

## **Terms & Conditions of Nunu Spirits**

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Disclaimer and Risk Statement

**Disclaimer**

*The information contained in or provided from or through this website is not intended to be and does not constitute financial advice, trading advice, or any other type of advice.*

**Risk Statement**

*You understand that blockchain technology and crypto-assets carry significant risks for users, including the possible loss of all value allocated in crypto-assets. Such risks arise from the novelty of this technology, the regulatory uncertainty, the possibility of hacking, the high volatility and the information asymmetry characterizing the crypto market. You should not purchase crypto assets with funds you cannot afford to lose. Furthermore, you are warmly encouraged to seek financial and legal advice concerning your use of crypto-assets and the use of our services.*

**PREAMBLE**

The present Terms and Conditions (the “Terms” or “T&C”) govern your use of [nunuspirits.io](https://nunuspirits.io) (the “Website”) and the services offered on or through the Website (the “Services”). The Website is owned and operated by “the Ecosystem Operator”. The Ecosystem Operator is SeeGreen Ventures DWC-LLC, a company duly incorporated and validly existing under the laws of United Arab Emirates Free Trade Zone law, registered with the DWC under License No. 9629 and registration number 9272, having its corporate seat at Business Centre Building A3, Dubai World Central, Dubai, United Arab Emirates, represented by the director Martin Belobrad. Nunu Spirits may also be available through other addresses or channels.

The present Terms & Conditions are entered into between you and the Ecosystem Operator. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

Please read the Terms carefully as they govern your use of the Website and the Services.

By browsing the Website, you acknowledge that you have read and understood these Terms and agree to be bound by them and to comply with these Terms and all applicable laws and regulations. If you do not agree with these Terms, you should refrain from using the Website.

Your consent is given once you tick the box in the pop-up window which appears upon your first connection, and which says: “This website uses cookies to ensure you get the best

experience on our website. By continuing to use our website, you agree to our T&C, Privacy Policy and to our Cookies Policy”. By giving your consent, you confirm that your level of English is sufficient to understand the meaning of the Terms as well as all the commitments, warranties, waivers, and obligations contained therein.

If you are browsing the Website on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to these Terms and that you are agreeing to these Terms on behalf of that business or entity.

We reserve the right at any time to unilaterally amend these T&C. Any modification made to these T&C shall be effective immediately after we upload the updated version of these T&C on the Website. Your continued use of the Website shall constitute your acceptance of the amendments implemented to these T&C.

## 1. Definitions and Interpretations

1.1. The following terms, as used herein shall have the following meanings respectively unless inconsistent with the subject or context. Other capitalized terms may be defined elsewhere in these Terms & Conditions and, unless otherwise indicated, shall have such meaning throughout these Terms & Conditions.

1.1.1. “AI protocol” shall mean a website and a separate user interface of Nunu Spirits that serves as an artificial intelligence generator.

1.1.2. “AML” means Anti Money Laundering.

1.1.3. “Annex” shall mean the attachments constituting part of these Terms & Conditions.

1.1.4. “Appointed NFT ” means an NFT that you received, or otherwise rightfully acquired from a legitimate source, where proof of such appointment is recorded on the relevant blockchain.

1.1.5. “Appointment Price” shall mean the price the User shall provide in consideration for the appointment of the Tokens.

1.1.6. “Art” shall mean all art and creative design exclusively owned by Nunu Spirits, Users and any Party with a license assigned by Nunu Spirits

1.1.7. “Company” shall mean SeeGreen Ventures DWC-LLC, a company duly incorporated and validly existing under the laws of United Arab Emirates Free Trade Zone law, registered with the DWC under License No. 9629 and registration number 9272, having its corporate seat at

Business Centre Building A3, Dubai World Central, Dubai, United Arab Emirates.

- 1.1.8. “Confidential Information” shall mean any and all information of a confidential or proprietary nature (whether or not specifically labelled or identified as "confidential"), in any form or medium whatsoever, that relates to the Parties or their respective employees, customers, independent contractors, agents or other business relations, and the disclosure of which would cause harm to either of the Parties.
- 1.1.9. “Created Content” shall mean source code, designs, creative ideas, suggestions, proposal, plans, data or any other material or content or service submitted to Nunu Spirits, or otherwise submitted to Nunu Spirits in any other way whether online, by email, by postal mail or otherwise.
- 1.1.10. “Crypto-to-crypto Trading” refers to spot transactions in which one digital currency is exchanged for another digital currency.
- 1.1.11. “Digital Assets” refer to Digital Currencies, their derivatives, or other types of digitalized assets with a certain value.
- 1.1.12. “Digital Currencies” refer to encrypted or digital tokens or cryptocurrencies with a certain value that are based on blockchain and cryptography technologies and are issued and managed in a decentralized form.
- 1.1.13. “Ecosystem Operators” shall mean SeeGreen Ventures DWC-LLC, a company duly incorporated and validly existing under the laws of United Arab Emirates Free Trade Zone law, registered with the DWC under License No. 9629 and registration number 9272, having its corporate seat at Business Centre Building A3, Dubai World Central, Dubai, United Arab Emirates.
- 1.1.14. “Effective Date” shall mean the date as defined in the beginning of these Terms & Conditions.
- 1.1.15. “Fiat Trading” refers to spot transactions in which Digital Currencies are exchanged for fiat currencies or vice versa.
- 1.1.16. “Governmental Authority” shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, any government authority,

agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organization.

- 1.1.17. "GST" shall mean Goods and Services Tax.
- 1.1.18. "Intellectual Property" means any and all ownership or proprietary rights, rights of use or any other rights with respect to the domain names, patents and patent applications, trade secrets, trademarks and service marks, trademark and service mark registrations and applications, any other trade names, design rights, logos, copyrights, copyright registrations and applications, and any other intellectual or industrial property right in connection or related to products.
- 1.1.19. "KYB" means Know Your Business.
- 1.1.20. "KYC" means Know Your Customer.
- 1.1.21. "Laws" shall mean and include any law, regulation or other provision have legal effect in any jurisdiction where the Business is situated or operates;
- 1.1.22. "Licensed Product" includes the Nunu Spirits Platform, and any other Intellectual Property of the Service Provider licensed to the Customer under these Terms & Conditions for the purposes of conducting the Project and provision of any other services of the Service Provider under these Terms & Conditions.
- 1.1.23. NUGO(s) shall mean a digital token can only be generated by interacting with the game. As soon as all game logic is running smoothly NUNU Spirits will introduce the final token, NUGO. These tokens may be traded and exchanged as well. Players can only obtain the NUGO tradable token by interacting with the game. NUGO is a powerful energy that is generated by playing and interacting with the game world but cannot be created any other way. It can be bought and sold on the market or burned when used as a currency in the game.
- 1.1.24. "NFT" means multiple blockchain-tracked, non-fungible tokens (including Nunu Spirits NFTs) such as those conforming to the ERC-721 standard, that incorporates, displays, depicts, or is otherwise associated with the Licensed Marks and is utilized on Nunu Spirits' s protocol.
- 1.1.25. "NNT(s)" shall mean a digital token; a tradable token, allowing to

