

# NFT MARKETPLACE TERMS AND CONDITIONS

## 1. Basic provisions

- 1.1. Scope. These terms and conditions govern the relationship between you, as a user, and the Company, as the operator of the Website, in cases where you use the NFT Marketplace platform available on the Website under the subdomain <https://nft.wexopay.com> (hereinafter referred to as the "**Platform**"). The Platform is primarily used for the sale of NFT (offer-limited digital content represented as a token, so-called *non-fungible token*) issued (minted) on the Cardano network or other network of a similar type (hereinafter referred to as "**NFT**").
- 1.2. Definition. Words not defined directly in these Terms and Conditions that begin with a capital letter shall have the meaning defined in the "General Terms and Conditions of wexo".
- 1.3. Priority of conditions. In the event of any conflict between these Terms and Conditions and the General Terms and Conditions, these Terms and Conditions shall prevail.
- 1.4. Agree to the terms. Before using the Platform, the User is obliged to read these Terms and Conditions and the General Terms and Conditions wexo available on the Company's Website. By using the Platform, the User agrees to these Terms and Conditions and the General Terms and Conditions wexo. The provisions of these Terms and Conditions and the General Terms and Conditions wexo form an integral part of the contract between the Company and the User.

## 2. Nature of NFTs and associated risks

- 2.1. Nature of NFT. The User understands that any conduct in connection with NFTs or Cryptocurrencies is highly risky, that neither NFTs nor Cryptocurrencies are regulated and centralized instruments whose value is insured, and that changes in their value depend entirely on the actions of other private parties. The User understands that the usability and transferability of NFTs are subject to market developments and there is no assurance that NFTs will retain these characteristics in the future.
- 2.2. Implications of the use of NFT technology. The User acknowledges that, depending on the development of the technologies on which the NFT is based, the NFT may be unavailable, the connection between the NFT and the Digital Content may be interrupted, NFT transfers may be limited or prevented, or other limitations on the use of the NFT may occur, including complete non-functionality of the NFT. The Company has no control over the technologies on which NFT is based and assumes no responsibility for their development or modification. The Company does not warrant or make any other representation that the digital content linked to the NFT will be available for the lifetime of the NFT.
- 2.3. Network partitioning. By the nature of the distributed ledger technology used, the Company does not control the network or infrastructure of the Cryptocurrency used by the NFTs offered on the

Platform for their operation, which may be split (hardfork, softfork) as a result of a change in the software of such network, whereby two or more parallel networks may be created, resulting in tokens derived from the NFTs that may exist in parallel on all or some of the networks so created. In no event shall the Company be liable for any effects of network partitioning. The Company will respond to any network partitioning as it deems appropriate in its sole discretion. The Company reserves the right, in its sole discretion, to operate the Platform and recognize NFTs on all or some of the networks created by the split or to treat each network differently. The Company is not obligated to provide all NFT-related benefits to all NFT owners on all created networks.

- 2.4. NFT value. The User is aware of the fact that the value of the NFTs may fall (even to zero) or rise without the Company being able to influence their value in any way. The Company is not responsible for the development of the NFT value. The Company in no way guarantees the transferability and marketability of NFTs.
- 2.5. Legislation. The User acknowledges that business activities related to NFTs, Cryptocurrencies and blockchain technology are subject to detailed analysis by public authorities and that the legislation in relation to these activities may change significantly. Such changes may affect the Company's activities in the future. In such a case, it may be necessary for the Company to make the necessary changes to its business and therefore to these Terms and Conditions. The Company shall not be liable for any damages that the User may incur as a result of such changes.
- 2.6. User awareness. Before purchasing an NFT or before participating in an auction, the user is obliged to obtain sufficient information about the NFT, Cryptocurrencies, blockchain technology and the NFT offered to make sure that the selected NFT is suitable for him and corresponds to his financial situation. The User is aware that NFTs are minted (issued) on the Cardano network, unless otherwise stated on the NFT.
- 2.7. Assumption of risks. By using the Platform, the User accepts all risks associated with NFTs, Cryptocurrencies and blockchain technology. The Company is not responsible for the inappropriate choice of NFT and is not responsible for the fact that it will serve the intended purpose, meet the User's requirements and ideas, be further usable and transferable and, in particular, that it will retain its value.
- 2.8. Rights against third parties associated with NFTs. NFTs may be associated with intellectual property rights, other claims or rights against third parties, usually their publishers, as set out in the terms of the particular NFT. The User acknowledges that the Company does not guarantee the User any rights associated with NFTs purchased on the Platform. The Company does not warrant or otherwise guarantee the enforceability of such rights.
- 2.9. User Statement. User represents that:
  - a) the use of the Platform, the use of NFTs, their holding, purchase and sale is not prohibited or restricted in the state of which the User is a citizen, resident, domiciled

