

Terms of Service

1. Introduction

Thank you for visiting our website and for using our Services (as defined below). These Terms of Service (the "**Terms**"), set out the general terms and conditions applicable to Your access and utilization of the website located at the URL address <https://xoxno.com> (the "**Website**"), as well as of the Services which XOXNO NETWORK SRL ("**We**", "**Us**", "**Our**") may provide to you ("**You**"), including any related software to Our Services.

These Terms constitute a legal agreement between You (as the user of the Website and beneficiary of the Services) and XOXNO NETWORK SRL- the entity who owns and operates the Website and any related software necessary for providing the Services.

These Terms are applicable to You, in your capacity as a user of the Website and also as a beneficiary of all services, tools, features, functionalities and information made available on the Website, respectively on Our marketplace which includes, but is not limited to viewing, exploring and creating non-fungible tokens-NFTs ("**NFTs**"), connecting Your crypto wallet in order to purchase, sell or transfer NFTs on blockchain/s, staking the NFTs, visualizing analytics ("**Services**").

For ease of reference, when we are using the term "*Website*", this term will include also Our NFTs marketplace ("**Marketplace**").

2. Acceptance of the Terms

Please read these Terms carefully before using the Website, to ensure that You understand each provision.

These Terms and any documents we refer to, form the agreement between You and Us. We refer to all these documents as the "**Agreement**". You expressly agree to the terms of the Agreement and We will also treat Your access to and use of our Website and Services as acceptance of the terms of the Agreement.

You expressly agree to these Terms and You acknowledge that We will consider your access to and use of our Website, including our Services, as acceptance of these Terms and consequently of the Agreement. You are responsible for checking our Website periodically in order to review the current version of the Terms and to familiarise yourself with any changes to them.

These Terms apply to any person accessing the Website and by using the Website You agree to be bound by them. The Privacy Notice shall be applicable to Your use of the Website.

In case You don't want to be bound by the Terms, You should not access the Website (including the Marketplace).

3. Amendments to the Terms

We reserve the right, on Our sole discretion, to make changes to these Terms and to indicate, on the Website the fact that changes/modifications/variations have been occurred, this representing sufficient notice on this matter. Such changes shall be binding on users of the Website and shall take effect immediately upon posting.

You hereby agree to observe any changes, variations or modifications to Our Terms and Your continued use of or access to the Website shall constitute acceptance of any such changes, variations or modifications. There might be times when we don't tell you about a change to these Terms, for example, if a change does not disadvantage you. A copy of the most up-to-date version of these Terms is available on our Website. It is Your responsibility to check the Terms periodically for changes.

If You do not agree to the changes, You must stop the use of the Website and related Services.

If there is a conflict between two versions of the Terms that You have agreed or been deemed to have agreed to, the latest version shall prevail, unless expressly provided otherwise.

4. Our Marketplace and Our Services

4.1. Our Services

Our Services are provided to You through Our Marketplace, where You can explore NFTs collections (including the search by NFTs collection or user), buy NFTs, sell NFTs, stake NFTs by entering into staking pools and receiving rewards, see the transactions performed on the blockchain regarding the NFTs in the analytics section, see the ranks of the NFTs. All services and tools above mentioned are included in the Services, as defined above.

Given the fact that the NFTs are digital assets that are seen on the blockchain by the public, as well as that some NFTs are so interesting and they are in progress to becoming well known by any crypto user, for increasing the users' awareness and interest in the NFTs, We may take into consideration the possibility to display on the Website certain NFTs collections in order to help the users to understand the NFTs'

importance and beauty in general and to help their owners to show off them to the other users, as well as to sell them through Our Marketplace, as the case may be.

4.2.Suspension of Services

In case of a disruption event (including but not limited to: any event or occurrence that causes a disruption in the functionality of the Elrond Network and such disruption has an adverse effect on the processing time for Elrond blockchain transactions; any event or occurrence that causes a disruption in the functionality of the smart contracts or other software used in connection with the NFTs and such disruption has an adverse effect on the implementation of the NFTs minting, or any compromise of security that has or in Our sole good faith determination may have an adverse impact on the NFTs), We may suspend Our Services as long as the technical issues persist.

We may modify, suspend or discontinue, temporarily or permanently, all or any part of our Services with or without notice. We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software, the Marketplace, and/or the Services, including without limitation, the structure, specifications, "look and feel" navigation, features and other elements of the software and/or the Services or any part thereof. You agree that We will not be liable to You or to any third party (for whom you may be acting) for any modification, suspension or discontinuance of all or any part of our Services.

4.3.Purchasing NFTs presented on Our Marketplace

You can purchase NFTs presented on Our Marketplace through the following methods:

- i) You can purchase an NFT using crypto-assets (e.g. EGLD). In this case, the sale-purchase transaction is concluded between You, as a buyer, and the seller (a third-party who is different from Us), the seller acting in his own name and on his own behalf) and We do not interfere in the sale-purchase transaction. Given the fact that We do not interfere in the sale-purchase transaction of the NFT , the NFTs terms of sale („**NFTs Terms of the Seller**'") are established by the respective seller and consequently the NFTs' sale, their purchase and their use are subject to such NFTs Terms of the Seller. We are just displaying the NFTs Terms of the Seller on Our Marketplace.

