

XOXNO Airdrop

Terms of Use

Last revised: July 2024

1. Welcome to XOXNO!

These Terms of Use are entered into between you (hereinafter referred to as "you" or "your"), as Creator and/or as Collectors, and, on the other side, XOXNO NETWORK S.R.L. (hereinafter referred to as "us", "we" or "XOXNO"), as the operator of the Website.

Acceptance of Terms. By accessing our Website you fully acknowledge that you have read, understood, and accepted to be bound by these terms and conditions, which shall form a legally binding agreement between you and XOXNO (hereinafter referred to as "**Terms**").

Additional Terms. When you decide to access, test or use specific features described or available on the Website, you may be subject to specific additional terms and conditions that will be displayed in the corresponding section and must be accepted before accessing those features.

2. Who we are and how to contact us

Who Is XOXNO. XOXNO operates the Website, a revolutionary peer-to-peer platform offering a seamless NFT marketplace, an NFT launchpad for creators, and liquid staking for maximizing crypto assets while maintaining liquidity.

Contact Us. Should you have any queries regarding the Website or the Airdrops, please do not hesitate to contact us at contact@xoxno.com.

3. Definitions (a-z)

"Additional Terms" refers to any additional and distinct agreement entered into between XOXNO and any Users, in relation to other features available on the Website (e.g. Liquid Staking, Launchpad, Marketplace, etc).

"Airdrop Campaign" means the distribution of XOXNO Tokens to Users as part of a promotional campaign, reward program, or community incentive. Airdrops may be distributed based on specific criteria set by the Platform, such as holding certain tokens, participating in activities, or fulfilling certain conditions.

"Airdropped Tokens" refer to the XOXNO Tokens proposed for distribution for free to the Users as part of an Airdrop Campaign.

"Applicable Law" any binding legal provision, including but not limited to laws, statutes, regulations, codes, ordinances, norms, court decisions, orders, decrees, or any other normative or administrative acts, decisions, requirements, recommendations, interpretations, or applications by a public authority in Romania, or any other public authority, regardless of whether it has a binding effect.

"Authority" means any statutory governmental, judicial, or other authority or any of them or any of their authorized representative;

"Blockchain" is a system of recording information, in a way that makes it difficult or impossible to change, hack, or cheat the registered data and the system, in general using cryptography and being duplicated and distributed across the entire network of

computer connected on the blockchain; in the context of these Terms, this may refer to the Blockchains linked to the Platform.

- “Cases of force majeure”** represents extraordinary events or circumstances which neither Party could have foreseen or prevented by reasonable means, including but not limited to natural disasters, war, revolution, uprising civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, except lack of funds, which will not be a Force Majeure Case;
- “Crypto - asset”** means a digital asset in which transactions are verified and records maintained by a decentralized system using cryptography named Blockchain, rather than by a centralized authority, such as (i) utility tokens or (ii) other digital asset designated as means of exchange;
- “Electronic Wallet”** means the technical solution that allows a user to store, send or receive Crypto - assets, NFTs or other digital assets by using Blockchain infrastructure. Each Wallet has a Public Address to which is assigned a unique Private Key.
- “Gas Fee”** refers to the fees charged by the Blockchain infrastructure for performing and validating a transaction; generally, the gas fees are charged in the native Crypto - asset of each Blockchain.
- “Launchpad”** refers to a feature on the Website that serves as a platform for launching and promoting NFT projects.
- “Marketplace”** refers to the NFT digital marketplace, encompassing all its functionalities accessible via the Website.
- “NFT”** refers to a unique digital asset stored on a Blockchain, representing ownership of a specific item or piece of content.
- “Private Key”** refers to a confidential alphanumeric cryptographic code, uniquely associated with an Electronic Wallet, enabling its holder to access and control the associated digital assets or perform secure transactions on a Blockchain or interact with other digital platforms.
- “Public Address”** means the sequence of characters (letters and numbers) that identifies an Electronic Wallet;
- “Recovery Phrase”** means the specific sequence of words generated by the Blockchain infrastructure, when initiating an Electronic Wallet allowing the user the possibility to re-access / re-configure their Electronic Wallet, with the observance of the conditions imposed by the Electronic Wallet service provider.
- “XOXNO”** it is a reference to XOXNO NETWORK S.R.L, a Romanian limited liability company headquartered at 1 Nicolae Bălcescu Blvd, Bl. L6, Entrance E, Floor 5, Ap. 23, Pitești, Argeș County, registered with the Argeș Trade Register Office under no. J03/902/2023, with unique registration code 46529019.
- “XOXNO Token”** pertains to the utility type ESDT Crypto – asset issued on the MultiversX Blockchain by (...), with several utilities envisioned within the Platform.