- or otherwise similarly connected to, to the extent that the performance of the Agreement concluded under these Terms would violate the law of that state;
- b) has read these Terms and Conditions, agrees to them and has determined that they are suitable for him or her;
  - c) is familiar with the nature of the NFTs and the risks involved, whether legal or technical;
  - d) is aware that transactions on the Cardano network or any other network of a similar type chosen by the Company are non-reversible;
  - e) is aware that if it loses access to its cryptocurrency wallet on which the NFTs are stored, these assets may become permanently unavailable;
  - f) in entering into the Agreement under these Terms and Conditions and the General Terms and Conditions wexo, it is acting in its own name and on its own account and is not representing, directly or indirectly, a third party; and
  - g) is over 18 years of age and of full legal competence.

### **3. Purchase of NFT**

- 3.1. Purchase options. NFTs can be purchased either at a fixed price listed on the Platform or through an auction. The purchase option is specified for each NFT.
- 3.2. Purchase at a fixed price. The User may purchase the selected NFTs by submitting a binding NFT order via the order form available on the Platform. In the order, the User specifies the NFTs he/she wishes to purchase and provides his/her personal data necessary for the performance of the Agreement. The submission of the order form shall be considered an offer to conclude the Contract. The Company shall confirm receipt of the order to the User immediately upon receipt. The conclusion of the Contract shall take place at the moment of payment of the price of the ordered NFT. The User acknowledges that the selected NFT is not an offer subject to stock depletion or loss of the Company's ability to deliver.
- 3.3. Purchase by auction. The aim of the auction is to sell the selected NFT to the user who offers the best price during the auction period. The duration of the auction is specified for each NFT. The price of the selected NFT is set as the highest price offered in the auction. The user may bid the price via the Platform. By placing a bid, the user agrees that if his bid is the highest at the end of the auction, a contract for the purchase of the NFT at that price will be concluded without further delay. The Company will inform the user who placed the highest bid of the winning bid after the auction has ended and will send him/her instructions by e-mail to pay the price of the NFT in question.
- 3.4. Exemption from registration. A User interested in a one-time purchase of an NFT is not obliged to register on the Website within the meaning of the General Terms and Conditions wexo, but may take advantage of the possibility of placing an order on the basis of a one-time login, if the Platform allows it for the NFT in question. The exception does not apply in the case of purchase by auction.

- 3.5. Cost of remote means of communication. The user agrees to the use of remote means of communication when concluding the contract. The cost of the use of remote means of communication shall be borne by the user. These costs do not differ from the basic rates.

