

NFT MARKETPLACE TERMS OF SERVICE

1. Basic provisions

- 1.1. Scope. These Terms of Service govern the relationship between you, as the User, and the Company, as the operator of the Websites, when using the NFT Marketplace platform available on the Websites under the subdomain <https://nft.wexopay.com> (hereinafter the "**Platform**"). The Platform is primarily used for the sale of NFTs (offer-limited digital content represented as a *non-fungible token*) (hereinafter the "**NFT**").
- 1.2. Definitions. Words not directly defined in these Terms of Service that begin with a capital letter shall have the meaning defined in the [General Business Terms and Conditions](#).
- 1.3. Primacy of terms. In the event of any conflict between these Terms of Service and the General Business Terms and Conditions, the text of these Terms of Service shall prevail.
- 1.4. Acceptance of the terms. Before using the Platform, the User is obliged to read these Terms of Service and the General Business Terms and Conditions, which are available on the Company's Websites. By using the Platform, the User agrees to these Terms of Service and the General Business Terms and Conditions. The provisions of these Terms of Service and the General Business Terms and Conditions form an integral part of the contract between the Company and the User.

2. Nature of NFTs and associated risks

- 2.1. Nature of NFTs. The User is aware that any actions relating to NFTs or Cryptocurrencies, as the case may be, present a high risk, that neither NFTs nor Cryptocurrencies are a regulated and centralised instrument whose value is insured, and that a change in their value depends to the maximum extent possible on the actions of other private parties. The User is aware that the usability and transferability of NFTs depends on market developments, and there is no certainty that NFTs will retain these characteristics in the future.
- 2.2. Limitations of using 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 there may be other limitations on the use of the NFT, including the 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 change. The Company does not guarantee or make any other warranty that the digital content linked to the NFT will be available for the lifetime of the NFT.

- 2.3. Network forking. Due to 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, and as a result of a change in the software of this network, it may fork (hardfork, softfork), creating two or even more parallel networks, thus potentially creating tokens derived from the NFTs that will exist in parallel on all, some, or one network so created. In no event shall the Company be liable for any effects of network forking. The Company shall respond to any network forking as it deems appropriate. The Company reserves the right, at its sole discretion, to operate the Platform and recognise NFTs on all networks created by forking, or only on certain selected networks, or to treat each network differently. The Company is not obligated to provide any NFT-related benefits to all NFT owners on all networks created.
- 2.4. Value of NFTs. The User is familiar with the fact that the value of NFTs can fall (even to zero) or rise without the Company being able to affect their value in any way. The Company is not responsible for the development of the value of NFTs. The Company is not responsible for the development of the value of NFTs.
- 2.5. Legislation. The User acknowledges that business activities related to NFTs, Cryptocurrencies and blockchain technology are subject to scrutiny by public authorities and that the legislation in relation to these activities may change significantly. Such a change may also affect the Company's operations in the future. In such a case, it may be necessary for the Company to make the necessary changes to its operations and, therefore, to these Terms of Service. The Company shall not be liable for any damage that the User may incur as a result of such changes.
- 2.6. User awareness. Before purchasing NFTs or participating in an auction, the User is obliged to obtain sufficient information about NFTs, Cryptocurrencies, blockchain technology and the offered NFT in order to make sure that the selected NFT is suitable for him/her and corresponds to his/her financial situation. The User is aware that NFTs are minted (issued) on the Cardano network, unless otherwise specified for a particular NFT.
- 2.7. Assumption of risks. By using the Platform, the User accepts all risks associated with NFTs, Cryptocurrencies and blockchain technology. The Company shall not be liable for inappropriate selection of an NFT and shall not be responsible for ensuring that it will serve its intended purpose, meet the User's requirements and expectations, be reusable and transferable and, above all, retain its value.
- 2.8. Rights against third parties related to NFTs. NFTs may be associated with intellectual property rights, other claims or rights against third parties, generally their publishers, as shall be set forth in the terms and conditions of the particular NFT. The User acknowledges that the Company does not guarantee any rights associated with the NFT purchased on the Platform. The Company does not guarantee or otherwise warrant the enforceability of such rights.

2.9. User's representations. The User represents that:

- a) the use of the Platform, the use of NFTs, their possession, 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 Contract hereunder would violate the law of such state;
- b) he/she has read these Terms of Service, agrees to them and has decided that these Terms of Service are suitable for him/her;
- c) he/she is aware of the nature of NFTs and the risks associated with them, both legal and technical;
- d) he/she is aware that transactions with NFTs in a given cryptocurrency network are irreversible;
- e) he/she is aware that if he/she loses access to his/her cryptocurrency wallet on which the NFTs are stored, these assets may become permanently unavailable;
- f) in concluding the Contract under these Terms of Service and the General Business Terms and Conditions, the User is acting in his/her own name and on his/her own account and does not represent, directly or indirectly, a third party and
- g) is over 18 years of age and of full legal capacity.

3. Purchase of NFTs

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 particular NFTs.

3.2. Fixed price purchase. The selected NFT can be purchased by the User by submitting a binding NFT order via the order form available on the Platform. In the order, the User specifies the NFT he/she wishes to purchase and provides his/her personal data necessary for the performance of the Contract. The submission of the order form shall be deemed an offer to conclude the Contract. Upon receipt of the order, the Company shall acknowledge receipt of the order to the User without undue delay. The Contract is concluded at the moment of payment of the price of the ordered NFT. Section 1732(2) of the Civil Code shall not apply.

