

# WEB3ECO TERMS AND CONDITIONS

Last Updated: 06.10.2023

These Web3eco Terms and Conditions (**Terms**) constitute a legally binding agreement between you (**User, You**) and Web3Eco AG incorporated under the laws of Switzerland (**Company, We, Us, Our**).

These Terms regulate:

- (a) Your use the website addressed at <https://web3eco.io> (**Site**) operated by the Company; and
- (b) Our offer and Your Acquiring of the non-fungible token issued by the Company enable Your access to the limited information about the Project provided on the Site (**NFT Token**), if applicable.

The Site may include additional functionalities related by other documents provided within the Site. You should carefully read through such documents before performing any actions using such additional functionality.

## Important Disclaimer

NFT TOKEN DOES NOT HAVE ANY INVESTMENT PURPOSE AND CAN BE USED ONLY WITHIN THE SITE. **THE COMPANY DID NOT OBTAIN AND(OR) PLAN TO OBTAIN ANY APPROVALS AND REGISTRATIONS FOR THE ISSUE AND OFFER OF THE NFT TOKEN.** PLEASE REVIEW YOUR LOCAL LAWS AND REGULATIONS ON THE LEGAL CONSEQUENCES OF YOUR ACQUISITION OF THE NFT TOKEN BEFORE ANY ACTIONS WITH EXPERIENCED LOCAL PROFESSIONALS. YOU SHOULD READ ABOUT THE RISKS OF ACQUIRING OUR NFT TOKEN AND DIGITAL ASSETS IN GENERAL BEFORE TAKING ANY ACTIONS ON THE SITE.

THE COMPANY MAY NOT BE OFFERING NFT TOKENS AS THE SECURITIES IN ANY STATE AND JURISDICTION. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION IN ANY STATE OR JURISDICTION IN WHICH IT OR THE NFT TOKENS CONSTITUTE SECURITIES.

## FORENOTE

Along with these Terms, Our relationships with You are regulated by the following documents (**Annexures**):

- Web3eco Privacy Policy (can be accessed at <https://web3eco.io/wp-content/uploads/2023/09/PrivacyPolicy.pdf>) – **Privacy Policy**;
- Other documents published and information provided within the Site.

Once You perform actions within the Site that are considered as Terms Acceptance, You will be deemed unequivocally and unconditionally agreed with all terms and conditions foreseen by these Terms and its Annexures.

Before using the Site, carefully study these Terms and their Annexures. If You do not understand any provisions of the Terms and(or) their Annexures, and(or) information provided within the Site, You should reach Us and(or) obtain advice from third-party professionals as may be necessary to understand all legal consequences of Terms acceptance.

Where You do not agree to any of the terms and conditions foreseen by the Terms and their Annexures, You should cease using the Site and acquiring the NFT Tokens.

We hereby reserve the right to amend these Terms by publishing its updated version within the Site. Each new version of the Terms will be designated by the new date of the last update at the top. You should regularly check the Terms for changes and study the document if amended. If You

do not agree to any new provisions of the amended Terms, You should immediately cease using the Site and cease acquiring (holding) the NFT Tokens (if applicable).

## Terms & Definitions

**Site** An aggregate of information, web forms, software and hardware, and intellectual property objects (including computer software, database, graphic interface design, content, etc.) that belong to the Company can be accessed from various User devices connected to the Internet through special web browsing software (browser) at “[web3eco.io](https://web3eco.io)” domain, including domains of the following levels.

**We / Us / Our / Company** Web3Eco AG, a Switzerland joint stock company, UID: CHE-364.476.358, addressed at c/o Wilhelm Gudelow, Aegeristrasse 5, 6300 Zug.

**You / User** Individuals and(or) legal entities who conform to the eligibility requirements foreseen herein and accepted these Terms.

**Digital Assets** Encrypted or digital assets based on blockchain and cryptography technologies, issued and managed in a centralized or decentralized form that, among other purposes, can be used as means of payment (cryptocurrencies). Full information on the Digital Assets accepted as consideration for the NFT Tokens is provided on the Site.

**NFT Tokens** Digital Assets of an NFT type issued by the Company within the “**GENESIS UZB-23**” collection based on the Polygon blockchain.

**NFT** An abbreviation for the full “*non-fungible tokens*”.

**Securities Act** The U.S. Securities Act of 1933, as amended.

**Project** An ecosystem restoration and greening project, in which the Company is one of the partners. The Project aims to create a private community where some of the Project Partners, who obtained relevant approvals (licenses) or following applicable exceptions to the requirements of obtaining such approvals (licenses), if applicable, among other things may offer various eco investment opportunities to the members. The Company participates in the Project by providing a digital platform for such community (Site), which provides exclusive information about the Project.