"Token Holder"	means any person who owns or otherwise uses the Token;
"Users"	refers to any individual who uses or accesses certain features on the Website, engaging with the Marketplace, Liquid Staking, or utilizing other services offered by the Platform.
"Platform"	means the website www.xoxno.com and/or the XOXNO mobile application.

4. Pre - contractual Details. Cautionary Advice.

4.1. *Pre – contractual details*

Age Eligibility. Participation to any Airdrop Campaign is available only to persons who are at least 18 years of age or are otherwise considered as having full civil capacity of their rights according to the applicable national regulations.

No Investment Advice. XOXNO does not provide investment or consulting advice of any kind and is not responsible for the use or interpretation of the information published on the Platform or provided through other relevant means of communication by XOXNO or the Users.

Regulatory Compliance. Users are responsible for ensuring compliance with all Applicable Laws, regulations, and guidelines, including but not limited to anti-money laundering (AML) and know-your-customer (KYC) requirements. XOXNO does not provide legal advice, and Users should seek independent legal counsel regarding regulatory compliance.

Technical Risks. Using Internet-based assets (such as Crypto – assets) carries risks, such as potential hardware, software, and internet connection issues, as well as the risk of malware and unauthorized access to wallet information. You understand and agree that XOXNO is not liable for any communication failures, disruptions, errors, distortions, or delays during your use of the XOXNO Tokens, regardless of the cause.

4.2. *Good knowledge of the Blockchain technology*

No Value Warranty. Users are further informed that Crypto-assets constitute digital assets whose value is not intrinsically assured and is contingent upon unregulated markets, where fraudulent activities may transpire beyond conventional financial oversight. Users are exposed to substantial risks of potential depreciation in the value of Crypto-assets.

User Risk Awareness. If Users have any doubts or do not fully grasp the functioning of Blockchains, non-custodial Electronic Wallets, Crypto-assets, or NFTs, it is recommended that they refrain from accessing the Platform.

5. Airdrop Campaigns

5.1. *General Eligibility Requirements*

Airdrop Campaigns. XOXNO may conduct various Airdrop Campaigns to incentivize User engagement, increase trading activity, promote new features of the Platform, each campaign being subject to different terms and conditions.

Eligibility. To participate in an Airdrop Campaign, Users must meet the following general eligibility criteria:

- i. *Account Registration.* Users must own a compatible non – custodial Electronic Wallet or connect using a Google account;
- ii. *Trading Volume.* Users must achieve a minimum trading volume on the Platform within a specified period for each Airdrop Campaign. The required trading volume for each campaign will be detailed in the public announcement on the Platform;

- iii. *Compliance*: Users must adhere to all Platform rules, policies and these Terms. Non – compliance may result in disqualification from the Airdrop Campaign and other penalties as deemed appropriate by XOXNO.

No Misuse. Users must refrain from any form of misuse, including creating multiple accounts, using automated systems (bots), artificially increasing the trading volume using their own accounts or engaging in other form of fraudulent activities. Such actions will lead to disqualification and potential suspension of the User’s Platform account.

5.2. *Special Conditions for Boosting XOXNO Token Allocation*

Incentives. Certain Airdrop Campaigns may offer additional incentives or boosted XOXNO Token rewards if Users meet special conditions such as allocation of Crypto – assets for staking on the Platform, owning certain NFTs in their Electronic Wallet, higher trading volumes, etc.

The specific details of these conditions, including any requirements and corresponding rewards, will be outlined in the Airdrop Campaign announcement. Alternatively, XOXNO reserves the right to publish these special conditions at a later date, prior to the distribution of the Airdropped tokens. Users are encouraged to stay informed through official Platform communications to take full advantage of these opportunities.

5.3. *Distribution of the Airdropped Tokens*

Distribution Method. The method of distribution will involve making the Airdropped Tokens available for Users to claim directly through their eligible Electronic Wallet or via a specified claim portal provided by the Platform.

Claim Period. The specific timeframe for claiming Airdropped Tokens will be communicated in the Airdrop Campaign announcement. Users must adhere to this designated period to receive their Airdropped Tokens.

