

NFT Reality Terms of Services

These terms and conditions constitute a legally binding agreement (“Agreement” or “Terms”) between you (“you,” “your,” and similar forms) and Mobile Reality (“Mobile Reality” we,” “us,” or similar forms), governing using of the NFT Reality Service. The owner and Controller of NFT Reality is Mobile Reality Spółka z ograniczoną odpowiedzialnością (shortened legal form designation: Mobile Reality sp. z o.o.), seated in Warsaw, Poland seat address: ul. Grzybowska 62/02-104, 0-844 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the Regional Court for City of Warsaw in Warsaw 14th Commercial Division of the National Court Register under the KRS number: 0000608261, NIP (tax number) 7010559296

By uploading or creat any content to the our webpage / app, you consent to treatment of such content and all compilations, derivatives, selections, synchronizations, and groupings thereof as Licensed Content and expressly acknowledge that you have read, understand, and agree to be bound by these terms. If you do not understand or agree to the terms of this Agreement, you may not upload content for treatment as Licensed Content.

§ 1 Definitions

1. **“Account”** – refers to User account of the NFT Reality. Accounts are created for business users only
2. **“Billing Date”** refers to specific date on which a recurring payment is due for the subscription service. It represents the day when the subscription fee or charges are billed to the subscriber for the upcoming subscription period.
3. **“Client”** refers to an individual, organization, or entity that engages the User's services or utilizes the User's offerings.
4. **“Contractor”** -refers to an individual or organization that is hired or engaged to provide specific services or perform certain tasks on behalf of the User.
5. **“Digital Wallet”** or **“Wallet”** refers to a software application or online service that allows Users to securely store, manage, and interact with their non-fungible tokens (NFTs). It serves as a digital repository for NFTs, providing Users with a means to access, transfer, and display their NFT collections.
6. **“Licensed Content”** means media content that you upload to or create at the Website/App, regardless of format, including video, photographic, sound, or other content, and all compilations, derivatives, selections, synchronizations, and groupings thereof
7. **“Material”** or **“Creative Material”**– refers to token created by the User using NFR Reality Service
8. **“Mobile Reality”** means Mobile Reality Spółka z ograniczoną odpowiedzialnością (shortened legal form designation: Mobile Reality sp. z o.o.), seated in Warsaw, Poland

seat address: ul. Grzybowska 62/02-104, 0-844 Warsaw, entered into the Register of Entrepreneurs of the National Court Register maintained by the Regional Court for City of Warsaw in Warsaw 14th Commercial Division of the National Court Register under the KRS number: 0000608261, NIP (tax number) 7010559296 and each of its parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys, licensees, licensors, and employees.

9. **“NFT Reality”** or **“App”** is Mobile Reality online application, tool or platform, based on blockchain technology that enables companies operating in a business-to-business (B2B) model to grant and exchange digital intangible assets (NFTs) with each other. Users of the app can award each other NFTs in the form of kudos for achievements, efforts, successful projects or collaborations. Users through the app award special NFTs that represent awards or prizes. The owner of the application is Mobile Reality Sp. z o.o.
10. **“NFT”** An NFT is understood as a digital unit that represents a unique, unrepeatable object or asset in a blockchain environment. An NFT is a token that has its own individual identity and unique characteristics, making it unique, authentic and exchangeable.
11. **“NFT Reality User”** -refer to both User and Staff Accounts users
12. **“Services”** or **“Service”**– refers to services provided by NFT Reality
13. **“Staff Accounts”** refer to User accounts within a system or platform that are specifically designated for individuals who are part of the staff or employees of an organization. These accounts grant certain privileges, access levels, and responsibilities to authorized staff members, allowing them to perform their designated tasks and responsibilities within the system.
14. **“Subscription Fees”** refers to the recurring charges that Users pay to access and utilize specific features, functionalities, or benefits offered by the NFT Reality.
15. **“User”** refers to an legal entity, natural person conducting business, foundations, associations and other entities with legal personality that has registered or gained access to the NFT Reality to engage in business activities related to NFTs a business User with an account at NFT Reality
16. **Primary Email Address** - email address provided by User in the Account used as the primary method for communication Mobile Reality and NFT Reality

§ 2 Account Terms

1. To access and use the Services, you must register for a The NFT Reality account (**“Account”**). To complete your Account registration, you must provide us with your full legal name, business address, a valid email address, and any other information indicated as required. NFT Reality may request additional information or documentation about your company. The NFT Reality may reject your application for an Account, or cancel an existing Account, for any reason, at our sole discretion.

