor any Personnel are liable for any direct, indirect, special, incidental, consequential or other losses of any kind in tort, contract or otherwise (including but not limited to loss of revenue, income or profits), arising out of or in connection with any acceptance of or reliance on this Litepaper or any part thereof by You; and (xi) all of the acknowledgements, representations and warranties provided by You are complete, accurate and non misleading.