**Project Partners** Third-party legal entities and institutions involved in the Project who may hold the land plots with Paulownia trees, manage these land plots, provide information about their own Digital Assets offered on third-party platforms and other companies that participate in the Project, information about which can be found on the Site.

**Site Materials** The visual interfaces, graphics (including, without limitation, all art and drawings associated with them), design, systems, methods, information, computer code, software, services, “*look and feel*”, organization, a compilation of the content, code, data, and all other elements of the Site.

If this document uses any terms not defined above or hereunder, such terms should be interpreted according to the Annexures, applicable laws, and regulations and only as a last resort based on the standard practice.

## I. Use of Site

### 1. LICENSE

- 1.1. Provided that You constantly comply with the terms and conditions stated in these Terms, the Company grants You a revocable, limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to access and use the Site through Your computer or Internet-compatible devices for Your personal/internal purposes.
- 1.2. You are prohibited from using the Site for resale or commercial purposes, including transactions on behalf of other persons or entities, unless you receive Company's written approval. All the above actions are expressly prohibited and constitute a material violation of these Terms.
- 1.3. The content layout, format, function, and access rights regarding the Site should be stipulated at the Company's discretion. The Company reserves all rights not expressly granted in these Terms. You are hereby prohibited from using the Site in any way not expressly authorized by these Terms.
- 1.4. When You use the Site, the Company does not transfer the Site or the ownership or intellectual property rights of any Company intellectual property to You or anyone else. All the text, graphics, user interfaces, photos, sounds, visual interface, process flow diagrams, programs, computer code (including HTML code), software, products, information, and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content provided through the Site, are exclusively owned, controlled and(or) licensed by the Company or its members, licensors or affiliates.

### 2. RESTRICTIONS

- 2.1. When You use the Site, You agree and undertake to comply with the following:
  - (a) Without Company's prior written consent, You may not modify, replicate, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties.
  - (b) All activities You carry out using the Site should comply with the requirements of applicable laws and regulations, these Terms, and other Company guidelines and instructions.
  - (c) Your use of the Site should not violate public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using the Site.
  - (d) Without Company's written consent, the following commercial uses of the Site data are prohibited:
    - Data feeding or streaming services that make use of any market data of the Company; and(or)
    - Any other websites/apps/services that charge for or otherwise profit from (including through advertising or referral fees) data obtained from the Site.
  - (e) You may not use any deep linking, web crawlers, bots, spiders, or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy, or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of the Site in any way, to get or attempt to obtain any materials, documents or information in any manner not purposely provided through the Site.
  - (f) You may not attempt to access any part or function of the properties without authorization or connect to the Site or any servers or any other systems or networks belong and(or)

operated by the Company and(or) Project Partners by hacking, password mining or any other unlawful or prohibited means.

- (g) You may not probe, scan or test the Site's vulnerabilities or any network connected to the properties or violate any security or authentication measures on the Site or any network connected to the Site.
  - (h) You may not reverse look-up, track, or seek to track any information of any other Users or visitors of the Site.
  - (i) You may not take any actions that impose an unreasonable or disproportionately large load on the infrastructure of systems or networks of the Company and(or) Project Partners or the infrastructure of any systems or networks connected to the Site.
  - (j) You may not use any devices, software, or routine programs to interfere with the regular operation of the Site or any transactions happening with the Site or any other person's use of the Site.
  - (k) You may not forge headers, impersonate, or otherwise manipulate identification to disguise Your identity or the origin of any messages or transmissions You send to the Company.
  - (l) You may not use the Site in any illegal way.
- 2.2. Your non-fulfillment of any of the warranties foreseen by the previous clause should constitute a material breach of these Terms and invoke a right of the Company to block Your access to the Site.

### **3. ELIGIBILITY (TO USE THE SITE)**

- 3.1. To be eligible to use the Site, You should simultaneously correspond to all the following conditions during the whole period of use of the Site:
- (a) Reach **18 years old** or other majority age foreseen by Your citizenship state and state of Your residence;
  - (b) Have the full legal capacity to enter into legally binding agreements, including but not limited to present Terms;
  - (c) Reside in a country where the Site is accessible and not forbidden by local laws and regulations.