- ii) You can purchase an NFT using Your card with fiat currencies (RON or EUR). In this case, We are acting as an agent of the seller, on behalf of the seller of the NFT, as per the provisions of article 2043 and the following from the Civil Code. The sellers of the NFTs empower Us to facilitate the conclusion of the sale-purchase transactions, to act as an agent, on behalf of the NFTs' sellers. We will

receive the price of the NFTs as an agent of the sellers, on behalf of the sellers in fiat currencies from the payment processing provider presented below. Finally, the price of the NFTs shall arrive in the sellers' patrimony. The sellers are instructing Us on the price of the NFTs and also on the general NFTs terms of sale („General NFTs Terms”) which are presented in Chapter 6 below. The NFTs' sale, their purchase and their use are subject to General NFTs Terms from Chapter 6 herein. **Receipt of the price from the buyer constitutes the settlement of the buyer's debt to the seller.**

4.4.Acknowledgements for purchasing NFTs using crypto-assets

In case You buy NFTs using crypto-assets (e.g. EGLD), from third parties -sellers You hereby acknowledge and agree that:

- (i) We are not the seller or the buyer of any NFT on the Marketplace, We are not a party to any agreement or transactions between the sellers and the buyers;
- (ii) You must verify the identity, legitimacy and authenticity of the NFTs You purchase through Our Marketplace;
- (iii) We do not buy, sell or take custody or possession of any NFTs;
- (iv) We do not act as an issuer, seller, placement agent, any agent or custodian for any user of Our Services who pays with crypto-assets for Our Services;
- (v) In case of minting, buying, or selling NFTs, any transactions that You engage in will be conducted solely through the relevant blockchain network governing such NFT;
- (vi) It is possible to exist royalties associated with some NFTs and the payment of any such royalty shall, in certain circumstances, be programmed to be self-executing via a blockchain network and We do not have any control or ability to control them;
- (vii) All NFTs Terms of Sale of the Sellers , as defined above, are established by the sellers (third parties) and consequently the NFTs' sale, their purchase and

their use are subject to such NFTs Terms of the Sellers. We are just displaying the NFTs Terms of the Sellers, We are not involved in the drafting process or enforcement process of these NFTs Terms of the Sellers. Usually, the NFTs Terms of the Sellers are governing the sale, purchase and use of NFTs, as well as the rights associated to the NFTs, the intellectual property rights over the underlying artwork related to the NFTs and over the NFTs, the benefits related to the NFTs, royalties, as well as the price of such NFTs. We are not liable for any content of the NFTs Terms of the Sellers.

- (viii) We are not a party to any such NFTs Terms of the Sellers, which are applicable only to the relationship between the seller (third -party) and the buyers / users of the NFTs and We are not responsible for ensuring buyers/users' compliance with such NFTs Terms of the Sellers and We shall not be involved in any disputes , claims with respect to such NFTs Terms of the Sellers (including, but not limited to any disputes arising out of or in connection to the authenticity of the NFTs or any intellectual property rights associated with such NFTs or their underlying artwork).
- (ix) The seller (third-party) and the buyers/users are entirely responsible for communicating , agreeing to, applying and enforcing the NFTs Terms of the Sellers and for solving any disputes arising from any breach of any NFTs Terms of the Sellers. In case that a third party has a claim against Us , the creator/ seller of the NFTs shall be held responsible towards us, as per Chapter 11.2 below in this document.
- (x) We are not liable for any breach by any person of any intellectual property in relation to the underlying artwork of the NFTs and NFTs presented by us on the Marketplace.
- (xi) In case the purchaser requests an invoice related to the NFTs purchased, only the sellers may issue such invoice, if the case and if applicable in the seller' s case. We will issue only the invoice related to our commission for our activity as an agent of the seller.

4.5.Acknowledgements for purchasing NFTs using fiat currencies

In case You purchase NFTs using Your card with fiat currencies (e.g. EUR, RON), You hereby acknowledge and agree that:

- (i) We are acting as an agent, on behalf of the seller of the NFTs, We are involved as an agent in any agreement or transactions with You acting as a buyer;
- (ii) You hereby accept Us as the agent of the NFTs sellers, acting on behalf of the sellers;
- (iii) It is possible to exist royalties associated with some NFTs and the payment of any such royalty shall, in certain circumstances, be programmed to be self-executing via a blockchain network;
- (iv) The General NFTs terms of sale („ **General NFTs Terms**”) are presented below in Chapter 6, based on the instructions from the sellers and consequently the NFTs’ sale, their purchase and their use are subject to General NFTs Term;
- (v) Twispay, our card processing financial institution, is not a party to any General NFTs Terms, which are applicable only to the relationship between Us, in Our capacity as an agent of the NFTs’ sellers and the buyers /users of the NFTs.
- (vi) In case the purchaser requests an invoice related to the NFTs purchased, only the seller may issue the invoice, if the case and if applicable in the seller’ s case. We will issue only the invoice related to our commission for our activity as an agent of the seller.

