

# Terms and Conditions for the use of Retreeb NFT-Platform

(hereafter referred to as **T&C**)

## Introduction

Retreeb SA has partnered with artist collective Mad Boceto SA, by commissioning its very first NFT art collection to fund a mission to Unilife, the other partner.. The NFT art collection is composed of blockchain-tracked, non-fungible tokens each associated with one original image. The Retreeb -UnitLife NFT collection is being offered by Retreeb SA on the Retreeb NFT-Platform platform from the 20th of February 2023 to the 1st of June 2028(the "Offer").

”.

## 1. Scope and Definitions

- 1.1. BY ACCEPTING THIS AGREEMENT OR PARTICIPATING IN THIS OFFERING, YOU EXPRESSLY ACKNOWLEDGE THAT YOU UNDERSTAND THIS AGREEMENT, ACCEPT ITS CONTENT AND AGREE TO BE BOUND BY THE AGREEMENT . If You do not agree to this Agreement and/or third-party applicable terms and conditions, You may not participate in the Offer.
- 1.2. These terms and conditions constitute a legally binding agreement (the "Agreement" or "Terms and Conditions") between you (hereinafter "You" "Your" or "Licensee") and Retreeb SA .
- 1.3. This Agreement governs the purchase of Retreeb-Unitlife's NFTs as part of the Offer, and the subsequent use of the NFT.
- 1.4. Retreeb SA, registered in the Geneva Trade Register under number CHE-175.838.832, located at 1 rue de la Cité in Geneva (1204), Switzerland, (hereafter "Retreeb" or "Retreeb SA" or We), email address: info@Retreeb.com (hereafter referred to as) operates <http://auction.retreeb.io> as an NFT platform (hereafter referred to as **NFT-Platform**) for the sale or giving away of Retreeb-Unitlife nonfungible tokens.
- 1.5. **Announcement** has the meaning as defined in No. 6.7.
- 1.6. **Content** means the artwork or any content, files and materials represented by or embodied in the purchased NFT and as licensed hereunder.
- 1.7. **Digital Wallet** means a solution for receiving, storing, transferring, exchanging or spending crypto-currencies and/or NFTs.
- 1.8. **ETH** means the cryptocurrency commonly designated by this name, which is stored in and tradeable on Ethereum and any successor thereof. In case of a so-called "fork" or other split of ETH into several different cryptocurrencies, Retreeb SA will decide in its reasonable discretion, which of the resulting cryptocurrencies can be used in purchases of NFTs under these T&C.

- 1.9. **Ethereum** means the Ethereum mainnet and the consensus blockchain for such mainnet (networkID:1, chainID:1) as recognized by the official Go Ethereum Client, or, if applicable, the network and blockchain generally recognized as the legitimate successor thereto.
- 1.10. **Functions** has the meaning as defined in No. 6.7
- 1.11. **NFT** means a non-fungible token (NFT) registered on a Blockchain network. In these T&C, NFT refers only to NFTs (the associated Content may be subject to further or different provisions under these T&C as the case may be) sold by Retreeb SA on the Primary Market through the NFTPlatform, unless otherwise stated herein.
- 1.12. **Primary Market** refers to the first transaction of the NFT through sale from Retreeb SA to a User through the NFT-Platform.
- 1.13. **Third Party Marketplace** means a service provided by a third party to transfer, trade, sell or purchase NFTs on the Secondary Market.
- 1.14. **User** means any consumer within the meaning of Swiss and Canton of Geneva law (hereafter referred to as "**Consumer**") or any merchant, legal person or entity without a legal personality, accessing the NFT-Platform, purchasing and/or holding an NFT. The User, being the addressee of these T&C, may also be referred to as "**you**".
- 1.15. **Secondary Market** refers to all subsequent transactions or transfers of an NFT, including through sale or gifting, between Users or a User and any third party following the initial Primary Market transaction.
- 1.16. These T&C apply to
- (i) the use of the NFT-Platform by Users;
  - (ii) and the purchase of NFTs on the NFT-Platform by Users.