### **4. ACCEPTANCE (OF TERMS REGULATING THE SITE USE)**

- 4.1. You unconditionally and unequivocally accept the provisions of these Terms and its Annexures regulating Your use of the Site once You start using it.
- 4.2. At the moment of the Terms acceptance, You confirm and warrant Us the following:
- (a) You have carefully studied the entire Terms and all its Annexures;
  - (b) You have reached out to advisors, counselors, and(or) Our support team, as well as take any other actions required to clear all uncertainties regarding the provisions foreseen by these Terms and their Annexures;
  - (c) You conform to all eligibility criteria foreseen under the preceding chapter;
  - (d) You totally understand the nature of the Site and its functionality;
  - (e) You will use the Site only for lawful purposes that are not related to fraudulent actions, scams, or any illegal activity;
  - (f) You will not be furthering, performing, undertaking, or engaging in any unlawful activity through Your relationship with Us or through Your use of the Site;

- (g) Your use of the Site will comply with these Terms and its Annexures, laws, and regulations of the country of Your citizenship and residence, Switzerland, and any other jurisdiction applicable to Our relationships under these Terms.

## II. Tokens Acquiring

### 5. NFT TOKEN ACQUIRING

- 5.1. The Users are provided with the option to obtain the NFT Tokens through the Site by transferring the appropriate amount of the accepted Digital Assets to the Company's wallet using the Site functionality.
- 5.2. **THE COMPANY HAS NO SPECIFIC LICENSE AND(OR) APPROVAL FOR THE OFFERING AND SELLING OF THE NFT TOKENS. THE COMPANY DID NOT RECEIVE AND HAS NO PLANS TO PUBLISH THE PROSPECTUS OR RECEIVE ANY APPROVAL FOR THE PUBLIC OFFERING OF THE NFT TOKENS.**
- 5.3. The Company's proceeds from the NFT Tokens offering will also be distributed to the Project Partners used to develop the Project.
- 5.4. To acquire the NFT Tokens, the Users must submit the acquisition request through the Site and may be requested to pass KYC verification. In the case of a KYC verification request, successful passing of the KYC verification is required to acquire the NFT Tokens. During the KYC verification, the Company can request from the Users various information. The Users' personal data obtained by the Company during the KYC verification is processed according to the terms of the Privacy Policy.
- 5.5. Among other information that the Company can request, the Company can request from You any information and documentation for the legal source of the Digital Assets You might use to acquire the NFT Tokens. If You cannot provide such information and documentation, the Company can reject Your request to acquire the NFT Tokens and block Your access to the Site.
- 5.6. The Users who send the request to acquire the NFT Tokens warrant to the Company the following:
- (a) The User understands all risks related to the NFT Tokens and is ready to lose the assets used for acquiring;
  - (b) The acquiring of the NFT Tokens does not negatively impact the User's and User's family's financial state;
  - (c) The User understands that the Company is not and will not be obligated to compensate the User his/her/its losses resulting from NFT Tokens acquiring;
  - (d) The User conforms to any other conditions for NFT Tokens acquiring foreseen herein.
- 5.7. The Company accepts a limited number of Digital Assets as consideration for its NFT Tokens. Information on the Digital Assets accepted by the Company as consideration is provided within the Site. In no case the fact that the Company accepts some Digital Asset as consideration should be regarded as a recommendation to use such Digital Assets for Your own transactions. The Company will bear no liability for any adverse consequences resulting from Your use of such information as a recommendation. The Company is free to amend the list of the Digital Assets accepted as consideration for the NFT Tokens at any time by publishing relevant information on the Site. The Company can do such amendment without any prior notice to the Users.
- 5.8. The Company publishes the current value of NFT Tokens in accepted Digital Tokens within the Site. The Company can do this at any time and amend the value. The value amendment is from its publication on the Site and is effective for all future acquiring transactions. By filling the request for acquiring through the Site after the publication of the amended value, the

Users confirm their acceptance of the transaction under the amended value of the NFT Tokens.

- 5.9. The Users should check if acquiring the NFT Tokens is legal before sending the request for acquiring through the Site and, in any case, no later than transferring the Digital Assets in consideration for the NFT Token(s) to the Company. The Users hereby warrant indemnifying the Company for any losses related to their breach of this rule.
- 5.10. Upon successfully acquiring the NFT Tokens, the User should be able to see the updated information on the amount of the NFT Tokens in their wallet. If Users cannot see the updates, they should promptly inform the Company through the means available on the Site. Should the User fail to notify the Company promptly, the Company may require an extended period to resolve the matter if possible.

## **6. REFUNDS**

- 6.1. Due to the blockchain's irrevocable nature and lack of control over User assets, We cannot offer refunds on any NFT Tokens acquired.