support in the project and voting on its future. Generated with a standard Token Generation Event - this will create the necessary resources to realize the development of the project and ensure the ecosystem can grow in a free market. Nunu Spirits will also allow staking at this time so that holders of the token can begin creating value in their ecosystem. Staking will also increase draw chances for NUNU (NFT) Token drops.

- 1.1.26. “Nunu Spirits” shall mean a digital ecosystem comprising Nunu Spirits websites (whose domain names include but are not limited to nunuspirits.io), mobile applications, applets and other applications that are developed to provide Nunu Spirits Services and includes independently operated platforms within the ecosystem.
- 1.1.27. “NUNU(s) ” shall mean the NFT(s) project by Nunu Spirits available at nunuspirits.io. NUNU is the first project of a wider company, called Nunu Spirits. Nunu Spirits creates fully-featured 3D engine (UNITY 3D). NFT holders will even be able to print their NFTs on home 3D printers and Nunu Spirits can easily adapt game scenes to support VR/AR/XR. The Nunu NFT is at the centre of the entire game and the ecosystem. It can be purchased using NNT or ETH. Following the TGE, the first generation of NUNU (ERC-721) will be generated and released. Most will go to NNT stakers but some will go to the general marketplace to be purchased with NNT or even ETH. Additional NUNU will be added to the world as the game world grows. Most of these will drop as rewards for staking but some will be found only by playing.
- 1.1.28. “Nunu Spirits Platform Rules” refer to all rules, interpretations, announcements, statements, letters of consent and other contents that have been and will be subsequently released by Nunu Spirits as well as all regulations, implementation rules, product process descriptions, and announcements published in the Help Center or within products or service processes.
- 1.1.29. “Nunu Spirits Services” shall mean various services provided to the Users by Nunu Spirits that are based on Internet and/or blockchain technologies and offered via Nunu Spirits websites, mobile applications, projects, and other forms (including new ones enabled by future technological development). Those Services include but are not

limited to such Nunu Spirits ecosystem components, existing services offered, and novel services to be provided by Nunu Spirits, on display, depicted within, or otherwise viewable as NFTs.

- 1.1.30. “Parties” shall mean The Ecosystem Operator and you.
- 1.1.31. “Platform” or “Nunu Spirits Platform” means an online platform accessible through the website [nunospirits.io/](https://nunospirits.io/) an application fully owned and operated by Nunu Spirits.
- 1.1.32. “Play2Earn” games shall refer to the concept of gaming in which a platform provides its players with a chance to earn any form of in-game assets that can be transferred to the real world as a valuable resource.
- 1.1.33. “Prohibited Person” shall mean any individual or legal entity that is (i) a national or resident of, or legal entity formed or incorporated within or subject to the laws of any United States embargoed or restricted country; (ii) solely with respect to the non-government sanctioned trading, mining, minting of digital assets or cryptocurrency, or support of the foregoing, a national or resident of, or legal entity formed or incorporated within, or subject to the laws of the People’s Republic of China; (iii) a national or resident of, or legal entity formed or incorporated within or subject to the laws of the Republic of Cuba, Democratic People’s Republic of North Korea, Islamic Republic of Iran, Libya, Republic of South Sudan, Republic of Sudan, Syrian Arab Republic, or the Crimea, Balkans, Belarus, Burma, Burundi, Central African Republic, Hong Kong, Republic of Iraq, Lebanon, Mali, Nicaragua, Ukraine, Russia, Venezuela, Yemen Zimbabwe ; (iv) included on, or affiliated with any Person on, the United States Commerce Department’s Denied Persons List, Entities List, or Unverified List; the U.S. Department of the Treasury’s Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State’s Debarred List; or UN Sanctions; (v) a Person with whom business transactions, including exports and re-exports, are restricted by a United States Governmental Authority, including each item listed in the foregoing clauses (i), (ii), (iii), (iv) and (v) and any updates or revisions thereto

- and any newly published rules therefore; or (vi) a subject or target of any other economic sanctions administered or enforced by the United Nations, the European Union or the United Kingdom.
- 1.1.34. “Sanctions” shall mean collectively sanctions administered or enforced by any country or government.
- 1.1.35. “Service Providers” shall mean and may include, but are not limited to, Nunu Spirits technology or engineering service providers.
- 1.1.36. “Services” means, together, any services rendered by Service Provider in connection with organization and deployment of Nunu Spirits.
- 1.1.37. “Sponsor” shall mean the Sweepstake provider which shall interact with the Participant
- 1.1.38. “Tax”, “Taxes” or “Taxation” shall mean any taxes, duties, levies, imposts, or other sums payable by reference to profits, revenue, or transactions.
- 1.1.39. “Third-Party/Third-Parties” shall mean any other natural who is not a User.
- 1.1.40. “User” shall mean a person or entity browsing the Website.
- 1.1.41. “Utility Tokens” shall mean utility-type crypto-assets utility tokens according to the definitions of (a) the “Guidelines for enquiries regarding the regulatory framework for initial coin offerings (ICOs)” issued by the Swiss financial regulator (FINMA) on 16 February 2018, (b) the “Report with advice for the European Commission on crypto-assets” issued by the European Banking Authority (EBA) on 9 January 2019, (c) the “Guidance on Cryptoassets: Feedback and Final Guidance to CP 19/3” issued by the British financial regulator (FCA) in July 2019, and (d) point n. 86 of the “Advice Initial Coin Offerings and Crypto-Assets” issued by the European Securities and Markets Authority (ESMA) on 9 January 2019.
- 1.1.42. “VAT” shall mean Value Added Tax.
- 1.1.43. “Website” shall mean the domain Nunu Spirits. Available at the following URL: <https://www.nunuspirits.io/>
- 1.1.44. “Whitepaper” shall mean the document published by The Ecosystem Operator to explain its vision, mission, and entrepreneurial project
- 1.2. Except where the context requires otherwise, these Terms & Conditions will be interpreted as follows:



