

TERMS OF USE

The NEFTURIANS website (www.nefturians.com) (the “**Site**”) allows users the opportunity to purchase unique Ethereum blockchain-tracked, non-fungible tokens (NFTs) (“**Nefturians NFTs**”) that serve as digital collectibles and are originally created by NEFTURIANS (“**Nefturians**”, “**we**”, or “**us**”). These Terms of Use (“**Terms**”) are a legally binding agreement between you and NEFTURIANS and set forth the terms for your use of the Site (however accessed, whether via web, mobile, or otherwise) and the limited services made available through the Site as described herein (the Site and services, collectively, the “**Services**”).

BY USING THE SITE OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THE SITE OR SERVICES.

For clarity, these Terms do not govern your use of NEFTURIANS’s and its affiliates’ other websites (e.g., nefture.com) and associated mobile applications, nor any other product or service purchased from a website or application besides the NEFTURIANS NFTs.

1. **Purchasing NEFTURIANS NFTs.**

Third Party Vendors. All transactions made through the Services are managed and confirmed on the Ethereum blockchain, and are processed by third-party vendors (collectively, “**Third Party Vendors**”), rather than by NEFTURIANS. For example, in order to initiate the minting and purchase of a NEFTURIANS NFT, and to display, store, trade and sell your NEFTURIANS NFT, you may need to set up, respectively, an electronic wallet with Metamask (provided by ConsenSys Software Inc.) and an account with the OpenSea marketplace (Ozone Networks, Inc.). By using the Services to do any of the foregoing, you agree to the terms of service, and, where applicable, the privacy policies of such Third Party Vendors, including without limitation the Metamask [terms of service](#) and [privacy policy](#), and the OpenSea [terms of service](#) and [privacy policy](#). Except as expressly set forth herein, those Third Party Vendor terms govern the transaction that is effectuated on the Ethereum blockchain when you request NEFTURIANS to mint any NEFTURIANS NFT, including any related decentralized technologies (e.g., Ethereum), websites, services, tools, applications, smart contracts, and APIs which are provided by such Third Party Vendors. For clarity, the Services do not include services provided by Third Party Vendors.

You hereby expressly grant the right, power, and authority to transmit your information to such Third Party Vendors as reasonably necessary for NEFTURIANS to provide the Services to you. NEFTURIANS has no affiliation with any Third Party Vendors, and NEFTURIANS does not and will not collect or receive any of the information, including any personal information, that you provide to such Third Party Vendors, except for any information that may be publicly available on the Ethereum blockchain. Because NEFTURIANS has no control over Third Party Vendors, or their websites or mobile applications, you acknowledge and agree NEFTURIANS is not responsible for the availability of such external websites, mobile applications or resources accessible from those Third Party Vendors, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does NEFTURIANS endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications.

Purchase Terms. You may initiate a purchase of NEFTURIANS NFT(s) by selecting “Mint” on the Site. As this is a blind drop, each buyer will receive a random NEFTURIANS NFT from the collection that will be revealed upon the end of the minting period. For a more complete description of this sale, please see the FAQ on our website..

All purchases effectuated through the Site are final and non-refundable. Purchases may be made by using one or more cryptocurrencies that we may elect to accept from time to time. We retain the right in our discretion to limit the dollar (or equivalent in other currencies) amount and number of any transactions on the Site. You acknowledge and agree that all transactions effectuated through the Site are publicly visible on the Ethereum blockchain when made.

You are responsible for all payments, fees and costs when engaging in any transactions involving NEFTURIANS NFTs, including, without limitation, the purchase price, transaction fees (e.g., “gas” fees) and all other fees associated with your use of the Services or the services of Third Party Vendors, including but not limited to purchasing, trading and “burning” a NEFTURIANS NFT. You also are solely responsible for payment of all national, federal, state, local or other taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any national federal, state, local, international or any other governmental authority or taxing jurisdiction, including, without limitation, any income, sales, use, value-added (VAT), goods and services and other taxes and duties associated with your use of the Services, the services of Third Party Vendors, and your purchase of NEFTURIANS NFTs from any party. You are solely responsible for any tax reporting for transactions in which you may be a seller of NEFTURIANS NFTs.

Secondary Sales. You may have the right to sell or transfer your NEFTURIANS NFTs on the OpenSea marketplace and other marketplaces. We do not monitor or control any marketplace purchases or sales, or any other activity beyond that on the Site.

Limited License. In connection with your purchase of one or more NEFTURIANS NFT, and subject to your compliance with the terms of this Agreement, NEFTURIANS may grant you a limited license to display the original artwork that was minted as a NEFTURIANS NFT and is associated with the NEFTURIANS NFT(s) that you purchase (“**Artwork**”). The terms of said limited license, including restrictions on the use of any such Artwork and provisions related to the term and termination of same (“**Limited License**”).

