

LUMINE STUDIOS “MYTHIC” TERMS OF USE & PURCHASE AGREEMENT (“Agreement”)

Acceptance of Terms

The software that Lumine provides is subject to the following Terms of Use ("TOU"). Lumine reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located on our website or by going to <https://www.mythiccraft.io/tos>

By using our software you agree that you and/or your legal guardian have read and agreed to the Following:

1. You may not modify, copy, distribute, reproduce, publish, license, transfer, or sell/resell any of our software.
2. You may not distribute, publish, license, transfer or sell any assets created using our software that you do not hold the copyright/license to without the explicit permission or intent of the author of those assets.
3. You may not use our software for or in connection with any act that is unlawful, or any act or person that is associated with theft, harassment, discrimination, fraud, terrorism, or crimes of any kind.
4. You acknowledge that we are not responsible for any damages or liabilities incurred in association with the use or misuse of our software, and that all of our software is provided “as is” with no warranties or guarantees.
5. If using our software in the production of media content (e.g. for YouTube, Twitch, or any other similar platforms), you agree to display reasonable credit to MythicCraft in written form (such as putting “powered by MythicCraft” in the video description) and to provide a link to our website, unless you obtain a Content Creator License or written waiver. You may contact Lumine Studios to obtain such a license or waiver.
6. If using our software in the production of NFTs, or in association with a service that utilizes NFTs which profits off of the use of our software, you must publicly disclose the use of our plugins and display reasonable credit to MythicCraft in written form with a link to our website, unless you obtain an NFT License or written waiver. You may contact Lumine Studios to obtain such a license or waiver.
7. You acknowledge we reserve the right to blacklist any account without notice from using our software and/or accessing our servers for violating this TOU, and that such a ban may prohibit you from utilizing our software or receiving any related support, and that such a ban does not constitute grounds for a refund of any money spent or a breach of this Agreement in any way for any MythicCraft software you purchased.

By purchasing any of our software you (the “user”) also agree to the Following:

1. You acknowledge you are over the age of 18 OR have a parent or legal guardian in party with the purchase who has legal authority to enter into this Purchase Agreement.

2. You acknowledge that you have or have obtained authorization to use the debit/credit card and/or PayPal account to enter into this Purchase Agreement
3. You acknowledge that we have a no-refund policy, and you agree to not charge back, dispute, reverse any payments, or engage in chargeback fraud against Lumine Studios under this Purchase Agreement. **You also agree to pay Lumine Studios damages equal to 5x the purchase price of any items purchased under this agreement if you are found to have engaged in chargeback fraud**, in addition to any damages and legal fees.
4. You agree to only use Items that you have purchased on your own servers per your license and to not distribute any Items to any parties who have not been licensed to use said Items. You also agree that if you are found to have distributed Items, **you will be subject to damages equal to 500x the purchase price of any items purchased**.
5. You understand that the protection of your forum account log-in information is the sole responsibility of you, the user, and that in the event of a compromised account, no purchases will be transferred or refunded under this Purchase Agreement.
6. You agree that any dispute involving this Purchase Agreement shall be resolved in accordance with the laws of the State of Delaware without regard to the conflicts of law provisions therein, and that any piece of this agreement found to be invalid by a court does not cause any other piece to be invalid.
7. You agree that the sole jurisdiction and venue for actions related to the subject matter of this Agreement shall be the state and federal courts having within their jurisdiction the location of Lumine Studio's principal place of business. You hereby consent to such jurisdiction and venue including in cases where Small Claims Court is used to recover damages from this Agreement, and you agree to that you will take all necessary steps to travel to the venue for any proceedings at your own cost.
8. You agree that if any action at law or in equity is necessary to enforce or interpret the terms of this Purchase Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, any other applicable legal fees and necessary disbursements, in addition to any other relief to which the party may be entitled.
9. You acknowledge you and, if you are under the age of 18, your parent or legal guardian, have fully read and agree to the terms of this Agreement in its entirety. You also acknowledge that legal action may be taken against you by Lumine Studios and/or any applicable Governing Bodies in the event that you breach this Agreement, under all applicable laws concerning fraud and theft.

The user acknowledges that he/she has read and is familiar with each and every provision of the foregoing Agreement. The user hereby endorses and approves this Agreement and agrees to be bound thereby and to perform all the terms and conditions thereof relating to user.

The purchaser acknowledges that using our software, or any payment, receipt of items, and finalization of any Purchase associated with our software, constitutes a binding contract for this Agreement.