

Scope of the service

10101.art is managed by 10101 MARKETPLACE LTD, a company having registered number 237422 and registered address at Suite 1, Second Floor, Sound & Vision House, Francis Rachel, Str., Victoria, Mahe, Seychelles (the "Service", "Platform", "Marketplace") is an online Platform that allows registered users (the "User") to purchase, collect and exchange art pieces (the "Collectible") and the corresponding blockchain-based token ("NFT", "token"). The Service is available at <https://10101.art> (the "Website") and allows users to buy, transfer, sell or exchange artifacts both within the Service and from third parties.

The Company 10101 MARKETPLACE - FZCO (referred to as "us" or "we") is the owner and operator of the Marketplace and maintains the <https://10101.art> Website. The following are the terms and conditions of use ("Terms and Conditions", T&Cs) that govern use of the Service offered on the Website. By using the Service you expressly agree to be bound by these Terms and Conditions, The Co-ownership agreement, and our Privacy Policy and to follow these Terms and Conditions and all applicable laws and regulations governing use of the Service.

The NFTs are unique and non-fungible crypto-assets that can be traded on the marketplace and be accumulated speculatively, they are not readily interchangeable and the relative value of one such crypto-asset in relation to another, each being unique, cannot be ascertained by means of comparison to an existing market or equivalent asset. Such features limit the extent to which those crypto-assets can have a financial use, thus limiting risks to holders and the financial system. Due to the unique feature of NFTs, the collectibles are excluded from financial instruments regulations and are not considered as security neither the investment instrument.

We reserve the right to change the Terms and Conditions at any time. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited, posting the revised Terms and Conditions on this page. You acknowledge and agree that it is your responsibility to review the Terms and Conditions periodically, and to be aware of any modifications. Your continued use of the Service after such modifications will constitute your acknowledgment of the

modified Terms and Conditions and agreement to abide by and be bound by the modified Terms and Conditions.

By accessing this Website we assume you accept these terms and conditions in full. Do not continue to use Marketplace's Website if you do not accept all of the terms and conditions stated on this page. The following terminology applies to these Terms and Conditions and any or all Agreements: "Client", "User" "You" and "Your" refers to you, the person accessing this Website and accepting the T&Cs. "The Company", "Marketplace", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal communication of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing law of England and Wales. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

For more information, Users are invited to consult the FAQ (<https://10101.art>) where all information relating to the Service and answers to questions frequently asked by Users are available for viewing.

These T&Cs apply, without restriction or reservation, to any use of the Services offered by the Service to consumers and non-professional Users on its Website. At the time the User decides to use Marketplace, they fully and unconditionally accept these T&Cs.

In the case of using any of the services offered by Service, including the purchase of Collectibles the User acknowledges that they has the capacity to contract and to subscribe to the Service, according to the laws of their country, and declares that they has read and accepted the T&Cs, accepted T&Cs without any restriction or reservation of these T&Cs.

Unless proven otherwise, the data recorded in the Ethereum blockchain constitutes proof of all transactions concluded by the User and the Service via the Website.

Third-Party Sites and Products

We may include links to third-party sites or services, or information about third-party products or services. You should review the terms of use and

privacy policies of all sites and services that you link to from, or are referred to by, our Service. We do not endorse or take responsibility for these third-party offerings, whose service terms and policies may differ from ours. We do not vet or take responsibility for third-party sites, services, or products or the postings or communications of other users. Even if any of these third parties is introduced as, or refers to itself as, a partner or sponsored service, Marketplace has no responsibility or liability for their conduct, products, or services.

Accessing the Service

Like much of web3, your blockchain address functions as your identity on the Marketplace. Accordingly, you will need a blockchain address and a third-party Wallet to access the Service. Your account on the service ("Account") will be associated with your blockchain address.

Your Account on Marketplace will be associated with your linked blockchain address and display the NFTs for that blockchain address (the "Wallet") (and, if applicable, any content associated with such NFTs). By using your Wallet in connection with the Service, you agree that you are using that Wallet under the terms and conditions of the applicable provider of the Wallet. Wallets are not operated by, maintained by, or affiliated with Marketplace, and Marketplace does not have custody or control over the contents of your Wallet and has no ability to retrieve or transfer its contents. Marketplace accepts no responsibility for, or liability to you, in connection with your use of a Wallet and makes no representations or warranties regarding how the Service will operate with any specific Wallet. You are solely responsible for keeping your Wallet secure and you should never share your Wallet credentials or seed phrase with anyone. If you discover an issue related to your Wallet, please contact your Wallet provider. Likewise, you are solely responsible for your Account and any associated Wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or Wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account.