2. Only business entities can open an Account at the NFT Reality. Business entities mean legal entity, natural person conducting business, foundations, associations and other entities with legal personality
3. You confirm that you are receiving any Services provided by the NFT Reality only for the purposes of carrying on a business activity and not for any personal, household or family purpose.
4. By creating an Account, you agree to provide accurate, current and complete registration information about your company, maintain and promptly update your account information as necessary, maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and immediately notify us if you discover or otherwise suspect any security breaches related to the Service, or your account.
5. You acknowledge that Mobile Reality / NFT Reality will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you (“**Primary Email Address**”). You must monitor the Primary Email Address you provide to NFT Reality and your Primary Email Address must be capable of both sending and receiving messages. Your email communications with NFT Reality can only be authenticated if they come from your Primary Email Address.
6. You are responsible for keeping your password secure. NFT Reality cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password or Digital Wallet. We may request additional security measures at any time and reserve the right to adjust these requirements at our discretion.
7. Technical support in respect of the Services is only provided to NFT Reality Users. Questions about the Terms of Service should be sent to NFT Reality Support.
8. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Services, or access to the Services without the express written permission by the NFT Reality.
9. It is vital that you understand and acknowledge that your ownership of the NFT’s remains contingent upon you remaining in control of your Digital Wallet. We have no ability to access or restore any seed phrases or private key(s) associated with your Digital Wallet and that we will not store any information in connection with your Digital Wallet beyond that required for the transfer of NFT’s.
10. You agree not to work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services.
11. You agree not to access the Services or monitor any material or information from the Services using any robot, spider, scraper, or other automated means.

§ 3 Account Activation

3.1. User

1. The person signing up for the Service by opening an Account will be the contracting party (“**User**”) for the purposes of our Terms of Service and will be the person who is authorized to use any corresponding Account we may provide to the User in connection with the Service. You are responsible for ensuring that the User name Owner (including the legal name of the company) is clearly visible on the Account website/Wallet.
2. If you are signing up for the Services on behalf of your employer, your employer will be the User. If you are signing up for the Services on behalf of your employer, then you must use your employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Terms of Service.

3.2 Staff Accounts

1. Based on your NFT Reality pricing plan, you can create one or more staff accounts (“**Staff Accounts**”) allowing other people to access the Account. Each Staff Account must include a full legal name and a valid email account. With Staff Accounts, the User can set permissions and let other people work in their Account while determining the level of access by Staff Accounts to specific business information (for example, you can limit Staff Account access creating the NFT).
2. The User is responsible for: (a) ensuring it’s employees, agents and subcontractors, including via Staff Accounts, comply with these Terms of Service; and (b) any breach of these Terms of Service by the User’s employees, agents or subcontractors. The Account Owner acknowledges and agrees that User will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sublicenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of User.
3. The User and the Users under Staff Accounts are each referred to as a “**NFT Reality User**”.

§ 4 Creation of NFT

1. The User using the system settings of the NFT Reality application creates an NFT token.
2. The NFT is generated on the blockchain network and after its creation is automatically redirected to the User's Wallet. Once the NFT is generated, ownership and all rights to the token are transferred by operation of law to the User.
3. The User has the right to transfer the NFT to another User / Client / Contractor. The transfer of the rights to the NFT is carried out in accordance with the rules described in the section "Intellectual Property".
4. NFT Reality allows you to connect your Account to selected integrated external instant messaging services (e.g. Slack, MS Teams). After the integration of NFT Reality with external instant messengers services, the User has the ability to send tokens to his Clients and/or Contractors.
5. The user in his Account can create and assign Staff Accounts. The User may assign different levels of authorization to use services within NFT Reality.

6. Mobile Reality informs, and the User is aware of, that the NFT Reality does not store generated NFT tokens in its database or Digital Wallet. Accordingly, the Mobile Reality is not responsible for the loss of access to NTF tokens generated by the User.
7. The Mobile Reality informs you, and you agree, that NFT files are created by the decentralized blockchain network Pinata. The Pinata is an NFT media management service that allows Users to host, manage and share files of any kind on the blockchain of their choice. More about terms & conditions of the Pinata you can find [here](https://www.pinata.cloud/terms-conditions) (<https://www.pinata.cloud/terms-conditions>).

§ 5 Condition of use and Prohibited Activities

1. You agree that you are responsible for your own conduct while accessing or using the App and for any consequences thereof. You agree to use the App only for purposes that are legal, proper, per these terms and any applicable laws or regulations.
2. We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the NFT Reality and the Services offered thereunder in accordance with these Terms. Our grant of such license is subject to the following conditions. When using the NFT Reality and the Services offered thereunder, you acknowledge, agree, warrant and undertake **not to** (and shall not, knowingly or otherwise, authorise, allow or assist any other party to):
 - a. use the NFT Reality or your Account to perform any unlawful activities that violate such applicable laws or regulations (including but not limited to money laundering, terrorism financing and/or fraudulent activities) or otherwise engage in any immoral activities;
 - b. use the NFT Reality or your Account if you are entity with whom transactions are prohibited under economic or trade sanctions or embargos;
 - c. use the NFT Reality or your Account in any manner that would cause you to infringe any content, copyright, trademark, patent, publicity, moral right, database or other intellectual property rights (collectively, the “Intellectual Property Rights”) that belong to or are licensed to us, our affiliates, or any third-party, and you undertake not to take or attempt to take any action, or claim ownership of any property, that infringes or would infringe upon our intellectual property interests;
 - d. content, consist of, reference, or 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, child pornography, pornography or other “adult only” or sexually explicit activities, prostitution, escort services, weapons or ammunition,
 - e. denigration or discrimination against individuals based on race, national origin, gender, religion, disability, ethnicity, sexual orientation, gender identity or age, medical conditions, or political campaigns or causes.

