

# Dreamy Whales NFT Collection

## Terms of Usage & Purchase Agreement

**Effective Date: May 26th, 2023**

### The Dreamy Whales Experience

Dive into the unique Neversea ecosystem underpinned by principles of acceptance, evolution, and integration. Welcome to the Dreamy Whales NFT Collection by Fitnessverse Investment Corp. (FIC), a BVI corporation. Embrace the mega tribe's new vibe as daydreamers and trendsetters, bound together by a singular vibe.

**IMPORTANT:** Carefully review these terms governing the usage and purchase of our NFTs. By interacting with our services or purchasing and using the NFTs in any capacity, you acknowledge your full understanding and acceptance of these Terms of Usage and Purchase Agreement ("Terms").

These User Terms outline the regulations pertaining to the usage of our services, the purchase and operation of our NFTs, and are a binding agreement between you ("you" or "your") and us, as further outlined.

By accessing our services, purchasing or utilizing our NFTs in any capacity, you're signifying your unequivocal agreement to having read, comprehended, and accepted all of the stipulations within these User and Purchase Terms ("Terms").

It's important to note that these Terms do not apply to services accessed via external links found on our Website. We urge you to carefully review all the relevant terms for those services before proceeding with third-party providers.

Your utilization of our Platform's services indicates your full understanding and acceptance of these Terms. The mention of our Services also applies to your interaction with the Platform.

If you do not agree with these Terms, we ask that you refrain from accessing our Platform and its associated services. These Terms represent a lawful agreement and form a legally binding contract between you and us.

## **Section 1: About us, our mission, and how to reach us**

We introduce ourselves as Fitnessverse Investment Corp, a company registered in the British Virgin Islands (referred to as "FIC," "we," or "us"). We are the proud creators of the "Dreamy Whales," an NFT Collection designed for a community of imaginative souls connected by the ethos of Neversea - an ecosystem shaped around the pillars of a genuine community: acceptance, integration, and evolution.

The Dreamy Whales signify a novel Mega Tribe boasting a fresh vibe! We are the daydreamers, the trendsetters, resonating with your energy!

We maintained our dreamers' society submerged until captivating sound waves from an undisclosed location permeated our world. Driven by these alluring vibes, we ventured across expansive distances. As we neared the shore, the pulsations amplified... and there we discovered the essence of liberty on a magical beach where music infused the atmosphere, uplifting spirits.

Neversea Beach became our sanctuary of freedom, embodying acceptance and joy. It's where the spirit dances freely on the music's waves.

So, what is our mission?

Our community seeks to unify, thrive, and vibe. We aim to reach out to every Whale in the vast ocean, daring to dream the unthinkable and construct the ineffable. Our culture centers on aiding each member of the Dreamy Whales community to grow, triumph, and rise.

Brace yourself as a vibrant ecosystem is soon to touch the shores.

## **Section 2: Definitions (a-z)**

**"Authority"**: pertains to any sanctioned governmental, legal or other authoritative body, or any of their designated representatives.

**"Blockchain"**: refers to a system for logging data in a manner that renders it challenging or impossible to alter, breach, or deceive the recorded data or the system as a whole,

typically employing cryptography and duplicated and distributed across a vast network of interconnected computers.

**"Additional Terms"**: correspond to all further rules, specifics and conditions outlined on the Platform, providing detailed insights into each NFT's characteristics, airdrops, and related features.

**"Benefits"**: refer to the potential applications or perks associated with the products or services offered by FIC or a third-party choosing to incorporate the NFTs, subject to and limited by the terms and conditions applicable to those products/services.

**"Buyer"**: denotes the Wallet's owner who transferred the required amount of EGLD to purchase an NFT via the Platform. In some cases, the Buyer may differ from the NFT Holder.

**"Calendar Year"**: signifies a 12-month period commencing from January 1st each year.

**"Cases of force majeure"**: represent unexpected events or conditions that neither Party could predict or prevent using reasonable methods, encompassing but not limited to natural catastrophes, wars, revolutions, civil uprisings, acts of terrorism, expropriation, nationalization, nuclear detonations, radioactive or chemical contamination or ionizing radiation, excluding a lack of funds, which will not constitute a Force Majeure Case.