- 1.2.1. Headings are for convenience only and shall not affect the construction or interpretation of any provision of these Terms & Conditions;
- 1.2.2. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- 1.2.3. Words importing the singular shall include plural and vice versa;
- 1.2.4. Reference to Articles and Schedules are to articles and schedules of these Terms & Conditions;
- 1.2.5. All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral genders;
- 1.2.6. The ejusdem generis (of the same kind) rule will not apply to the interpretation of these Terms & Conditions, accordingly, include and including will be read without limitation;
- 1.2.7. A reference to any document (including these Terms & Conditions) is to that document as amended, consolidated, supplemented, novated, or replaced from time to time in terms thereof;
- 1.2.8. A reference to a statute or statutory provision includes, to the extent applicable at any relevant time;
- 1.2.9. That statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision whether before or after the date of these Terms & Conditions; and
- 1.2.10. Any subordinate legislation or regulation made under the relevant statute or statutory provision;
- 1.2.11. References to writing include any mode of reproducing words in a legible and non-transitory form and shall include email or other electronic communication.

## **2. Nunu Spirits**

- 2.1. Nunu Spirits is a game developed by the Ecosystem Operator (SeeGreen Ventures DWC-LLC), having its corporate seat at Business Centre Building A3, Dubai World Central, Dubai, United Arab Emirates.
- 2.2. The Company is considered a blockchain-based gaming service provider providing a gaming Ecosystem that functions fully legally and compliant within its established jurisdiction.

- 2.3. The Ecosystem Operator is a game developer and intellectual property development platform behind the creation of Nunu Spirits.
- 2.4. In the game, players enjoy fun games, collect and earn 3D NFTs called NUNUs, grow them and turn them into trees, planted in the real world.
- 2.5. Moreover, the players can decorate their home base, visit other players' islands, leave surprise gifts and even expand the Nunu World.
- 2.6. Players have the ability to become either a:
  - 2.6.1. Seedling: The initial stage of each Nunu life obtained either from a schedule generation event or by an Elder drop
  - 2.6.2. Nunu Spirit: A grown up playable Nunu that can be used in the game, upgraded to learn new traits and evolved to an Elder
  - 2.6.3. Elder: The final stage of Nunu life that takes root and can be turned into a real-world tree or drop a new seedling with inherited traits
- 2.7. In addition, the Nunu Spirits Game itself allows users to enter its gaming universe by playing mini games developed by the Nunu Spirits team. These include:
  - 2.7.1. Floor is Lava: This mini game within the Nunu Spirits ecosystem consists of a race against the rising blight in this fast paced platformer inspired by Floor is Lava games. Players must leap from platform to platform, collect loot, and not get caught in the rising blight.
  - 2.7.2. Parkour Runner: This mini game within the Nunu Spirits ecosystem consists of a race as well, timed between players. Players can dodge, dip and slide past obstacles and collect boosters to pull ahead of the competition. Players have the abilities to test their reflexes in this twisty-turny take on the classic parkour runner.
- 2.8. This Website and its related services are provided "as is" and "as available" without warranty of any kind. By using this website, you are accepting sole responsibility for any and all transactions involving Nunu Spirits digital collectibles.
- 2.9. The above-mentioned digital ecosystem shall comprise Nunu Spirits websites (whose domain names include but are not limited to <https://www.nunuspirits.io>), mobile applications, applets and other applications that are developed to offer Nunu Spirits Services, and includes independently operated platforms, websites, and projects within the

ecosystem.

- 2.10. Nunu Spirits is operated by the Ecosystem Operator. From a legal perspective, if Nunu Spirits or the Ecosystem are referred to, the subject of any duties or obligations remains the Ecosystem Operators (i.e., the legal entities operating the Ecosystem). The Ecosystem itself is not a legal subject and cannot assume responsibilities or obligations.
- 2.11. The Ecosystem Operator shall correspond to the legal entities that are responsible for the provision of the Services. Given the high level of uncertainty over the legal framework concerning crypto-assets and for the purpose of mitigating the regulatory risks associated with such uncertainty, The Ecosystem Operator may change. In this case, the new legal entities shall be considered as Ecosystem Operator and shall meet their obligations under these T&C. Any change in the Ecosystem Operator legal structure shall not affect the rights and obligations of the Visitors and the Users.
- 2.12. In case of a dispute, the plaintiff shall determine the counterparties depending on the relevant services and the particular actions or omissions that affect the rights or interests of the plaintiff.

### 3. Entire Agreement & Severability

- 3.1. These Terms, the Privacy Policy, the Cookies Policy (which sets out information about the cookies on our site), and the Disclaimer subject to any amendments or modifications made by The Ecosystem Operator from time to time, shall constitute the entire agreement between you and The Ecosystem Operator with respect to the use of the Website. If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

### 4. The Ecosystem Operator Role

- 4.1. The Website does not constitute and should not be seen as a recommendation or endorsement of the quality, healthiness, service level, qualification, or rating of the Services. In particular, the Website is not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to use our Services by becoming a User and must not be considered as providing complete information in relation to such a decision. The Website only aims to promote the Services provided on it.
- 4.2. Please note that the tokens associated with the Ecosystem Operator and to

Nunu Spirits hold no value whatsoever. We make no promises or warranties whatsoever of possible gains or returns, in cash or in any other form. You can potentially lose all your contribution. The Ecosystem Operator also does not guarantee in any way the success or full execution of its projects and of its roadmaps.

- 4.3. The Ecosystem Operator is not a bank, a security firm, an asset manager, a portfolio manager, or an investment advisor. The Ecosystem Operator is not a financial institution or a financial service provider. The Ecosystem Operator has not received any license of authorization by the SEC, FINMA or any other regulatory authority. The Ecosystem Operator does not, and shall not at any time, give any financial advice whatsoever, including with regards to the appointment of Tokens or any other crypto assets. Please note that the Ecosystem Operator is not acting as a financial institution or as a financial service provider in the framework of the public sale or in any other context, nor the Ecosystem Operator is issuing or offering any financial instrument.

