

# XOXNO Marketplace

## Terms of Use

Last revised: June 2024

### 1. Welcome to XOXNO!

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE XOXNO MARKETPLACE AND SERVICES

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

**Acceptance of Terms.** By accessing our Marketplace and using our Services, 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 Marketplace, a peer-to-peer online service enabling Collectors to acquire NFTs from Creators and other Collectors, acting solely as an intermediary by providing digital infrastructure to facilitate these transactions.

**Contact Us.** Should you have any queries regarding the Marketplace or our Services, please do not hesitate to contact us at [contact@xoxno.com](mailto: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. staking, launchpad, airdrops, etc).

**"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 Marketplace.

<b>“Cases of force majeure”</b>	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;
<b>“Collector”</b>	refers to any individual or entity purchasing NFTs on the Initial Market and/or engaging in the buying and selling of NFTs on the Resell Market
<b>“Creator”</b>	denotes any individual or entity presumed to be the rightful holder of the Metadata Rights associated with a specific NFT Collection.
<b>“Crypto - asset”</b>	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;
<b>“Electronic Wallet”</b>	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.
<b>“Gas Fee”</b>	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.
<b>“Initial Market”</b>	designates the initial sale of NFT Collections on the Marketplace, where Creators directly sell NFTs to Collectors.
<b>“Launchpad”</b>	refers to a feature on the Website that serves as a platform for launching and promoting NFT projects. It provides Creators with the opportunity to introduce their NFT collections to the market and facilitates Collectors in acquiring these NFTs through various means such as sales, auctions, or other distribution methods.
<b>“Marketplace”</b>	refers to the digital marketplace, encompassing all its functionalities accessible via the Website.
<b>“Metadata”</b>	means the descriptive information associated with an NFT, including but not limited to textual descriptions, images, visual elements, and other attributes, providing context and enhancing understanding of the content – e.g. utilities, usage restrictions, etc.
<b>“Metadata Rights”</b>	pertains to legal entitlements associated with metadata, including image rights, copyrights, and other intellectual property rights, governing ownership, usage, and protection of the metadata content.
<b>“NFT”</b>	refers to a unique digital asset stored on a Blockchain, representing ownership of a specific item or piece of content.
<b>“NFT Collection”</b>	designates a set of NFTs belonging to a single collection,

characterized by common attributes or released by a Creator in using the Marketplace.

<b>“Private Key”</b>	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.
<b>“Public Address”</b>	means the sequence of characters (letters and numbers) that identifies an Electronic Wallet;
<b>“Recovery Phrase”</b>	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.
<b>“Resell Market”</b>	denotes the secondary sales of NFT Collections taking place on the Marketplace, wherein NFTs are bought and sold among Collectors.
<b>“Royalty”</b>	refers to a percentage of the sale price of an NFT that is paid to the Creator or rights holder each time the NFT is sold or transferred to a new owner via the Marketplace.
<b>“XOXNO”</b>	it is a reference to XOXNO NETWORK S.R.L, a Romanian limited liability company headquartered at Bacau, 137 Bucegi Street, Entrance A, Ap. 34, registered under no 45295203 with Bacau Trade Registry.
<b>“Services”</b>	refers to the intermediary services offered via the Marketplace to meet the distinct needs of both Creators and Collectors;
<b>“Users”</b>	refers to the Collectors and the Creators.
<b>“Website”</b>	means the website <a href="http://www.xoxno.com">www.xoxno.com</a> and its subdomains.

#### **4. Pre - contractual Details. Cautionary Advice.**

##### *4.1. Pre – contractual details*

**No Involvement.** Given the peer-to-peer structure of the Marketplace, it is clarified that these Terms do not regulate any contractual relationships that may emerge between Collectors or between Collectors and Creators. Thus, XOXNO’s involvement is solely limited to operating the Marketplace and providing the associated Services.

**Eligibility.** All Services are 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 Marketplace, Website or provided through other relevant means of communication by XOXNO or the Users.

##### *4.2. NFTs characteristics and risks*

**NFTs Characteristics.** NFTs serve as digital certificates of ownership for associated Metadata and other data. The rarity, ownership, and traceability of an NFT are ensured by the underlying token based on the Blockchain technology, which differs from the Metadata itself.

**No Transfer of Metadata Rights.** Unless explicitly indicated otherwise by Creators through any means, the acquisition of an NFT does not automatically entail the purchase of or transfer of ownership over any Metadata Rights, a fact acknowledged and accepted by Collectors

**Risks of Loss.** All Users must understand and accept the risks of using Crypto-assets, NFTs, and similar digital assets. These risks include price fluctuations, where the value of NFTs or other Crypto-assets in the market can change drastically every second, potentially resulting in the partial or total loss of funds.