**"MultiversX Network"**: is the founder and owner of the Blockchain infrastructure employed for generating the NFTs.

**"MultiversX Buyer's Address"**: is the Public Address of the Buyer's Wallet, from which Buyers can send the equivalent (in EGLD) of the Price determined for each NFT, and where the Buyers will receive the purchased NFT.

**"EGLD"**: is the Cryptocurrency issued by the MultiversX Network and used as a mode of payment for acquiring the NFT.

**"Gas fee"**: denotes the fees imposed by the blockchain infrastructure for executing and authenticating a transaction, typically charged in the cryptocurrency used by each blockchain for performing transactions.

**"Mint"**: refers to the technical procedure through which an NFT is created on Blockchain, associating the graphic representation of the NFT with a specific address on Blockchain.

**"NFT (Non-Fungible Token)":** signifies token units generated using a blockchain infrastructure compatible with the issuance of tokens that are non-fungible with any other tokens or tokens not generated within the same collection.

**"NFT Campaign":** encompasses the items and services distinctly indicated on the provider's website as being subject to the Benefits associated with the NFTs.

**"Dreamy Whales Collection":** refers to the 10,000 visually unique NFTs included in the Dreamy Whales NFT Collection developed under the protection of FIC.

**"NFT Holder":** denotes the person who owns the Wallet where an NFT is stored at the moment of acquisition.

**"Platform":** refers to our online technical infrastructure, which may also refer to the previously mentioned ecosystem.

**"Private Key":** is the sequence of characters related to a Cryptocurrency Wallet, required to perform any operation concerning the cryptocurrency therein. The Private Key offers the holder unrestricted access to the Cryptocurrency Wallet (including its contents) and is known only to the Buyer, never to be disclosed to any other person.

**"Public Address":** signifies the sequence of characters (letters and numbers) that identifies a Cryptocurrency Wallet, the address to which a Cryptocurrency can be sent for depositing it to the corresponding Wallet.

**"Royalty":** corresponds to the compensation we receive for each subsequent sale of an NFT.

**"Services":** represent potential Benefits that NFT Holders may access (subject to fulfilling all other Terms and Conditions applicable to those Benefits), namely the potential Benefits offered to the NFT Holders, such as access to the Sense4FIT Beach Gym, Neversea Festival, Meet the artist, private party for NFT holders and other perks.

**"The Buyer":** represents any individual of at least 18 years old, possessing full capacity (including an authorized individual) and/or a legal entity, who purchases the NFT.

**"Visitor":** denotes any person who accesses the Platform.

**"Wallet":** is the technical solution that can be used for receiving, storing, and transferring Cryptocurrencies, having a related Private Key and a Public Address.

**"Working day"**: signifies a day (excluding Saturday or Sunday) when banks are open for public transactions in Bucharest, Romania.

### **Section 3: General terms and conditions**

The potential benefits offered to NFT Holders, which include, but are not limited to, access to the Sense4FIT Beach Gym, Neversea Festival, Meet the Artist events, exclusive parties for NFT holders, and other perks, are subject to the conditions outlined in these Terms.

An eligible participant is defined as any individual who is at least 18 years of age, with full legal capacity (including authorized individuals), and/or any legal entity that purchases an NFT.

Fitnessverse Investment Corp functions as a service provider responsible for creating the Dreamy Whales NFT Collection. We do not offer investment or consulting advice of any sort and bear no responsibility for the interpretation or usage of information available on the Platform or any other communication medium during the public sale of the NFTs ("NFTs Sale"). Your purchase of NFTs is bound by these Terms, along with all incorporated terms, especially if the NFT Sale is conducted by us, either with the technological assistance of BHero Launchpad or directly on our Platform.

All appendices form an integral part of these Terms. These Terms encompass the following appendices:

Annex 1 of these Terms details the number of NFTs, the conditions, and procedures of the NFTs Sale, along with specifications related to the NFTs Sale conducted by us, with the technological support of BHero Launchpad ("NFTs Sale through Launchpad"). Annex 1 applies to NFTs sold within the NFTs Sale through Launchpad. Should any conflict arise between the provisions of Annex 1 and these Terms, the provisions of Annex 1 will take precedence with respect to the NFTs Sale through Launchpad.

Annex 2 of these Terms contains the White Paper related to the NFTs.

Our Services are accessible solely to individuals who possess full legal capacity as per Romanian regulations.