These T&C shall also apply to all future transactions with the User unless expressly stated otherwise. The application of the User's conflicting, deviating or supplementary terms and conditions shall be excluded, even if Retreeb SA does not expressly object to such terms and conditions.

## 2. Availability and Eligibility

- 2.1. The NFT-Platform is not available in the following countries:

North Korea, Iran, Myanmar

- 2.2. Participation in the Offer is open only to individuals who have the right and authority, in accordance with relevant applicable laws, to enter into this Agreement and are fully able and competent to satisfy the terms, conditions, and obligations herein and who are using currency that such party is the lawful holder thereof. You may not allow other persons to use Your user credentials or other personal accounts or services, and You agree that You are the sole authorized user of such accounts and services. You further represent and warrant that You are at least 18 years old, or the age of majority in Your country or territory, whichever is older. If you are representing a corporation, institution or non-profit, you must

have the authorization to buy NFT according to local laws and your bylaws.

- 2.3. You agree to pay (i) the price of the NFT to Retreeb SA , pursuant to the amount and payment methods displayed on the platform page (ii) all applicable fees associated with the transaction, including but not limited to Third Party Services' fees pursuant to Third Party Services' terms of service as applicable; and (iii) all applicable taxes in accordance. The acquisition of a NFT, including associated charges, are non-refundable.
- 2.4. You acknowledge and agree that in some countries, and for certain people or entities, there may be restrictions on the acquisition, transfer and/or use of NFTs under applicable law including, by way of illustration, export control and sanctions laws and regulations or restrictions on the sale and/or license of NFTs, and therefore Your ability to acquire, transfer and/or use a NFT may be limited or restricted without any liability of Retreeb SA .
- 2.5. Retreeb SA may require You to provide additional information and documents in cases where it has reasons to believe that You are involved in money laundering or in any other illegal activity or that You are in breach of this Agreement. In such cases Retreeb SA , in its sole discretion may pause or cancel Your acquisition of the NFT and, as the case may be, is entitled to deny the transfer of the NFT to You and terminate the Agreement in the condition defined in Section 5 below.
- 2.6. To purchase NFTs through the NFT-Platform, you must fulfill the following cumulative criteria:
  - 2.6.1. you must have a wallet from one of the following providers: Metamask Coinbase Wallet or any other Digital Wallet compatible with Wallet Connect;
  - 2.6.2. the amount of ETH in your wallet must be sufficient for the intended purchase.

Additional eligibility criteria may be applicable to claim specific NFTs. If applicable, We will make them available on the NFTPlatform and/or during the purchase process.

### **3. Platform Contract for the Use of the NFT-Platform**

- 3.1. In order to fully use the NFT-Platform, the acceptance of a Platform Contract entered into between the User and Retreeb SA is necessary. The Platform Contract is concluded (a) by acceptance through registration on the NFT-Platform or (b) by acceptance at the time of purchasing one or several NFTs on the NFT-Platform as a framework agreement for the use of the NFT-Platform and the purchasing of NFTs on the NFT-Platform.
- 3.2. The Platform Contract alone (that means without any purchase of an NFT) does not impose any purchase obligation and/or payment obligation on the User.
- 3.3. The content of the Platform Contract is determined by these T&C, in each case in their most recent version at the time of the conclusion of the respective Platform Contract. Retreeb SA may amend these T&C for

legitimate reasons, in particular for legal, regulatory or security reasons. If Retreeb SA amends these T&C after the conclusion of a Platform Contract, the changes will be valid as of acceptance by the User.

- 3.4. The User is obliged (i) to provide complete and correct information about its person at the time of registration on the NFT-Platform and (ii) in case of respective changes to correct without undue delay the information on the NFT-Platform insofar such information are mandatory for the performance of the Platform Contract. Such mandatory information are marked as such when requested on the NFT-Platform.
- 3.5. Every transaction on our platform requires the payment of a fee. This means that you must pay a transaction fee for each transaction you initiate through the platform. Accordingly, you are solely responsible for paying all gas fees required to complete a transaction on the Ethereum blockchain, and you must ensure that you have sufficient funds and resources to do so before initiating such transactions.