- f. the sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- g. the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- h. the uploading, posting, transmitting or otherwise making available through the App any content that infringes the proprietary intellectual property rights of any party;
- i. using the App to violate the legal rights (such as rights of privacy and publicity) of others;
- j. interfering with other User's enjoyment of the App;
- k. modifying, adapting, translating, or reverse engineering any portion of the App;
- l. removing any copyright, trademark or other proprietary rights notices contained in or on the App or any part of it;
- m. reformatting or framing any portion of the App;
- n. using any spider, site search/retrieval application, or other devices to retrieve or index any portion of the App or the content posted on the App, or to collect information about its Users for any unauthorized purpose;
- o. accessing or using the App to create a product or service that is competitive with any of our products or services;
- p. abusing, harassing, or threatening another user of the App or any of our authorized representatives, customer service personnel, chat board moderators, (including, without limitation, filing support tickets with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instructions of our employees, or publicly disparaging us by implying favouritism by our employees or otherwise); or
- q. using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another User of the App or any of our authorized representatives, customer service personnel, chat board moderators, or volunteers or
- r. creating user accounts by automated means or under false or fraudulent pretences;
- s. the impersonation of another person (via the use of an email address or otherwise);
- t. using, employing, operating, or creating a computer program to simulate the human behaviour of a User ("Bots");
- u. using, employing, or operating Bots or other similar forms of automation to engage in any activity or transaction on the App

- v. acquiring NFT through inappropriate or illegal means (including, among other things, using a stolen credit card, or a payment mechanism that you do not have the right to use, or purchasing a Material and then attempting to charge the cost back to your payment method while still maintaining ownership or control of the NFT or selling, gifting or trading the NFT to someone else);
 - w. the purchasing, selling or facilitating the purchase and sale of any User's account(s) to other Users or third parties for cash or cryptocurrency consideration outside of the App; or
 - x. otherwise involve or result in the wrongful seizure or receipt of any NFT or other digital assets
3. If you engage in any of the Prohibited Activities, Mobile Reality may, at our sole and absolute discretion, without notice or liability to you, and without limiting any of our other rights or remedies at law or in equity, immediately delate your Account, restrict your Digital Wallet from using the App or disassociate your tokens, Materials, NFT's and descriptions from the App. If we disassociate your token images and descriptions from the App, such deletion will not affect your ownership rights in any NFTs that you already own, but you will not receive a refund of any amounts you paid for those tokens.

§ 6 Mobile Reality Rights

1. The Services have a range of features and functionalities. Not all Services or features will be available to all Users at all times and we are under no obligation to make any Services or features available in any jurisdiction. Except where prohibited in these Terms of Service or by applicable law, we reserve the right to modify the Services or any part thereof for any reason, without notice and at any time.
2. The Mobile Reality does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from any part of the Services, including if we determine in our sole discretion that the Materials uploaded or posted to the Services, violate these Terms of Service.
3. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, copy from the register of entrepreneurs, government issued document or confirmation of your status as an employee of an entity.
4. The Mobile Reality reserves the right to determine, in our sole discretion, rightful Account ownership and transfer an Account to the rightful User. If we are unable to reasonably determine the rightful User, without prejudice to our other rights and remedies, the NFT Reality reserves the right to temporarily suspend or disable an Account until resolution has been determined between the disputing parties.

§ 7 User Responsibilities

1. You acknowledge and agree to provide public-facing contact information.
2. You acknowledge and agree that the Services are not a marketplace, and any relations made through the Services is directly between you and your Client or Contractor. You are responsible for the creation and operation of your Account, your Materials, and all aspects of the communication between you and your Client(s) / Contractor(s).
3. You may not use the NFT Reality Services for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your Client's / Contractor's jurisdiction, or the laws of Poland. You will comply with all applicable laws, rules and regulations in your use of the Service and your performance of obligations under the Terms of Service.