The Platform serves a demonstrative purpose and does not guarantee the accuracy, relevance, reliability, completeness, performance, or suitability of the Services (including

the Platform's content). Neither FIC nor its affiliates will be liable for any loss or damage incurred, directly or indirectly, from your use of these Services.

Please note that FIC offers no guarantees or assurances regarding the uniqueness, originality, ownership rights, or quality of any NFT displayed on the Platform.

Users MUST ACKNOWLEDGE AND ASSUME the risks involved in using the Platform's Services or in the purchase of NFTs. We recommend exercising prudence and making responsible decisions within your capabilities, at your own risk.

Users and NFT Holders acknowledge that FIC holds no liability for fulfilling any obligation or benefit offered, assumed, or promised by any third party. The benefits associated with the NFTs are subject to the third party's terms and conditions. NFT Holders and Users acknowledge that any reference to the benefits offered by third parties, mentioned on the Platform, are for informational purposes and do not constitute a guarantee or promise made by us.

PLEASE BE AWARE THAT THE VALUE OF EGLD/NFTs AND OTHER CRYPTOASSETS MAY FLUCTUATE BY +/- 100% AT ANY GIVEN SECOND RELATIVE TO THE ACQUISITION PRICE OR ANY PREVIOUS VALUE.

ALL EGLD/NFTs PRICES AND USD CONVERSIONS AVAILABLE ON THE PLATFORM REPRESENT THE MARKET VALUE AT THE TIME OF POSTING SUCH INFORMATION ON THE PLATFORM. NEITHER FIC NOR ITS PARTNERS/AFFILIATES ARE RESPONSIBLE FOR ANY CHANGES IN MARKET VALUE RELATIVE TO THE ACQUISITION PRICE OR ANY PREVIOUS VALUE.

#### **Section 4: Platform functionalities and availability**

There may be circumstances necessitating the suspension or withdrawal of the Platform's services.

Please be advised that the continual availability or uninterrupted access to our Platform, or any content therein, cannot be unequivocally guaranteed. We reserve the right to suspend, withdraw, or restrict the accessibility of all or any part of our Platform for reasons pertaining to business and operational needs. We endeavor to provide you with reasonable prior notice concerning any such suspension or withdrawal.

Furthermore, you are hereby responsible for ensuring that all individuals who gain access to our Platform via your internet connection are adequately informed of these

Terms of Use, as well as all other pertinent terms and conditions, and that they adhere to them in full compliance.

## **Section 5: Airdrop provisions**

In recognition of our valued community, we retain the discretion to distribute certain rewards or gifts (hereinafter referred to as 'airdrops') to the holders of our Non-Fungible Tokens (NFTs), subject to the supplementary terms stipulated thereof.

Consequently, we may employ a random selection mechanism to disburse small rewards or gifts to wallets that house at least one NFT. Such rewards or gifts can be availed by the NFT holders in accordance with these Terms of Use.

Kindly note that the entitlement to receive the said rewards or gifts does not extend to all NFT holders. The decision to delineate the rates, percentages, values, quantities, and types of rewards or gifts pertaining to any potential airdrop falls exclusively within our purview.

## **Section 6: Limitations on use and obligations**

Your ability to access or utilize our Platform and/or Launchpad may be limited based on your country of residence, incorporation, or place of business registration. It is incumbent upon you to abide by the laws and regulations of your country of residence and/or the country from which you access this Platform and/or Launchpad.

In accessing and utilizing our Services, you provide assurance and avowal that you are not enlisted in any trade embargoes or economic sanctions list, including but not limited to, the United Nations Security Council sanctions list, the list of specially designated nationals upheld by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, or the denied persons or entity list of the U.S. Department of Commerce.

We reserve the unmitigated right to select markets and jurisdictions in which to operate. We may, at our sole discretion, restrict or refuse the provision of Services in specific countries or regions.

## **Section 7: Licensing**

Upon adherence to the aforementioned Terms, FIC confers upon you a revocable, non-transferable, non-sublicensable, non-exclusive, and royalty-free license STRICTLY for accessing and utilizing our Platform via your computer or Internet-compatible devices for your personal/internal purposes.

The use of Services for commercial purposes, resale, or operations on behalf of other individuals or entities is strictly forbidden. All aforementioned actions are expressly proscribed and are considered significant violations of these Terms. The format, functionality, layout, and access rights related to the Services are left to the discretion of FIC. We retain all rights not explicitly granted within these Terms. Therefore, any use of our Services that is not expressly permitted by these Terms is hereby prohibited.