5. Special conditions for the use of Fiat currencies

We have integrated the use of Fiat payments in Our Marketplace, through Capital Financial Services S.A. - an e-money institution licensed by the National Bank of Romania that provides us with card payment processing services, under the brand ”

Twispay” and available on the website www.twispay.com (hereinafter referred to as „**Twispay**”). Thus, the users of the Marketplace will be able to buy NFTs using both EUR and the Romanian Lei with Visa and Mastercard cards, as well as to mint new NFTs with EUR and Romanian Lei.

In case of a rejection related to payment from Twispay, We cannot interfere, We are not involved in the payment processing services and We cannot be held liable for any consequences which may be triggered by the failure of the payment. However, you may contact us at: [insert e-mail address] for any inquires you may have in relation to a card payment.

Please note that some of Our Services are depending on the payment processing services provided by Twispay, if the users want to use Fiat payments. Changes in the way Twispay provides these payment processing services may change as well certain Services We provide.

Please note that We do not have access to the details of Your card, We cannot use Your card and We are not performing any Fiat payments processing activities. Twispay is the only entity entitled to perform Fiat payments processing activities and services. Twispay is the PCI-DSS authorised entity who securely has access to the details of Your card. For more information on how Twispay is dealing with your personal data, you can read the Twispay’s Privacy and Cookie Policy available at www.twispay.com.

Please note that in case You want to use fiat currencies, the mechanism of the NFTs sale is different, by comparison to the case when You want to use crypto-assets, as follows:

- a) In case You want to purchase an NFT using crypto-assets (e.g. EGLD), You are purchasing the NFT directly from the NFT’s seller (a third -party) acting in his own name and on his own behalf, We do not interfere in the sale-purchase transaction;

In case You want to purchase an NFT using Your card with fiat currencies (RON or EUR) , please note that We are acting as an agent of the seller, on behalf of the seller, We will receive from Twispay the price of the NFTs in fiat currencies for the seller

For the avoidance of any doubt, Twispay will not be a contracting party in the sale-purchase of the NFT, Twispay will provide only the payment processing activities in connection with your payment.

In case You want to use fiat currencies, Twispay cannot be held liable for any aspect related to the sale-purchase of the NFT. Twispay does not have access and does not

interact with Our smart contract, Twispay does not receive the NFTs and Twispay does not have any control over the NFTs.

The smart contract delivers the NFT directly in Your crypto wallet. You are the only person who has access to Your crypto wallet. Neither Twispay, neither Us have access to your crypto wallet.

6. General NFTs Terms of Sale in case You purchase the NFTs with Fiat currencies

As mentioned above, We are acting on behalf of the seller of the NFTs for which the payments with fiat currencies are made.

These Terms of Sale (the **General NFT Terms**) apply to sales facilitated by XOXNO NETWORK SRL as an agent of the NFTs' seller , on behalf of the NFTs' sellers (referred to herein as ,, **We**'', ,, **Us**'', ,, **Our**'') of non-fungible tokens/NFTs (the "**NFTs**") in exchange for fiat currencies. The price of the NFTs shall arrive in the NFTs sellers' patrimony.

The NFTs are purchased byYou (referred to herein as "**You**" or using similar terms), subject to Your acceptance of these NFT Terms.

These NFT Terms represent a binding contract between You and Us, acting as an agent and on behalf of the NFTs' sellers and the sellers Your purchase of, acquisition of, and/or ownership of the NFTs, constitutes your full and unconditional agreement to these General NFT Terms. We may update the General NFT Terms by providing a new version online and your continued use of the NFTs, after any such update constitutes your binding acceptance of such changes.

By accessing or using the smart contracts in relation to the NFTs ,You are accepting these General NFT Terms (on behalf of yourself or the entity that you represent), and you represent and warrant that You are 18 years old or older and that You have the right, authority, and capacity to enter into General NFT Terms (on behalf of yourself or the entity that you represent). You further represent and warrant that You are otherwise legally permitted to acquire and hold the NFTs in your jurisdiction.

All sales of NFTs are final and non-refundable and there are no cancellations that can be made by You. Once You have made a purchase of an NFT, You should promptly take the necessary steps to complete your transaction (e.g. activate or download any content or secure any seed phrase or corresponding private key of Your crypto wallet). We encourage the use of secure, offline storage measures for NFTs.

You may resell, otherwise transfer (swap, donate, give away) or otherwise dispose of your purchased NFT where this is permitted by the General NFT Terms. Any sale or transfer must provide for the transfer of all of your rights then outstanding with

respect to such NFT. Anyone receiving such NFTs from You agrees to and is bound by the General NFT Terms.

You make the representations, acknowledgments and warranties from sections 8.1. and 8.3. from Chapter 8 below in this document.

As mentioned above, We are acting on behalf of the seller of the NFTs in case You intend to use Your card for purchasing NFTs with Fiat currencies. We are using smart contracts for the sale of the NFTs.

In case another user and You want to purchase the same NFT and the other user has interacted most rapidly with Our smart contract and the smart contract has been auto-executed, by delivering to the other user the NFT, then that specific NFT will no longer be in Our smart contract and in such a case We will instruct Twispay to return to You the fiat amount paid for that specific NFT and consequently You will get a refund of Your fiat amount paid for that specific NFT from Twispay on the same card that you have used for the payment. Such a situation may occur due to the fact that in the crypto space there are several users interested in the same NFT and they may interact with Our smart contract at the same time.