Marketplace may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these T&Cs. In such cases, Marketplace, in

its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by Marketplace. If you do not provide complete and accurate information in response to such a request, Marketplace may refuse to restore your access to the Service.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that Marketplace, in its sole discretion, may elect to take.

We require all users to be at least 18 years old. If you are at least 13 years old but under 18 years old, you may only use Marketplace through a parent or guardian's Account and with their approval and oversight. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old.

You authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or to protect you and us against fraud or financial crime, and to take action we reasonably deem necessary based on the results of inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full.

Deletion

The operating conditions of the User's Wallet are governed by the service that provided the Wallet.

Wallet

The Service provides each User with the ability to connect an external Wallet to ensure the conservation and the use of the Collectible and cryptocurrency within the Service.

Users are free to use the Wallet to execute transactions within the Service. They may credit or debit the Wallet with his/her own cryptocurrency and Collectibles at any point in time, within the limits defined by the Service.

The Service should not be held liable for any technical default, hacking or loss of the data stored on the Wallet.

By using the Service to enquiry about or buy online, User agrees to be bound by these Conditions. The Company is not responsible for the accuracy of any Art Object displayed on the Website and disclaims all liability in this regard. The quality of the published images, illustrations and videos, including color variation, as shown on the Website will depend on many factors, including User's display settings and software.

Operation of the Platform

10101.art provides you with the ability to sell, buy, bid, collect, exchange, display and otherwise transact certain digital media and works of art including real world art objects ("NFT") that can be represented as non-fungible tokens on blockchain. We facilitate transactions between an NFT buyer and seller on the secondary market, , as well as the ability to purchase NFT of Platforms collections. We collect revenue on the Marketplace in the form of transaction fees and other applicable fees, which we display when you interact with the Marketplace, as well as the full cost of the initial sale. The Company reserves the right to make the final decisions on any disputes arising from purchases through the Marketplace, including in connection with any auctions or other purchase methods.

MARKETPLACE

Marketplace publishes online and offers on sale tokens issued/owned by international third-party suppliers (such as art galleries, art collectors, foundations etc.). Marketplace obtains rights in respect of reproduction and resale rights. The curatorial team selects the Art Object to be sold after due diligence, checking they respect the market and aesthetic criteria, in addition to provenance and originality requirements. Once the Art Object has been selected, it will be split into tokens and each token will be associated with a smart contract in the form of NFT, using the Ethereum blockchain.

The purchase

Users may purchase tokens listed on the Website directly online. User acknowledges that prices may include VAT, if any, for which User is responsible. Users are able to pay using cryptocurrencies.

The user's order to purchase tokens published on the Website constitutes a mere offer to purchase. The User interested in the purchase of tokens displayed on the Marketplace Website, accepts the Terms of sale and the Co-ownership agreement related to a particular Art Object. The purchase of tokens published on the Website are subject to the condition that the payment has been received. Conclusion of Sales contracts between the User and the third party supplier requires the User to open a Wallet on the Marketplace's Website and the selection of the tokens(s) that the User wishes to purchase and the submission of the format for the purchase order by clicking on "Buy" page on the Website. After sending the purchase order and confirming it in the User Wallet, the User will receive the token(s), in the form of NFT, certifying ownership, in the User address in blockchain from what the payment was made and shown on the page 'My Collection' on the Website.

The enquiry is considered successful if: i) the entire purchase procedure has been duly completed without any error messages from the Website or in a Wallet; ii) the User has received the NFT (s) attesting ownership shown in their address in blockchain.

All details of the purchase order are available also on the User's Account.

The user is responsible for reviewing all relevant information available on the Service before buying any token.

To complete the purchase, the User must click "Buy"; the wallet will needed to be opened from which the User can complete the purchase, after having attentively verified the information in the Terms of sale and in the Co-ownership agreement, where the information regarding the co-ownership is detailed. The User may be asked to fill a registration form before proceeding to the payment. All the information provided will be stored and used as specified in Marketplace's Privacy policy. After sending the purchase order, the User will receive the token(s) in the form of NFT shown in their Wallet, where the metadata (contract, etc) connected to the Art Object can be found. Co-ownership agreement, certificate of authenticity can be found in the User Account on the Website. The order is placed by the confirmation of the same, and is subject to payment of the price, taxes and eventual further payment fees.