**Utility of the NFTs.** It is important to note that any utilities and/or features of the NFTs included in any NFT Collection shall be subject to specific terms and conditions as defined by the Creators, if any. Collectors are hereby advised to carefully observe and adhere to the specific terms and conditions applicable to the NFT Collections.

#### 4.3. *Good knowledge of the Blockchain technology*

**Blockchain Knowledge.** Accessing the Marketplace, the related Services, and engaging in NFT transactions require a thorough grasp of Blockchain technologies, 'non-custodial' Electronic Wallets, and a solid understanding of the NFT market.

**Decentralized Networks.** Users acknowledge that Crypto-assets operate within decentralized networks without intermediaries and lack the status of legal tender, unlike currencies issued by central banks. The legal framework governing Crypto-assets and NFTs varies based on the jurisdiction in which Users reside, and Crypto-assets and NFTs may be prohibited or subject to regulatory frameworks that could substantially diminish or completely devalue them.

**No Value Warranty.** Users are further informed that Crypto-assets and NFTs 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 or NFTs.

**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 Marketplace and using the Services.

## 5. **Access to Services**

### 5.1. *Services offered by XOXNO to the Users*

**Services.** The Services facilitate User interaction, allowing them to engage in activities such as bidding on, purchasing, trading, and selling NFTs. Users understand that they acquire NFTs directly from other Users, not from XOXNO, unless specified otherwise on the Marketplace, namely (a) from Creators on the Initial Market and (b) from other Collectors on the Retail Market.

**Services Fees.** Transactions conducted on the Marketplace may incur fees collected by XOXNO to sustain Creators and the Marketplace, as outlined on the Website or detailed within these Terms. Each User additionally commits to covering any other fees, encompassing Gas Fees and hosting charges, and grants authorization for XOXNO to automatically charge such fees or deduct them directly from funds (i) remitted by Collectors as purchase price or (ii) received by Creators or other Collectors on the Retail Market as purchase price, at our discretion.

**Special Conditions.** To use our Services, simply connect a compatible Electronic Wallet to our supported bridge extensions. This enables you to buy, store, and trade NFTs seamlessly both on the Initial Market and on the Retail Market.

While XOXNO provides a marketplace for NFTs, it does not participate whatsoever in the buying, selling, or storage of any NFTs, nor does it act as an agent or custodian for Users. Instead, each NFT listed for sale is secured within a blockchain-based smart contract deployed by XOXNO, ensuring verification of ownership by its seller. Upon completion of a sale, the NFT is

automatically released via the relevant Blockchain network. All buying or selling of NFTs takes place directly through the associated Blockchain network, with payments exclusively made or received through Users' connected Electronic Wallets on the Marketplace. XOXNO assumes no liability for these transactions, including any associated Royalties on the Initial or Retail Market, which may be automatically executed via blockchain protocols.

**Purchase Terms.** While the terms of sale for an NFT are presented on the Marketplace, they are established solely by Users, and the sale and purchase of NFTs are governed by these terms, encompassing factors such as the NFT price. XOXNO is not a party to these purchase arrangements, which exclusively involve Users, and bears no responsibility for ensuring compliance with such terms or intervening in any disputes arising from the purchase, including disputes regarding NFT authenticity or Metadata Rights. Users are solely accountable for negotiating, agreeing to, and enforcing purchase terms, as well as resolving any associated disputes, including breaches thereof.

**Launchpad Terms.** The Users acknowledge that the NFT Launchpad feature available on the Website shall be subject to Additional Terms, which may include specific rules, guidelines, or conditions governing the submission, promotion, and sale of NFT projects.

**Taxes.** Both Creators and Collectors 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 transactions on the Marketplace. XOXNO bears no responsibility for ensuring compliance with tax obligations and disclaims any liability arising from the failure of Creators or Collectors to fulfill their tax obligations.

**Marketplace Governance.** XOXNO reserves the right to amend, update, or remove NFT Collections and associated content from the Marketplace at its discretion, without prior notice. XOXNO may also update these Terms and Users are encouraged to review them regularly.

## 5.2. *Rules applicable for Creators*

**NFT Collection Publication.** Creators are authorized to publish NFT Collections on the Marketplace, subject to compliance with the Marketplace rules, guidelines, Terms and Applicable Laws.

**Prerequisites.** To fully access and use the Marketplace, before the publication of an NFT Collection, each Creator must possess (i) a compatible non – custodial Electronic Wallet as specified on the Marketplace, (ii) obtain prior approval from XOXNO and (iii) fully comply with these Terms.