In case a specific NFTs collection has been sold out on minting and You have already made a fiat payment, please note that You will get a refund of Your fiat amount paid from Twispay, based on Our instructions given to Twispay, on the same card that you have used for the payment. As mentioned above, this kind of situation may happen because in the crypto space there are several users who may interact with Our smart contracts at the same time. For example, other users and You want to mint the NFT and the other users have interacted most rapidly with Our smart contract and the smart contract has been auto-executed.

We shall not be liable to You or any other third party for damages, including any general, special, incidental, punitive or consequential damages arising out of the use or inability to use any NFTs (including but not limited to loss of the NFTs and data or data being rendered inaccurate or losses sustained by You or third parties).

Please note that the NFTs do not represent securities or any financial instruments. In this respect, please note that the NFTs are not guaranteed with fiat currencies or other assets and no shares are granted in Our or the sellers' share capital (and implicitly neither voting rights in Us or the sellers) nor other rights regarding the acquisition of Our or sellers' shares (including option rights), by acquiring the NFTs; no dividends are granted related to the Our or sellers' eventual profits to the NFTs' holders.

We make no representations or warranties, express or implied, written or oral, made by or on behalf of Us and the sellers in connection therewith, including any representations or warranties of title, functionality, merchantability, usage, security, suitability or fitness for any particular purpose, or technical quality of any NFT.

You are responsible to pay any and all taxes, duties imposed by any governmental authority, associated with your purchase and use of the NFTs (including, without limitation, any taxes that may become payable as the result of Your ownership, transfer, purchase, sale of any NFTs). As mentioned above, We are facilitating the performance of the sale-purchase transactions, acting as an agent of the sellers and on behalf of the sellers, as per the provisions of article art. 271 paragraph (3) letter e) of the Fiscal Code.

Any exchange of documents (e.g. invoice etc) shall be made between the purchaser and the NFT's seller, as the case may be.' The provisions of this Chapter 6 are supplemented with the provisions of the following sections and chapters from this document: the provisions of Chapters 1, 2, 3, the provisions of section 4.2., section 4.3 (ii), section 4.5 from Chapter 4, the provisions of the Chapter 5, the provisions of sections 8.1. and 8.3. from Chapter 8, the provisions of Chapter 9, Chapter 10, the provisions of sections 11.1. and 11 .3. from Chapter 11, the provisions of Chapter 12 except letter c), as well as the provisions of Chapters 13, 14, 15, 16 and 17. For the avoidance of any doubt, the provisions applicable only to the payments in crypto-assets (e.g. EGLD) are not applicable to the General NFTs Terms

7. Special provisions applicable to You as a seller who empowers Us to act as Your agent

In case the NFTs are to be purchased by using Fiat currencies, the sellers of the NFTs hereby empower Us to act as their agent, on behalf of the sellers in the sale-purchase transactions of the NFTs, by receiving on behalf of the sellers the price of the NFTs in fiat currencies from Twispay and to subsequently transfer the price of the NFTs to the sellers. **The sellers hereby accept and acknowledge that the receipt of the price from the buyers constitutes the settlement of the buyers' debts to the sellers.**

The sellers hereby agree that this document represents a commission agreement, as per the provisions of article 2043 of the Civil Code and hereby agree to observe the provisions of the following sections and chapters from this document: the provisions of Chapters 1, 2, 3,7, the provisions of section 8.1. and section 8.3. from Chapter 8, as well as the provisions from Chapter 9 and Chapter 10, the provisions of the section 11.3. from Chapter 11, Chapter 12, Chapters 13, 14, 15, 16 and 17.

We are acting asYour agent for Your behalfbased on the assumption that You and Your NFTs do not breach any copyright, contract rights or any other intellectual property rights of any third party (person or entity) with respect to the design and underlying artwork related to the NFTs.

You hereby agree that the You shall be liable towards Us for any damage resulting from any infringement or other breach of the copyright, other intellectual property rights of any individual or entity, and for any other harm or losses in connection with the design and underlying artwork related to the NFTs, as incurred by Us. In this respect, any You hereby agree to indemnify and hold harmless Us against any and all claims and expenses, including attorneys' fees, arising out of any breach or alleged breach of such intellectual property rights in connection with the design and underlying artwork related to the NFTs.

In case of a third-party's notice, allegation, demand or claim addressed to Us with respect to any actual or alleged infringement/ breach of any intellectual property rights in connection with the design and underlying artwork related to the NFTs, We may notify You about the third party's notice, allegation, demand or claim and We are entitled to request the You to support the attorneys' fees for responding to the third party's notice, demand, the allegation as well as any expenses (including attorneys' fees) incurred by Us in case that lawsuits are initiated against Us.

You hereby grant Us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to the underlying artwork related to the NFTs, any digital file containing such underlying artwork, art, or other material linked to or associated with any NFTs, any text, materials, images, files.

You hereby represent and warrant that You have, or have obtained, all rights, licenses, consents, permissions, power and authority necessary to grant the rights mentioned herein for the content above-mentioned, as well as to grant Us the license described above, and that the content and the license above-mentioned do not breach any laws.