The electronic submission of the offer to purchase creates for the User the agreement to pay the price specified therein.

Cancellation of orders

Marketplace reserves the right to cancel any order for a token placed via the Website and Services if Marketplace determines, in their sole discretion, that the item is mispriced, out of stock, discontinued, or otherwise unavailable at the price listed via the Website and Service. If Marketplace cancels an order placed via the Website, Marketplace will inform a User via available methods including Website social media.

Users rights of withdrawal

Because the purchase is blockchain-linked and authenticated by an NFT smart contract, users cannot cancel the purchase after the payment has been sent.

Marketplace liability

Marketplace won't be responsible to Users or third parties for any loss of profit, revenue, anticipated savings, business, or other intangible losses, or any other indirect, incidental, exemplary, punitive, special or consequential damages, arising out of or in connection with: i) these Terms and Conditions; ii) the Service provided by Marketplace; iii) the use of or inability to use the Service.

Marketplace will not be responsible for incomplete, incorrect or inaccurate data or information published on the Website as well as for any technical fault or manifest error. Marketplace won't be either responsible for any information or data independently acquired by the User from the third-party suppliers. Please note that, when Marketplace contacts the third-party supplier about a purchase enquiry, Marketplace has no liability in case the requested Art Object is no more available at the time of the enquiry. Marketplace is not liable for the art certificates or any other document attached to the Art Object.

Furthermore, the third-party supplier is solely responsible to provide the User with the certificate that proves the authenticity of the art piece/s bought by

the User and/or any other equivalent document established by the applicable law.

Marketplace will not be responsible for any damage due to interruption of the Service provided through the Website and resulting from any malfunctions, breakdowns delays of access to the internet or defect in any reception equipment or line of communication not under Marketplace's control or due to software and tools used by the User who connects to the Website.

Prices and taxes

All prices are, unless stated otherwise, in USDT. The price payable by the User for the token(s) is the price given by the Website at the time the User places the purchase order and includes VAT, if applicable. Each party will be responsible for complying with any and all obligations imposed on it under applicable law with respect to the collection and payment of any Taxes. Each party will cooperate with the other party, and furnish the other party with any customary written documentation or forms required under applicable law to enable the other party to comply with such obligations or to exercise any rights available under applicable law to minimize or to qualify for an exemption from any such obligations. Users claiming exemption from any tax are responsible for providing proper documentation. Any delay in obtaining or failure to obtain any relevant documentation or a refund of any tax will not justify the cancellation of any sale or any delay in paying the Total Purchase Price by the Payment Deadline. Unless expressly otherwise indicated, all prices listed on the Services are exclusive of taxes, and applicable taxes may be collected from the User in addition to any listed price.

Refunds

All sales are final, and Marketplace does not offer any money-back guarantees. The User recognizes and agrees that they shall not be entitled to a refund for any purchase under any circumstances unless otherwise agreed by the parties.

Taxes

The Service draws the attention of the Users that receive cryptocurrencies in return for the sale of their Collectibles is likely to constitute an income subject to tax and social contributions.

It is the Users sole responsibility to declare the income from the Sales of their Collectible and to pay any applicable taxes to the competent Tax Administration.

The Service does not bear any responsibility for the User's failure to provide information necessary to comply with the tax or other legislation of the country of which the user is a resident.

Eligibility

Marketplace may restrict or limit the use of the Marketplace Platform or the Services in certain jurisdictions ("Restricted Jurisdictions").

You represent and warrant that you: (1) (if you are an individual) have legal capacity and are of legal age to form a binding contract and that you are at least 18 years old, (2) have not previously been rejected for an account or removed/suspended/restricted from using the Marketplace Platform or the Services, (3) are of sound mind and are capable of taking responsibility for your own actions and have full power and authority to enter into this agreement, (4) are not violating any other agreement to which you are a party in entering in this agreement, (5) you are not a resident or citizen of any Restricted Jurisdiction, (6) all the information you provide to us are accurate, up to date and not misleading and that you will notify us of any changes to any information you have provided (7) any money that you use through the Marketplace Platform or the Services do not originate from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant jurisdiction, (8) will not use the Marketplace Platform or the Services if any applicable laws in your country prohibit you from doing so and that your use of the Marketplace Platform or the Services do not violate any laws or regulations of any jurisdiction that applies to you.