## 5. Usage of Wallet Addresses

- 5.1. Users may either use one of the following wallet addresses to interact with the Ecosystem Operator Platform.
  - 5.1.1. Your Binance Smart Chain (BSC) address
  - 5.1.2. Your Avalanche (AVAX) address.
  - 5.1.3. Your Ethereum Network (ETH) address.
- 5.2. Wallet(s) require the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the network. The Gas Fee funds the network of computers that run the decentralized networks. This means that you will need to pay a Gas Fee for each transaction.

## 6. Privacy Policy

- 6.1. You agree that The Ecosystem Operator may collect, process, and use personal data about you according to the Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- 6.2. Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. These cookies are used to collect information about how Users use our site. We use

the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of Users to the site, where Users have come to the site from and the pages they visited. By using our website, you agree that we can place these types of cookies on your device.

## 7. Nunu Spirits Requirements

### 7.1. Eligibility

- 7.1.1.1. By accessing the Nunu Spirits website, you represent and warrant that:
- 7.1.1.2. as an individual, you are at least 18 or are of legal age to form a binding contract under applicable laws;
- 7.1.1.3. as an individual, legal person, or other organization, you have full legal capacity and sufficient authorizations to enter into these Terms;
- 7.1.1.4. you have not been previously suspended or removed from using the Services;
- 7.1.1.5. you do not currently have an Account;
- 7.1.1.6. Your use of the Services will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing.

### 7.2. Anti Money Laundering Compliance

- 7.2.1. By accessing and using Nunu Spirits 's services, you represent and warrant that you have not been 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), or the denied persons or entity list of the U.S. department of commerce. Nunu Spirits reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of Nunu Spirits 's services in certain countries or regions such as in section 1.1.33.
  - 7.2.1.1. Please note that some products and services may not be available in certain jurisdictions or regions or to certain users. Nunu Spirits reserves the right to change, modify or impose

additional restrictions at its discretion at any time.

7.3. Account Usage Requirement

7.3.1. The Account can only be used by the account registrant. Nunu Spirits reserves the right to suspend, freeze or cancel the use of the Accounts by persons other than the account registrant.

7.3.2. If you suspect or become aware of any unauthorized use of your username and password, you should notify Nunu Spirits immediately. Nunu Spirits assumes no liability for any loss or damage arising from the use of the Account by you or any third party with or without your authorization.

7.4. Account Security

7.4.1. You shall agree to treat your access credentials (such as username and password) as confidential information, and not to disclose such information to any third party. You also agree to be solely responsible for taking the necessary security measures to protect your account and personal information.

7.4.2. You should be solely responsible for keeping safe your Account and password and be responsible for all the transactions under your Account. Nunu Spirits assumes no liability for any loss or consequences caused by authorized or unauthorized use of your account credentials, including but not limited to information disclosure, information release, consent, or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.

7.4.3. By creating an Account, you hereby agree that:

7.4.4. you will notify Nunu Spirits immediately if you are aware of any unauthorized use of your Account and password or any other violation of security rules;

7.4.5. you will strictly abide by all mechanisms or procedures of Nunu Spirits regarding security, authentication, trading, charging, and withdrawal; and;

7.4.6. you will take appropriate steps to log out from Nunu Spirits at the end of each visit.

7.5. Prohibited Actions

7.5.1. You are entitled to use the Website only in conformity with the laws of

your country of residence and of the country from which you access this Website. You may solely make a legal use of this website and any illegal or inappropriate use of the Website is banned. In particular, you agree to browse the Website lawfully and without any violation of these Terms or any applicable law and agree not to do any of the following actions in connection with your use of the Website:

- 7.5.1.1. access or use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit anyone from fully enjoying the Website, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behavior or content;
- 7.5.1.2. access or use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms or any other terms or policies provided in connection with the Website;
- 7.5.1.3. intimidate or harass any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- 7.5.1.4. damage, disable, overburden, or impair the functionality of the Website in any manner;
- 7.5.1.5. distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;
- 7.5.1.6. upload, post, transmit, distribute, or otherwise make available any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Users or of The Ecosystem Operator;
- 7.5.1.7. export or re-export any applications, code or tools developed by and proprietary to The Ecosystem Operator except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and

restrictions;

- 7.5.1.8. use any robot, spider, crawler, scraper, or other automated means or interface not provided or authorized by us to access the Website or to extract data or information from the Website;
- 7.5.1.9. commercialize any application, code, or any information or software associated with such application and/or the Website without the prior consent of The Ecosystem Operator;
- 7.5.1.10. upload, post, transmit, distribute, store, or otherwise make publicly available on the Website any personal data of Users, of Users or of any Third-party without the person's prior explicit consent;
- 7.5.1.11. harvest or otherwise collect information or data about Users without their consent or use automated scripts to collect information from or otherwise interact with the Website;
- 7.5.1.12. upload, post, transmit, distribute, store, or otherwise make available content that, in the sole judgment of The Ecosystem Operator, is objectionable, misleading or which restricts or inhibits any other person from using the Website, or which may expose The Ecosystem Operator or its Users to any harm or liability of any type;
- 7.5.1.13. upload, post, transmit, distribute, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense;
- 7.5.1.14. copy, modify, distribute, sell, or lease any part of the Website;
- 7.5.1.15. reverse engineer or attempt to extract the source code of the Website;
- 7.5.1.16. interfere or attempt to disrupt the Website in any way;
- 7.5.1.17. circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website, or third parties; and
- 7.5.1.18. infringe upon or violate the rights of The Ecosystem Operator, the Users or any third-party;
- 7.5.1.19. facilitate or assist another person to do any of the above acts.