§ 8 Payment of Fees and Taxes

1. You will pay the Fees applicable to your subscription of NFT Services ("**Subscription Fees**"). Unless otherwise indicated, all Fees and other charges are, depending on your account and payment settings, in U.S. dollars, EUROS or Polish Złoty
2. The NFT Reality will send an invoice for the Subscription Fees to the User's Primary Email Address. As well, an invoice will appear on the Account page of your Account's administrative console. Users have approximately two weeks to bring up and settle any issues with the billing of Subscription Fees.
3. The invoice will contain detailed information regarding the services rendered, including the amount due, payment due date, and any applicable taxes or fees.
4. Upon receipt of the invoice, the User is obligated to make payment within the time period specified in the invoice. The payment should be made in the currency stated on the invoice.
5. If the User fails to make the payment by the specified due date, the NFT Reality reserves the right to send a reminder of payment to the User's Primary Email Address or User's administrative console. The reminder will include a copy of the original invoice and a link to a third-party website designated for payment processing.
6. The NFT Reality may provide a link to a third-party website for payment processing in the reminder email. By clicking on the provided link, the User will be directed to the designated third-party website, where they can securely complete the payment transaction using the available payment methods.
7. Any fees or charges associated with the third-party payment website, such as transaction fees or currency conversion fees, are the responsibility of the User. The NFR Reality does not assume any liability for such fees or charges incurred during the payment process.

8. You can read more about the terms and conditions for using third-party payment platforms [here](https://wise.com/terms-and-conditions) (https://wise.com/terms-and-conditions).
9. In the event of any disputes or issues related to the invoice or payment, the User is encouraged to contact the NFT Reality's designated customer support team within a reasonable time frame. The NFT Reality will make reasonable efforts to address and resolve any payment-related concerns promptly.
10. Failure to pay the invoiced amount within the specified time frame may result in further actions, including but not limited to late payment penalties, suspension or termination of services, or collection efforts through legal means as permitted by applicable laws and regulations.
11. Subscription Fees are paid in advance at the beginning of each calendar month (each such date, a "**Billing Date**"). You will be charged on each Billing Date for all outstanding Fees that have not previously been charged.
12. If the User fails to make the payment for the Subscription Fees the NFT Reality reserves the right to take action as outlined below.
13. We may suspend and revoke access to your Account and the Services. Access to your Account will be suspend after we send you a reminder of payment mentioned in sec. 5 above within 7 days of sending the reminder. Your Account will be reactivated upon your payment of any outstanding Fees, plus the Fees applicable to your next billing cycle. You may not be able to access your Account during any period of suspension. If the outstanding Fees remain unpaid for 60 days following the due date, Mobile Reality reserves the right to terminate your Account.
14. You will be solely responsible to pay any and all sales, use, value-added, and other taxes, customs, import or export, or other duties and assessments, as well as any amounts levied in lieu thereof (except taxes on our net income) now or hereafter claimed or imposed by any national, supranational, European, federal, state, local, or other jurisdiction (collectively "Taxes," including any interest thereon and penalties in respect thereof) associated with your submission of Licensed Content. Except for income taxes levied on us, you: (a) will pay or reimburse us for all Taxes, including value added taxes and Taxes that are required by international tax treaties, and based on charges set, services performed or payments made hereunder as are now or hereafter may be imposed; and (b) will not be entitled to deduct the amount of any such Taxes from any payment made to us pursuant to these Terms.

§ 9 Complaints and Dispute Resolution

1. If you have any complaints or disputes regarding the NFT Reality Service, including invoicing or payment issues, you may submit a complaint to the NFT Reality's designated customer support team. Complaints should be sent to the following address: complaints@thenftreality.com . Alternatively, you can contact the customer support team through the provided contact information on our website.
2. The NFT Reality will make reasonable efforts to acknowledge receipt of your complaint within 30 days and will provide you with a reference number for tracking purposes.

3. The NFT Reality will review and investigate your complaint in a timely manner. The resolution process may take up to 30 days depending on the complexity of the issue. During this period, the NFT Reality may contact you for additional information or clarification.
4. Once the investigation is complete, the NFT Reality will inform you of the outcome and any actions taken to resolve the complaint. This communication will be sent to your Primary Email Address or through the Account page of your Account's administrative console.
5. If you are not satisfied with the resolution provided by the NFT Reality, you may escalate the complaint to a higher level of management or seek alternative dispute resolution methods, such as mediation or arbitration, as provided by applicable laws and regulations.
6. Any disputes or complaints that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the courts of Poland.
7. The NFT Reality will handle all complaints and disputes in accordance with applicable laws and regulations, including consumer protection laws and data privacy regulations.

Please note that the information provided above is for illustrative purposes only and should be reviewed and customized to meet the specific requirements and legal framework of your organization.

§ 10 Confidentiality

1. **“Confidential Information”** will include, but will not be limited to, any and all information associated with a party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary. The Mobile Reality's Confidential Information includes all information that you receive relating to us, or to the Services, that is not known to the general public including information related to our security program and practices.
2. Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Terms of Service and in accordance with any other obligations in these Terms of Service. Each party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (i) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, who each will treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (ii) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential

treatment. Confidential Information will not include any information that the receiving party can prove: (A) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (B) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Terms of Service; or (C) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Terms of Service.