In addition, if you are acting on behalf of a legal entity, you further represent and warrant that (1) such legal entity is duly incorporated and validly existing under the applicable laws of the jurisdiction of its incorporation, and (2) you are duly authorized by such legal entity to act on its behalf.

You expressly agree not to engage with entities or persons identified on, or owned or controlled by entities or persons identified on, any applicable governmental list of denied or restricted parties, including but not limited to the EU Consolidated List of Designated Parties, maintained by the European Union; the Consolidated List of Assets Freeze Targets, maintained by HM Treasury (U.K.); the UN Consolidated List, maintained by the UN Security Council Committee; and the various restricted-party lists and measures maintained by the U.S. Departments of Commerce, State and Treasury, including the List of Specially Designated Nationals and Blocked Persons, the Denied person List, the Unverified List, the Entity List, the Debarred List, and the non-proliferation sanctions lists (collectively, "Lists of Restricted Parties"). It is your responsibility to ensure that you are not engaging with entities or persons subject to trade restrictions and make routine checks of the updated Lists of Restricted Parties

Marketplace's Limitation of Liability

As part of its Marketplace service, the Service acts as a mere intermediary between Sellers and Buyers. As such, the Service shall not be held liable for damages caused by a sale, due to the price or an act done by one of the parties.

In addition, the services provided through the Marketplace exist only between the Buyer and the Seller. The Service's responsibility cannot be incurred in respect of such services from which the Service is unconcerned.

Therefore, any claim must be addressed by the Buyer to the Seller. The Seller is solely responsible for the processing of the claim. Nevertheless, the Service reserves the right to take part in arbitration, in its discretion, if the Seller does not provide a response to a request nor a settlement to a dispute.

Liability of the Users

The User warrants the Service against any infringement beyond the foreseeable risk that may result from the use of the Service by the User.

The User undertakes to use the Service only in accordance with the T&Cs. They may not reverse engineer, decompile, disassemble or bypass the technical restrictions contained in the Service, except to the extent such activities are permitted by applicable law. It is also prohibited to lend, rent,

lease, resell, transfer or host the Service to or for third parties, unless permitted by the Service.

Limitation of Liability

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT TO THE EXTENT THIS DISCLAIMER IS PROHIBITED UNDER APPLICABLE LAWS). WITHOUT LIMITING THE FOREGOING, NEITHER MARKETPLACE NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "MARKETPLACE PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, UNCORRUPTED, TIMELY, OR ERROR-FREE.

THE MARKETPLACE PARTIES EXPRESSLY MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE OR CONTENT (INCLUDING WITHOUT LIMITATION ANY APPRAISAL OF ANY ARTWORK) WILL BE ACCURATE, RELIABLE, COMPLETE, CURRENT, OR TIMELY. YOU ACKNOWLEDGE THAT WITH RESPECT TO ARTWORK RECORDED, DISPLAYED, APPRAISED OR OTHERWISE ASSOCIATED WITH THE SERVICE:

a) THE MARKETPLACE PARTIES MAKE NO REPRESENTATIONS TO YOU OR TO ANY OTHER PERSONS REGARDING TITLE, PROVENANCE, AUTHENTICITY, CONDITION, OR ACCURACY OF INFORMATION WITH RESPECT TO ANY WORK. A VALUATION OR OTHER REPORT PRODUCED BY OUR SERVICES IS NOT A CERTIFICATE OF TITLE, WARRANTY OF OWNERSHIP, OR PROMISE OF ACCURACY.

b) OUR REAL-TIME APPRAISALS ARE BASED ON REPORTS FROM USERS, COLLECTORS, ART GALLERIES, AUCTION SITES, AND OTHER WEBSITES, WHICH WE DO NOT INDEPENDENTLY TEST OR VERIFY. WE HAVE NO WAY TO DETERMINE IF USERS OR OTHERS HAVE MISSTATED OR WITHHELD INFORMATION. THEREFORE, WE CANNOT GUARANTEE TITLE, PROVENANCE, AUTHENTICITY CONDITION, OR ACCURACY AND WE ARE NOT RESPONSIBLE FOR MISSTATED OR WITHHELD INFORMATION OR FOR POSSIBLE ERRORS OR OMISSIONS.