For the sake of clarity:

- These Terms solely provide a limited license to access and use our Services. Thus, you hereby acknowledge that in using our Services, we do not confer ownership of the Services or transfer any intellectual property rights to you or any third party.
- All text, graphics, user interfaces, visual interfaces, photographs, audio, flowcharts, computer code (including HTML code), software, products, information, and documentation, as well as the design, structure, selection, coordination, expression, aesthetic, and arrangement of any content included in the Services or provided as part of our Services, are the exclusive property of, or are controlled and/or licensed by, FIC or its subsidiaries, parent companies, licensors, affiliates.

FIC is the rightful owner of any feedback, suggestions, ideas, or other information or materials regarding the Services (hereinafter collectively referred to as "Feedback") that you provide through any form of communication. You hereby assign all rights, title, and interest in the Feedback, including all related intellectual property rights, to us. You relinquish any right to, and hereby forgo any demand for, recognition or compensation based on any Feedback, or any modifications made based on any Feedback.

## **Section 8: Process of acquisition**

8.1 By acquiring the NFT, you, as a potential Buyer, expressly represent and warrant that:



- You accept and are legally bound by these Terms, the Privacy Policy, and other Platform/Launchpad Rules applicable to you in accordance with the features that you decide to use;
- You are an individual, at least 18 years of age or of legal age to enter into a binding contract under your applicable laws; or
- If you are a legal entity or acting in the name of a legal entity, you are duly authorized to act on behalf and in the name of the legal entity, and bind the entity validly; and
- You possess full capacity to accept these Terms of Use and other applicable Policies and rules, either in your own name or in the name and on behalf of the legal entity you represent, and to engage in transactions involving cryptocurrencies.
- You are not a U.S. citizen;
- You are not subject to criminal or fiscal sanctions;
- You have not been previously banned, removed, revoked, or restricted in any way;
- You are permitted to use the Platform/Launchpad and Services and will not violate any laws or regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorism financing, among others;
- You are the sole owner of the Wallet used to acquire the NFTs, and you will not use it, regardless of the way, for or in the benefit of any other person or using third parties' Cryptocurrencies;
- FIC reserves the right, at its sole discretion, to refuse to provide Services to any Buyer or in relation to any acquisition process, without an obligation to justify its decision.

8.2. Buyers will be afforded the opportunity to participate in the minting process on the Launchpad and receive a randomly allocated NFT, contingent upon payment of the Minting price and availability of NFTs for minting.

8.3. Users acknowledge that any subsequent resale of the NFTs is subject to a Royalty, as specified on the Platform and/or Launchpad. This Royalty will be deducted by FIC from the sale price of any subsequent sales undertaken by an NFT Holder.

8.4. FIC expressly disclaims any liability for sales conducted outside the Launchpad by other parties.

8.5. Upon acquisition of NFTs via the Launchpad, the purchased NFT will be automatically transferred to the Buyer, provided that the following conditions are simultaneously met:

8.5.1. The Buyer has communicated an intent to purchase the NFT at the Price listed on the Launchpad/Platform by following the purchase procedure delineated therein;

8.5.2. The payment for the NFT has been successfully completed:

i. Exclusively using the payment mechanism provided on the Launchpad/Platform;

ii. By transferring the requisite quantity of EGLD (as shown on the Launchpad/Platform) to the Public Address of FIC's Wallet.

8.5.3. The Buyer has explicitly instructed FIC to initiate the Minting process for the NFT and has acknowledged, by ticking the relevant box, that a request for refund of the NFT will not be entertained after placing the order (by pressing the Minting button or equivalent on the Platform/Launchpad).

8.6. A Buyer's transfer of EGLD is deemed valid if the transaction has been confirmed a minimum of 15 times, that is, by 15 blocks.

8.7. The NFT(s) will be automatically dispatched to the Buyer by transferring it to the Buyer's MultiversX Wallet's Public Address via the existing smart contract.

8.8. The NFT will not be transferred if the conditions outlined in the provisions of Article 7.4 are not continuously and collectively met.

8.9. NFTs will be minted and allocated to the Buyer's Wallet in the order of the EGLD transfers to FIC's Wallet, as recorded on the Blockchain, specifically based on the timestamp of the Transaction's Hashes (as verified by the Hash of the Transaction).