## **8. Intellectual Property Rights**

- 8.1. Intellectual property rights and all other proprietary rights in relation to the



content available on the Website (including but not limited to software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information, and their selection and arrangement) (hereinafter: the “Website Content”) are the exclusive property of The Ecosystem Operator or its licensors. Our rights to the Website Content include rights to

- 8.1.1. the Website; and;
- 8.1.2. all designs, layouts, software, displayed, and technical information associated with the Website.
- 8.1.3. All Intellectual property rights in the Website Content not expressly granted herein are reserved to The Ecosystem Operator. All copyright and other proprietary notices shall be retained on all reproductions.
- 8.1.4. Any other use of the Website Content, including without limitation distribution, reproduction, modification, making available, communicating to the public, publicly performing, frame, download, display, or transmission, in whole or in part, without the prior written consent of The Ecosystem Operator is strictly prohibited.
- 8.2. You may not derive or attempt to derive the source code of all or any portion of the software or mobile software (hereinafter: the “Software”), permit any third party to derive or attempt to derive such source code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.
- 8.3. The Ecosystem Operator and its licensors own and shall retain all Intellectual property rights and other rights in and to the Software, and any changes, modifications, or corrections thereto, subject to open-source software used in relation to the Website.
- 8.4. All of the information and other content displayed on, transmitted through, or used in connection with the Nunu Spirits Sites, including for example, advertising, directories, guides, articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video, html, source and object code, software, data, the selection and arrangement of the aforementioned and the “look and feel” of the Nunu Spirits Sites (collectively, the “Content”), are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the intellectual property of Nunu Spirits , and its affiliated companies, licensors and suppliers. Nunu Spirits

actively protects its rights to the Content to the fullest extent of the law. You may not, for example, republish the Content on any Internet, Intranet or Extranet site or incorporate the Content in any database, compilation, archive, or cache or store the Content in electronic form on your computer or mobile device unless otherwise expressly permitted by Nunu Spirits. You may not distribute any of the Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, reproduce, sell, publish, transmit, display, or otherwise use any portion of the Content, except as permitted by the ToU or by securing the prior written consent of Nunu Spirits. The Content includes logotypes, trademarks, and service marks (collectively “Marks”) owned by Nunu Spirits, and Marks owned by other information providers and third parties.

**9. Survival**

9.1. All provisions of these Terms & Conditions which by their nature extend beyond the expiration or termination of these Terms & Conditions, including, without limitation, sections pertaining to suspension or termination, Nunu Spirits ’s Account cancellation, debts owed to the Ecosystem Operator, general use of the Nunu Spirits Platform, disputes with Ecosystem Operator, and general provisions, shall survive the termination or expiration of these Terms & Conditions.

**10. No Waiver**

10.1. The Ecosystem Operator’s failure to enforce a provision of these Terms does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.

10.2. If you are in contravention of any of these Terms and we refrain from taking action against you, The Ecosystem Operator’s forbearance does not constitute a waiver and The Ecosystem Operator may nonetheless take action against you in the future or if you violate

**11. Modifications**

11.1. The Ecosystem Operator reserves the right to make any changes to these Terms, at its sole discretion. Your continued use of the Website after any such changes, with or without having explicitly accepted the new Terms, shall constitute your consent to such changes.

11.2. If you do not agree to such changes, you have no right to obtain information or access to the Website and must immediately cease use of it. You are

responsible for regularly verifying these Terms in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.

**12. The Website**

12.1. The Website is provided to you on an “as is” basis, without warranties of any kind, either expressed or implied to the maximum extent permitted under applicable law. The Ecosystem Operator grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Website and its content for your personal, non-commercial use, and to display the content of the Website exclusively on your computer screen or on other devices (such as smartphones or tablets), subject to your compliance with these Terms and our policies.

12.2. All other uses are prohibited without The Ecosystem Operator’s prior written consent. Except as otherwise agreed upon, if the Ecosystem Operator enables the use of software, content, virtual items, or other materials owned or licensed by the Ecosystem Operator (hereinafter: the “Software and Content”), The Ecosystem Operator hereby grants you a non-exclusive, non-transferable, non-sublicensable and revocable worldwide license to access and use the Software and Content solely for personal and non-commercial purposes, conditioned on your compliance with these Terms. You will not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and Content, except as expressly permitted by The Ecosystem Operator or as permitted under applicable law. Any unauthorized use of the Software and Content is strictly prohibited and will terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

12.3. If you provide us with any feedback or comments regarding the Website, you grant the Ecosystem Operator the right to use such feedback or comments for any purpose without restriction or payment to you.

**13. Trademarks**

13.1. Company’s names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of The

Ecosystem Operator or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website. Access to the Website does not authorize anyone to use any name, logo, or mark in any manner whatsoever.

13.2. The Nunu Spirits marks and logos are trademarks. The use or the display of these trademarks without explicit written permission of Nunu Spirits is prohibited. Nothing on the Site should be construed as granting, by implication, estoppel, or otherwise, any right or license to use any of the Nunu Spirits marks without the prior explicit written consent of Nunu Spirits. The trademark together with the other graphics, logos, layouts, designs, page headers, button icons, scripts, and service names on the Website are the trademarks or trade dress of the Ecosystem Operator (hereinafter: the "Marks"). You may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that The Ecosystem Operator endorses any product or service. You may not reproduce or use the Marks without the prior written permission of The Ecosystem Operator.

13.3. Any goodwill accruing out of the use of the Ecosystem Operator's and the Marks, trade and business names, and service marks will vest in The Ecosystem Operator and its affiliates, as the case may be.

13.4. Other IP rights

13.4.1. Other than the rights to the Art, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to Nunu Spirits. including, without limitation, Nunu Spirits and the associated logos. All these rights are expressly reserved in the name of Nunu Spirits.

14. Reservation Of Rights

14.1.1. The Ecosystem Operator may block, terminate, or suspend your ability to use or access the Website, in whole or in part, without notice and at all times, at the sole discretion of the Ecosystem Operator, as well as close or interrupt the Website.

14.1.2. The Ecosystem Operator reserves the right to terminate your right to access and use the Website if you violate these Terms or any other terms, laws, or policies referenced herein, or if you otherwise create

risk or possible legal exposure for The Ecosystem Operator.

14.1.3. The Ecosystem Operator reserves the right to initiate legal proceedings against any person for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these Terms.

**15. Third Party Rights**

15.1.1. Other than any entities within the Nunu Spirits group, a person who is not a party in these Terms has no right to enforce any of these Terms

**16. NFT(s) Sweepstakes Rules**

16.1. *NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. THIS IS NOT A LOTTERY.*

16.2. *CONSIDERATION: YOUR INVOLVEMENT OR PARTICIPATION IN THE SWEEPSTAKE DOES NOT IN ANY WAY CONSTITUTE ANY FORM OF CONSIDERATION EITHER MONETARY OR PERFORMANCE BASED.*

16.3. Eligibility: The sweepstakes (the "Sweepstakes") is open to all individuals via the Nunu Spirits official website, the social media platforms of Nunu Spirits and selected partners. Participants must be eighteen as of the date of entry. The Sweepstakes is only open to legal residents of the compliant countries defined in section 1.1.33 above in section and is void where prohibited by law.