8. Acknowledgements, representations and warranties

8.1. By using the Website, respectively Our Marketplace, You acknowledge, represent and warrant that:

- a. You are over 18 years old or the age of majority, required by your residence state, whichever is older, and You have capacity to enter into this Agreement;
- b. You are solely and completely responsible for Your own compliance with applicable legislation in Your jurisdiction;

- c. You are eligible to enter a legally online binding agreement with Us in accordance with the laws governing the jurisdiction applicable to You;
- d. You are not using Twispay services and/ or Our Services for the purpose of money laundering or terrorism financing or for any other unlawful purpose;
- e. if You are a body corporate, unincorporated association, trust or partnership You are validly existing in accordance with applicable legislation and have obtained all necessary consent and authorizations under your constitutional or organizational documents;
- f. You have all necessary consent and the authority to enter into this Agreement and /or use the Services;
- g. if You agree to these Terms on behalf of a legal entity, then You have the legal authority to hold liable the legal entity to these Terms;
- h. all information that You supply is true, accurate, complete and not misleading;
- i. our assessment of Your use of the Services is performed on the basis of the information provided by You and We may rely upon information (and documents, if the case) provided by You and We are not responsible for any damages or losses which may arise from any inaccuracies;
- j. neither the entry into this Agreement, or use of the Services, or the giving of any other instruction will violate any law, rule, or regulation applicable to You;
- k. all money that You use and invest through the Crypto-Assets and Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority;

- l. You have not been placed on any of the sanctions lists, published and maintained by the United Nations, European Union, any EU state, UK, Treasury and US Office of Foreign Assets Control (OFAC);

- m. You are not a citizen or resident of, or located in, a geographic area that is subject to U.S., EU, OECD or other applicable sanctions or embargoes;

- n. You are not an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists, in particular the EU or OECD-sanction lists;

- o. You can distinguish between the Services and understand the underlying mechanisms;

- p. You have not and will not upload or transmit any malicious code to the Website, respectively to Our Marketplace or otherwise use any electronic device, software, algorithm, and/or dealing method or strategy that aims to manipulate any aspect of the Website, respectively to Our Marketplace or the Services;

- q. You will use the Services offered by Us pursuant to this Agreement honestly, fairly and in good faith;r. You acknowledge and accept that We are acting as an agent of the NFTs' sellers, on behalf of the sellers within the sale-purchase transactions of the NFTs, in case You use fiat payments for purchasing the NFTs;

- s. You will not send unwanted NFTs to other users of the Marketplace;

- t. Our Privacy Notice shall be applicable to your use of the Website;

u. Twispay Privacy and Cookie Policy shall be applicable to your use of Twispay services, in case You use fiat payments.

v. We do not guarantee in any way the completeness or accuracy of the information presented on the Website, respectively Our Marketplace or on www.twispay.com.

If you breach any warranty or representation made under this Agreement, we may suspend or terminate the provision of Services and prohibit your access to the Website, respectively Our Marketplace.

8.2. By using the Website, respectively Our Marketplace and by using crypto-assets to purchase, mint the NFTs You hereby acknowledge the followings:

- i) We do not facilitate the storage, the exchange from crypto to fiat or sending of fiat currencies in case You are using crypto-assets to purchase, mint the NFTs;
- ii) You will not give Us control or access to any of Your crypto-assets from Your crypto wallet, and your crypto-assets are not held in Our Marketplace, but are on the blockchain and "seen" through Our Marketplace, and We do not control the blockchain or your crypto-assets (including tokens, cryptocurrencies);
- iii) We do not collect or hold Your private keys, and We cannot access accounts, recover keys, passwords, or other information;
- iv) We cannot reset passwords or reverse transactions in case You are using crypto-assets to purchase, mint the NFTs;
- v) You must maintain the security and confidentiality of Your private keys, recovery keys, passwords;

- vi) You are solely responsible for Your use of the Services, including, without limitation, for storing, backing up, and maintaining the confidentiality of your keys, passwords, and information, and for the security of any transactions you perform using the Services. In this respect, You expressly hereby relieve and release Us from any and all liability and/or loss arising from Your use of the Services in case You are using crypto-assets to purchase, mint the NFTs;

- vii) interacting with crypto-assets involve risks, including the risk of loss of some or all crypto-assets. Losses are not insured, and You assume full responsibility for all losses. You are advised to exercise caution, conduct research, and not to transact more than you can afford to lose;

8.3. Additional acknowledgments

We do not intend and We do not provide any investment or financial advice or recommendations whatsoever. In this respect, We cannot provide You with any investment, legal, financial, taxation or other advice in connection with your financial or investment decisions.

Nothing on the Website, respectively Our Marketplace or in any communications (including the marketing communications) which We are sending to You is intended to represent an investment or financial advice or a recommendation in this respect.

You should conduct Your own research and due diligence investigation, to properly evaluate the benefits and risks of any investment or financial transaction performed on or in connection to Our Marketplace.

9. Access to the Website and the Services

Access to the Website and the Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express, implied or statutory.