Verification Process. Before allowing any claims, XOXNO reserves the right to verify User eligibility and ensure compliance with these Terms. Any discrepancies or non-compliance discovered during this verification process may result in the forfeiture of the Airdropped Tokens.

Forfeiture of the Unclaimed Tokens. It is imperative that Users claim their Airdropped Tokens within the announced timeframe for each Airdrop Campaign. Failure to claim the Airdropped Tokens within this period will result in forfeiture, and Users will no longer be entitled to claim the tokens thereafter. Users are advised to stay informed through official Platform communications to ensure they do not miss the claim period and subsequently lose their entitlement to the Airdropped Tokens.

5.4. *Taxes*

Taxes. Users acknowledge and agree that they are solely responsible for complying with any taxes or duties imposed under the applicable laws of their respective countries of residence in relation to their participation in Airdrop Campaigns. XOXNO bears no responsibility for ensuring compliance with tax obligations and disclaims any liability arising from the failure of Users to fulfill their tax obligations.

6. **Token Utilities and Purposes**

Purpose. The XOXNO Token is intended to facilitate access to and utilization of certain features offered within the Platform and XOXNO ecosystem as described within the XOXNO Token documentation (e.g. Whitepaper) published on the Platform.

Token Functionality. The XOXNO Token is a digital asset designed solely for use within the Platform and the ecosystem. It may be used for accessing specific features, paying for certain services, participating in governance mechanisms – especially by conferring voting rights over

the type content published on the Platform, locking or other utilities outlined within the Token documentation.

Token Documentation Updates. The Token Holder acknowledges that XOXNO reserves the right to periodically update the documentation (e.g. whitepaper) pertaining to the Token, which may include modifications to token metrics, issuance/supply plans, utilities or other aspects as deemed necessary for business requirements. Upon publication of such updates on the Platform, the Token Holder shall be considered to have reviewed and accepted the contents of the revised documentation.

Token Ownership. Under no circumstances, acquiring or owning any XOXNO Tokens does not involve or implies the purchase of or transfer of ownership over shares, securities exchangeable into shares or any equivalent in any existing or future public or private company, corporation, or other entity in any jurisdiction.

No Security. To the best of our knowledge, the XOXNO Token is not intended to serve as, or be used as, a financial instrument (as defined under the international and national legislations), and as a result, it has not received approval from any international or national authority.

The XOXNO Token is not intended to constitute a financial derivative, commercial paper, speculative investment or negotiable instrument, digital currency, security, investment contract, commodity interest or underlying for a derivative transaction or a unit of an Alternative Investment Fund or any financial instrument and therefore the existing financial market rules, in particular MIFID II, the EU Prospectus Ordinance EU 2017/1229 and the Liechtenstein Prospectus Implementation Act LGBl Nr. 2019.159 (EWR-WPPDG) do not apply.

Regulatory Adaptions. Whenever during the use of the XOXNO Token, any applicable legal provisions, whether national or international, that may either modify, extend, suspend or cease any the legal regime with regard to the Crypto - assets and Blockchain industry that will enter into force, as to the relevant jurisdiction for the scope of these Terms, the Token Holder acknowledges that we will be required to observe and confer full effects to such new legal requirements and, if necessary, we will have to amend certain aspects of the XOXNO Token in order to abide by such provisions. Nevertheless, should any future provisions of law will determine us to stop providing any good or service contemplated herein, or to modify the performance of any obligation thus incurred, we shall be hold entirely harmless towards the Token Holder/s under all theories of liability for any material damages that the latter may or would intend to claim in this connection.

7. Assumption of Risks

Volatility Warning. Users acknowledge and accept the inherent risks associated with participating in the Crypto – assets and NFT markets, including but not limited to price volatility, liquidity risks, and potential loss of funds. Prices of the NFTs and Crypto - assets may fluctuate significantly and may result in substantial losses.

8. Prohibition of Use and Commitments

Depending on your country of residence, incorporation, or registered office, you may not be able to access or participate in any Airdrop Campaigns. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you are interacting with our Platform.

Each User represents and warrants that he was not been included (directly/indirectly) and has no relationship (directly/indirectly) with any person whose citizen or resident of a country which is/was included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals maintained by OFAC (The Office of Foreign Assets Control of the U.S. Department of the Treasury), the Financial Action Task Force (FATF), International Traffic In Arms Regulations (ITAR) or the denied persons or entity list of the U.S. Department of Commerce. The restrictions herein target the inclusion as a

natural/legal person on the above-mentioned lists as well as the inclusion of the User citizenship or residency state.

