



TERMS & CONDITIONS

DINO WARRIORS

Envoy Exploitatie N.V., who may also be referred to as “We,” “Us,” or “Our,” welcomes you. We invite you to access and use our website, envoy.art, and the related services (collectively, the “Website”).

These terms and conditions (“T&C”) are entered into and agreed to by the individual users or entities accessing the Website (collectively, the “Users”, “You”, or “Your”) and Envoy Exploitatie N.V., a limited liability company (naamloze vennootschap) existing under the laws of Curaçao, registered in the Commercial Register of the Curaçao Chamber of Commerce & Industry under number 157630, and having its corporate seat in Willemstad, Curaçao and its business address at Landhuis Groot Kwartier, Groot Kwartierweg 12 in Willemstad, Curaçao. The T&C govern Users’ access and use of the Website and, where applicable, the NFTs related to Us. “NFT” means any blockchain-tracked, non-fungible token, such as those conforming to the ERC-721 standard.

Please note that our Privacy Policy, which can also be found on the Website, should be read and interpreted together with the T&C include.

Our Website is not intended for children. You must be at least 18 years old to access this Website. If You are under 18 years old You are not permitted to use this Website for any reason. By accessing the Website, You represent and warrant that You are at least 18 years of age, you have the right and authority to enter into this agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein. You may not allow other persons to use your User credentials, and you agree that you are the sole authorized user.

We reserve the right to update or otherwise modify these T&C from time to time. You remain responsible for checking these T&C periodically for changes and updates. Your use of the Website following such posted changes and updates constitutes acceptance of such changes and updates.

The Website may contain links or references to other websites and content which are not provided by Us. Such independent sites are not under Our control and We are not responsible for them. We have not checked and approved their content and/or their terms and conditions and/or privacy policies (if any). In

particular, purchases of NFTs related to Us are governed by the terms and conditions of the platforms and/or marketplaces which are used for the auction and/or purchase of the NFT.

BY ACCESSING AND USING THE WEBSITE, YOU ATTEST THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE LEGALLY BOUND BY THESE T&C AND ALL OF THE TERMS OF SERVICE INCLUDED AS PART OF OZONE NETWORKS, INC D/B/A OPENSEA (<https://opensea.io/tos>). IF YOU DO NOT AGREE TO THESE T&C, THEN YOU SHOULD NOT ACCESS OR USE THE WEBSITE.

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE. YOU AGREE THAT DISPUTES UNDER THESE NFT TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Your obligations and responsibility

By accessing and using the Website, including Our Programs and Tools (as defined in these T&C), You acknowledge that You are responsible for your actions on the Website. Most of the content available on the Website, including all information, source code, data, logos, marks, designs, graphics, pictures, video files, sound files, illustrations, graphics, and similar (collectively, "Our Content") is owned by Us, Our partners, agents, licensors, vendors, and/or other content providers. Our Content is protected by applicable intellectual property laws and international treaties.

You declare, acknowledge and agree that:

- You have all the necessary rights, power and authority to enter into these T&C and to fulfill your contractual obligations hereunder;
- any and all information You provide is true, accurate and not misleading;
- the information You provide, upload, post, e-mail, transmit, or otherwise make available to Us, or on the Website, including without limitation reviews, trademarks, logos, screenshots and videos is accurate and free of third-party encumbrances;
- You will not provide content that is unlawful, defamatory, infringing, libelous, abusive, disparaging, pornographic, invasive of another's privacy, promotes illegal activities/conduct or violates applicable laws or regulations;
- You will not provide content that You do not have the right to make available under any law or contractual or fiduciary relationship (such as insider information, proprietary and confidential information, learned or disclosed as part of employment relationships, or information protected under nondisclosure agreements);
- You will not provide content that contains a software virus or any other code files or programs with the ability to interrupt, destroy, compromise, or otherwise limit the functionality of any computer software or hardware or telecommunications equipment;
- You will not forge headers or otherwise manipulate identifiers for the purpose of disguising the origin of any content;
- You will not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of the Website or Our vendors without Our express written consent;