We do not promise or guarantee that:

- a. access to our Website, any part of the Services, our Terms and other information provided by Us on the Website or any part of our Services will be continuous, uninterrupted, timely, or error-free or omissions-free;
- b. the Services will be always available;
- c. Twispay services will be always available;
- d. the Website, respectively Our Marketplace, or any content on it, will always be available or uninterrupted (from time to time, access may be interrupted, suspended or restricted, as indicated below or due to the fact that We are carrying out planned maintenance);
- e. the Website, respectively Our Marketplace is free of viruses or errors, its content is accurate, that it will be uninterrupted, or that defects will be corrected;

We have the right to limit, on our sole discretion, the availability of the Website to any person, geographic area or jurisdiction and/or to prohibit Your access to and use of the Website, at any time.

We may suspend or disable Your access to the Website if We deem it reasonable to do so, including but not limited to the case that You breach these Terms or in case of legal restrictions (e.g. AML requirements and/or restrictions, suspicious incidents related to the Fiat payments if communicated to Us by Twispay).

We may remove or amend the content of the Website at any time. However, some of the content may be out of date at any given time and We are under no obligation to update it.

The access to the Website, respectively the Our Marketplace or any of its parts, may be interrupted, suspended or restricted, in certain cases, including but not limited to: a breach of these Terms by You, an error, unforeseen circumstances, planned maintenance, AML requirements and/or restrictions.

We are not liable to you where you suffer a loss, cost, or expense as a result of:

- a. any delay or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect your computer or other equipment, any cyber-attack or any phishing, spoofing or other attack;

- b. any loss caused by theft, robbery, burglary or other criminal taking if a computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system is used to perform such acts;
- c. the Website, respectively Our Marketplace, being unavailable at any time for any reason;
- d. any loss of any kind resulting from any communication failures, disruptions, errors, distortions or delays You may experience when using the Website, respectively Our Marketplace, regardless of how they are caused;
- e. any lost profits or damages that are caused by or are connected to unauthorized use of the Website, respectively Our Marketplace, or Services; and
- f. any loss of any kind, from action taken in reliance on material or information, contained on the Website, respectively Our Marketplace and/or on the blockchain systems.
- g. any loss of any kind resulting from any communication failures, disruptions, errors, distortions or delays You may experience when using Twispay services, regardless of how they are caused;
- h. any loss of any kind resulting from any rejection of cards or payments made by Twispay, regardless of their cause.

As a condition to accessing or using the Website, respectively Our Marketplace, You:

- a) will only use the Services and the Website, respectively Our Marketplace, for lawful purposes and in accordance with these Terms;
- b) will ensure that all information that you provide on the Website, respectively Our Marketplace, is current, complete and accurate;

- c) will maintain the security and confidentiality of access to Your crypto-assets wallet;
- d) shall comply with all applicable national and international laws, statutes, ordinances and regulations applicable to your use of the Website, respectively Our Marketplace and Twispay services;
- e) shall not breach any applicable legislation, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended;
- f) shall not use the Website, respectively Our Marketplace and Twispay services for any purpose that is unlawful;
- g) shall not export, reexport, or transfer, directly or indirectly, any Xoxno technology in violation of applicable export laws or regulations;
- h) shall not infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Website, respectively Our Marketplace;
- i) shall not misrepresent the truthfulness, sourcing or reliability of any content on the Website;
- j) shall not use the Website, respectively Our Marketplace, in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Website, respectively Our Marketplace, or that could damage, disable, overburden, or impair the functioning of the Website, respectively Our Marketplace, in any manner;

- k) shall not attempt to circumvent any content filtering techniques or security measures that We employ on the Website, respectively Our Marketplace, or attempt to access any service or area of the Website, respectively Our Marketplace, that You are not authorized to access;

- l) shall not use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Website, respectively Our Marketplace, to extract data;

- m) shall not introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Website, respectively Our Marketplace.

10. Content which you post on Our Media Communities

When you post content on the Our Social Media Communities, You:

- a. must not post any personal or security information about Yourself or about anyone else and you must not try to obtain the personal or security information of someone else;

- b. must make sure that all content You post belongs to You or that You have a right to post that information and that You do not violate the privacy rights, publicity rights, copyright, contract rights or any other rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any person or entity. You shall be liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any content that you post;

- c. must not post anything which is abusive, inciteful, defamatory, harassing, insulting, sexually explicit, offensive, racist, rude, hateful, threatening, violent, or illegal;

- d. must not provide investment advice, portfolio management services or any other type of service which requires you to be authorised by a regulator;
- e. must not post that Xoxno endorses or warrant your content;
- f. must not advertise or promote another business or service, or any type of commercial content including spam; and
- g. must not post content containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the users of the Website, respectively Our Marketplace;
- h. encourage or induce any third party to engage in any of the activities prohibited under these Terms.

We may review and monitor Your activity and posts on Our Social Media Communities. If You breach any of the above rules, We will record such breach and We will remove the post without communicating You. We may also block Your access to the Services or terminate our Agreement with You - We will communicate you when We will take such measures. We may also be required by applicable legislation to communicate to regulators or government authorities about a breach, and help them in any investigation about a breach.

By posting content on the Our Social Media Communities, on the Website respectively on Our Marketplace, You specifically grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate store, present and/or publish all or any part of your content, and We shall be free to use such content, in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to You, including without limitation, our Website, advertisements, in printed media, and in newspapers.