c) OUR REAL-TIME APPRAISALS ARE INTENDED TO REFLECT FAIR MARKET VALUE AT THE TIME OF THE APPRAISAL AND ARE NOT PREDICTIVE OF PAST OR FUTURE VALUES OR OF APPRAISALS THAT MIGHT BE RECEIVED BY OTHER MEANS OR FROM OTHER SOURCES. THESE APPRAISALS ARE ESTIMATES ONLY AND DO NOT NECESSARILY REFLECT THE ACTUAL VALUE THAT WOULD BE DETERMINED IN ANY SALES TRANSACTION, TAX APPRAISAL OR INSURANCE RECOVERY.

THE MARKETPLACE PARTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, THE USE OR MISUSE OF SUBMISSIONS OR CONTENT IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, WHETHER OR NOT THE Marketplace PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE FOREGOING EXCLUSION OF LIABILITY IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, AND A DETERMINATION IS MADE THAT MARKETPLACE IS LIABLE, UNDER NO CIRCUMSTANCES WILL THE MARKETPLACE PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID MARKETPLACE IN THE NINETY (90) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT THE CLAIM.

TO THE FULLEST EXTENT PERMITTED BY LAW, THESE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

You forever release, discharge, and covenant not to sue the Marketplace Parties from any and all liability, claims, actions, and expenses that may arise, whether caused by the negligence of the Marketplace Parties or otherwise, in connection with your use of the Service or your interaction with any party through or as a result of the Service. In other words, you cannot sue the Marketplace Parties if anything happens to you or your property from using the Service or interacting with any party through the Service. You agree that the provisions in Limitation of Liability will survive any termination of your account(s), the Service, or this Agreement.

Marketplace accepts no liability for any direct or indirect loss or damage, whether or not foreseeable, including any indirect, consequential or other damages arising from your use of the Marketplace Platform, the Services, or the websites or any information contained in it, to the maximum extent permissible by law.

You use the Marketplace Platform, the Services, and the Websites at your own risk.

We accept no liability for any disruption or non-availability of the Marketplace Platform or the websites or the Services or any damage or interruptions resulting from external causes including, but not limited to, communications network failure, power failure, host equipment failure, IPS (internet service provider) equipment failure, traffic congestion on the Internet or on the website or a combination thereof, computer viruses, spyware, scareware or other malware that may affect your computer or other equipment, natural events, acts of war, legal restrictions and censorship.

Marketplace accepts no liability in respect of any loss or damage resulting from any use of the Marketplace Platform, the websites or the Services, or any content posted by third parties on or through the websites, or any interactions between users of the Marketplace Platform, the websites or the Services, whether online or offline.

The Service undertakes to implement all the necessary means to ensure the best delivery of the services provided. However, the Service can only be bound by an obligation of the best endeavor.

In the event of failure of the Service, it shall be liable only for direct and reasonably foreseeable damage, unless otherwise provided by law or regulation. Indirect damages that may result from failure or use of the Service are expressly excluded.

In any event, the Service may not, unless otherwise provided by law or regulation, be held liable beyond the amounts invoiced to the User by the Service during the last twelve months.

In particular, the Service shall not be held liable for:

breakdowns or malfunctions of the services offered that are not the responsibility of the company;

data losses of Users not being imputable to it;

an unusual or illegal use of the services offered, by a third party or by a User;

direct or indirect damage resulting from the use of the Service offered;

a malfunction or cyber attack;

an adverse event during the sale, both in the course of the process and at the stage of establishing the price;

Privacy and Data Protection

You acknowledge that we may process personal data in relation to you (if you are an individual), and personal data that you have provided or in the future provide to us in relation to your employees or other associated individuals, in connection with the T&Cs (or such other agreements). You represent and warrant that: (1) your disclosure to us of any personal data relating to individuals other than yourself was or will be made in accordance with all applicable data protection and data privacy laws, and those data are accurate, up to date and relevant when disclosed; (2) before providing any personal data to us, you have read and understood our Privacy Policy or have provide such Privacy Policy to such individual other than yourself; (3) from time to time when provided with a replacement version of the Privacy Policy, you will promptly read such notice and provide a copy to the individual whose data you have provided to us.