16.4. Employees of Nunu Spirits (the "Company"), their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

16.5. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these rules (the "Rules"), and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Ecosystem Operator, as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

16.6. Sweepstakes Period: Entries will be specified according to the timeline communicated on the Nunu Spirits official website, the social media platforms of Nunu Spirits and selected partners.

16.7. How to Enter: The procedure to enter will be specified on social media

platforms, the Nunu Spirits website, and selected partners. The entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Nunu Spirits. You may enter only once, and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Sponsor.

- 16.8. Prizes: Participant winners will receive list prizes/approximate retail value. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. The prize shall be specified on the social media rules, the Nunu Spirits website, and related partners. permitted except at Sponsor's discretion. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Sponsor to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
- 16.9. Odds: The odds of winning depend on the number of eligible entries received.
- 16.10. Winner Selection and Notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via social media platforms, or via the Nunu Spirits website, or selected partners. Sponsor shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 48 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited, and an alternate winner selected.
- 16.11. The receipt by the winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S

DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- 16.12. Rights Granted by You: By entering this content you understand that Sponsor, anyone acting on behalf of Sponsor, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
- 16.13. Terms: Sponsor reserves the right, in its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such a case, Sponsor may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Rules.
- 16.14. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.
- 16.15. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made; Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Sweepstakes, you agree to receive email newsletters periodically from Sponsor. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.



- 16.16. Limitation of Liability: By entering you agree to release and hold harmless Sponsor and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; and (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.
- 16.17. Winners List: To obtain a copy of the winner's name or a copy of these Rules. Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. The list of Winners will be communicated via social media platforms, the Nunu Spirits website, and selected partners
- 16.18. Non-Affiliation: This promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Twitter, Discord, Telegram, Instagram, Snapchat, YouTube, Pinterest, LinkedIn, or Google. You understand that you are providing your information to the owner of this Sweepstakes and not to Facebook, Twitter, Discord, Telegram, Instagram, Snapchat, YouTube, Pinterest, LinkedIn or Google, or any other social media platforms.
- 17. Availability**
- 17.1.1. The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit the use of all or a portion of the Website and content in certain territories and jurisdictions.
- 17.1.2. The English language version of these Terms & Conditions shall be the prevailing version in the event of any discrepancy between any translated versions of these Terms & Conditions.
- 18. Network Costs**
- 18.1.1. You may be charged by your network provider for data services, or any other third-party charges as may arise while using the Website and you accept responsibility for such charges.
- 18.1.2. If you are not the bill payer, we will assume that you have received



permission from the bill payer.

**19. Downtime**

19.1.1. Since the Website is web-based, it might be subject to temporary downtime.

19.1.2. From time to time we also update or maintain the Website, which will result on the Website not being available for a certain period of time. We do not warrant that the Website operates uninterrupted or error-free.

19.1.3. We are not responsible for any damages or losses suffered by you as a result of any failure or interruption of the Website or suspension of your access to the Website

**20. Computer Malware**

20.1.1. The Ecosystem Operator shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may affect the Parties' computer or other equipment, or any phishing, spoofing or other attack. We advise the regular use of a reputable and readily available virus screening and prevention software. The Parties should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Nunu Spirits.

20.1.2. Always log into your Nunu Spirits Account through the Platform to review any transactions or required actions if you have any uncertainty regarding the authenticity of any communication or notice.

**21. Data Protection**

21.1. The Ecosystem Operator shall manage the personal data of the Users, his shareholders, beneficial owners, advisors and/or employees as per the requirements of the EU REGULATION 2016/679 on data protection, also referred as the General Data Protection Regulation (GDPR).

**21.2. Personal Data:**

21.2.1. The Ecosystem Operator agrees and consents to the Ecosystem Operator gathering Personal Data and other information relating to the User for the purposes of fulfilling these Terms & Conditions, including to facilitate the issuance and transfer of the Future Tokens and to comply with Laws and Legal Requirements.

- 21.2.2. Your Personal data will be stored in Europe. You agree that the Company may store your Personal Data in any country of the EEA, including Belgium.
- 21.2.3. The storage, as well as the Processing of your Personal Data, may require that your Personal Data are ultimately transferred/transmitted to, and/or stored at a destination outside of your country of residence, notably Belgium. Where permitted by law, by accepting the terms of this Notice, you agree to such transferring, transmission, storing and/or Processing. You also agree that such activities may take place to or in countries offering a lower level of protection than your country of residence.
- 21.3. GDPR Compliance:
  - 21.3.1. The Ecosystem Operator is committed to ensuring the protection of all personal information that the Ecosystem Operator holds and to protect all such data. The Ecosystem Operator recognizes its obligations in updating and expanding this program to meet the developing requirements of GDPR or similar international requirements. The Ecosystem Operator is dedicated to safeguarding all personal information under its control and in maintaining a system that meets our obligations under the GDPR requirements.
  - 21.3.2. If you are a resident of the European Union, you have the right to file a complaint concerning your data protection with the competent supervisory authority, for instance, the Belgian EU Data Protection Authority. A Party can contact them at the following address: Rue la Presse / Persstraat 35, 1000 Brussels / Email: [contact@apd-gba.be](mailto:contact@apd-gba.be).
- 21.4. Cross-Border Data:
  - 21.4.1. Information that the Ecosystem Operator collects may be stored and processed in and transferred between any of the countries in which The Ecosystem Operator operates or utilizes services to enable the use of the information in accordance with these Terms & Conditions.
  - 21.4.2. The User agrees to such cross-border transfers of personal information.
  - 21.4.3. The Ecosystem Operator will not share any KYC/AML data with any third parties except for the relevant Users or if necessary, its KYC

software provider, unless complying with relevant authorities and regulations.

- 21.4.4. Protecting your privacy is very important to the Ecosystem Operator. Before accessing and using any of our services, you shall be required to review and consent to Nunu Spirits 's Privacy Policy.