## **7. ASSUMPTION OF RISK**

- 7.1. You should remember that any Digital Assets, including Our NFT Tokens, involve some sort of risk to a certain extent.
- 7.2. **THE COMPANY SHALL NOT BE RESPONSIBLE AND WILL NOT COMPENSATE YOU FOR ANY LOSSES CAUSED BY ACQUIRING THE NFT TOKENS, AS WELL AS BY TRANSMITTING DIGITAL ASSETS, VIRTUAL ASSETS, AND FIAT CURRENCY TO ANY ADDRESSES AND(OR) BANK ACCOUNTS NOT DIRECTLY PROVIDED WITHIN THE SITE.**
- 7.3. Below We listed some general risks that You should remember when acquiring Our NFT Tokens. Please note that the list below is not exhaustive, and You should study the Site and other sources about Digital Assets before acquiring Our NFT Token.

### **Volatility**

The Digital Assets have high volatility (i.e., value can increase and decrease significantly in a very short period and at any given moment). The value of Digital Assets depends on a demand that may be influenced by many factors, including loss of confidence in the (crypto) currency, changes in software development, government decisions, creation of a competitive (crypto) currency, technical problems, political or non-political statements, statements of influencers and news, and hacker attacks. Fluctuations in the price of the Digital Assets could materially and adversely affect the value of Your NFT Tokens, which may also be subject to significant price volatility.

### **A Lack of Use or Public Interest**

There are many factors that could negatively impact the development and operation of the Site and, therefore, the potential utility or value of NFT Token.

### **No Governmental Backing of Digital Assets**

Generally, Digital Assets are not backed by the government or their issuer. Therefore, they have special risks that are not generally shared with the official currencies because they are not issued by governments or backed by commodities or goods that are tangible or registered in the official registry. Digital Assets are intangible, decentralized, and backed only by technology and trust. No central bank or other institution can take any measures to protect the value of Digital Assets.

## Regulatory Changes

The regulatory regime governing blockchain technologies, cryptocurrencies, tokens, including but not limited to NFT Tokens, is uncertain, and new regulations or policies may materially adversely affect the development of the Site and Project and, therefore, the potential utility or value of NFT Tokens. The negligence in terms of the initial review of Your local legislation and further amendments of such regulation may cause the infringement of the relevant legislation and(or) forced sale of the NFT Tokens and(or) payment of the fines.

## Security System

Your access to the Digital Assets and NFT Tokens depends on Your access to the login-password pair and(or) seed phrase and(or) other identity verification means introduced within Your crypto wallet (e.g., email). It may be exposed to situations out of the crypto wallet provider's control, where You forget the login and(or) password, disclose the login-password pair and other identification details to third parties, lose devices with the login and(or) password, and similar risks. Moreover, We do all possible to provide and enhance security systems of the Site. Nevertheless, there are remain risks that Site security could be breached, and third parties can get access to Your information and NFT Tokens.

## Third Parties Fraudulent Practices

We do everything possible to combat the third parties' systems that may copy the Site and(or) communication means to access the login-password pair and(or) other identification means to access Your crypto wallet. Such information is the key means to verify an individual's identity using the wallet. Where third parties use such data, it is next to impossible to prevent their access before the loss of Digital Assets.

- 7.4. Considering the aforementioned, **WE STRONGLY ADVISE YOU DOING THE FOLLOWING:**
- (a) To study all information related to the background of the NFT Tokens and Digital Assets that We accept in consideration for the NFT Tokens before their acquisition;
  - (b) To keep Yourself updated on the NFT, NFT Tokens, and Digital Assets market processes during the whole period of their holding;
  - (c) To keep Yourself updated on the laws and regulations related to the NFT Tokens and Digital Assets in the country of Your citizenship and residence, including, but not limited to, counseling with external legal advisories;
  - (d) Be careful and keep Your login, password, and other authorization means for Your crypto wallet for Yourself as well as change them regularly;
  - (e) To use all possible means of authentication provided by the crypto wallet provider;
  - (f) To verify the correspondence of the email address and other contact details with those provided in present Terms and(or) within the Site every time during communication with Us before any response.
- 7.5. If You find any link presented as the link to the Site on the external forums and Sites, do not open such links, nor transfer any fiat currency or Digital Assets using such links, and immediately contact the Company.