- You will not avoid, bypass, reverse engineer, interfere with, deactivate, impair, descramble or otherwise circumvent any technical measure implemented by Us to administer and protect the Website;
- You will not use any automated means or form of data scraping or data extraction to access, query, download or otherwise collect any information or content from the Website (except as expressly permitted by Us) or otherwise without authorization use or upload our content; or create new links, reposts, or referrals through the use of any engine, software, tool, agent, device or mechanism (including automated scripts, spiders, robots, crawlers and data mining tools);
- You will not duplicate, download, publish, modify or otherwise distribute Our Content for any purpose other than for your own individual use, except with Our explicit consent hereto;
- You will not collect or "harvest" from the Website the personal information of other Users without their consent for the purpose of transmitting unsolicited commercial mass mailings, "spamming" or any other unlawful purpose; and
- You will not access the Website by any means other than through interfaces expressly authorized by Us and these T&C.
- Nothing on this Website or what is otherwise stated by Us is intended to be and/or to be considered as tax, legal and/or financial advice. You are responsible to seek Your own tax, legal and/or financial advice and/or consult your own tax, legal and/or financial advisor before taking any action in relation to this Website and our NFTs.
- You are solely responsible to pay any and all sales, use, value-added and other taxes, duties now or hereafter claimed or imposed by any governmental authority associated with Your use of the Website and/or in relation to the selling and buying of Our NFTs. Except for income taxes levied on Us, You: (a) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (b) will not be entitled to deduct the amount of any such taxes, duties or assessments from payments (including gas fees) made to us pursuant to these T&C.
- Transactions related to NFTs can require the payment of a transaction fee (each, a "Gas Fee"). The Gas Fees fund the relevant and/or used network of computers that run the decentralized network. This means that you will possibly need to pay a Gas Fee for each transaction that you instigate on or via the Website or via our Programs or Tools. You will be solely responsible to pay any Gas Fee, where applicable, for any transaction that you instigate on or via the Website or via our Programs or Tools.
- If You reside in a jurisdiction where NFTs and/or digital assets or online gambling are banned in any way, you will refrain from accessing Content and from using Our Programs and Tools.
- You will refrain from using our Programs and Tools, defined below, if you are prohibited from accessing or using such programs or tools, or any of this Website's contents, products or services by applicable law.

- You confirm that you are not a member, citizen, resident or currently physically present in any of the following countries: Afghanistan, Angola, Aruba, Bangladesh, Belarus, Benin, Bhutan, Bolivia (Plurinational State of), Bosnia and Herzegovina, Botswana, Brunei Darussalam, Burkina Faso, Burundi, Cambodia, Cameroon, Caribbean Islands, Cape Verde, Central African Republic, Chad, China, Comoros, Congo (Democratic Republic of the), Congo (Republic of), Côte d'Ivoire, Cuba, Djibouti, Dominica, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guatemala, Guinea, Guyana, Haiti, Honduras, Iran, Iraq, Jordan, Kenya, Korea (Democratic People's Republic of), Korea (Republic of), Kyrgyzstan, Lao People's Democratic Republic, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Mauritania, Micronesia (Federal States of), Moldova, Mongolia, Montenegro, Mozambique, Myanmar (Burma), Nauru, Nepal, New Caledonia, Nicaragua, Niger, Nigeria, Niue, Oman, Pakistan, Palestine, Papua New Guinea, Réunion, Rwanda, Samoa, Sao Tome and Principe, Senegal, Serbia, Sierra Leone, Somalia, South Georgia and the South Sandwich Islands, South Sudan, Sudan, Sri Lanka, Suriname, Swaziland, Syria, Taiwan, Tajikistan, Tanzania, Timor-Leste, Togo, Tonga, Trinidad and Tobago, Tunisia, Turkmenistan, Uganda, Ukraine, United States of America, Uzbekistan, Vanuatu, Venezuela, Western Sahara, Yemen, Zambia, Zimbabwe.
- The sale of NFTs related to Us, including the Alien Samurai Dino Warriors NFTs, as well as these NFTs themselves are not securities, commodities, swaps on either securities or commodities or financial instruments of any kind. We have no intention to enter into an investment contract with You for the purposes of securities laws. The sale of NFTs related to Us, including the Alien Samurai Dino Warriors NFTs, as well as these NFTs themselves are not intended to be a “financial instrument” subject to regulation in the EU under the EU Directive 2014/65/EU on Markets in Financial Instruments (“MiFID2”); a “security” subject to regulation under the EU Prospectus Directive; “electronic money” subject to regulation under Directive 2009/110/EC (“e-Money Directive”), or a “payment instrument” or “money remittance” or “payment transactions” subject to regulation under Directive 2015/2366 (“Payment Services Directive 2”). Purchases and sales of NFTs related to Us, including the Alien Samurai Dino Warriors NFTs, are not subject to the protections of any laws governing those types of financial instruments. This Agreement does not constitute a prospectus or offering document, and is not an offer to sell, nor the solicitation of an offer to buy an investment, a security, commodity, or a swap on either a security or commodity or any other type of financial instrument.
- The NFTs related to Us, including the Alien Samurai Dino Warriors NFTs, are not designed for investment purposes and should not be considered as a type of investment. You acknowledge and agree not to purchase NFTs related to Us, including the Alien Samurai Dino Warriors NFTs, for purposes of investment, speculation, as some type of arbitrage strategy, for immediate resale or other financial purposes.

