



TERMS AND CONDITIONS

1. PRELIMINARY

- 1.1. Welcome to our Website. By accessing or using our services, you and the party you might represent hereby consent and agree to our terms, conditions and policies contained within this document. This policy outlines the obligations and practices of Spirit of Zeal in relation to terms and conditions, brand products, personal data, and the General Data Protection Regulation (GDPR).
- 1.2. If you do not agree to these Terms, you are not authorized to access and use the Website, and you must immediately stop doing so.
- 1.3. You may use our Website for lawful purposes only. You may not use our Website for any illegal or unauthorized purposes, including but not limited to the transmission of viruses, spam, or any other malicious software.
- 1.4. Any material downloaded or otherwise obtained through the use of the services is accessed at your own discretion and risk, and you will be solely responsible for any damage to your device or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from Spirit of Zeal or through or from the service will create any warranty not expressly stated in these Terms.
- 1.5. We may change these Terms at any time by updating them on the Website. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.
- 1.6. We may change, suspend, discontinue, or restrict access to the Website without notice or liability.

2. DEFINITIONS

- 2.1. In these Terms:
 - a. "Including" and similar words do not imply any limit.
 - b. "Loss" includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability, and cost, including legal costs on a solicitor and own client basis.
 - c. "Personal information" means information about an identifiable, living person.
 - d. "Terms" means these terms and conditions titled Website Terms of Use.
 - e. "Underlying System" means any network, system, software, data, or material that underlies or is connected to the Website.
 - f. "We," "us," or "our" means Spirit of Zeal.



- h. "Website" means all our official brand sites and social's accounts.
- i. "You" means you or both you and the other person on whose behalf you may be acting.

3. USE OF OUR WEBSITE

- 3.1. You may use our Website for lawful purposes only. You may not use our Website for any illegal or unauthorized purposes, including but not limited to, the transmission of viruses, spam, or any other malicious software.
- 3.2. You must provide true, current, and complete information in your dealings with us wherever applicable and must promptly update that information as required so that the information remains true, current, and complete.
- 3.3. You must obtain our written permission to establish a link to our Website. If you wish to do so, please contact us through any of our official sites.
- 3.4. You indemnify us against all Loss we suffer or incur as a direct or indirect result of your failure to comply with these Terms.

4. DIGITAL GOODS

- 4.1. Spirit of Zeal is an anime brand inclusive of digital goods such as NFTs and \$ZEAL and \$GOLDZEAL (\$GZL) tokens.
- 4.2. \$ZEAL and \$GZL tokens are utility tokens that operate within the brand ecosystem. These tokens do not represent any third-party ownership or any real-world medium of exchange. The tokens are not intended to be used for speculative purposes, nor is there any guarantee of return on investment.
- 4.3. \$ZEAL and \$GZL tokens are designed to have specific use cases within the brand ecosystem's smart contract protocol. As the brand continues to develop, more utility and use cases may be added to the tokens. The primary uses of \$ZEAL and \$GZL tokens are to facilitate in-built purchases, rewards mechanisms, and exchange perks within the brand ecosystem.
- 4.4. Spirit of Zeal is not responsible for any direct, indirect, or consequential loss or damage arising from your purchase, speculation, holding or use of our digital goods. Spirit of Zeal is not responsible for any failure of its digital goods to function as intended, nor is it responsible for any loss of digital goods resulting from your failure to comply with applicable laws and regulations.
- 4.5. By purchasing, holding, or using Spirit of Zeal digital goods, you acknowledge and accept these terms and conditions.



5. GENERAL DATA PROTECTION REGULATIONS (GDPR).

- 5.1. We take the protection of your personal data very seriously and comply with the General Data Protection Regulation (GDPR) of the European Union. By using our services, you consent to the collection, storage, and processing of your personal data.

6. TRANSPARENCY

- 6.1. We may collect data at a checkout after the user has selected what they want to claim in the form of real-life merchandise. They must input their full name, full delivery address and email address. We also collect users' wallet addresses and transactions associated with the main claiming wallet in order to identify and update orders. We ask the user to agree to this sharing of essential information every time a claim is requested. For storing the data, we enlist the use of a MySQL database hosted on Digital Ocean. The user has all their rights under the GDPR.