§ 11 Limitation of Liability

1. You expressly understand and agree that, to the extent permitted by applicable laws, the Mobile Reality and its suppliers will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or relating to the use of or inability to use the Service or these Terms of Service (however arising, including negligence).
2. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, the NFT Reality/Mobile Reality partners, employees, and suppliers harmless from any claim or demand, made by any third party due to or arising out of (a) your breach of these Terms of Service or the documents it incorporates by reference; (b) or your violation of any law or the rights of a third party; or (c) any aspect of the communication between you and your Client or Contractor, including but not limited to alleged or actual violation of applicable laws or your breach of the Terms of Service.
3. You will be responsible for any breach of the Terms of Service by your affiliates, agents or subcontractors and will be liable as if it were your own breach.
4. We will not be responsible or liable to you for any losses you incur as the result of your submission of licensed content, including but not limited to any losses, damages or claims arising from: (a) User error, such as forgotten passwords or incorrectly construed smart contracts or other transactions; (b) server failure or data loss; (c) corrupted files; or (d) unauthorized access or activities by third parties, including, but not limited to, the use of viruses, phishing, brute-forcing or other means of attack against the services or any digital wallet or address.
5. NFTs are intangible digital assets that exist only by virtue of the ownership record maintained in on a digital ledger that is decentralized or managed by a third party. All smart contracts are deployed to and occur on the digital ledger. We have no control over and make no guarantees or promises with respect to the continued functioning over any blockchain or digital ledger, including those associated with the licensed NTRs.
6. We are not responsible for losses due to malfunction, delay, disuse, or other fault of blockchains or any other public network or any digital wallet. Blockchain forks or similar actions may result in multiplication of licensed NFTs. We reserve the right, in our sole discretion, to determine which blockchain fork represents the digital ledger associated with any licensed NTSs.

7. You understand and agree that the NFT Reality will not be liable to you or to any third party for any indirect, incidental, special, consequential, or exemplary damages which you may incur, howsoever caused and under any theory of liability, including, without limitation, any loss of profits (whether incurred directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, diminution of value or any other intangible loss, even if we have been advised of the possibility of such damages.
8. You acknowledge and agree that we have entered into these terms in reliance upon the representations and warranties, disclaimers, and limitations of liability set forth herein, which reflect a reasonable and fair allocation of risk between us and you and form an essential basis of the bargain between us and you. We would not be able to provide the services to you without these limitations.
9. You acknowledge and agree that any damages you incur arising out of the acts or omissions of the NFT Reality or use of the licensed content are not irreparable and are insufficient to entitle you to an injunction or other equitable relief restricting the availability of or any person's ability to access any portion of the services.
10. Your use of the Services is at your sole risk. The Services are provided without any warranty or condition, express, implied or statutory.
11. The Mobile Reality does not warrant that the Services will be uninterrupted, timely, secure, or error-free.
12. The Mobile Reality does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.
13. The Mobile Reality does not warrant that the quality of any NFT products, services obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

§ 12 Assumption of Risk.

In entering into this Agreement, you assume the following risks:

1. there may exist no market or other means to transfer or sell Licensed NFTs;
2. there are risks associated with using and purchasing NFTs and other blockchain-based assets, including, but not limited to, the risk of hardware, software, Internet, and blockchain malfunctions, failures, delays, or downtime, the risk that third parties may obtain unauthorized access to Licensed NFTs or to any digital wallets, private keys, or other security devices securing Licensed NFTs, and the NFT Reality will not be held liable for any unauthorized access or theft of Licensed NFTs resulting from any failure to secure them;
3. the NFT Reality cannot guarantee the continued availability of the Licensed NFTs on the Internet;
4. upgrades or changes to one or more blockchains, including forks, may have adverse impacts on the value, resale price, and functionality of Licensed NFTs;

5. the NFT Reality cannot guarantee and make no promises concerning the continued availability, viability, or functionality of any third-party platform, software, or device, including digital wallet providers, NFT platforms, or cryptocurrency exchanges;
6. theft, compromise, or loss of any digital wallets, private keys, or other security devices securing Licensed NFTs may lead to their loss;
7. blockchain transactions may be irreversible, and there is a risk that unintended, unauthorized, or accidental transfers of Licensed NFTs may be irreversible, leading to the loss of Licensed NFTs;
8. the general risks of hacking, security weaknesses, fraud, counterfeiting, cyberattacks, and other technological difficulties;
9. the risk that various laws, whether in current form, amended form, or new form, as currently interpreted or as interpreted in the future, particularly governing blockchain and blockchain-based assets and technologies, may materially impact or eliminate the value, price, or functionality of Licensed NFTs;
10. purchase, use, resale, or other actions concerning your Licensed NFTs may subject you to various taxes, for which you agree to be solely responsible;
11. NFTs and blockchain-based assets may not be considered legal tender by any government;
12. the NFT Reality have no control over and are not responsible or liable for interactions or transactions with third parties, including digital wallet providers, co-branded services providers, payment processors, NFT platforms, or cryptocurrency exchanges.