## **22. Limitations Of Damage and Liability**

- 22.1. In no event shall the Ecosystem Operator, its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Nunu Spirits Whitepaper and these Terms & Conditions, or with the use of the Nunu Spirits platform and/or the Nunu Spirits services.
- 22.2. These Terms set out the full extent of our obligations and liabilities with respect to the Website. To the maximum extent possible by law, the Ecosystem Operator excludes all and any warranty, guaranty, and responsibility in relation to or subsequent to the website, its content, and its services.
- 22.3. The foregoing limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to you.
- 22.3.1. The Ecosystem Operator will not be held liable for any loss of crypto-assets and/or other damage incurred by you as a result of the transfer of crypto-assets to your wallet or loss of key or attack on your wallet.
- 22.3.2. Without limiting the foregoing, you hereby understand and agree that the Ecosystem Operator will not be liable for any losses or damages arising out of or relating to:
- 22.3.2.1. Any inaccuracy, defect, or mission of digital assets and price data;
  - 22.3.2.2. Any error or delay in the transmission of such data;
  - 22.3.2.3. Interruption in any such data;
  - 22.3.2.4. Regular or unscheduled maintenance carried out by the

Ecosystem Operator and service interruption and change resulting from such maintenance;

22.3.2.5. Any damages incurred by other users' action, omission, or violation of these terms;

22.3.2.6. Any damage caused by illegal actions of other third parties or actions without authorized by the Ecosystem Operator and;

22.3.2.7. Other exemptions mentioned in disclaimers and platform rules issued by finance.

22.3.3. To the maximum extent permitted by applicable law, in no event will the Ecosystem Operator, its affiliates and their respective shareholders, members, directors, officers, employees, attorney, agents, representatives, suppliers, or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever, even if the Ecosystem Operator has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were a result of Ecosystem Operator's gross negligence, fraud, willful misconduct or intentional violation of law.

22.3.4. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

## **23. Force Majeure**

23.1. The Ecosystem Operator shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from:

23.2. Any cause or condition beyond our reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond The Ecosystem Operator's reasonable control and shall not affect the validity and enforceability of any remaining provisions.

23.2.1. These include pandemic-related events and lockdown restrictions, defined here as force majeure.

## **24. Indemnification**

24.1.1. You agree to indemnify and hold the Ecosystem Operator, its affiliates and Service Providers, and each of their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

24.1.1.1. Your breach of these Terms & Conditions,

24.1.1.2. Your use of, or inability to use, the Website;

24.1.1.3. Your violation of these Terms or any other applicable terms, policies, warnings, warranties, or instructions provided by the Ecosystem Operator or a Third-party in relation to the Website;

24.1.1.4. Your use of Nunu Spirits Services, including the Developer's Tools,

24.1.1.5. Your violation of any applicable law or any rights of any Third-party.

## 25. Links

25.1.1. The Website may contain links which direct you to third-party websites. The Ecosystem Operator rejects any liability on said Third-party websites, which are solely provided in the Users interest.

25.1.2. The Ecosystem Operator has no influence on the content of third-party websites. The Ecosystem Operator, therefore, cannot assume any guarantee for the accuracy, completeness, or safety of this Third-party content.

## 26. DISCLAIMERS

### 26.1. Limitations of Liability for Gas, Failed Transactions, Smart Contract Bugs

26.1.1. Users in minting NFT(s) agree to hold the Ecosystem Operator harmless for any losses incurred as a consequence of minting or claiming an NFT. These potential losses include any gas fees for failed transactions, any excessive gas fees charged due to website or smart contract bugs, and any loss of any NFT(s) due to website or smart contract bugs.

### 26.2. Risk Assumption of NFTs

26.2.1. You accept and acknowledge each of the following:

26.2.1.1. To the extent that you sell your NFT, please be aware that the prices of NFTs are extremely volatile and fluctuations in the

prices of other NFTs and impact the price of your NFT(s) both positively and negatively. Given the volatility, NFTs should not be considered an investment. You assume all risks in that connection and acknowledge that there is no intrinsic value to the Nunu Spirits associated NFTs.

- 26.2.1.2. Ownership of a NFT confers ownership of digital artwork only. Accordingly, no information on this Site (or any other documents mentioned therein) is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this Site qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. Due to the artistic nature of the project, Nunu Spirits has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of the NFT and the associated art is in compliance with laws and regulations in your jurisdiction.
- 26.2.1.3. You assume all risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.
- 26.2.1.4. NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value for your NFT. You understand and accept all risk in that regard.
- 26.2.1.5. You assume all responsibility for any adverse effects of disruptions or other issues impacting Nunu Spirits or the Nunu Spirits platform.

### 26.3. SAFT Disclaimer

- 26.3.1. This Agreement is not registered or modified under the Securities Act of 1933 (the Act) or securities laws of various other states. This SAFT

may not be available for sale, transfer or mortgage other than as permitted under the act and securities law applicable by the state. These applicable laws should be compatible with a compelling registration statement or an exception accordingly. In case of sale, transfer or mortgage of this soft, an opinion of counsel that is reasonable and satisfactory to the issuer may be required and compatible with the act and/or applicable state securities law if any<sup>1</sup>.

#### 26.4. No Guarantees or Future Promises

26.4.1. While The Ecosystem Operator has released a roadmap outlining future goals and plans for community development, we cannot guarantee to accomplish every item outlined during the pre-launch planning phase as ideas and projects evolve organically. You agree that your appointment of a NFT from our launch is all you are guaranteed to receive with your initial appointment, whether through primary or secondary channels. Any future benefits are ancillary to this appointment and not to be taken into consideration with your initial appointment. You agree that you are not relying on any future commitments by the Ecosystem Operator in using this site and participating in our NFT launch.

#### 26.5. No Guarantees of Value

26.5.1. The Ecosystem Operator's NFTs were created purely as collectibles, not as investment vehicles or substitutes for cryptocurrency. We make absolutely no promise or guarantee that these NFTs will subsequently retain monetary value in fiat, cash or cryptocurrency.

#### 26.6. Compliance Disclaimer

26.6.1. The Parties shall endeavor to perform their duties in compliance with all applicable laws, regulations, codes, ordinances, and with those of any other authority having jurisdiction over their sales.

#### 26.7. Class Action Waiver, Jurisdiction and Choice of Law

26.7.1. You agree to waive any class action status, and any legal dispute around The Ecosystem Operator which you may choose to bring can only be done on an individual basis.

#### 26.8. Children

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<sup>1</sup>If you are unaware of your status to participate in these Terms & Conditions. Seek the opinion of a qualified legal consultant in the jurisdiction of your citizenship.

26.8.1. The Ecosystem Operator NFT(S) are not targeted towards children. You agree that you are over the age of 18, or above the legal age of your jurisdiction, whichever is greater. Any individual under the age of 18 participating in this project should only do so under parental supervision.