8.10. Evidence of the EGLD transfer and delivery of the NFT will be provided using the unique code of each transaction (the "Transaction Hash") which can be verified on the following platform <https://explorer.multiversx.com>. The Transaction Hash constitutes a justification document for the fulfillment of the obligation.

8.11. The transfer of the EGLD and fulfillment of the delivery obligation are deemed accomplished if the transaction associated with the corresponding Transaction Hash has been validated at least 15 (fifteen) times, namely by fifteen transaction groups, referred to technically as “blocks”.

8.12. The validation of each transaction as per the mechanism stated above will be construed as the fulfillment of the delivery/payment obligation for the respective NFT that is the subject of each acquisition.

8.13. The Parties hereby agree that by accessing the Transaction Hash on the <https://explorer.multiversx.com> platform, the following elements will be considered proven: (i) status of the transaction (success, pending or rejected), (ii) the age of the transaction (time-stamp); (iii) the address of the block in which the transaction was included; (iv) the Public Address from where the EGLD/NFT were sent; (v) the Public Address to which the EGLD/NFT were sent; (vi) the value of the transaction (the amount sent); (vii) transaction fee;

8.14. Be advised that any transfer executed to the MultiversX's Address without strictly adhering to the aforementioned steps, sending any Cryptocurrency other than EGLD, or failing to follow all steps indicated on the Platform/Launchpad may result in the permanent loss of transferred funds.

8.15. Under no circumstances will we bear responsibility or liability for any aspect, regardless of its nature and value, related to Cryptocurrencies transferred to or from the MultiversX Buyer's Address.

## **Section 9: Policy regarding non-refundable transactions**

9.1. Under no circumstances will refunds be issued or claims honored in relation to fluctuations in NFT pricing. This includes, but is not limited to, instances of promotional pricing, discounts, or special offers.

9.3. The Purchaser acknowledges that each NFT is a distinctive token, specifically minted by our entity at the time of acquisition.

9.4. The NFT will be transferred exclusively to the Purchaser's Public Address, which was utilized to transfer the EGLD to FIC's Wallet linked to the Platform/Launchpad at the point of acquisition.

9.2. All NFTs obtainable on the Platform/Launchpad will be original NFTs, sourced directly from the FIC native Wallet or not previously owned by any individual unaffiliated with FIC. Upon the order and dispatch of these NFTs to the Purchaser, the transaction will be recorded on the Blockchain, inclusive of the Purchaser's Public Address. These recorded events cannot be erased subsequently. Given that the transfer to the Purchaser leads to the irreversible and indelible registration of the Purchaser's Public Address in each NFT's history, tantamount to their personalization/unsealing, the Purchaser forfeits any eligibility for a refund or redemption.

## **Section 10: Wallets and asset management**

Both ourselves and the Launchpad explicitly assert that WE WILL NEVER STORE and DO NOT HAVE ACCESS to any Private Keys associated with your Wallets.

10.1. You are exclusively accountable for all activities conducted through or on your Wallet.

10.2. If, for any reason, your Wallet becomes unreachable, it is recognized and agreed that all data/funds contained within, including transferred NFTs, will be irretrievably lost.

10.3. With regard to the foregoing, you accept sole responsibility for:

10.3.1. The decision to transfer your funds/cryptoassets;

10.3.2. The use of compatible devices and applications;

10.3.3. The completion of any transactions performed.

10.4. Should the conditions stated in section 8 be fulfilled, funds transferred will not be subject to refund, even in the case of you returning the NFT to the Minting Address.

10.5. Be advised that any attempt to send the NFT back could result in its permanent loss.

10.6. Neither we nor the Launchpad will bear any liability for losses or repercussions resulting from either authorized or unauthorized usage of your MultiversX Wallet. This includes, but is not limited to, instances of information disclosure, hacking, phishing, or information release, among others.