In addition to assuming the above risks, you acknowledge that you understand it is your sole responsibility to determine the nature, suitability, and appropriateness of these risks for yourself.

§ 13 Force Majeure.

We will not be liable or responsible to the you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of these Terms, when and to the extent such failure or delay is caused by or results from a Force Majeure Event. For purposes of these Terms, a “Force Majeure Event” shall mean any one or more of the following events beyond the reasonable control of either party: (a) an act of God or public enemy; (b) war (declared or undeclared); (c) sabotage; rebellion; riot; act(s) or threatened act(s) of terrorism; or civil commotion; (d) labour dispute of any kind or nature; (e) embargo or political restrictions; (f) natural or man-made disaster (e.g., fire, flood, earthquake, landslide, tornado, hurricane, blizzard, volcanic eruption, tsunami, storm, drought, explosion and the like); (g) natural or man-made epidemic/pandemic (inclusive without limitation of COVID-19; viral outbreaks; public health crises; and/or global health emergencies) and their resulting governmental action, societal restrictions, and/or curtailment or closure of any means of travel, modes of public transit, and/or common carriers); (h) casualty and/or death; (i) act(s) of any national, European, and/or local instrumentality, including, but not limited to, any restriction, declaration, regulation and/or any other action or order that may impact travel, movement, large gatherings, and/or the transfer of goods or services; (j) the failure, scarcity, or unavailability of

necessary equipment, utilities, and other resources (similar or dissimilar); and/or (k) for any reason with similar consequences, foreseeable or unforeseeable.

§ 14 User Intellectual Property and Materials

1. The User that created NFT own all rights, title and interest in and to any artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright, recipes, formulas and other creative materials that may be associated with any NFT that you Own (collectively, “**Creative Materials**” or “**Materials**”), and all intellectual property rights therein. The rights that you have in and to the Creative Materials are limited to those expressly stated below. Notwithstanding any transfer of NFTs, all right, title, and interest in the User Intellectual Property (as defined below), including the Creative Materials and other User Intellectual Property incorporated in any NFTs (including NFTs that you Own) and including all copyrights, trademarks, and other intellectual property rights therein, are held by User or its licensors, and you agree not to infringe, violate or misappropriate those exclusive rights.
2. Once you Own any NFT, you are responsible for any loss or damage to, or loss of access to, the NFT and neither the NFT Reality nor any of its licensors shall have any liability in such circumstances, regardless of cause. You expressly understand and agree that your use of the App and any NFTs is at your sole risk and that the App and NFTs are provided “as is” and “as available.”
3. We encourage the use of secure, offline storage measures for NFTs. You may purchase, sell NFTs using real or virtual/cryptocurrency. You may resell or otherwise transfer an NFT that you Own where this is permitted by these NFT Terms and applicable law.
4. An transfer must provide for the transfer of all of your rights or licence then outstanding with respect to such NFT. Anyone receiving such NFTs from you agrees to and is bound by these NFT Terms.
5. In connection with your use of the NFT Reality, you may be able to post, upload, or submit content to be made available through the NFT Reality, including NFT Media that is tied to NFTs you wish to sell, transfer or licence on the NFT Reality as a seller, and any other content associated with your NFTs (“Your Material”). You retain all rights to Your Content you post, upload, submit, or otherwise made available through the NFT Reality, except for rights expressly granted herein. In order to operate the NFT Reality, we must obtain from you certain license rights in Your Material so that actions we take in operating the NFT Reality are not considered legal violations. Accordingly, by using the NFT Reality and uploading Your Material or otherwise made Your Material available, you grant us a non-exclusive, perpetual, irrevocable, worldwide, royalty free, sub-licensable and transferable right and licence to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Material in any and all media or distribution methods (now know or later developed) but solely as required to be able to operate and provide services of the NFT Reality. You agree that this license includes the right for us to provide, promote, and improve the NFT Reality and to make Your Materials available to other companies, organizations or individuals for the distribution,

promotion or publication of Your Materials on other media and services and promote the NFT Reality and Services in any media, marketing or promotional material. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable, and include a right for us to make Your Materials available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the NFT Reality, and solely for purpose of providing the NFT Reality, and to otherwise permit access to disclose Your Materials to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other Users of the NFT Reality shall have the right to comment on and/or tag Your Materials and/or to use, publish, display, modify or include a copy of Your Material as part of their own use of the NFT Reality; except that the foregoing shall not apply to any of Your Material that you post privately for non-public display on the NFT Reality. By posting or submitting Your Material to the NFT Reality, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Materials. You agree that Your Materials will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