#### **4. Transfer and Termination of Platform Contract**

- 4.1. A Platform Contract existing with a User may not be transferred by the User to a third party without Retreeb SA's approval.
- 4.2. The User and Retreeb SA may terminate the Platform Contract as a whole at any time with immediate effect. Retreeb does not offer any continuity of service guarantee. Retreeb SA is in particular entitled to exclude individual Users from the NFT-Platform. The termination of the Platform Contract shall not affect any already concluded individual sales contracts for NFTs between the User and Retreeb SA.
- 4.3. The termination of the Platform Contract may be made in writing, via email or via the NFT-Platform via the function "Delete Account".
- 4.4. Either party's rights to terminate the Platform Contract for good cause with immediate effect as well as based on the statutory provisions on the termination of consumer contracts for digital products remain unaffected by the aforementioned provisions. Retreeb SA shall in particular be entitled to terminate the Platform Contract for good cause with immediate effect in case it is no longer able to operate the NFT-Platform for regulatory reasons.

#### **5. Intellectual Property and Prohibited Behaviour**

All intellectual property rights (including any copyright or trademarks) in the architecture, content or any element of the NFT-Platform are owned by Retreeb SA or its third party licensor(s). No intellectual property rights are transferred to the User through these T&C. Any total or partial reproduction, representation, modification or use (except as permitted by these T&C) of any element of the NFT-Platform by the User for any reason whatsoever is strictly prohibited. In particular, the User shall not (directly or indirectly):

- (a) use the NFT-Platform and/or the NFTs for any purpose other than those set out in the T&C;
- (b) decipher, decompile, disassemble, reverse engineer, scrape or otherwise attempt to derive the source code or underlying ideas or algorithms of any

- portion of the NFT-Platform and/or the NFTs, except to the extent permitted by applicable law;
- (c) interfere with the functioning of the NFT-Platform, impose an unreasonable or disproportionately large load on the NFT-Platform infrastructure, circumvent any technical measures used by the NFT-Platform or distribute any virus or any other technology that may harm the NFT-Platform; or
  - (d) modify, translate or otherwise create derivative works of any part of the NFT-Platform and/or the NFTs.

The above list of prohibited behaviors is not intended to be an exhaustive list. The User shall comply with all applicable laws relating to the use of the NFT-Platform and/or the NFT.

## 6. Purchase of NFTs

The User can, subject to the conclusion of an individual sales contract with Retreeb SA, purchase NFTs against a fixed consideration according to the procedure described below.

### 6.1. Selection and auction

- 6.1.1. To purchase NFTs against a fixed consideration on the NFT-Platform, the User can select a so-called NFT collection from which it wishes to purchase one or more NFTs. The eligibility to purchase a NFT from specific NFT collections may depend on certain criteria such as having purchased a Retreeb-Unitlife NFT previously, participation in community spaces etc.
- 6.1.2. The user shall then participate in the auction of the sale of the NFT. When the user's bid has been selected as the highest paying, the NFT sale will proceed. Each NFT on sale has an edition number (from 1 to 4). The starting price of the 1st NFT (edition number = 1) is based on a physical sale we will hold before the digital auctions. When the auction starts bidders have 72h to outbid each others (the minimum raise is 0.1eth). At the end of these 72h, bidders that don't have the lead can still outbid the leader for 12h (minimum raise still 0.1eth). If there is no new bidder, the leader win the auction at the end of these 12h. If there is a new bid, the new leader has to hold the lead for 6h to win the auction. Other bidders can still outbid him during these 6h (minim raise of 0.1eth) and each new bid triggers a new 6h period. The last bidder win the auction if he holds the lead for 6h. Once the auction is over, the auction of the next edition number starts. The starting price of the next edition number is the price at which the previous NFT sold minus 15%.  
  
When someone is outbid, his funds are still in the contract. He can choose to withdraw the funds or to use it to place a new bid. New bids use in priority the funds of the bidder available on the contract.
- 6.1.3. NFTs will be sent to the winners after all the auctions end (so that there is no secondary market before all the NFTs are sold) thanks to another smart contract (not included in the audit).
- 6.1.4. The owner of the smart contracts must not be able to administrate or withdraw funds.