## 8. ELIGIBILITY (TO ACQUIRE THE NFT TOKENS)

- 8.1. To be eligible to acquire Our NFT Tokens, You should simultaneously correspond to all the following conditions during the whole period of Your holding of the NFT Tokens:
- (d) Reach **18 years old** or other majority age foreseen by Your citizenship state and state of Your residence;

- (e) Have the full legal capacity to enter into legally binding agreements, including but not limited to present Terms;
- (f) Reside in a country where the Site use and NFT Tokens holding are not forbidden by local laws and regulations.

## **9. ACCEPTANCE (OF TERMS REGULATING THE NFT TOKENS ACQUIRING)**

- 9.1. You unconditionally and unequivocally accept the present Terms and its Annexures regulating the NFT Tokens acquiring by submitting the NFT Token acquiring request to the Company.
- 9.2. At the moment of submission of the NFT Token acquiring request, YOU CONFIRM AND WARRANT US THE FOLLOWING:
  - (h) You have carefully studied the entire Terms and all its Annexures;
  - (i) You have reached out to advisors, counselors, and(or) Our support team, as well as taken any other actions required to clear all uncertainties regarding the provisions foreseen by these Terms and their Annexures;
  - (j) You conform to all eligibility criteria foreseen under the preceding chapter;
  - (k) You totally understand the nature of the Site and its functionality. You may be provided access by the Company according to these Terms;
  - (l) You have a profound understanding of the nature of Digital Assets, including their volatility, risk nature, legal status, constant updating regulations, etc.
  - (m) You will use the Site only for lawful purposes that are not related to fraudulent actions, scams, or any illegal activity;
  - (n) You will not be furthering, performing, undertaking, or engaging in any unlawful activity through Your relationship with Us or through Your use of the Site;
  - (o) Your use of the Site will comply with these Terms and its Annexures, laws, and regulations of the country of Your citizenship and residence, the country where We are registered, as well as any other jurisdiction applicable to Our relationships under these Terms;
  - (g) You will use only legally obtained Digital Assets to acquire the NFT Tokens;
  - (h) You will use the Digital Assets that belong to You and are not sold, encumbered, not in contention, or under seizure, and neither third party has any right to acquire the NFT Token;
  - (i) Where it is required, You connect to the Site, Your crypto wallet that only You have full control of to use the functionality that requires so; and
  - (p) All information provided by You to Us is accurate, correct, and complete as of the date hereof, and You will notify Us promptly of any changes to such information.

## **10. TOKEN HOLDER RIGHTS**

- 10.1. User hereby acknowledges and agrees that upon and after the acquiring of the NFT Tokens, shall have only the following limited rights:
  - (a) To use the image, including for commercial purposes;
  - (b) To use NFT Tokens to get access to the information about the Project;
  - (c) To get an opportunity to follow the verification procedure to join the Project's private community;
  - (d) To put NFT Tokens into the smart contract(s) as available on the Site;
  - (e) To use some other functionalities of the Site as foreseen by the Terms.



10.2. The acquiring of **NFT TOKENS DO NOT:**

- (f) provide You with rights of any form concerning the Company or its revenues or assets, including, without limitation, any voting, distribution, redemption, liquidation, proprietary (including all forms of intellectual property), or other financial or legal rights;
- (g) constitute a loan to the Company; and
- (h) provide User with any ownership, equity, or other interest in the Company.

10.3. User hereby acknowledges and agrees that the Company retains all rights, title, and interest in all of the Company's intellectual property contained in the NFT Tokens, including, without limitation, inventions, ideas, concepts, code, discoveries, processes, marks, methods, software, compositions, formulae, techniques, information, and data, whether or not patentable, copyrightable or protectable in trademark, and any trademarks, copyright or patents based thereon. Users agree not to use, reverse engineer, modify, or alter any of the Company's intellectual property for any reason without the Company's prior written consent.

## **11. ADDITIONAL REPRESENTATIONS AND WARRANTIES**

11.1. In connection with the obtaining of the NFT Tokens hereunder, Users hereby represent and warrant to the Company that on the date of each NFT Token acquiring:

- (a) The User is aware that obtaining the NFT Tokens involves risks that are partially disclosed herein. User acknowledges that no representations or warranties have been made to him/her/it or his/her/its advisors or representatives concerning the business or prospects of the NFT Tokens, Company, or its financial condition other than as provided herein and in Annexures.
- (b) User confirms that all of the information furnished to the Company through the Site system and other means of communication are true and correct, and complete in all respects as of the date of the NFT Token acquiring and do not contain any misstatements of fact or omit any fact necessary to make the statements contained therein not misleading, inaccurate or otherwise untrue. User acknowledges that the Company transfers the NFT Tokens in reliance on the truth and accuracy of the representations, warranties, agreements, acknowledgments, and understandings made by User within the Site system or otherwise furnished to the Company. User agrees to promptly provide the Company and its respective agents with information that may be reasonably necessary to confirm the information provided within the Site system.
- (c) User has all requisite power and authority to execute and deliver these Terms concerning the NFT Token acquiring, to obtain the NFT Tokens, and to carry out and perform its obligations foreseen herein. All action on the User's part required for the lawful execution and delivery of the Terms and other agreements required hereunder have been effectively taken before the execution submission of each request for the NFT Token acquiring. The agreement between the Company and the User for the acquisition of the NFT Tokens concluded based on the Terms constitutes a legal, valid, and binding obligation of User enforceable against User by its terms, except that such enforceability may be limited by applicable bankruptcy, insolvency, moratorium and similar Laws of general application relating to or affecting creditors' rights generally and by equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).
- (d) The execution, delivery, and performance of herein will not result in any violation of, be in conflict with, or constitute a material default under, with or without the passage of time or the giving of notice of (i) any provision of any judgment, decree or order to which User is a party, by which it is bound, or to which any of its assets are subject; (ii) any agreement, obligation, duty or commitment to which User is a party or by which it is bound; or (iii) any laws; or (iv) the creation of any lien, charge or encumbrance upon any assets of User.
- (e) The execution and delivery of and performance under herein require no approval or other action from any governmental authority or person or entity other than the Company, except for such consents, approvals, authorizations, orders, filings,

registrations, or qualifications as (i) have already been obtained or made and are still in full force and effect and (ii) may be required under applicable state securities Laws in connection with the obtaining of NFT Tokens.

- (f) User has sufficient knowledge and experience in business, technology, financial, securities, and securities investments matters, including a sufficient understanding of blockchain or cryptographic tokens and other digital assets, smart contracts, storage mechanisms (such as digital or token wallets), blockchain-based software systems and blockchain technology, to be able to evaluate the risks and merits of User's obtaining of NFT Tokens using the Site system and can bear the risks thereof, including loss of all assets used to acquire the NFT Tokens, loss of NFT Tokens and liability to the Company and others for its acts and omissions, including without limitation those constituting a breach of herein, negligence, fraud or willful misconduct. The User's financial situation is such that the User can afford to bear the economic risk of holding NFT Tokens indefinitely, and the User can afford to suffer the complete loss of the assets used to obtain NFT Tokens.
- (g) The User has obtained sufficient information to make an informed decision to receive the NFT Tokens. The User is not relying on the Company or any of its owners, directors, officers, counsel, employees, agents, or representatives for legal, investment, or tax advice. User represents that to the extent that User has any questions about obtaining NFT Tokens, User has sought professional advice. User has sought independent legal, investment, and tax advice to the extent that User has deemed necessary or appropriate in connection with User's decision to acquire the NFT Tokens described herein.
- (h) User, in deciding to acquire the NFT Tokens, has relied upon an independent investigation of the Company and has not relied upon any information or representations made by any third parties or upon any oral or written representations or assurances from the Company, its owners, directors, officers, employees, agents, or any other representatives of the Company, other than as expressly set forth herein and published within the Site system.

### **III. General**

## **12. NO WALLET SERVICES**

- 12.1. The Users should remember that the Company does not in any form provide custodial services. The Company bears no liability for the quality of the custodial services provided by the third-party wallet systems. The Users connect to the Site crypto wallets that are opened and operated by third parties not affiliated with the Company. The Company does not responsible for the operation of the crypto wallets. In case of any problems, the Users should directly contact the operator of the third-party wallet systems.

## **13. OWNERSHIP & RESTRICTIONS**

- 13.1. Unless otherwise stated, you acknowledge and agree that We (or, as applicable, Our licensors) own all legal rights, titles, and interests in and to all elements of the Site and NFT Tokens and all intellectual property rights therein. The Company owns the Site Materials. They are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Site Materials are the copyrighted property of the Company or its licensors, and all trademarks, service marks, and trade names contained in the Site Materials are proprietary to the Company or its licensors.
- 13.2. Your use of the Site does not grant You ownership of or any other rights concerning any content, code, data, or other materials You may access on or through the Site.
- 13.3. We reserve all rights in and to the Site Materials not expressly granted to You in the Terms. For the sake of clarity, You understand and agree with the following:

- (a) Your acquiring of the NFT Tokens, whether via the Site or otherwise, does not give You any rights or licenses in or to the Site Materials other than those expressly contained in these Terms; and
  - (b) You do not have the right to reproduce, distribute, or otherwise commercialize any elements of the Site Materials (including, without limitation, our copyright in and to the art and drawings associated with that NFT Token) in any way without our prior written consent in each case, which consent We may withhold in Our sole and absolute discretion.
- 13.4. You may choose to submit comments, bug reports, ideas, or other feedback about the Site, including, without limitation about, how to improve them (collectively, “**Feedback**”). By submitting any Feedback, You agree that We are free to use such Feedback at our discretion and without additional compensation to You and to disclose such Feedback to third parties (whether on a non-confidential basis or otherwise). You hereby grant Us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for Us to incorporate and use your Feedback for any purpose.
- 13.5. You agree that You are responsible for Your conduct while accessing or using the Site and for any consequences thereof. You agree to use the Site only for legal, proper purposes and following these Terms and any applicable laws or regulations. By way of example, and not as a limitation, You may not, and may not allow any third party to do any of the following:
- (a) send, upload, distribute, or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
  - (b) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
  - (c) impersonate another person (via the use of an email address or otherwise);
  - (d) upload, post, transmit, or otherwise make available through the Site any content that infringes the intellectual proprietary rights of any party;
  - (e) use the Site to violate the legal rights (such as rights of privacy and publicity) of others;
  - (f) engage in, promote, or encourage illegal activity (including, without limitation, money laundering);
  - (g) interfere with other Users' enjoyment of the Site;
  - (h) exploit the Site for any unauthorized commercial purpose;
  - (i) modify, adapt, translate, or reverse engineer any portion of the Site;
  - (j) remove any copyright, trademark, or other proprietary rights notices contained in or on the Site or any part of it;
  - (k) reformat or frame any portion of the Site;
  - (l) display any content on the Site that contains any hate-related or violent content or contains any other material, products, or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights;
  - (m) use any robot, spider, site search/retrieval application, or other devices to retrieve or index any portion of the Site or the content posted on the Site or to collect information about its Users for any unauthorized purpose;
  - (n) create User accounts by automated means or under false or fraudulent pretenses; or
  - (o) access or use the Site to create a product or service that is competitive with any of our products or services.

## **14. TERMINATION**

- 14.1. You agree that We, in our sole discretion and for any or no reason, may terminate these Terms and suspend and(or) terminate Your access to the Site.

- 14.2. You hereby agree that any suspension or termination of Your access to the Site may be without prior notice and that We will not be liable to You or any third party for any such suspension or termination.
- 14.3. Should We terminate these Terms or suspend or terminate Your access to or use of the Site due to Your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms will be in addition to any other remedies We may have at law or in equity.
- 14.4. Upon any termination or expiration of these Terms, whether by You or Us, You may no longer have access to information that You have posted on the Site, and You acknowledge that We will have no obligation to maintain any such information in our databases or to forward any such information to You or any third party.

## 15. DISCLAIMERS

- 15.1. YOU HEREBY EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE AND NFT TOKENS IS AT YOUR SOLE RISK AND THAT THE SITE AND NFT TOKENS ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.
- 15.2. TO THE FULLEST EXTENT PERMISSIBLE ACCORDING TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE AND NFT TOKENS ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL SITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (III) THE SITE OR ANY CONTENT OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.
- 15.3. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.
- 15.4. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE SITE, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE.
- 15.5. ON-CHAIN ITEMS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE SITE. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR THROUGH OUR CODE, AND ALL TRANSACTIONS ARE RECORDED ON THE DECENTRALIZED LEDGER WITHIN THE SITE. FOR CLARITY, WE HAVE

NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES CONCERNING THE FUNCTIONALITY OF THE SITE BLOCKCHAIN AND(OR) THE EXECUTION OF SMART CONTRACTS AND(OR) TRANSACTIONS.

- 15.6. WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE SITE, INCLUDING BUT NOT LIMITED TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE SITE, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

## **16. LIMITATION OF LIABILITY**

- 16.1. YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS **WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY** FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 16.2. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE OR NFT TOKENS, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THEN CURRENT VALUE OF THE NFT TOKENS.
- 16.3. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SITE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO PROVIDE YOU ACCESS TO THE SITE AND ITS WITHOUT THESE LIMITATIONS.
- 16.4. YOU ACKNOWLEDGE AND AGREE THAT YOU DO NOT RESIDE IN A REGION THAT EXPLICITLY BANS THE USING AND(OR) HOLDING THE DIGITAL ASSETS.
- 16.5. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

## **17. INDEMNIFICATION**

- 17.1. YOU AGREE TO HOLD HARMLESS AND INDEMNIFY the Company and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers, or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind, or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) Your breach of these Terms, (ii) Your misuse of the Site, (iii) Your violation of applicable laws, rules or regulations in connection with your access to or use of the Site, or (iv) Your breach of the Privacy Policy. You agree that We will have control of the defense or settlement of any such claims.