We have the right to choose the markets and jurisdictions wherever it finds appropriate to conduct the business, and may restrict or refuse, in its discretion, the access to the Airdrop Campaigns in certain countries or regions.

9. Technical Partners and Providers and Third Parties

Airdrop Campaigns may occasionally be conducted through or together with third-parties, in which case their own policies, limitations, and terms & conditions will fully apply to those campaigns.

We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that we are not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

Henceforth, under no circumstances should we be considered liable or a party to any business relationship/agreement concluded between any person and the third-party providing services in connection with the Airdrop Campaigns, even those services promoted or displayed on the Platform.

10. No Access or Control Over Electronic Wallets

XOXNO at no point has access to or control over any Electronic Wallets used to connect or to access the Platform. This includes non-custodial Electronic Wallets that may be automatically created by XOXNO when users opt to log in using their Apple or Google accounts. Users retain full control over their Electronic Wallets and the Crypto – assets and NFTs within them, ensuring their security and privacy.

XOXNO does not have the ability to manage, modify, or intervene in any transactions or activities conducted through these wallets. In the event of lost passwords, compromised accounts, or other security issues, users are solely responsible for resolving such matters. XOXNO's role is strictly limited to facilitating the connection to the Platform, without any oversight or influence over the wallet contents or transactions.

Furthermore, XOXNO cannot access or recover any private keys associated with the Electronic Wallets, nor can it reverse or alter any transactions once they have been initiated. Users are advised to keep their wallet credentials secure and to exercise caution when conducting transactions. This separation of control ensures that users have complete autonomy over their digital assets while using the Platform or participating in Airdrop Campaigns.

11. Restrictions

During the use of our Platform and also while participating in any Airdrop Campaign, Users firmly assert to:

- fully comply with the requirements of Applicable Laws and regulations, as well as these Terms;
- do not violate other person's rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other person from using the Platform or accessing any Airdrop Campaign;
- refrain from for any kind of market manipulation in connection with any NFT (such as but not limited to pump and dump schemes, self-trading, wash trading, quote stuffing, front running, and spoofing or layering, regardless of whether prohibited by law);
- not try to identify any vulnerability of the Platform (including the third party integrated), or violate any security or authentication measures;

- falsely claim to be or misrepresent your association with any individual or organization;
- generate or list counterfeit items (including any NFTs);
- participate in fundraising activities for a business, protocol, or platform through the Platform, including but not limited to creating, listing, or purchasing assets redeemable for financial instruments, assets conferring participation rights in securities offerings, or assets providing financial rewards, such as DeFi (decentralized finance) yield bonuses, staking bonuses, and burn discounts;

You expressly empowered us to perform any action to identify and investigate any violation of these Terms, unilaterally determine whether you have violated any provisions and take actions (without your prior consent or notice) such as, but not limited to:

- blocking and closing your ongoing activities, including the restriction of access to the Airdrop Campaign rewards;
- reporting the incident to the competent authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information you published that are found to be violations.

12. Indemnification

You agree to indemnify and hold harmless us, our affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with the Airdrop Campaigns, (ii) your breach of these Terms, or (iii) your violation of any applicable laws, regulation, or rights of any third party during your use of the Platform.

In such cases, we will have the right, in our sole discretion, to control any actions or proceedings and to determine whether we wish to settle, and if so, on what terms.

13. Warranty and Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE THE SERVICES "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE". YOUR USE OF THE SERVICES, INCLUDING OUR CONTENT WITHIN THE SERVICES (and excluding the content posted by users), IS AT YOUR OWN RISK AND WE DO NOT REPRESENT, PROMISE, OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU UNDERSTAND AND AGREE THAT NO DATA TRANSMISSION OVER THE INTERNET OR INFORMATION STORAGE TECHNOLOGY CAN BE GUARANTEED TO BE SECURE, AND WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, TO THAT EFFECT. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE AIRDROPPED TOKENS, THE SUPPORT WE PROVIDE FOR THE PLATFORM, THE SPECIFIC FUNCTIONS OF THE PLATFORM, THE SECURITY OF THE PLATFORM, OR THE PLATFORM'S RELIABILITY, QUALITY, ACCURACY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS, PROVIDE CERTAIN OUTPUTS OR ACHIEVE CERTAIN RESULTS.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE, ALONG WITH OUR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, PARTNERS, LICENSORS AND DISTRIBUTORS DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE AIRDROPPED TOKENS (INCLUDING THEIR VALUE), XOXNO TOKEN, OR ANY OTHER AVAILABLE FEATURE OR REGARDING THEIR PROFITABILITY, ACTUALLY, ACCURACY, USABILITY ETC.