Electronic Signatures and Agreement

You acknowledge and agree that by clicking the "I agree" or similar buttons or links as may be designated by Marketplace to show your approval of any foregoing texts, the use of the Marketplace Platform or the Services, you are entering into a legally binding contract. You hereby agree to the use of electronic communication to enter into contracts and other records and to the electronic delivery of notices, policies, records of use or transactions initiated or completed through our websites and Marketplace Platform. Furthermore, you waive any rights or requirements under laws or regulations in any jurisdictions which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under such applicable law.

Electronic Notices

You consent to electronically receive all notices, communications, agreements, documents and disclosures ("Notices") that we provide you as a user of the Marketplace Platform and the Services. We will provide these

Notices by posting on the websites or by sending through at the email address that you have provided us, or through instant messaging chats and/or such other electronic communication.

Intellectual Property

The Marketplace does not have exclusive or non-exclusive rights to works of art posted on the Platform. All third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any NFTs displayed on the Service are the property of their respective owners.

The Service, including its “look and feel” (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the Marketplace logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of Marketplace or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

Marketplace name, logo, trademarks, and any Marketplace product or service names, designs, logos, and slogans are the intellectual property of Marketplace or our affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other “hidden text” utilizing “Marketplace” or any other name, trademark or product or service name of Marketplace or our affiliates or licensors without our prior written permission. In addition, the “look and feel” of the Service constitutes the service mark, trademark or trade dress of Marketplace and may not be copied, imitated or used, in whole or in part, without our prior written permission.

All other third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any NFTs displayed on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark,

manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by Marketplace.

Limited License

Marketplace grants you a limited, non-exclusive, non-transferable license, subject to these T&Cs, to access and use the Marketplace Platform, the Services and the websites (the "Content") solely for approved purposes as permitted by us from time to time. All other use of the Content is expressly prohibited and all other right, title, and interest in the Content is exclusively the property of Marketplace. You agree not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish or participate in the transfer or sale of, creative derivative works from, or in any other way use any of the Content in whole or in part. You may not copy, imitate or use any of the Content without our prior consent. No part of the Content may be reproduced in any manner, in whole or in part, without the written consent of Marketplace.

All intellectual property rights on the Website content are the Service property. They are provided free of charge within the exclusive framework of the use of the Service. Therefore, any use of these contents without the prior permission of the Service is unlawful.

The Service is the service's database producer. Any unauthorized extraction or reproduction is strictly prohibited.

Compliance with International Regulations

Marketplace is committed to combatting financial crime and complying with all applicable sanctions laws and regulations in the jurisdictions in which we operate. Marketplace generally prohibits relationships or transactions involving sanctioned individuals and entities or comprehensively sanctioned countries, territories and their governments under UN, United Kingdom, the European Union and EU member states, including but not limited to U.S. Treasury Department's Office of Foreign Assets Control ("OFAC).

User and Consumer Protection

Marketplace is committed to :

Act honestly, fairly and professionally;

Communicate with the holders of NFTs in a fair, clear and non-misleading manner;
Prevent, identify, manage and disclose any conflicts of interest that may arise;
Maintain systems and security access protocols to appropriate authorities upon request

Prohibited Actions

You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:

Use or attempt to use another user's Account without authorization from such user;

Pose as another person or entity;

Claim an Marketplace username for the purpose of reselling it or otherwise engage in name squatting;

Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first;

Distribute spam, including through sending unwanted NFTs to other users;

Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;

Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to Marketplace;

Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;

Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;

Sell or resell the Service or attempt to circumvent any Marketplace fee systems;

Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that Marketplace might use to sort search results;

Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);

Use the Service for money laundering, terrorist financing, or other illicit finance;

Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, selling, or buying securities, commodities, options, or debt instruments;

Use the Service to create, sell, or buy NFTs or other items that give owners rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;

Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;

Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items;

Infringe or violate the intellectual property rights or any other rights of others;

Create or display illegal content, such as content that may involve child sexual exploitation;

Create or display NFTs or other items that promote suicide or self-harm, incites hate or violence against others, or doxes another individual;

Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service;

Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

Disclaimers

Marketplace does not provide any financial advice. None of the information that Marketplace provides on the Marketplace Platform or the websites should be regarded as "investment advice" or "recommendation" regarding a course of action, including without limitation, as those terms are used in any

applicable law or regulations. Information provided on the Marketplace Platform or the websites as well as the social media of the Marketplace and its representatives is provided with the understanding that (1) Marketplace is not acting in a fiduciary or advisory capacity under any contract with you, or any applicable law or regulation, (2) you will make your own independent decision with respect to any course of action in connection herewith as to whether such course of action is appropriate or proper based on your own judgment and your specific circumstances and objectives, (3) you are capable of understanding and assessing the merits of a course of action and evaluating investment risks independently.