26.9. Website Disclaimer

26.9.1. You expressly acknowledge and agree that your access to and use of the Website is at your sole risk. As between you and the Ecosystem Operator, to the maximum extent permitted by applicable law, the website is provided on an “as is” and “as available” and “underdevelopment” basis and the Ecosystem Operator expressly disclaims all representations, warranties, and conditions (express or implied, oral or written), including any implied warranty of merchantability, fitness for a particular purpose and non-infringement.

26.9.2. All content available on the website, including the Ecosystem Operator’s white-paper, are made available for informational purposes only and should not be contractual or binding in any way for The Ecosystem Operator. You should not rely upon this content in any way.

26.9.3. The Ecosystem Operator does not give any warranty in relation to the website, the software, and content nor with any services, information published or available on the website, should it be its availability, accuracy, or lawfulness. The Ecosystem Operator shall not verify, update or correct such information. The Ecosystem Operator does not warrant that the website will be available at all times and expressly reserves the possibility to discontinue the website without notice. In addition, the Ecosystem Operator does not represent or warrant that the operation of the Website will be secure, uninterrupted, error-free, or virus-free, or; any defects in the Website will be corrected. no oral or written information, guidelines, or advice given by the Ecosystem Operator will create a warranty. The foregoing disclaimer of warranties will apply to the maximum extent permitted by applicable law.

26.9.4. The laws of some states or jurisdictions do not allow the disclaimer of implied warranties, so some or all of the disclaimers in this section may not apply to you. You agree that the entire risk arising out of your use of the website remains solely with you.



- 26.9.5. Any warranty, condition, or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into these Terms by statute, common law, laws applicable in the country where you used the Website or otherwise (including without limitation any implied term as to the quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded. If you have a dispute with one or more User(s), and/or Third-part(y/ies), you agree to release the Ecosystem Operator (including our affiliates, and each of our respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.
  - 26.9.6. You waive, any and all other warranties of any kind, whether express or implied, including, without limitations, warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade.
  - 26.9.7. You understand that blockchain technology is still in an early stage of development. It therefore carries significant operational, technological, financial, regulatory and reputational risks. You are fully aware of such risks and accept them as part of your use of the Services.
  - 26.9.8. It is your sole responsibility to not lose your crypto-assets, in particular by losing access to the keys which allow access to your wallet and/or allowing malicious third parties to access your keys and/or your wallet.
  - 26.9.9. The Ecosystem Operator will not be held liable for any loss of crypto-assets and/or other damage incurred by you as a result of the transfer of crypto-assets to your wallet or loss of key or attack on your wallet.
- 27. Notice Of Claim and Dispute Resolution Period**
- 27.1. Please contact the Ecosystem Operator first! The Ecosystem Operator wants to address the User's concerns without resorting to formal legal proceedings, if possible. If the User has a dispute with the Ecosystem Operator, then the User should contact the Ecosystem Operator and a ticket number will be

assigned. The Ecosystem Operator will attempt to resolve the User's dispute internally as soon as possible.

- 27.2. The parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).
- 27.3. In the event the dispute cannot be resolved satisfactorily, and the User wish to assert a legal claim against the Ecosystem Operator, then the User agree to set forth the basis of such claim in writing in a "Notice of Claim," as a form of prior notice to Ecosystem Operator. The Notice of Claim must (1) describe the nature and basis of the claim or dispute, (2) set forth the specific relief sought, (3) provide the original ticket number, and (4) include your email.
- 27.4. The Notice of Claim should be submitted to an email address or hyperlink provided in the User's correspondence with the Ecosystem Operator. After the User has provided the Notice of Claim to the Ecosystem Operator, the dispute referenced in the Notice of Claim may be submitted by either the Ecosystem Operator or the User to arbitration in accordance with the paragraph below.

## **28. Governing Law and Dispute Resolution**

- 28.1. These Terms & Conditions, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to these Terms & Conditions, or the negotiation, execution or performance of these Terms & Conditions (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with these Terms & Conditions or as an inducement to enter into these Terms & Conditions), shall be governed by, and enforced in accordance with the laws of the United Arab Emirates (UAE). To the exclusion of the provisions of the conflict of laws and any international conventions applicable, including but not limited to the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG), as amended from time to time.
- 28.2. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of

arbitrators shall be one. The seat, or legal place, of arbitration, shall be London (UK). The language to be used in the arbitral proceedings shall be English.

28.3. The Parties agree that any dispute is personal to the User and The Ecosystem Operator, and that any dispute shall only be resolved by an individual litigation and shall not be brought as a class action, or any other representative proceeding. The User agrees that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.

28.4. In case of dispute, the User shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

**29. Applicability**

29.1. These Terms & Conditions and any other legal notices published by The Ecosystem Operator on the Site shall constitute the entire agreement between the User and Ecosystem Operator concerning use of the Site and the Service.

29.2. These Terms & Conditions sets forth the entire understanding and agreement between the User and Ecosystem Operator as to the subject matter hereof, and supersedes any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these Terms & Conditions), and every nature between and among the User and Ecosystem Operator.

29.3. Should any term, condition, or provision of these Terms & Conditions be deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions, and provisions shall remain valid and enforceable. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible.

29.4. Suppose a court of law determines that any term, condition, or provision of these Terms & Conditions is invalid or unenforceable but that by limiting such term, condition, or provision, it would become valid and enforceable. In that case, such term, condition, or provision shall be deemed to be written, construed, and enforced as so limited.

**30. Contact**

30.1. If you have any feedback, question, or complaint, contact us via email at

[info@nunuspirits.io](mailto:info@nunuspirits.io);

- 30.2. When you contact Nunu Spirits please provide us with your name, address, and any other information we may need to identify you, your Nunu Spirits reference, and the issue on which you have feedback, questions, or complaints.
- 30.3. If you wish to contact us by mail, please do so at the following address:  
Business Centre Building A3, Dubai World Central, Dubai, United Arab Emirates,
- 30.4. If you have any questions concerning the processing of your data, please address your correspondence to the Nunu Spirits Data Protection Officer at:  
[info@nunuspirits.io](mailto:info@nunuspirits.io);
- 30.5. If you are currently receiving marketing information that you would prefer not to receive in the future, please email us at: [contact@nunuspirits.io](mailto:contact@nunuspirits.io).