**No Securities.** The Creators expressly undertake not to create, produce, or publish any NFT Collection that might be interpreted, under the Applicable Laws, including the legislative frameworks of European jurisdictions and other significant territories such as the U.S., UAE, UK, among others, as constituting financial instruments. This commitment extends to ensuring that the NFTs within the collection do not confer ownership rights resembling securities or other financial assets, nor grant holders privileges akin to those associated with traditional investment instruments.

**Content.** Creators retain full ownership of all rights, including Metadata Rights, their name, logos, trademarks, and associated intellectual property rights in relation to the NFT Collection or other materials published on the Marketplace ("**Content**"). However, they grant XOXNO a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up license, with the right to sublicense, to utilize the Content for fulfilling XOXNO's obligations under these Terms. This includes hosting the Content, NFT Collections, and listings, marketing and facilitating NFT sales, as well as promoting XOXNO's Services.

**Sale Parameters.** Creators are responsible for accurately setting the sale parameters and for publishing the relevant information regarding each NFT Collection for the Collectors to

determine the main characteristics and details of the collection, including the name, any NFT utilities - if applicable, etc.

**Royalties.** As a Creator, you may receive a percentage of the purchase price in subsequent sales of your NFT by other Collectors, as set out during the publication of the NFT Collection on the Marketplace

**Compliance.** Creators must ensure that their NFT Collections adhere to all legal and regulatory requirements, including but not limited to copyright, anti-money laundering (AML) and know-your-customer (KYC) regulations, if applicable.

**Fee Payment.** Creators are required to pay any applicable fees associated with NFT Collection publication, including fees charged by XOXNO, Gas Fees, etc.

### 5.3. *Rules applicable for Collectors*

**Prerequisites.** To fully access and use the Marketplace, each Collector must possess (i) a compatible non – custodial Electronic Wallet as specified on the Marketplace, (ii) funds in relevant Crypto – assets to pay the price of NFTs and (iii) fully comply with these Terms.

**Information Observation.** Collectors are advised to carefully observe and review all information provided for each NFT Collection on the Marketplace, including project details, NFT utilities, and associated risks.

**Independent Research.** Collectors are encouraged to conduct their own research and due diligence before participating in any NFT Collections or other NFT transactions listed on the Marketplace, including evaluating NFT project fundamentals, team expertise, and market potential, NFT utilities, etc.

**Fee Payment.** Collectors are responsible for paying any fees charged by XOXNO associated with participation in any NFT purchase or sale on the Marketplace, including price for NFT purchases, Gas Fees, Royalties and any other applicable charges.

### 5.4. *Chat Feature on the Marketplace*

5.5. **Chat Feature.** The Marketplace offers a chat feature that allows Users to message each other directly or join community chats deployed by Creators for their NFT Collections. This feature enables seamless communication and engagement within the community, fostering collaboration and interaction among Users and Creators. Whether discussing specific NFTs, seeking support, or sharing insights, the chat feature enhances the overall user experience by providing a dynamic platform for real-time communication and community building within the Marketplace.

5.6. **Rules and Guidelines.** While using the chat feature, each User must adhere and comply with the following rules and guidelines:

5.6.1. **Respectful Communication:** Users must communicate respectfully and courteously. Harassment, abusive language, and discrimination are strictly prohibited.

5.6.2. **Relevant Content:** Messages should be relevant to the topic or NFT Collection. Spam, irrelevant links, and off-topic discussions are not allowed.

5.6.3. **No Unauthorized Promotions:** Users may not use the chat feature to promote external products, services, or websites without explicit permission from XOXNO or the chat moderator.

5.6.4. **Privacy Respect:** Do not share personal information or solicit personal information from other Users. Respect the privacy of all community members.

5.6.5. **Follow Creator Guidelines:** Adhere to any additional rules set by Creators for their community chats. These may include specific topics, language guidelines, or participation requirements.

5.6.6. **Report Inappropriate Behavior:** Users should report any inappropriate behavior or content to XOXNO moderators for review and action.

5.6.7. **Compliance with Terms:** All interactions must comply with the XOXNO Terms and Conditions and Privacy Policy.

## 6. Assumption of Risks

**Investment Advice.** The information provided on the Marketplace, including NFT Collection details, XOXNO Token, and associated risks, is for informational purposes only. It should not be construed as investment advice, and Users are encouraged to conduct their own research and due diligence before participating in any transactions within the Marketplace.

**No Endorsement.** XOXNO does not endorse or guarantee the performance, success, or value of any NFT Collections listed on the Marketplace. The inclusion of an NFT Collection on the Marketplace does not constitute an endorsement or recommendation by XOXNO, as Users participate in the Initial and Retail Markets at their own risk.