At Our discretion, We may, but are not obligated to, monitor and terminate User activity on the Website, and/or edit or remove User content, which violates or otherwise fails to comply with these T&C.

2. Our Programs and Tools

When addressing matters in any content made available by Us by means of the Website, videos, newsletters, NFT drop announcements, programs, offerings, tools, strategies, recommendations, ideas, or other content (collectively, "Our Programs and Tools"), We have taken every effort to ensure that We accurately represent our programs. However, We do not guarantee that You will get any results or earn any money using Our Programs and Tools, and nothing in Our Programs and Tools is a promise or guarantee to You of future earnings.

YOU EXPRESSLY AGREE THAT YOUR USE OR INABILITY TO USE THE WEBSITE IS SOLELY AT YOUR SOLE RISK. By using Our Programs and Tools, You accept, agree and understand that You are fully responsible for your progress and results and that We offer no representations, warranties or guarantees verbally or in writing regarding your earnings, business profit, marketing performance, audience growth or results of any kind. You also understand that any testimonials or endorsements by Our customers or audience represented in Our Programs have not been scientifically evaluated by Us and the results experienced by individuals may vary to a significant degree. The statements outlined in Our Programs and Tools are Our opinions and thus are not guarantees or promises of actual performance. All services and/or products are subject to availability.

YOU MAY NOT USE OUR PROGRAMS AND TOOLS IF YOU ARE PROHIBITED FROM ACCESSING OR USING SUCH PROGRAMS OR TOOLS, OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

The following applies specifically to all tools which can be used on our Website, including but not limited to tools concerning the purchase of NFTs ("Tools"):

- Disclaimer and Modification of Terms of Use

The Tools are provided on an "as is" and "as available" basis and may contain defects and software bugs. You are advised to safeguard important data, property and content, to use caution, and not to rely in any way on the correct or secure functionality or performance of the Tools.

- Account Access and Security

Access to the Tools is provided via a third party private key manager selected by You (e.g., a Web3 Provider, Metamask, a USB interface for Ledger Wallet, the Mist browser, or other). Security and secure access to each account in the Tools is provided solely by the third party private key manager You select to administer Your private key. You and the third party private key manager You select are entirely responsible for security related to access of the Tools and all information provided by You to such third party provider (including without limitation, email or phone number). We bear no responsibility for any breach of security or unauthorized access to Your account (the "Account"). You are advised to: (a) avoid any use of the same password with Your selected third party private key manager that You have ever used outside of the third party private key manager; and (b) keep Your password and any related secret information secure and confidential and do not share them with anyone else.

You are solely responsible for all activities conducted through your account whether or not you authorize the activity. In the event that fraud, illegality or other conduct that violates these T&C is discovered or reported (whether by You or someone else) that is connected with your Account, Your account may be suspended or blocked.

You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your devices. You are solely responsible for any harm resulting from Your disclosure, or authorization of the

disclosure, of Your password or from any person's use of Your password to gain access to Your Account. You acknowledge that in the event of any unauthorized use of or access to your Account, password or other breach of security, You accept that due to the nature of the Tools and the platform itself, We will be unable to remedy any issues that arise.

Transactions that take place using the Tools are confirmed and managed via the Ethereum blockchain. You understand that Your Ethereum public address will be made publicly visible whenever You engage in a transaction using the Tools.

3. Risk assumption

You also acknowledge and agree that:

- The prices of blockchain assets are extremely volatile, subjective and have noninherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs, which may also be subject to significant price volatility. In addition, a lack of use or public interest in NFTs could negatively impact the potential utility or value of NFTs. Each NFT has no inherent or intrinsic value. There is no guarantee that any purchases of NFTs will retain their original value, as their value is inherently subjective and factors occurring outside of the platform(s) related to the NFTs may materially impact the value and desirability of any particular NFT.
- Given the volatility, NFTs should not be considered an investment. You assume all risks in that connection.
- A royalty or secondary sale fee can be applied when You sell NFTs on the secondary markets for NFTs. To the extent possible, We apply a royalty of 10% on each re-sell.
- We do not store, send, or receive NFTs. NFTs related to us exist only by virtue of the ownership record maintained on the Ethereum blockchain. Any transfer of NFTs related to Us occurs within the Ethereum blockchain.
- There are 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 digital wallet.
- The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the related platforms or services, and therefore the potential utility or value of your NFTs.
- Upgrades to the Ethereum blockchain, a hard fork in the Ethereum blockchain, or a change in how transactions are confirmed on the Ethereum blockchain may have unintended, adverse effects on all blockchains using the Ethereum blockchain's NFT standard.
- You accept and acknowledge each of the following:
- No information on this Website (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 Website 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, there have not been specific registrations with or approvals by any regulator in any jurisdiction.