- 6.1.5. After selection of the NFT collection, the User will need to provide or confirm its payment details. It will then be confirmed that the User's Digital Wallet holds the sufficient amount of ETH for the intended purchase. After such is confirmed, the User will see an overview of the selected NFT collection and the total consideration. The User will be able to return to the previous pages to correct any errors or to change the purchase.
- 6.1.6. The User will after successful purchase of a NFT from such NFT collection receive the NFT contract from such NFT collection before validating the purchase.

## **6.2. Consideration**

- 6.2.1. The consideration for NFT(s) is shown and payable by the User in the crypto currency ETH. The consideration includes all applicable taxes, but not the gas fee payable by the User for the respective transaction.
- 6.2.2. All transactions on the NFT-Platform are facilitated by smart contracts existing on the Ethereum network. The Ethereum network requires the payment of a gas fee for every transaction that occurs on the Ethereum network, and thus every transaction occurring on the NFT-Platform. The respective consideration for the NFT(s) indicated on the NFT-Platform does not include the gas fee. These gas fees are the responsibility of the User, who must ensure that it has sufficient funds in ETH on its Digital Wallet.
- 6.2.3. The total consideration (including the gas fee) is indicated to the User before it proceeds to the validation of its purchase.

## **6.3. Receiving the NFT(s)**

- 6.3.1. Any transfer of a NFT to the User will be registered in the Ethereum blockchain.
- 6.3.2. After payment of the consideration for the respective NFT, the User will be redirected to a page confirming its purchase.
- 6.3.3. After completion of the purchase, the User will automatically receive the respective NFT(s) from the NFT collection selected by the User in his/her Digital Wallet.

## **6.4. Rights in case of defects of the NFT**

In case an NFT purchased on the NFT-Platform is defective, the statutory provisions regarding the User's rights in case of defects apply. Retreeb will provide a replacement NFT.

## **6.5. Digital Wallet**

- 6.5.1. The User must have a Digital Wallet compatible with the NFTPlatform in order to receive and store its NFT(s) following its

purchase from Retreeb SA. Compatible Digital Wallets include Metamask Coinbase Wallet and any Digital Wallet compatible with Wallet Connect.

- 6.5.2. Digital Wallets are provided by third parties and not by Retreeb SA. These T&C are not applicable to the User's use of the Digital Wallet. Their use is rather subject to terms and conditions provided by the relevant third-party Digital Wallet provider. The User shall ensure that it has read these terms and conditions before creating its Digital Wallet, and that it maintains the security of its Digital Wallet.
- 6.5.3. Retreeb SA does not hold any wallet private keys to the User's Digital Wallet.
- 6.5.4. The User's Digital Wallet public address will be made publicly visible every time the User engages in a transaction.
- 6.5.5. The respective third-party Digital Wallet provider may charge the User a fee for the service it provides.
- 6.5.6. It is the responsibility of each User to ensure (i) the compatibility of the Digital Wallet with the NFT-Platform before purchasing an NFT and (ii) that the Digital Wallet is operated and stored in appropriate security conditions. Failure to do so may result in the loss or theft of NFTs. Any action made as a result of the User's Digital Wallet being compromised is the responsibility of the User.

## 6.6. Know Your Customers or Know your Transactions checks

- 6.6.1. Retreeb SA or its subcontractors may in some cases conduct KYC (Know Your Customer) and KYT (Know Your Transactions) checks as appropriate to authenticate the User and complete the purchase process. This may involve requiring the User to provide identity documents or information such as for instance the User's name, surname, date of birth, place of birth, nationality, address, email and phone number.
- 6.6.2. The User is obligated to provide correct and complete data. Failure to do so may result in a suspicious transaction report to be submitted by Retreeb SA to the competent financial intelligence unit. The same may apply if Retreeb SA has reason to suspect a case of money laundering by the User.