## Section 11: Restriction

By using our Services, you unequivocally pledge to:

- Abide by both the applicable legal and regulatory stipulations and these Terms.
- Refrain from infringing upon the rights of Users, public interests, moral standards, or any legitimate interests of others, including actions that could interfere, disrupt, negatively impact or prohibit other Users from utilizing our Services.
- Avoid exploiting our Platform's features for any purposes not stipulated within these Terms, without obtaining prior written consent from the Platform.
- Steer clear of manipulating the Platform's services in an attempt to modify, replicate, duplicate, copy, download, transfer, store, disassemble, disseminate, broadcast, publish, remove or alter any copyright statement or label. Furthermore, you must refrain from licensing, sub-licensing, selling, mirroring, designing, renting, leasing, private labeling, granting security interests in the properties, or creating derivative works thereof.
- Refrain from using mechanisms such as, but not limited to: deep linking, web crawlers, bots, spiders, automatic devices, programs, scripts, algorithms or manual processes to access, acquire, copy, or monitor any part of our properties, or to circumvent the navigational structure or presentation of our Services in any manner.
- Abstain from unauthorized access to any parts or functions of the properties/features, or connect to our Services or any FIC infrastructure via hacking, password mining, or any other illicit or prohibited means.
- Refrain from identifying vulnerabilities of the Platform (including integrated third parties), or violating any security or authentication measures.
- Avoid obtaining any information about other Users or Platform visitors in any manner (including direct requesting, reverse look-up, tracking, or seeking to track).
- Not engage in any actions that would cause a slowdown of the platform.
- Avoid using any devices, software or functions which might disrupt the proper functioning of the platform as established by FIC.
- Refrain from using the Platform's features in an unlawful manner.

You hereby grant FIC the authority to perform any action to identify and investigate any violations of these Terms, independently ascertain whether you have violated these Terms, and undertake actions (without prior consent or notice) such as, but not limited to:

- Halting your ongoing activities and blocking access to the Platform.
- Reporting the incident to the relevant authorities.
- Publicizing the alleged violations and actions undertaken.
- Removing any published information in violation of these Terms.

Actions and/or activities that are strictly prohibited include:

- Any act prohibited by our Terms and Conditions, or one that directly or indirectly violates its provisions.
- Involvement in illegal activities or actions intended to cause harm to another individual.
- Unpermitted data collection from our Services using automated means, or attempts to access data you lack authorization to access.

## **Section 12: Indemnification**

In your usage of our Services, you consent to indemnify and absolve FIC, the Launchpad, and their affiliates, contractors, licensors, along with their respective directors, officers, employees, and agents from any and all accountability. This includes, but is not limited to, any claims, actions, proceedings, investigations, demands, suits, costs, expenses, and damages (inclusive of attorney fees, fines, or penalties imposed by any regulatory authority). This indemnification will apply in scenarios arising from: (i) your usage or conduct associated with our Services, (ii) the violation of these Terms or enforcement thereof, or (iii) any breaches of applicable law, regulations, or third-party rights during your use of our Services. If these Terms necessitate your indemnification of us, our affiliates, contractors, licensors, and their respective directors, officers, employees or agents, FIC reserves the exclusive right to direct any action or proceeding. Furthermore, FIC will be at liberty to decide whether it desires to settle any issue and, if so, under what conditions.

## **Section 13: Warranty and disclaimers**

Subject to all applicable laws, we, along with our parent corporations, subsidiaries, affiliates, officers, directors, employees, contractors, agents, partners, licensors, and distributors (collectively, the FIC entities) offer no warranties, assurances, or representations, either implied or explicit, regarding the services or the NFTs listed on the Platform/Launchpad. Our services are rendered "as-is", "with all faults", and "as available". Your utilization of our Services, encompassing our content but excluding User-generated content, is solely at your discretion and risk. We neither guarantee uninterrupted, timely, secure, nor error-free Services, nor do we assert that the Services will provide any specific benefits.

You acknowledge and agree that no technology for information storage or data transmission over the internet can be assured of absolute security. We explicitly renounce any warranties to that effect, both implicit and explicit, including but not limited to any assurances pertaining to the transfer of funds/value or the transfer of NFTs.

No commitments, promises, or warranties about the Services' content, linked content, support provided, specific functionalities, security, or the reliability, quality, accuracy, availability, or capability to fulfill your requirements, generate specific outcomes, or achieve desired results are made by us.

Certain jurisdictions may recognize certain implicit warranties, such as the implicit warranty of merchantability, fitness for a specific purpose, and non-infringement. However, to the maximum extent allowed by law, we disclaim all implicit or explicit promises or warranties related to the services.