- It remains your sole responsibility to assure that the purchase of any NFT and the associated art is in compliance with laws and regulations in your jurisdiction.
- 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.
- 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 NFTs. You understand and accept all risk in that regard.
- You assume all responsibility for any adverse effects of disruptions or other issues impacting Ethereum or the Ethereum platform.
- All purchases of NFTs, as well as associated charges, are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the NFT, any disruption to the operations of any components of the NFT, or any other reason whatsoever.

4. Ownership and (Intellectual Property) Rights

We, Our partners, agents, licensors, vendors, and/or other content providers own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these T&C's for purposes of viewing the material contained on this Website.

Our Intellectual property. The Website and all intellectual property rights therein, including, without limitation, the vendor listings We create from publicly available or licensed content, along with Our Content, constitute the property of us, our Affiliates and/or our authorized licensors, and are protected by intellectual property laws. Except to the extent otherwise expressly permitted under copyright law, the User will not copy, reproduce, modify, use, distribute, display, create derivative works of or otherwise exploit the said content without the express written consent of us or the applicable copyright owner.

Our brand. You may not use the brand, the word or figurative trademarks associated with the Website, us, or third-party trademarks without prior consent of a trademark owner. You are not allowed to use such brands and trademarks in any way that suggests that our sponsors, endorses, or associates with You without obtaining prior written consent from us.

Your content. By submitting Your content, You guarantee that you have the legitimate rights to use Your content. You must not infringe any intellectual property rights of others when uploading or creating Your content. You grant us unrestricted, sub-licensable, royalty-free, perpetual, and irrevocable rights to store, use, distribute, advertise, adapt, remix, modify, display, perform, excerpt, prepare derivative works of, reproduce, and sell Your content for the purposes of providing You with the requested services and carrying out our legitimate business interests. You understand and agree that we have no obligation to monitor or review Your content.

Third-party intellectual property. Some of the intellectual property assets, such as third-party trademarks, featured on the Website or in the Programs and Tools may be owned by other third parties (the "Third-

Party Content”). The Third-Party Content does not belong to us (although it may be licensed to us) and it remains the property of the respective third-party proprietors. You may not use any Third-Party Content without the prior authorization of the owners of such content, notwithstanding any functionalities of the Website. We do not guarantee that You will have access to Third-Party Content at all times.

Ownership of a NFT/collectible. Owners of a NFT/collectible will not own any intellectual property or other rights to any underlying digital artwork referenced by the NFT/collectible. When you purchase a NFT/collectible, you will retain the ability to transfer the NFT/collectible to other parties. You have the limited right to transfer the NFT/collectible, provided that (i) the transferee accepts all of these T&Cs and all of Ozone Networks, Inc. d/b/a OpenSea terms of service, <https://opensea.io/tos>; (ii) You have not prior to the transfer violated any of these T&Cs and Conditions and/or Ozone Networks, Inc. d/b/a OpenSea terms of service, <https://opensea.io/tos>; and (iii) the party receiving the NFT provides us with a valid e-mail address.

As an owner of a NFT/collectible, you may among others not: (i) copy, modify, edit or reverse engineer any part of the NFT/collectible including all of its features or attributes, (ii) use the NFT/collectible as part of another work, (iii) use the NFT/collectible for any commercial purpose or create any commercial products which feature or refer themselves to the NFT/collectible, (iv) use the NFT/collectible for any purposes that infringes the rights of others or which is unlawful in any way, (v) take any steps that may have the effect of misleading others as to the identity of the creator, and/or (vi) use the NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others, drugs (including, without limitation, both prescription and non-prescription) or other supplements, death, pornography or other “adult only” or sexually explicit activities, massage parlors, prostitution or any dating or escort activities, weapons or ammunition, denigration or discrimination against individuals based on race, national origin, gender, religion, disability, ethnicity, sexual orientation, gender identity or age, medical conditions and/or political campaigns or causes.

5. DISCLAIMER

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK, AND THAT THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (III) THE SITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

B. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFULL MISCONDUCT.

C. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK NOR DO WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES REGARDING ANY SMART CONTRACTS.