2. Ownership.

You acknowledge and agree that NEFTURIANS (or, as applicable, its licensors) owns all legal right, title and interest in and to the content of the Site, the Artwork, and all intellectual property rights therein. Any rights that you may have in and to the Artwork are limited to those expressly described in the Limited License. NEFTURIANS (on behalf of itself and, as applicable, its licensors) reserves all other rights in and to the Artwork, including all copyrights in and to the Artwork (e.g., the right to reproduce and make copies, to prepare derivative works, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).

3. DISCLAIMER OF WARRANTIES

IF YOU CHOOSE TO USE THE SITES OR SERVICES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE SITES AND SERVICES ARE PROVIDED “AS IS” AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY,

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITES OR SERVICES, OR ANY OF THEIR FUNCTIONS, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITES OR SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES OR SERVICES WITH REGARD TO CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, NEFTURIANS CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITES OR SERVICES. NEFTURIANS MAY RESTRICT THE AVAILABILITY OF THE SITES OR SERVICES OR CERTAIN AREAS OR FEATURES IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITES OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITES OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SITES OR SERVICES.

You agree that the NEFTURIANS NFTs are not and shall not be based upon or redeemable for any tangible or physical item, fractionalized, or capable of use as a coupon, investment, security or other financial instrument or knowingly marketed in any other manner that would cause transactions to be governed by any applicable securities laws, including but not limited to the Securities Act of 1933, and are not convertible virtual currencies.

You acknowledge and agree that the characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology is uncertain and continually evolving, and is accompanied by inherent risks, including risks related to faulty or insufficient hardware, software, or internet connections; introduction or intrusion of malicious code or software; hacking or unauthorized access to your digital wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention and/or tax treatment in relation to transaction in cryptocurrency. You further acknowledge and agree that digital assets are highly experimental, risky, and volatile, and your use of the Site and Services to purchase digital assets may carry substantial financial risk, including the risk of loss in trading digital assets. By using the Site or Services, you represent that you have sufficient knowledge, sophistication, and experience with respect to NFTs, cryptocurrency, and blockchain technology, to make your own evaluation of the merits and risks of any transaction conducted via the Site or Services or any digital asset associated with such transaction. Under no circumstances will the operation of all or any portion of the Site or Services by NEFTURIANS be deemed to create a relationship that includes the provision or tendering of investment advice.

4. Indemnification.

You shall indemnify, defend (at NEFTURIANS's request) and hold harmless NEFTURIANS, its affiliates and licensors, and its and their respective officers, agents, directors, representatives, contractors, and employees, from and against any and all claims, suits, demands, actions, losses, liabilities, damages, judgements, penalties, fines, expenses and other costs (including reasonable attorneys' fees) arising from your breach or alleged breach of this Agreement. NEFTURIANS will also have the right to provide our own defense additionally or alternatively at our own expense.

5. **Limitation of Liability.**

In no event will NEFTURIANS be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. NEFTURIANS's aggregate liability under this Agreement shall not exceed the net revenues actually received by NEFTURIANS in connection with any transaction in which you purchased or sold your NEFTURIANS NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. In no event will NEFTURIANS be liable for any inability for you to access the Artwork for any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to (a) the servers upon which the Artwork is stored; (b) any Third Party Vendor; or (c) any other NFT platform.

6. **Assignment.**

NEFTURIANS will have the unrestricted right to assign this Agreement and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. This Agreement is personal to you and shall not be assigned or transferred by you. Any other attempt by you to assign, sub-license, or transfer your rights under this Agreement shall be null and void.

7. **Remedies.**

Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover damages, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.

8. **Arbitration / Dispute Resolution**

Governing Law. These Terms shall be governed by and construed in accordance with the French Law.

Resolution of Any Dispute. In the event a dispute arises between you and NEFTURIANS ("**Dispute**"), we want to provide you with an efficient, neutral and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting us by writing to NEFTURE, 29 rue erard, 75012 Paris France.

No Rights Of Third Parties.

You agree that there are no third-party beneficiaries to these Terms.

11. **Miscellaneous Terms.**

This Agreement constitutes the complete understanding and agreement of you and NEFTURIANS with respect to the Articles and supersedes any and all prior or contemporaneous written or oral agreements between you and NEFTURIANS with respect to all Articles. Prior agreements between NEFTURIANS and you relating to any article(s) will continue to govern those prior article(s). The language of any clause or term of this Agreement will not be construed for or against the drafter. No right or term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing and signed by you and NEFTURIANS. Any modification or amendment to this Agreement must be made in writing and signed by you and NEFTURIANS.