7. STORING AND SHARING OF PERSONAL DATA

- 7.1. We store users' personal data in a format that is easy to understand and share as the user directs. We will not share your personal data without your informed consent and for a specific purpose or unless one of the following circumstances applies:
- a. It is necessary to comply with legal obligations, such as a court order or subpoena,
 - b. It is necessary for the performance of a contract between the individual and the business,
 - c. It is necessary to protect the vital interests of the individual or another person,
 - d. It is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Spirit of Zeal,
 - e. It is necessary for the legitimate interests of Spirit of Zeal, provided that these are not overridden by the interests or rights and freedoms of the individual.

8. DATA SECURITY

- 8.1. We take the security of your personal data very seriously and implement appropriate technical and organizational measures to protect your data from unauthorized access, alteration, disclosure, or destruction.

9. DATA RETENTION



9.1. We will retain your personal data for as long as necessary to fulfil the purposes outlined in this Privacy Policy. When your personal data is no longer necessary, we will delete it in a secure manner.

10. YOUR RIGHTS UNDER THE GDPR

10.1. Right to transparency and communication

- a. Users have the right to understand how their data is processed in a concise, transparent, intelligible and easily accessible form, using clear and plain language, as is laid out in these terms.

10.2. When collecting personal data

- a. Users have the right to be communicated about the collection of their data at the moment it is to occur.

10.3. Right of access

- a. Data subjects have the right to know certain information about the processing activities of the data controller. Including the source of their personal data, the purpose of processing, and the length of time the data will be held, among other items. Most importantly, the right to be provided with their personal data that is being processed.

10.4. Right of data accuracy

- a. Users have the right to correct inaccurate or incomplete personal data that is being processed.

10.5. Right to erasure

- a. Users have the right to erase their data upon request and without undue delay.

10.6. Right to restrict processing

- a. Users have a right to restrict the processing of their data by a data controller upon request.

10.7. Right to object

- a. Data subjects have the right to object to the processing of their data unless a legitimate basis for using such data is demonstrated.



11. INTELLECTUAL PROPERTY

- a. We own all proprietary and intellectual property rights on the Website (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, videos, and look and feel), and the Underlying Systems. This property is further protected by copyright laws, and you may not use or reproduce our content without our express written consent.

12. LIMITATION OF LIABILITY

- 12.1. We are not responsible for any damages arising from your use of our Website or services. This includes, but is not limited to, indirect, incidental, or consequential damages.
- 12.2. You expressly understand and agree that your use of the service is at your sole risk.
- 12.3. To the maximum extent permitted by law:
 - a. we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Website, or your access and use of (or inability to access or use) the Website. This exclusion applies regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 12.4. To the maximum extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
 - a. the Website being unavailable (in whole or in part) or performing slowly
 - b. any error in or omission from any information made available through the Website;
 - c. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Website. To avoid doubt, you are responsible for ensuring the process by which you access and use the Website protects you from this; and
 - d. any site linked from the Website. Any link on the Website to other sites does not imply any endorsement, approval, or recommendation of or responsibility for those sites or their contents, operations, products, or operators.
- 12.5. We make no representation or warranty that the Website is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Website is not illegal or prohibited and for your own compliance with applicable local laws.

13. CHANGES TO OUR TERMS AND POLICIES:



13.1. We may update this policy from time to time, in accordance with the law, to reflect changes in our practices or regulations. We reserve the right to make changes to these terms and conditions at any time. Your continued use of our Website constitutes your agreement to the revised terms and conditions.

14. MISCELLANEOUS

14.1. These terms and conditions and your use of our Website are governed by the laws of New Zealand.

14.2. If any provision of this Privacy Policy is held to be invalid, void, unenforceable, or illegal for any reason, such provision shall be deemed to be severed from this Privacy Policy, and the remaining provisions shall continue in full force and effect.

15. CONTACT US

15.1. If you have any questions or concerns, please contact us through our official social's accounts.