YOU UNDERSTAND AND ASSUME THAT ANY DECISION FOLLOWING OR IN CONNECTION WITH THE AIRDROP CAMPAIGNS, AIRDROPPED TOKENS THE CONTENT AVAILABLE ON THE PLATFORM OR ANY OTHER AVAILABLE FEATURES IS BASED ON YOUR OWN RESEARCH AND RESPONSIBILITY.

SOME JURISDICTIONS PROVIDE FOR CERTAIN IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED OR EXPRESS PROMISES OR WARRANTIES ABOUT THE SERVICES.

14. Liability

To the fullest extent permitted by Applicable Law, you agree and understand that we will not be liable for: any indirect, special, incidental, consequential, treble or other multiples of damages, exemplary or punitive damages arising from or in connection with these Terms or your use of the Platform or participation in any Airdrop Campaign etc.

We and our affiliated entities shall not be held liable for any loss of profits, revenues, business opportunities, diminution in value or any other losses (collectively "**Losses**") arising from or in connection with these Terms or your use of the Platform or access any Airdrop Campaign, including, but not limited to:

- (i) the deletion of, alteration of, mis-delivery of or failure of the any Crypto - assets to other Electronic Wallets while using the Platform;
- (ii) downloading or sharing of information, including personal information, during the use of our Platform or during any Airdrop Campaign;
- (iii) the unauthorized access to your Electronic Wallet/s;
- (iv) your dealings with or participation in promotional campaigns of third - parties displayed on the Platform.

XOXNO disclaims any responsibility and shall not be in any way liable for the actions, conduct, or performance of Users, as well as for the outcome of any transactions or engagements facilitated through the Platform.

We will not be liable for damages caused by others, the wrongful or unlawful actions of third parties, or an act of God. The limitations and exclusions in these Terms will apply whether or not we have been advised of or should have been aware of the possibility of any losses arising.

Without detracting from the general nature of the aforementioned, the Users acknowledge the existence of various risks associated with the NFTs and Crypto - assets and their future developments.

To the fullest extent permitted by law and except as otherwise stated in these Terms, we are not liable in connection with any disputes that arise out of or relate to the Airdrop Campaigns and/or the Airdropped Tokens.

15. We may make changes our Terms

We might change, add or remove parts of these Terms at any time and in our sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify such changes by simply updating the terms on our Platform and modifying the [Last revised] date displayed on this page.

All modifications or changes to these terms will become effective upon publication on the Platform or release to Users.

It is your responsibility to review the amended Terms. Your continued use of the Platform following the changes to the Terms, you accept and agree to the changes, and that all subsequent activity performed by you will be subject to the amended Terms.

If you have any question regarding or in connection of the information mentioned in these Terms, please do not hesitate to do directly contact us.

16. We may transfer this agreement to someone else

The transfer of rights and obligations arising from these Terms and / or the use of the Platform is subject to our prior written consent.

You expressly agree that the we may unilaterally transfer all rights and obligations that may be stemming from these Terms without your consent.

17. Which country's laws apply to any disputes?

The relationship between the Users and us and any disputes arising from the use of the Platform or related to the participation in an Airdrop Campaign shall be governed by and construed in accordance with the Applicable Law, without giving effect to any principles of conflicts of law. Any legal action or proceeding related to this website shall be brought exclusively in the competent courts as per the Applicable Law.

To the maximum extent permitted by the Applicable Law, any invalid or unenforceable term or provision of these Terms shall not affect the validity or enforceability of the remaining terms and provisions thereof or the validity or enforceability of the offending term or provision in any other situation. To the maximum extent permitted by the Applicable Law, you and us, acting in good-faith, shall attest the nullity or unenforceability of the respective term or provision and shall replace it by a valid or enforceable term or provision which most accurately reflects the economic and legal purpose of the invalid or unenforceable term or provision.