6. The NFT Reality grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service and any NFTs that you Own (including all software, Creative Materials, content, virtual items and other material associated with the NFTs) for your own business use. You may not use the Service for any unlawful purpose. We reserve all rights in and to the NFT Reality and the NFTs not expressly granted to you under these NFT Terms.
7. You are aware and agree that the transfer of NFT's property may be limited by the laws of the jurisdiction to which it is subject. Accordingly, the User waives and will not make any claim against NFT Reality as a result thereof.
8. If you owned the Materials before providing them to NFT Reality then, despite uploading them to your NFT Reality they remain yours, subject to any rights or licenses granted in the Terms of Service or elsewhere. You can delate your Account at any time, but it does not terminate any rights or licenses granted to the Materials that the NFT Reality requires to exercise any rights or perform any obligations that arose during the Term.
9. You agree that the NFT Reality can, at any time, review and delete any or all of the Materials submitted to the NFT Reality, although NFT Reality is not obligated to do so.
10. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold Us, harmless and our past, present and future parent, subsidiaries and affiliates, and our and their respective employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively the "Affiliates"), from and against all actual or alleged claims, damages (actual and consequential), awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees, court costs, costs

of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property, that we may suffer, incur or otherwise become liable for, that are caused by, arise out of or are related to (a) your use or misuse of the NFT Reality, (b) your breach of these Terms, and (c) your breach or violation of the rights of a third party, including as a result of an Intellectual Property Breach, another User or third-party service provider. You agree to promptly notify Us of any such Claims and cooperate with Us in defending such Claims.

§ 15 NFT Reality Intellectual Property

1. You agree that you may not use any trademarks, logos, or service marks of the Mobile Reality and NFT Reality, whether registered or unregistered, including but not limited to the word mark NFT Reality, (“**NFT Reality Trademarks**”) unless you are authorized to do so by the Mobile Reality in writing. You agree not to use or adopt any marks that may be considered confusing with the NFT Reality Trademarks. You agree that any variations or misspellings of the NFT Reality Trademarks would be considered confusing with the NFT Reality Trademarks.
2. You agree not to purchase, register, or use search engine or other pay-per-click keywords (such as Google Ads), trademarks, email addresses, social media names, or domain names (including without limitation top-level domains, sub-domains, and page URLs) that use or include NFT Reality or NFT Reality Trademarks or that use or include any terms that may be confusing with the NFT Reality Trademarks.
3. You acknowledge and agree that the Terms of Service do not give you any right to implement the NFT Reality patents.

§ 16 Additional Services - Service requirements

By generating or using the NFT Reality Services, you agree to comply with the following requirements. The NFT Reality, or its third party providers, may suspend or terminate your access to and use of the email services if you do not comply with the services requirements.

1. Your use of the Services must comply with all applicable laws. It is your responsibility to know and understand the laws applicable to your use of the NFT Reality Services and the NFT you generate or send through the NFT Reality Services.
2. Your use of the NFT Reality Services must comply with NFT Reality Privacy Policy. It is your responsibility to read and understand the Privacy Policy applicable to your use of the NFT Services and the NFT you generate or send through the NFT Reality Services.
3. You will use commercially reasonable efforts not to send sensitive personal data, including information regarding an individual’s medical or health condition, race or

ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, and genetic data, biometric data processed for the purpose of uniquely identifying a natural person, as well as data concerning that person's health, sexuality or sexual orientation (collectively, “**Special Categories of Personal Data**”) through the NFT Reality Services. It is your responsibility to read and understand your obligations in relation to Special Categories of Personal Data.

4. Your use of the NFT Reality Services must follow all applicable guidelines established by NFT Reality.
5. If you or a Client or Contractor knows of or suspects any violations of the NFT Reality Services Requirements, please notify NFT Reality at hello@thenftreality.com. The NFT Reality will determine compliance with the Services Requirements in its discretion.

§ 17 NFT Reality App

1. The NFT Reality app is a NFT Reality application that is available to Users (the “**NFT Reality App**”) to engage with Clients / Customers that use the NFT Reality App (each, a “**NFT Reality App User**”).
2. The NFT Reality App is deemed to be a part of the Services, and all terms applicable to the Services apply. Without limiting the generality of the preceding sentence, and subject to these Terms of Service and all applicable guidelines and policies. The NFT Reality reserves the right to refuse a User access to or use of all or part of the App for any reason and at any time without prior notice.
3. Your Materials and your use of the NFT Reality App must comply at all times with these Terms of Service, all other applicable policies and guidelines, and applicable law.
4. As in other areas of the Service, NFT Reality is not obligated to intervene in any dispute arising between you and your Clients or Contractors.