11. Intellectual Property Rights

11.1. Content included in the Website or made available through Our Marketplace and Services

All content included in the Website or made available through Our Marketplace and Services, including but not limited to all copyright, trademarks, patents, service

marks, domain names, trade names, rights in designs, software code, icons, logos, characters, layouts, rights in know-how, trade secrets, buttons, colour scheme, graphics and any other intellectual property rights ("IP") is the property of Xoxno Network SRL, its affiliates or its licensors and is protected by local and international intellectual property laws and treaties

You may not, without our prior written consent:

- a) modify, copy, display, distribute or commercially exploit any IP or materials (including text, video, audio or user interface design) in the content of any of the Services, including in Our Marketplace;
- b) remove any proprietary notices from any IP;
- c) attempt to derive any source code for Our Marketplace; and
- d) attempt to disable, bypass, modify, defeat, or otherwise circumvent any protection system applied to or used as part of the Services.

The use of the Services does not grant you any rights other than those granted to You under these Terms. Nothing contained on our Website or any communications to You shall be construed as granting, by implication or otherwise, any licence or right to use any IP without Our prior written consent.

If You create a hyperlink to one or more of our Website, the hyperlink and context in which it is used may not, without our prior written consent, suggest an endorsement, sponsorship or affiliation with Us, our affiliates or Services, and may not make use of any of our IP other than that contained within the text of the hyperlink.

You will not make use of our URL (or any other URL owned by us) on another website or digital platform without Our prior written consent.

You agree not to monitor, use or copy our web page without Our prior consent. Any unauthorised use or reproduction may be prosecuted.

11.2.Provisions applicable to the third parties- sellers of the NFTs on the Marketplace for which the price is paid by the buyers using crypto-assets

You, in your capacity of NFT's seller on the Marketplace, hereby represent and warrants that You and your NFTs do not breach any copyright, contract rights or any other intellectual property rights of any third party (person or entity) with respect to the design and underlying artwork related to the NFTs. You shall be liable towards Us for any damage resulting from any infringement or other breach of the copyright,

other intellectual property rights of any individual or entity, and for any other harm or losses in connection with the design and underlying artwork related to the NFTs incurred by Us. In this respect, You, in your capacity of NFT's seller on the Marketplace, hereby agree to indemnify and hold harmless Us against any and all claims and expenses, including attorneys' fees, arising out of any breach or alleged breach of such intellectual property rights in connection with the design and underlying artwork related to the NFTs.

In case of a third-party's notice, allegation, demand or claim addressed to Us with respect to any actual or alleged infringement/ breach of any intellectual property rights in connection with the design and underlying artwork related to the NFTs, We may notify You, in your capacity of NFT's seller on the Marketplace, about the third party's notice, allegation, demand or claim and We are entitled to request You to support the attorneys' fees for responding to the third party's notice, demand, the allegation as well as any expenses (including attorneys' fees) incurred by Us in case that lawsuits are initiated against Us.

You hereby grant Us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to the underlying artwork related to the NFTs, any digital file containing such underlying artwork, art, or other material linked to or associated with any NFTs, any text, materials, images, files, that You submit or post on or through the Marketplace.

You hereby represent and warrant that You have, or have obtained, all rights, licenses, consents, permissions, power and authority necessary to grant the rights mentioned herein for the content above-mentioned, as well as to grant Us the license described above, and that the content and the license above-mentioned do not breach any laws.

We shall not be liable for any breach of any intellectual property rights in connection with any NFT and its underlying artwork displayed by Us on Our Website, including Our Marketplace, irrespective if such NFT is displayed based on its owner's request to Us or by Us for increasing the awareness related to the NFTs.

11.3. Provisions applicable to Us acting as an agent of the NFTs'sellers, on behalf of the sellers of the NFTs for which the price is paid by the buyers with cards using fiat currencies

Please note that in case We are acting as an agent of the NFTs'seller, on behalf of the seller of the NFT for which the price is paid with the card using fiat currencies, the ownership title over the NFT is transferred to the buyer, but not over the creative artwork itself.

In addition, in case the third party for whom We are acting as an agent has breached any intellectual property (including but not limited to any copyright) with respect to the design and underlying artwork related to the NFTs, We shall not be liable for such breach.

The buyer will own a non-fungible token (NFT), but the buyer will not own the creative artwork itself. The buyer may show off his ownership of NFT/s by displaying it, but the buyer does not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the underlying artwork.

12. Risks

You acknowledge that the Website and Your use of Our Marketplace involve certain risks, including without limitation the following risks:

- a) Crypto-assets (including NFTs) are an extremely high-risk digital assets, with high volatility; Crypto-assets are not appropriate for all investors. You should not deal in Crypto-assets (including NFTs) unless You have the necessary knowledge and expertise, and understand these digital assets' characteristics and your exposure to risk.
- b) Crypto-assets should be seen as high-risk digital assets and You should never invest funds that You cannot afford to lose;
- c) Any smart contracts you interact with are entirely your own responsibility and liability, and We are not party to the smart contracts;
- d) NFTs and Crypto-Assets may involve certain risks, including, but not limited to: the risks related to the malfunction of the hardware, software and Internet connections, the risk of malicious software;
- e) The prices of NFTs can be extremely volatile and subjective. Please note that the prices of the Crypto-Assets (including NFTs) are volatile and the variations in the price of other Crypto- Assets could materially and adversely affect the value of any NFTs you might have, as well as there is no guarantee that the NFTs will have or retain any value;
- f) the NFTs are not securities or any other financial instruments;

g) the commercial or market value of NFTs may materially decrease in value as a result of a variety of factors.