**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.

**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 NFTs and 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 Services, regardless of the cause.

## 7. Prohibition of Use and Commitments

Depending on your country of residence, incorporation, or registered office, you may not be able to access or use any of the Services. 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 Services.

As a Creator or Collector, you represent and warrant that you have not been included (directly/indirectly) and have 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 provision of Services in certain countries or regions.

## **8. Technical Partners and Providers and Third Parties**

Services may occasionally be accessed through separate third-party websites or Marketplace, in which case those platform's own policies, limitations, and terms & conditions will fully apply to those services.

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 Services or the NFTs, even those services promoted or displayed on the Marketplace.

## **9. Campaigns**

We may propose or accept to organize different Campaigns for different purposes, such as marketing Campaigns (Giveaways, Airdrops, Bounty) or economic Campaigns for supporting certain NFT Collections.

Campaigns may be directly organized through the Marketplace, where those Terms and other Additional Terms will be applicable, or through third party's services, where the Campaigns will be fully governed by their terms & conditions.

We are not responsible to any advertising campaigns which is not directly and fully conducted by us, even if those advertising campaigns are displayed on the Marketplace or can be accessed through external links/hyperlinks available in the Marketplace.

## **10. Identification**

While using the Marketplace and any dedicated Services therein, in order to comply with the mandatory law provisions, we may require the Users to prove their identity by providing the personal information or documents such as, but not limited to national ID, passport, driving license, live video, proof of funds, proof of residence (utility bill) and so on.

When applicable, all personal data will be collected, used, and shared in accordance with the Privacy Policy displayed in the corresponding section of the Marketplace.

Pursuant to the provisions of our terms of service, we reserve the right to deny access to the Services, in the event of non-compliance with our identification verifications and source of funds verification protocols. Furthermore, in the event that such non-compliance is discovered during the course of our due diligence procedures, we reserve the right to temporarily suspend access to the Services, until such time as the requisite information is provided and has been deemed sufficient to satisfy our know-your-customer and anti-money laundering compliance requirements.

If there are any grounds for believing that any of the information you provided is incorrect, false, outdated, or incomplete, we will send you a notice to demand correction, directly delete the relevant information, and, as the case may be, terminate all or part of the Services we provide for you, including the services provided within the Marketplace. If we are unable to reach you with the contact information you provided, you shall be fully liable for any loss or expense caused to us during your use of its services.

## **11. No Access or Control Over Electronic Wallets**

XOXNO at no point has access to or control over any Electronic Wallets used to connect to the Marketplace. 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 Marketplace, 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 XOXNO Marketplace.

## **12. Restrictions**

During the use of our Services, 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 Services;
- 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 Marketplace/Services (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 Services, 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;
- place misleading bids or offers.

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 removal of the relevant NFT Collection;
- 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.

## **13. 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 Services, Marketplace, NFTs, (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 Services.

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.

#### **14. 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 TOKENS OR CONTENT LINKED FROM THE SERVICES, THE SUPPORT WE PROVIDE FOR THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, THE SECURITY OF THE SERVICES, OR THE SERVICES' 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 TOKENS (INCLUDING THEIR VALUE), THE SERVICES, 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 NFTS, THE SERVICES, 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.

#### **15. 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 Services, the NFTs, 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 or access to the Services, including, but not limited to:

- (i) the deletion of, alteration of, mis-delivery of or failure of the NFTs and/or the Crypto - assets to other Electronic Wallets while using the Services;
- (ii) downloading or sharing of information, including personal information, during the use of our Services;
- (iii) the unauthorized access to your Electronic Wallet/s;

- (iv) services provided by third parties in connection with the NFT Collections or certain NFTs;
- (v) your dealings with or participation in promotional campaigns of third - parties found while using our Services.

The Users recognize that XOXNO operates solely as an intermediary facilitating the interaction between Creators and Collectors for the publication and participation in the NFT Collections. XOXNO does not create, endorse, or control the content of NFT Collections listed on the Marketplace, nor does it provide investment advice or guarantee any performance or NFT value.

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 Marketplace.

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 Services, NFT Collections and/or the trading of NFTs.

#### **16. 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 Marketplace and modifying the [Last revised] date displayed on this page.

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

It is your responsibility to review the amended Terms. Your continued use of the Services 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.

#### **17. We may transfer this agreement to someone else**

The transfer of rights and obligations arising from these Terms and / or the use of the Marketplace 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.

#### **18. Which country's laws apply to any disputes?**

The relationship between the Users and us and any disputes arising from the use of the Marketplace and/or its Services 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.