## **Section 14: Limitation of liability**

IN ACCORDANCE WITH THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND CONCUR THAT NEITHER FIC NOR THE LAUNCHPAD SHALL BE HELD RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, TREBLE OR OTHER MULTIPLES OF DAMAGES, OR ANY DAMAGES FOR LOST PROFITS, BUSINESS OPPORTUNITIES, OR DIMINUTION IN VALUE, INCLUDING ANY ALLEGED LOSS OR DIMINUTION IN VALUE OF PERSONAL INFORMATION, OR ANY OTHER LOSSES (COLLECTIVELY, "LOSSES"), THAT ARISE FROM OR ARE CONNECTED WITH THESE TERMS OR YOUR USAGE OF, OR ACCESS TO, THE

SERVICES AVAILABLE ON THE PLATFORM. THIS APPLIES REGARDLESS OF HOW THE SERVICES ARE UTILIZED.

THE SCOPE OF THIS LIMITATION ENCOMPASSES, BUT IS NOT LIMITED TO, LOSSES RESULTING FROM OR CONNECTED WITH: DELETION, ALTERATION, MISDELIVERY, OR FAILURE TO STORE DATA AND FUNDS MAINTAINED OR TRANSMITTED BY OR THROUGH THE SERVICES; LIMITING, SUSPENSION, OR TERMINATION OF YOUR ORDER OR BENEFITS; DOWNLOADING OR SHARING OF INFORMATION, INCLUDING PERSONAL INFORMATION, VIA THE SERVICES; UNAUTHORIZED ACCESS TO DATA MAINTAINED OR TRANSMITTED BY THE SERVICES; LINKS PROVIDED BY THE SERVICES OR THIRD PARTIES TO EXTERNAL SITES OR RESOURCES; YOUR DEALINGS WITH OR PARTICIPATION IN PROMOTIONS OF ADVERTISERS FOUND ON OR THROUGH THE SERVICES; OR ANY GOODS OR SERVICES SOLD BY SUCH ADVERTISERS; OR THE FAILURE OF ANY THIRD PARTY TO OFFER INDICATED, SUGGESTED, PROPOSED OR PROMISED BENEFITS.

FIC SHALL NOT BE HELD LIABLE FOR ANY KIND OR NATURE OF LOSS OR DAMAGE, DIRECT OR INDIRECT, THAT MAY ARISE FROM OR IS CONNECTED WITH ANY DECISION MADE BY YOU AFTER READING, INTERACTING, OR IN ANY POSSIBLE WAY DEALING WITH THE NFTS, THE SERVICES OF THE PLATFORM, OR THE PLATFORM ITSELF. THIS INCLUDES BUT IS NOT LIMITED TO DECISIONS TO PURCHASE NFTS, TRANSFER FUNDS, OR ENTER INTO ANY AGREEMENT OF ANY KIND WITH ANY PARTY THROUGH THE PLATFORM'S SERVICES.

FIC BEARS NO RESPONSIBILITY FOR PROBLEMS CAUSED BY OTHERS, WRONGFUL OR UNLAWFUL ACTIONS OF THIRD PARTIES, OR ACTS OF GOD. THESE LIMITATIONS AND EXCLUSIONS APPLY REGARDLESS OF WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY LOSSES ARISING.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE STATED IN THESE TERMS, FIC ASSUMES NO LIABILITY IN CONNECTION WITH ANY DISPUTES THAT ARISE OUT OF OR RELATE TO THESE TERMS OR SERVICES.

### **Section 15: Other applicable terms for your consideration**

By using FIC or the other products and services covered by these Terms, you acknowledge and agree that we don't charge you to use them. Instead, businesses and organizations may pay us to show you ads for their products and services. By using our



services, you agree that we can show you ads that we think will be relevant to you and your interests.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address, or other contact information) with advertisers unless you give us specific permission.

Our Privacy Policy explains how we collect and use your personal data to determine some of the ads you see and provide all of the other services described below. You can also go to your settings at any time to review the privacy choices you have about how we use your data.

### **Section 16: The intellectual property of content uploaded on the platform**

On our Platform, you may come across certain content that we did not create or own. Please note that this content is provided solely for informational and explanatory purposes.

### **Section 17: Modification of terms and notification**

FIC reserves the right, at its sole discretion, to make changes, additions, or removals to these Terms pertaining to our site. Whenever you intend to use our site, please review these terms to ensure your understanding of the applicable terms at that time.

We will notify you of any such changes by updating the Terms on our website and revising the "Last revised" date displayed on this page. Any modifications or amendments to these terms will become effective upon their publication on the website or their release to users.

