

TERM AND CONDITION

1. The Service.

The nonstopay NFT distribution platform, known as the "NFT Platform," provides customers with the opportunity to resell non-fungible tokens (NFTs) and acquire customized content referred to as "Collectibles." These Collectibles are linked to NFTs and are securely registered on a blockchain. Customers can purchase these NFTs and Digital Collectibles using cryptocurrency (specifically USDC) or credit card transactions facilitated by Payment API payment platform.

2. Availability of Third-Party Services.

The seamless operation of the nonstopay platform relies on its integration with various third-party providers.

Occasionally, transactions may encounter failures due to technical issues or other unforeseen circumstances. Customers acknowledge that we cannot be held liable for such technical glitches that may impact their transactions when purchasing NFTs. In the event of a transaction failure due to technical reasons, customers may be eligible for a refund. For further details, please refer to the "Refunds" section below.

3. Limitations of use.

Customers are able to purchase NFTs within specified maximum limits, provided they adhere to the following conditions.

A single purchase of up to \$5000 (USD) daily limit

No single purchase can be made in excess of 5000 USD

4. Refunds.

As previously discussed in the "Availability of Third-Party Services" section, the successful purchase of NFTs using the nonstopay Credit Card solution is contingent upon the proper functioning of third-party systems.

Consequently, occasional failures within these systems may result in the following scenarios:

1. The Customer does not receive the purchased NFT sent to their cryptocurrency wallet address.
2. The purchased NFT is paid for but cannot be uploaded or minted onto the customer's account.
3. The purchased NFT cannot be minted due to its invalidity.

If a Customer does not receive the purchased NFT despite completing the payment and after our diligent efforts to facilitate delivery or investigate the delay, the Customer may request a refund.

If the Customer receives the NFT but encounters redemption difficulties, they are required to inform us. Subsequently, we will initiate appropriate actions with the relevant third-party providers to resolve the issue. If the third-party provider fails to rectify the issue and agrees to refund us, we will proceed to refund the Customer accordingly.

It's important to note that once a Customer acquires an NFT, there is no cooling-off period or provision for refunds or reimbursements. However, if a technical error prevents the delivery of the NFT to the Customer, we will provide a full refund through a return transaction in the same cryptocurrency used for the original purchase. Requests for refunds must be made within 30 days from the date of the transaction. For refund requests or any additional information, Customers should contact support@nonstopay.net or utilize the available chat feature on the nonstopay platform.

5. Disclaimers

As a reseller of NFTs, we want to clarify that we are not the creators, designers, issuers, organizers, beneficiaries, or managers of the NFTs ("Issuer"). We have not been involved in determining the terms and conditions applicable to each NFT. Consequently, we cannot be held liable for any issues, damages, or losses arising from the terms and conditions of individual NFTs.

We are not sponsored by any Issuer, nor are we affiliated with them or acting on their behalf with express authorization. When Customers acquire an NFT, they enter into a contractual relationship directly with the Issuer. As a third party, we are not subject to the contractual defenses and rights arising from this relationship between the Customer and the Issuer.

Customers are responsible for conducting adequate due diligence regarding the terms and conditions of the NFT being acquired, including its usability and enforceability against the

Issuer. We do not accept or bear liability for any claims related to these terms and conditions, as they govern the acquired NFT.

Customers acknowledge and agree that we are not responsible for any decisions or policies of the Issuer to reject acceptance of the NFT based on their applied terms and conditions. We do not make any representations regarding the suitability of the NFT for its intended use and do not provide any guarantees, warranties, or representations concerning the NFT.

6. Responsibility.

The Customer bears full responsibility for any errors, losses, or damages incurred as a result of (i) providing incorrect, inaccurate, or false information, and (ii) engaging in the acquisition, resale, use, or any other associated activities involving the NFT that violate applicable laws, regulations, contractual terms, or agreements, whether to themselves, us, or any third party.

The Customer is solely accountable for the accuracy and completeness of the information provided on the platform, including, but not limited to, the wallet address for NFT delivery and the purchased amount.

Maintaining the confidentiality of their password and account is the Customer's responsibility, and they are liable for any activities or transactions conducted under their account. We disclaim liability to any individual for any loss or damage resulting from the Customer's failure to safeguard their password or account.

7. Chargeback Protection Clause

A. Transaction Authorization

By completing a purchase transaction with the Seller, the Buyer acknowledges and accepts the terms outlined in this Anti Chargeback Clause. The Buyer confirms that they authorized the purchase and are the rightful account holder associated with the payment method used.

B. Dispute Resolution

Should the Buyer encounter any concerns or issues regarding the purchased product or service, they agree to first reach out to the Seller's customer support to address the matter before considering any chargeback actions.

C. Good Faith Effort

Both parties commit to making a sincere effort to resolve any disputes or discrepancies that may arise. The Buyer will provide all necessary information and evidence to support their claim, while the Seller will promptly investigate and respond to the raised concerns.

D. Documentation

The Buyer understands that they may need to provide documentation or evidence, such as emails, receipts, or delivery confirmations, to support their claim in the event of a chargeback.

E. Refund Policy

The Seller agrees to clearly communicate their refund policy to the Buyer prior to the purchase. If the product or service is eligible for a refund according to the Seller's policy, the refund will be processed promptly and in line with the policy.

F. Prohibited Chargebacks

The Buyer acknowledges that chargebacks should only be initiated in cases of fraud, unauthorized use of their payment method, or failure by the Seller to deliver the purchased product or service as described. Chargebacks for reasons not mentioned in this clause, such as buyer's remorse or dissatisfaction, are strictly prohibited.

G. Consequences of Unauthorized Chargebacks

If the Buyer initiates a chargeback without proper justification, the Seller reserves the right to take necessary actions to safeguard their rights and interests. This may include disputing the chargeback, recovering disputed funds, pursuing legal remedies, and reporting fraudulent chargebacks to relevant authorities.

H. Severability

If any provision of this Anti Chargeback Clause is deemed invalid or unenforceable, the remaining provisions shall continue to be in effect.

Need help? Talk to us!

email: support@nonstopay.net