## 4. Payment terms

- 4.1. Price. The price of each NFT that the User is obliged to pay on the basis of the concluded contract is specified on the Platform in euro (EUR). The price is final and includes all fees and taxes, except for any fees that may be associated with certain price payment options. The Website may allow you to view the price in other fiat currencies or Cryptocurrencies. In such case, the price quoted in other fiat currencies or Cryptocurrencies is indicative only and is always based on the conversion rate to the price in Euros (EUR).
- 4.2. Currency. The User shall pay the price in Euros (EUR). The Company may also allow payment of the price in other fiat currency or Cryptocurrency on the Website, in which case the User will be able to familiarize himself with the payment options and any fees before submitting the order form.
- 4.3. Payment of the price. Payment of the price in euros (EUR) is made in a cashless manner. In the case of a fixed-price purchase, the user pays the price online through a payment gateway to which he is automatically redirected. In the case of an auction purchase, the user pays the price by bank transfer in accordance with the payment instructions that will be sent to his e-mail address after the auction has ended. Payment is deemed to be made when the price is credited to the Company's bank account or to the Company's account with the payment gateway operator. If the user fails to make payment within the time limit and the payment is not made, the Company is entitled to reject the order. In this case, the order shall be cancelled and the Contract shall not be concluded.
- 4.4. Invoice. Upon proper payment of the price, the Company will send a confirmation of payment and an invoice to the User's email address. Any invoice claim must be made electronically to the Company's email address with a reviewable justification. If the claim is not made in a timely or proper manner, the User shall be deemed to have approved the invoice.
- 4.5. VAT (value added tax). The company is not a VAT payer within the meaning of Act on value added tax. If the Company becomes a VAT payer, it is entitled to add VAT at the statutory rate to the price of individual NFTs.

## 5. NFT delivery

- 5.1. Method of delivery. The purchased NFT will be delivered to the user without undue delay after payment of the price, to the user's wexo account. If the User purchases NFT on the basis of a one-time login without having set up a wexo account, the Company undertakes to ensure delivery

of the purchased NFT to the User's account without undue delay after the User has set up the account and the Company has informed the User thereof.

- 5.2. Sending NFT. The purchased NFT may be sent to the User from the Company's cryptocurrency wallet or from the cryptocurrency wallet of other third parties cooperating with the Company.
- 5.3. Consent to the delivery of digital content. The User, who is a consumer, is aware that the delivery of the NFT constitutes the delivery of digital content and that, therefore, once the NFT has been delivered, the User is not entitled to withdraw from the contract without giving any reason within a general period of fourteen (14) days from the date of conclusion of the contract. By entering into the contract, the User expressly agrees that the NFT may be delivered to him before the expiry of the period of fourteen (14) days from the date of conclusion of the contract.
- 5.4. Ownership. The ownership right and the risk of damage to the NFT passes to the User at the moment of sending the NFT to the User.

## **6. Withdrawal from the Contract**

Inability to withdraw without cause. The User, who is a consumer within the meaning of the Civil Code, acknowledges that it is not possible to withdraw from the contract without giving lawful reasons, even within the general fourteen (14) day period, since NFT is a good within the meaning of the provisions of the Civil Code, the price of which depends on the fluctuations of the financial market independently of the will of the entrepreneur and which may occur during the withdrawal period. At the same time, the user is not entitled to withdraw from the contract within the general fourteen (14) day period on the grounds that the delivery of the NFT constitutes the delivery of digital content and the consumer is not entitled to withdraw from the contract in Art. 5.3 of these terms and conditions has expressly agreed to the delivery of the NFT before the expiry of the general withdrawal period.

## **7. Final provisions**

- 7.1. Restricted areas. A User is not entitled to use the Platform or purchase NFTs if he/she is a citizen or resident of, resides in, or has any other similar connection to any of the Prohibited Territories. Prohibited Territories are countries, territories or jurisdictions where the possession or use of NFTs, virtual currencies or tokens is prohibited by law or other rules, as well as countries or regimes subject to international sanctions (in particular the EU sanctions list). The United States of America, the People's Republic of China, Republic of Singapore and the Russian federation are also specifically included among the prohibited territories.
- 7.2. Change of conditions. The wording of these Terms may be unilaterally changed by the Company. The User will be informed of changes to these Terms and their new wording on the Website. The new wording will be effective from the moment of their publication on the Website and will be

binding for the User for any further order or participation in an auction made after their publication. The rights and obligations arising during the period of validity of the previous version of these conditions are not affected.

- 7.3. Language versions. These Terms and Conditions are written in Czech, Slovak and English versions, and in the event of any conflict between these versions, the Czech version shall prevail. Any translations into other languages are for informational and non-binding purposes only.

**These GTC are effective from 02.02.2023.**