It is your responsibility to review the revised Terms. By continuing to use the Platform and the Services after the posting of the new Terms, you indicate your acceptance and agreement to the changes, and all subsequent activities performed by you will be subject to the amended Terms.

If you have any questions concerning the information provided in these Terms, please feel free to directly contact us.

## **Section 18: Transfer of agreement**

The transfer of rights and obligations arising from these Terms and/or the use of the Platform is subject to our prior written consent.

You explicitly acknowledge and agree that FIC reserves the right to unilaterally transfer all rights and obligations arising from these Terms and the use of the platform without requiring the consent of users.

## **Section 19: Use of material on our site**

We, as the owner or licensee, hold all intellectual property rights of our Platform and the materials published on it. These works are protected by copyright laws and treaties worldwide. All rights are reserved.

You are permitted to print one copy and download extracts of any page(s) from our site for personal use. Additionally, you may share the content posted on our site with others within your organization.

Modifying the printed or downloaded materials in any way is strictly prohibited. Furthermore, you must not use any illustrations, photographs, video or audio sequences, or graphics separately from the accompanying text.

It is important to always acknowledge our status (as well as that of any identified contributors) as the authors of the content on our site.

Without obtaining a license from us or our licensors, you must not use any part of the content on our site for commercial purposes.

If you breach these terms of use by printing, copying, or downloading any part of our site, your right to use our site will immediately cease. At our discretion, you may be required to return or destroy any copies of the materials you have made.

## **Section 20: Non-reliance on information on our site**

The content published on our site is intended for general information purposes only. It should not be considered as advice on which you should rely. Before taking any action or refraining from it based on the content provided on the Platform, it is crucial that you seek professional or specialist advice.

YOU MUST DO YOUR OWN RESEARCH BEFORE BUYING ANY NFT PRESENTED OR DESCRIBED ON THE PLATFORM/LAUNCHPAD.

Furthermore, while we strive to keep the information on our site updated, we cannot make any representations, warranties, or guarantees, whether express or implied, regarding the accuracy, completeness, or timeliness of the content posted by us on our Platform. It is your responsibility to verify the information and make informed decisions based on your own assessment and due diligence.

### **Section 21: We are not responsible for website we link to**

Our Platform may include links to websites or resources provided by third parties. These links are provided for informational purposes only and should not be construed as an endorsement or approval by us of the linked websites or the information you may obtain from them. We have no control over the content of these linked sites or resources, and we disclaim any responsibility for their accuracy, legality, or appropriateness. You access and use such linked websites or resources at your own risk.

### **Section 22: How to Complain About Content Uploaded by Other Users**

If you wish to complain about content uploaded by other users, please contact us at [contact@dreamywhales.io](mailto:contact@dreamywhales.io). We are not responsible for viruses and you must not introduce them.

We do not guarantee that our site will be secure or free from bugs or viruses.

You are not responsible for configuring your information technology, computer programs, and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored, or any server, computer, or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offense under the regulation which governs FIC's activity. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Section 23: Rules Regarding Linking to Our Site**

You may create a link to our home page, provided that you do so in a manner that is fair, legal, and does not harm our reputation or take advantage of it.

It is important that you do not establish a link in a way that suggests any form of association, approval, or endorsement on our part when none exists.

Please note that you are not allowed to establish a link to our site on any website that you do not own.

Our site must not be framed within another site, and you may only create a link to the home page and not any other part of our site.

We reserve the right to revoke linking permission without prior notice.

The website in which you are creating the link must comply with all the content standards outlined in these Terms.

If you would like to link to or make any use of the content on our site other than what is stated above, please contact us at [contact@dreamywhales.io](mailto:contact@dreamywhales.io).

## **Section 24: Applicable Laws and Jurisdiction**

For Consumers:

If you are a consumer, please be aware that these terms of use, their subject matter, and their formation are governed by the laws of Romania. Both you and we agree that the courts of Romania shall have exclusive jurisdiction over any disputes arising from or in connection with these terms.

For Businesses:

If you are a business, these terms of use, their subject matter, and their formation (including any non-contractual disputes or claims) are governed by the laws of Romania. We both agree to the exclusive jurisdiction of the courts of Romania, specifically the courts in Bucharest, for any disputes arising from or relating to these terms.