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. The duration of the auction is indicated for each NFT. The price of the selected NFT is set as the highest price offered in the auction. The User can place a bid via the Platform. By placing a bid, the User agrees that if his/her bid is the highest at the time the auction closes, an NFT Purchase Contract shall be concluded immediately at that price. Upon completion of the auction, the Company shall notify the highest bidder of the winning bid and shall send him/her email instructions regarding the payment of the price of the NFT in question.

3.4. Exemption from registration. A User who is interested in a one-time purchase of NFTs is not obliged to register on the Websites pursuant to the General Business Terms and Conditions, but

may use the option of placing an order on the basis of a one-time login, if the Platform allows it for the NFT in question. The exemption does not apply in the case of purchases by auction.

- 3.5. Cost of remote means of communication. The User agrees to the use of remote means of communication for the conclusion of the Contract. The cost of using 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 individual NFTs, which the User is obliged to pay on the basis of the concluded Contract, is specified on the Platform in euros (EUR). The price is final and includes all fees and taxes, except for any fees that may be associated with certain payment options. The Websites may allow you to view prices in other fiat currencies or Cryptocurrencies. In this case, the price in other fiat currencies or Cryptocurrencies is for information purposes only and is always based on the exchange rate against the price in euros (EUR).
- 4.2. Currency. The User shall pay the price in euros (EUR). The Company may also allow payment in other fiat currencies or Cryptocurrencies on the Websites, on which case the User will be able to familiarise himself/herself with the payment options and possible fees before submitting the order form. The User acknowledges that he/she bears all transaction fees for the use of the network of the selected Cryptocurrency and also that he/she bears all responsibility for the appropriate setting of the amount of the transaction fee.
- 4.3. Payment. Payment in euros (EUR) shall be made in a cashless manner. In the case of a fixed-price purchase, the User pays the price via an online payment gateway to which he/she is automatically redirected. In the case of a purchase by auction, the User pays the price by bank transfer in accordance with the payment instructions that shall be sent to the User's email address after the auction has ended. Payment shall be deemed made when the amount is credited to the Company's bank account or, as the case may be, to the Company's account held with the payment gateway operator. If the User fails to make the payment within the specified time limit and thus no payment is made, the Company shall be entitled to reject the order. In such a case, the order shall be cancelled and the Contract shall not be concluded.
- 4.4. Invoice. Once the price has been duly paid, the Company shall 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 verifiable justification. Failure to file a claim in a timely or proper manner shall be deemed approval of the invoice by the User.
- 4.5. VAT. The Company is not a VAT payer pursuant to Act No. 235/2004 Coll. 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. Delivery of NFTs

- 5.1. Delivery method. The purchased NFT shall be delivered to the User after payment without undue delay, to the User's wexopay account. If the User purchases an NFT through a one-time login without creating a wexopay account, the Company undertakes to ensure delivery of the purchased NFT to the User's account without undue delay, as soon as the User creates such an account and informs the Company thereof.
- 5.2. Sending NFTs. 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, therefore, after the delivery of the NFT, he/she is not entitled to withdraw from the Contract without cause within the general period of fourteen (14) days from the date of conclusion of the Contract. By concluding the Contract, the User expressly agrees that the NFT may be delivered to the User before the expiry of a period of fourteen (14) days from the date of conclusion of the Contract.
- 5.4. Ownership right. The ownership right and the risk of damage in connection with the NFT shall pass to the User at the moment of sending the NFT to the User.

6. Withdrawal from the Contract

Impossibility to withdraw without cause. The User, who is a Consumer pursuant to the Civil Code, acknowledges that it is not possible to withdraw from the Contract without stating legal reasons, even within the general period of fourteen (14) days, since the NFT is a good pursuant to Section 1837(b) of the Civil Code, the price of which depends on fluctuations in the financial market independent of the will of the entrepreneur, which may occur during the withdrawal period. At the same time, the User shall not be entitled to withdraw from the Contract within the general withdrawal period of fourteen (14) days on the grounds that the delivery of the NFT constitutes the delivery of digital content and the Consumer has expressly agreed in Article 5.3 of these Terms of Service to the delivery of the NFT prior to the expiry of the general withdrawal period.

7. Final provisions

- 7.1. Prohibited territories. The User is not entitled to use the Platform or purchase NFTs if he/she is a citizen or resident of one of the prohibited territories, if he/she is based in one of the prohibited territories, or if he/she has any other similar connection to one 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 legal regulations 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 and the Republic of Singapore are also explicitly among the prohibited territories.

- 7.2. Change of Terms of Service. The wording of these Terms of Service may be unilaterally changed by the Company. Changes to these Terms of Service and their new wording shall be notified to the User on the Websites. The new wording shall be effective from the moment of its publication on the Websites and shall be binding for the User for each further order or participation in an auction after their publication. The rights and obligations arising during the effective period of the previous version of these Terms of Service shall not be affected.
- 7.3. Language versions. These Terms of Service are drawn up in Czech, Slovak and English, and in the event of any conflict between these language versions, the Czech version shall prevail. Any translations into other languages are for informational and non-binding purposes only.

These Terms of Service are effective from 1 August 2022.