## 18. EXTERNAL LINKS

- 18.1. The Site includes hyperlinks to other websites, systems, or resources (collectively, “**External Sites**”), provided solely as a convenience to the Users. We have no control over any such External Sites.
- 18.2. You acknowledge and agree that We are not responsible for the availability of any External Sites and do not endorse any advertising, products, or other materials on or made available from any External Sites.
- 18.3. You acknowledge and agree that We are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the External Sites or as a result of any reliance placed by You upon the completeness, accuracy, or existence of any advertising, products or other materials on, or made available from, any External Sites.

## 19. AMENDMENTS

- 19.1. The Company hereby reserves the right to amend these Terms at its discretion by posting them on the Site at any reasonable frequency rate. The new version of the Terms will include an update date on its first page.
- 19.2. The User undertakes at his/her/its own risk to keep himself/herself/itself updated with the amended Terms and do the following: (i) to memorize/make a note of the date of the last update provided in the Terms (e.g., to save a copy of the Terms and its Annexures, etc.) upon the initial visit and any time after the amendment, (ii) to regularly visit the relevant page of the Site and study the entire document of amended Terms in case of change of the updated date.
- 19.3. If You do not agree to any of the amendments on the Terms, You shall immediately terminate the use of the Site.

## 20. PERSONAL DATA

- 20.1. Our Privacy Policy describes how We collect, use, store, and disclose your personal data and is hereby incorporated by this reference into these Terms.
- 20.2. You can agree to Our collection, use, storage, and disclosure of Your personal data as foreseen under the Privacy Policy.

## 21. DISPUTE RESOLUTION

- 21.1. PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.
- 21.2. All disputes arising out of or related to these Terms of use or any aspect of the relationship between you and us, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved in accordance with the internal laws of Switzerland without giving effect to the principles of conflicts of law.
- 21.3. All disputes arising out of or in connection with these Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the “**Rules**”) by one or more arbitrators appointed in accordance with the said Rules.
- 21.4. Service of process, summons, notice, or other documents by mail to such party’s address set forth herein will be effective service of process for any suit, action, or other proceeding brought within the International Chamber of Commerce.

- 21.5. The Users acknowledge that they will not have a right to litigate claims through court proceedings and that the arbitration process may limit their rights to engage in discovery proceedings or to appeal an adverse decision. The Users hereby knowingly and voluntarily waive their rights to sue the Company in a court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- 21.6. Users hereby agree that any arbitration will take place on an individual basis; class arbitrations and class actions are not permitted, and Users agree to give up the ability to participate in a class action.

## **22. WAIVER & SEVERABILITY**

- 22.1. No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- 22.2. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

## **23. CONTENT STANDARDS**

- 23.1. These content standards apply to any and all contributions and use by You to the Site. Your use and contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the preceding, You must not:
- (a) Provide any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
  - (b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
  - (c) Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
  - (d) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may conflict with these Terms and our Privacy Policy.
  - (e) Be likely to deceive any person.
  - (f) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
  - (g) Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
  - (h) Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
  - (i) Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

## **24. MISCELLANEOUS**

- 24.1. You may not assign any rights or obligations under these Terms, whether by operation of law or otherwise, without Our prior written consent.
- 24.2. We may assign our rights and obligations under these Terms in Our sole discretion to an affiliate or in connection with an acquisition, sale, or merger.

- 24.3. Should any part of these Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law, and the remaining portions will remain in full force and effect.
- 24.4. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision.
- 24.5. We will not be liable for any failure or delay performance of our obligations that result from any condition beyond our reasonable control, including, but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, **acts of God**, labor conditions, power failures, Internet disturbances, or acts or omissions of third parties.
- 24.6. You agree that We may provide you with notices (including, without limitation, those regarding changes to these Terms) by email, regular mail, or postings on the Site. By providing Us with Your email address, You consent that We can use it to notify You according to the law in lieu of communication by postal mail.

## **CONTACT US**

If anything is left unclear in the text of these Terms or any of its Annexures, We will be happy to clarify its provisions. For questions related to these Terms, please contact us via email at [info@web3eco.io](mailto:info@web3eco.io).