D. WE WILL NOT BE RESPONSIBLE FOR ANY OBLIGATIONS YOU MIGHT HAVE AS REGARDS TAXES WHICH MIGHT APPLY TO YOU IN RELATION TO SELLING AND BUYING NFTS.

6. Limitation of Liability and Indemnification

We will not be liable for any consequential, special, indirect, exemplary or punitive damages arising out of or in any way related to these T&C, Users' use of the Website, including without limitation, loss of profits, revenue, interest, goodwill, loss or corruption of data or other interruption of business (whether in contract, tort or under other legal theory), even if advised of such damages.

We will not be liable for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the obligations under these T&C, or for any reason whatsoever, except fraud on our part.

We will not be liable for any impossibility, failure or delay in using the Website and/or an NFT related to Us resulting from a force majeure event, including, without limitation, natural disasters, acts of God, government regulations, war, terrorism, labor disputes and power failures, and/or resulting from events beyond our reasonable control, including but not limited to issues related to the concerned blockchain or the file storage system.

We cannot and will not be liable for any loss or damage arising from Your sharing or other loss of Your private key or related information, or any other damage or loss arising from unauthorized access to Your Account.

We have no control over any payments or transactions conducted on or via the Website or via our Programs or Tools, nor do we have the ability to reverse any payments or transactions. We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in on or via the Website or via our Programs or Tools. We do not provide refunds for any purchases that you might make on or via the Website or via our Programs or Tools.

We will not be responsible or liable for errors or failures to execute any purchase of an NFT related to Us, including, without limitation, errors or failures caused by: (i) your failure to follow Our or related parties' instructions; (ii) any loss of connection to platform used for the purchase of the NFT or related services unless caused by our gross negligence; (iii) a failure of any software or device used by you to purchase the NFT; or (iv) for any other failure to execute the NFT purchase or for errors or omissions in connection with this activity unless caused by our gross negligence.

YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 6 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) 500 EURO.

The User (in its capacity as "Indemnitor") agrees to indemnify, defend and hold harmless us, our agents, affiliates and employees (in its capacity as "Indemnitee") from and against any and all third-party claims, liabilities, losses and expenses (including damage awards, settlement amounts and reasonable attorneys'

fees) arising out of or relating to User's respective violation of these T&C's, except to the extent such losses and expenses arise from the negligence or willful misconduct of Indemnitee.

7. Termination By Us

We reserve the right, in our sole discretion, without penalty and at any time without notice, to modify or discontinue (temporarily or permanently) User's access to the Website, or any part thereof if We believe that User is violating these T&C. If the User uses or attempts to use the Website for any purpose that contravenes these T&C (including without limitation tampering, hacking, data scraping, modifying or otherwise corrupting the security or functionality of the Website), the User may also be subject to civil and criminal liability.

The rights granted under these T&C shall in any way automatically terminate and all rights shall return to Us if (i) at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your NFT/collectible for any reason except as specially provided in section 4, (ii) the email address you provide to Us is no longer valid; (iii) you breach any of the T&Cs and conditions and/or Ozone Networks, Inc. d/b/a OpenSea terms of service, <https://opensea.io/tos>; (iii) you have a receiver or similar party appointed for your property, become insolvent, acknowledge your insolvency in any manner, make an assignment for the benefit of your creditors, or file a petition of bankruptcy; (iv) you engage in any unlawful business practice related to the NFT; or (v) you disparage Us and/or each of our parent, subsidiary and/or affiliate companies, and/or each of their respective officers, directors, members, affiliates, agents, attorneys and/or employees.

8. Severability

If any provision of these T&C is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these T&C unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

9. Assignment

We shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these T&C without any notification or consent required. However, You shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these T&C.

10. Governing Law

These T&C are governed by the laws of Curaçao, except for its conflicts of interest principles. All claims arising out of or relating to these T&C shall be finally settled by arbitration in Curaçao under the rules of arbitration of the UNCITRAL Model Law on International Commercial Arbitration by one arbitrator with the Court of First Instance of Curaçao as the authority referred to in Article 6 of said rules.

11. Contacting Us

Please submit any questions you have about these T&C or any problems concerning the Website by email to info@envoy.art

In the United States, the Securities and Exchange Commission (SEC) has not yet ruled on whether non fungible tokens (NFT) are **securities under existing federal law**. Securities generally cannot be offered or sold unless a registration statement has been filed with the SEC and the offering is accompanied by a detailed prospectus. Until we determine that the DINO Warriors NFT is not subject to SEC registration, the sale of DINO Warriors NFT to investors domiciled in the United States will be restricted.