#### Vault 7641 — Terms of Service

### 1. Introduction

Welcome to Vault 7641 ("Vault 7641," "we," "us," or "our"). These Terms of Service ("Terms") constitute a legally binding agreement between Vault 7641 and any individual or entity ("you" or "user") who accesses or uses our products, services, websites, smart contracts, or communities (collectively, the "Services").

By joining, minting, purchasing, holding, or using a Vault 7641 NFT or by participating in any of our Services, you agree to be bound by these Terms. If you do not agree, you must not access or use Vault 7641.

# 2. Eligibility

- You must be 18 years or older to use Vault 7641.
- By using our Services, you represent and warrant that you are not:
  - A resident, citizen, or located in any jurisdiction where participation is prohibited or restricted, including but not limited to United States, mainland China, Cuba, Iran, North Korea, Syria, Crimea, Donetsk, Luhansk, Zaporizhzhia, or Kherson regions, or any country/region subject to international sanctions.
  - 2. On any government sanctions or restricted persons list.
- Corporate or institutional entities are not permitted to mint or participate. Only natural persons are eligible.

### 3. Vault 7641 NFTs

### 3.1 Nature of NFTs

- Vault 7641 NFTs ("NFTs") are unique digital assets issued on the Solana blockchain.
- NFTs are digital collectibles and membership passes that provide access to community features and utilities.
- NFTs are not securities, financial instruments, or investments. They do not represent equity, ownership, profit-sharing, debt, or any entitlement to revenues.

## 3.2 Immediate Utility

- NFTs unlock immediate access to community features, guilds, quests, and content.
- NFTs are not sold or offered for speculative purposes. Buyers must not purchase with the expectation of financial return.

# 3.3 Minting and Payments

- Payment for mint is accepted in SOL only.
- Buyers are responsible for all network fees/gas.
- All NFT sales are final. No refunds, cancellations, or reversals are permitted.

# 3.4 Secondary Royalties

- A 7% royalty is applied on secondary sales to support Vault 764
- Royalties are encoded in the smart contract but may not be enforced by all marketplaces.
- Circumvention of royalties constitutes a violation of these Terms.

#### 4. Community Utilities and Services

By holding an NFT or subscribing through alternative access models, you may access:

- 1. Discord-based community access and gated roles.
- 2. Guilds: Trader, Builder, Gamer, Farmer, Pathfinder.
- 3. Quests, XP, badges, and gamified achievements.
- 4. Educational content, AMAs, live sessions, and workshops.
- 5. Talent network, bounties, and job board access.
- 6. Creator drops and digital/physical collaborations.
- 7. Affiliate and partner programs (subject to Section 10).
- 8. Community commerce (exclusive merchandise, digital goods).
- 9. Inclusive Access (non-NFT entry) options where offered.

Vault 7641 reserves the right to modify, suspend, or discontinue any of these utilities at any time without liability.

## **5. Community Conduct**

By participating in Vault 7641:

- You must not harass, threaten, or abuse others.
- You must not post, share, or distribute illegal, defamatory, or harmful content.
- Spam, scams, shilling of unapproved projects, and market manipulation are strictly prohibited.
- Vault 7641 reserves the right to mute, restrict, suspend, or permanently revoke access to utilities or community spaces if you violate this Code of Conduct.
  Ownership of NFTs on-chain remains unaffected.

## 6. Guild Leaders, Experts, and Bounties

- Guild leaders, captains, experts, and bounty participants are classified as independent contractors, not employees.
- Payments are made in cryptocurrency as mutually agreed upon between Vault 7641 and the contributor.
- Vault 7641 reserves the right to reject work not meeting quality standards.
- By accepting payment, contributors assign all intellectual property rights in deliverables to Vault 7641.
- All contributors are responsible for reporting and paying their own taxes. Vault 7641 may withhold taxes where legally required.

### 7. Affiliate & Partner Programs

- Affiliates are limited to single-tier referrals only. Multi-level marketing is prohibited.
- Commissions are only paid for valid, completed, non-refunded purchases.
- Vault 7641 reserves the right to claw back commissions in cases of fraud, abuse, or policy violations.

- Affiliates must disclose their promotional relationship clearly and comply with all advertising laws.
- Use of Vault 7641 brand assets must follow official brand guidelines and is subject to prior approval.

## 8. Intellectual Property & Licensing

#### 8.1 Vault 7641 IP

• All rights in the Vault 7641 brand, name, logos, and content are owned by Vault 7641.

### 8.2 NFT Art License

- NFT holders are granted a personal, non-commercial, non-transferable license to display the artwork linked to their NFT.
- Holders may not:
  - Use the art for commercial purposes.
  - o Modify or create derivative works without written consent.
  - o Use the Vault 7641 name or logos for branding, products, or services.

## 9. Payments, Fees, and Taxes

- Users are responsible for any local taxes, duties, or levies arising from purchases, ownership, or resale of NFTs.
- Vault 7641 may withhold taxes from bounty or affiliate payouts if legally required.
- You agree that all payments made to Vault 7641 are final and non-refundable except where mandated by applicable law.

#### 10. AML, Sanctions & Risk Controls

 Vault 7641 remains KYC-free, but reserves the right to request identity verification for large payouts (> PHP 50,000 equivalent) or suspicious activity.

- Vault 7641 may deny Services or void utilities if a user is found to be in violation of sanctions or laws.
- Users must not engage in wash trading, money laundering, or illicit activities through Vault 7641 NFTs.
- Vault 7641 reserves the right to suspend utilities or community access in response to legal orders, exploits, or threats.

#### 11. No Investment or Financial Advice

- Vault 7641 NFTs are not investments. Buyers must not expect profits, dividends, or financial returns from holding.
- Vault 7641 provides educational and community content only. Nothing constitutes financial, investment, or legal advice.
- Users must conduct their own due diligence before participating in any activities or applying knowledge gained from the community.

#### 12. Disclaimers

- Services are provided "as is" and "as available."
- Vault 7641 makes no warranties or guarantees regarding uptime, reliability, future features, or token value.
- Users assume all risks associated with blockchain technologies, including volatility, transaction failures, bugs, and regulatory changes.
- Vault 7641 is not responsible for loss of private keys, wallet access, or third-party platform failures.

### 13. Limitation of Liability

To the maximum extent permitted by law:

• Vault 7641's total liability to you for any claim shall not exceed the total fees paid by you to Vault 7641 in the 12 months preceding the claim.

• Vault 7641 is not liable for indirect, incidental, or consequential damages, including lost profits, lost data, or reputational harm.

#### 14. Indemnification

You agree to indemnify and hold harmless Vault 7641, its affiliates, team members, and partners from any claims, damages, losses, or expenses arising from:

- Your violation of these Terms,
- Your illegal or fraudulent use of Vault 7641 Services, or
- Any third-party claims related to your content, conduct, or NFT use.

# 15. Force Majeure

Vault 7641 is not responsible for delays or failures caused by events beyond our reasonable control, including but not limited to cyberattacks, natural disasters, blockchain disruptions, or regulatory changes.

## 16. Updates & Changes

- Vault 7641 may amend these Terms at any time. Updates are effective upon posting on the official website or announcement in official channels.
- Continued use of the Services constitutes acceptance of updated Terms.

## 17. Entire Agreement

These Terms constitute the entire agreement between you and Vault 7641 regarding the Services and supersede any prior agreements.