§ 18 Privacy and Data Protection

1. The NFT Reality is firmly committed to protecting the privacy of your personal information and the personal information of your customers. By using the Service, you acknowledge and agree that NFT Reality’s collection, usage and disclosure of this personal information is governed by our Privacy Policy.
2. The NFT Reality processes personal data under certain data privacy or protection laws, including the GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance),

§ 19 Term and Termination

1. The term of these Terms of Service will begin on the date of your completed registration for use of a Service and continue until terminated by us or by you, as provided below (the “**Term**”).
2. You may cancel your Account and terminate the Terms of Service at any time by using features in the administrative console specifically designated for account deletion in our application. Upon termination, the User's access to the NFT Reality services, including any associated features or benefits, will cease. Any outstanding subscription fees or payments owed by the User will remain due and payable.
3. The NFT Reality reserves the right to terminate the services provided to the User in accordance with these Terms of Service. The NFT Reality shall provide 30 day notice to the User prior to the termination, except in cases where immediate termination is necessary due to breach of these terms and conditions or violation of applicable laws or regulations. The notice shall be provided by Primary Email Address providing notice through the NFT Reality administrative console, or by similar means.
4. Without limiting any other remedies, we may suspend or terminate your Account or the Terms of Service for any reason, without notice and at any time (unless otherwise required by law), including if User is unable to pay our debts as they fall due or if we suspect that you have engaged in unlawful activity in connection with the use of the Services. Termination of the Terms of Service will be without prejudice to any rights or obligations which arose prior to the date of termination.
5. Upon termination of the Services by either party for any reason:
 1. The NFT Reality will cease providing you with the Services and you will no longer be able to access your Account;
 2. The User shall no longer have the right to use any features, functionalities, or benefits associated with the services.
 3. The NFT Reality may also delete or remove any user-generated content or data associated with the User's account, subject to any legal or regulatory obligations.
 4. unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
 5. any outstanding balance owed to the NFT Reality for your use of the Services through the effective date of such termination will immediately become due and payable in full
6. Termination of the services does not relieve the User of any outstanding obligations or liabilities incurred prior to termination. The User remains responsible for any unpaid subscription fees, charges, or other amounts due to the NFT Reality. Any refunds or credits, if applicable, shall be governed by the refund policy specified by the NFT Reality.

§ 20 Modifications

1. We reserve the right, in our sole and absolute discretion, to update or change any portion of the Terms of Service at any time. We will provide you with reasonable advance notice of changes to the Terms of Service that materially adversely affect your use of the Services or your rights under the Terms of Service by sending an email to the Primary Email Address, providing notice through the NFT Reality administrative console, or by similar means. However, the NFT Reality may make changes that materially adversely affect your use of the Services or your rights under the Terms of Service at any time and with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; or (b) to restrict products or activities that we deem unsafe, inappropriate, or offensive. Unless we indicate otherwise in our notice (if applicable), any changes to the Terms of Service will be effective immediately upon posting of such updated terms at this location. Your continued access to or use of the Services after we provide such notice, if applicable, or after we post such updated terms, constitutes your acceptance of the changes and consent to be bound by the Terms of Service as amended. If you do not agree to the amended Terms of Service, you must stop accessing and using the Services.
2. The NFT Reality may change the Fees for the Services from time-to-time. We will provide you with 30 days advanced notice prior to any changes in Fees by sending an email to the Primary Email Account, providing notice through the NFT Reality administrative console, or by similar means. The NFT Reality will not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services (or any part thereof).

§ 21 General Conditions

1. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Warsaw, Poland courts with respect to any dispute or claim arising out of or in connection with the Terms of Service.
2. The Terms of Service, including the documents it incorporates by reference, constitute the entire agreement between you and the NFT Reality and govern your use of the Services and your Account, superseding any prior agreements between you and the NFT Reality (including, but not limited to, any prior versions of the Terms of Service).
3. The failure of the NFT Reality to exercise or enforce any right or provision of the Terms of Service will not constitute a waiver of such right or provision. If any provision of the Terms of Service, including all terms and conditions and other documents it incorporates by reference, is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provision of the Terms of Service will remain in full force and effect.
4. Save for the NFT Reality and its affiliates, you or anyone accessing NFT Reality Services pursuant to these Terms of Service, unless otherwise provided in these Terms of Service, no person or entity who is not a party to these Terms of Service will have any right to enforce any term of these Terms of Service, regardless of whether such

person or entity has been identified by name. For the avoidance of doubt, this will not affect the rights of any permitted assignee or transferee of these Terms.

5. The Terms of Service will be governed by and interpreted in accordance with the laws of the Republic of Poland applicable therein, without regard to principles of conflicts of laws.
6. Any disputes arising out of these Terms of Service will be resolved in English, but at the court stage, due to the selected jurisdiction of Poland, disputes will be dealt in Polish.
7. All the terms and provisions of the Terms of Service will be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. The Mobile Reality will be permitted to assign these Terms of Service without notice to you or consent from you. You will have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without NFT Reality's prior written consent, to be given or withheld in NFT Reality's sole discretion.
8. If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.
9. On termination, all related rights and obligations under the Terms of Service immediately terminate, except those indicated directly in the Terms and Conditions

Date of adoption of regulations 23.06.2023