You accept and acknowledge that We will not be responsible for the risks of engaging in any transactions relating to your NFTs with third parties.

You accept and acknowledge that We will not be responsible for any loss of access to your crypto-assets and/or NFTs due to loss of your private key(s), custodial error or purchaser error, hacking, security weaknesses, fraud, counterfeiting, cyberattacks and other technological difficulties.

Taking into consideration the above-mentioned, You hereby agree that:

- a) You assume all risk in connection with Your access and use of the Website, Our Marketplace and the smart contracts;

- b) You expressly waive and release Us from any and all liability, claims, causes of action, or damages arising from or in any way related to Your use of the Website, Our Marketplace or the smart contracts.

You acknowledge and agree that We will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Elrond blockchain, however caused.

No recommendation is made herein as to the advisability of purchasing crypto-assets.

13. Third-Party Links

The Website may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for Your information and convenience only. We have no control over third party websites and We have no legal responsibility for any content, material or information contained in them.

The display of any hyperlink and reference to any third-party website does not mean that We endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

14. Privacy Policy

We may record and collect information about You. You can find more information about how We will you process your personal information in our Privacy Policy.

15. Disclaimers

We do not guarantee that the Website, respectively Our Marketplace will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes in order to access the Website. You should use your own virus protection software.

The content and materials available on the Website, respectively Our Marketplace are for informational purposes only and is not intended to address your particular requirements.

In particular, the content and materials available on the Website does not constitute any form of investment advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell or any other financial services and is not intended to be relied upon by you in making any specific investment or other decisions.

Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general market commentary, and do not constitute investment advice. We shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided.

Nothing included in the Website constitutes an offer or solicitation to sell, or distribution of, investments and related services to anyone in any jurisdiction.

From time to time, reference may be made to data we have gathered. These references may be selective or, may be partial. As markets change continuously, previously published information and data may not be current and should not be relied upon.

For avoidance of any doubts, any representation or other affirmation of fact, including statements regarding capacity, suitability for use or performance of the Website, respectively Our Marketplace, or the content presented on, or through Our Marketplace, whether or not or supposed to be made by any of our directors, officers, employees, collaborators, which is not expressly contained in these Terms, shall not be considered to be a warranty by the involved persons for any purpose, or give rise to any liability of our employees, officers, directors and collaborators whatsoever.

16 Limitation of liability

We shall not be liable for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential or special damages arising from Your use of the Website, respectively Our Marketplace or any information contained in it. You are using the Website, respectively Our Marketplace, at Your own risk.

We (including our affiliates, officers, directors, employees and collaborators, Twispay), shall not be liable to You for any direct, indirect, consequential loss, damage, cost or expense (including legal costs), loss of profit, loss of business, loss of reputation, damage or corruption of data or any similar damage or loss costs, expenses and payments, arising from, or in connection with the content, the use of or the inability to use the Website, respectively Our Marketplace or its features, or from any failure, error, or breakdown in the function of the Website, respectively Our Marketplace, or from any fault, or error made by our officers, directors, employees, directors and collaborators (including Twispay) or from your reliance on content available on the Website, respectively Our Marketplace, or from any communication with Us, or from any denial or cancelation of Your user account, or from retention, deletion, disclosure and any other use or loss of your content on the Website, respectively Our Marketplace.

We (including our affiliates) and Twispay shall not be liable for (i) the NFTs losing value or utility, having no value or utility, or any change in the value or utility of the NFTs, if the NFTs ever had value or utility; (ii) losses incurred by any person or entity in connection with the use or transfer of the NFTs, (iii) the inability of any holder of a NFT, or any other person or entity to use or access the Marketplace, Our Services and Twispay services, or (iv) if the Marketplace is hacked or otherwise infected with harmful code, any results of, or loss directly or indirectly caused by, such hacking or harmful code; (v) if You are a victim of any fraud from third parties in connection with your cards.

We shall not be responsible or liable to You for any losses, damages or claims arising from: (i) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped wallet addresses; (ii) server failure or data loss; (iii) blockchain networks, cryptocurrency wallets or corrupt files; (iv) unauthorized access to Services; or (v) any third party activities, including without limitation the use of viruses, phishing,

or other attacks.

17. Miscellaneous

We may perform any of Our obligations, and exercise any of the rights granted to us under these Terms, through a third-party. We may assign any or all our rights and obligations under these Terms to any third-party.

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by Us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms or otherwise.

If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Website is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between You and Us with respect to Your use of the Website, respectively Our Marketplace and the Services and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between You or Us.

Any dispute, controversy, or claim arising out of or in relation to these Terms, including the validity, invalidity, breach or termination thereof, shall be settled by the competent courts from Bucharest, Romania. The applicable law shall be Romanian law.

18. Contacting Us

Should You have any question about these Terms, or wish to contact Us for any reason whatsoever, please do so by sending us an email at _____