Marketplace does not purport to and does not, in any fashion provide tax, accounting, actuarial, recordkeeping, legal, broker/dealer or any related services. You should consult your own advisors with respect to these areas and any material with regards to investment decisions. You may not rely on the material contained herein. Marketplace shall not have any liability for any damages of any kind whatsoever relating to this material.

You are solely responsible for determining what, if any, taxes apply to your transactions. Marketplace is not responsible for determining the taxes that apply to your NFTs.

Marketplace is not a financial institution and is not licensed by or under the supervision of any financial supervisory authority and does not provide any licensed financial services such as investment services, capital raising, fund management, management of a collective investment scheme or investment advice.

The website is provided "as is" and on an "as available" basis and we give no warranty that it will be free from defects and/or faults. We make no warranty or representation (express or implied) that it will be fit for any particular purposes, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure or that all information provided will be continuous, uninterrupted, timely, accurate or error free. Marketplace reserves the right to change any and all content on the Marketplace Platform and on the websites and any Services offered at any time without notice. Reference to any products, services, processes or other information by trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation with Marketplace (unless so expressly stated to be so).

The Marketplace Platform and the websites may be temporarily unavailable from time to time for maintenance or other reasons. We assume no

responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of your communications.

Indemnity

You agree to indemnify Marketplace, our affiliates and service providers, and each of our and their respective officers, directors, agents, employees and representatives, in respect of any costs (including legal fees and any fines, fees or penalties imposed by any regulatory or governmental authority) that have been incurred in connection with any claims, demands or damages arising out of or related to your breach and/or our enforcement of these T&Cs (and any other agreements entered with you) or your violation of any law, rule, regulation or rights of any third party.

No Waiver

The failure of the Marketplace to exercise or enforce any right, remedy or provision of these Terms of Use does not constitute a waiver of such right, remedy or provision and shall not be construed as a waiver.

Termination

If you breach any of the provisions of these T&Cs, all licenses granted by Marketplace will terminate automatically. Additionally, notwithstanding anything contained in these T&Cs, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your Account and/or your ability to access or use the Service (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

Severability

If any provision of these T&Cs (or other agreement) is found to be unlawful, invalid or otherwise unenforceable, that provision is deemed to be severed from the T&Cs (or other agreement) and shall not affect the validity and

enforceability of the remaining T&Cs (or other agreement) which shall continue in full force and effect.

Color

You understand and agree that Marketplace uses commercially reasonable efforts to display the colors of Art Objects, Digital Works and Printed Works accurately via the Service. However, because individual computer monitors may display colors differently, Marketplace is not responsible for the color accuracy of any Original Works of Art, Digital Works or Printed Works displayed on the Services, and disclaims all liability in this regard.

Assumption of Risks

Any purchase or sale you make, accept or facilitate outside of the Marketplace of an NFT will be entirely at your risk. You acknowledge that you have obtained sufficient information to make an informed decision to purchase an NFT, including carefully reviewing the code of the smart contract and the NFT and fully understand and accept the functions of the same. We do not control purchases or sales of NFTs outside of the Marketplace. We expressly deny and disclaim any liability to you and deny any obligation to indemnify you or hold you harmless for any losses you may incur by transacting, or facilitating transactions, in NFTs outside of the Marketplace. Certain parts of the NFT Marketplace may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials"). By using the NFT Marketplace, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials, or for any other materials, products, or services of third parties.

Governing Law and Dispute Resolution

These Terms and Conditions and your access to and use of the Service shall be governed by and construed and enforced in accordance with the law of England and Wales (without regard to conflict of law rules or principles of England and Wales, or any other jurisdiction that would cause the application

of the laws of any other jurisdiction). Any dispute between the parties that is not subject to arbitration as set forth or cannot be heard in small claims court, shall be resolved in the applicable court of England and Wales.

Contacts

General questions or comments about the NFT Marketplace or these NFT Terms should be sent either by e-mail to support@10101.art

24.11.2023