## 6.7. Functions included in the NFT purchase.

- 6.7.1. As of the launch, there are no functions associated with the NFT purchase. The User may receive, along with the purchase of a NFT, the right to claim certain other functions as part of its purchase of such NFT ("**Functions**"). Such Functions may for instance consist of access to virtual community spaces / metaverse experiences, the receipt of a limited edition of merchandising items and/or access to Retreeb-Unitlife events. The Functions (if any) may be offered by tRetreeb SA, and may be

subject to separate terms and conditions (in which case the User will be specifically made aware of that).

- 6.7.2. The Retreeb SA, Retreeb SA may decide, in their sole discretion, whether or not to offer any Function(s) along with the purchase of a NFT. The details of the Function(s), if any, that are available to the User upon the purchase of a certain NFT will be displayed on the NFTPlatform within the Utility Roadmap (see 6.7.3). No additional compensation is payable by the User to the Retreeb SA, Retreeb SA for the receipt of the Function(s), if any. The Utility Roadmap will be communicated in extracts before the sales process on the NFTPlatform.
- 6.7.3. Each Function, if any, can only be used / claimed by the User once per NFT purchased by the User for which the User received the respective Function. From time to time, the User will be provided with options to select with regard to a Function. The selection of a certain Function may preclude subsequent Functions (if any) which will be stated in the Announcement and Utility Roadmap.
- 6.7.4. The User has to redeem the Function(s), if any, on the NFT Platform and within a pre-defined and communicated period, where applicable. Where a Function has to be redeemed within a pre-defined period and the User fails to do so, the User will forfeit its right to use / claim such Function without any liability for Retreeb SA, Retreeb SA resulting therefrom.

## **7. Holder of the NFT**

- 7.1. The User is the holder of the NFTs that it purchases in accordance with these T&C. This holdership is ensured and verified by a specific protocol (smart contract) on the Ethereum network. Retreeb SA makes no guarantee or promise with respect to smart contracts. Retreeb SA has no control over the User's holdership of the NFT and cannot modify it.
- 7.2. Notwithstanding any provision to the contrary in these T&C, the User has the right to freely dispose of the NFTs it holds (sale, donation, transfer, destruction, etc.) for non-commercial purposes only, in particular via Third Party Marketplaces.
- 7.3. A reseller fees, which is to be given to the artist who designed first the NFT, is automatically collected and integrated in the smart contract. Retreeb is no part and cannot be liable for this feature of the NFT.
- 7.4. Subject to compliance with these T&C, the User is authorized, on a non-exclusive, fully-paid up basis, to use, reproduce and display the Content associated with the NFTs that it legitimately holds, for personal and non-commercial purposes only. In case of a commercial use, different terms will apply to sufficiently protect Retreeb interests.
- 7.5. Except as otherwise expressly provided, the purchase or use of a NFT (incl. the Content associated with it) does not include the transfer, license and assignment of any rights, title or interest in or to the visuals, designs, text, graphics, pictures, content, code, data, software or other elements

of the NFT or the associated Content represented by or embodied in the NFT.

7.6. Under no circumstances may the User, without Retreeb SA's prior consent, do or attempt to do any of the following with the NFTs and its associated Content, whether or not held by the User:

- (a) use the NFT and its associated Content represented by or embodied in the NFT, in whole or in part, for any purpose other than those intended, including but not limited to commercial purposes, advertising or promotion of a third party product or service;
- (b) modify, adapt or otherwise make any derivative use of the Content associated with the NFT or any other content, files and materials represented by or embodied in the NFT, in whole or in part;
- (c) reverse engineer, retransmit, or distribute to any third party the NFT and its associated Content represented by or embodied in the NFT;

except where specifically (i) permitted by applicable statutory law, or (ii) permitted under these T&C.

## **8. Secondary Market transactions**

8.1. The Users cannot resell NFTs on the NFT-Platform. They may resell their NFTs by offering them for sale on a Third-Party Marketplace, subject to limits which may be specified for each NFT on the NFT-Platform.

8.2. Upon a Secondary Market transaction, both (i) the right of the User to use / claim any Function(s) associated with the respective NFT that has/have not been redeemed by the User prior to such transaction and (ii) any digital item(s) that has/have been obtained by the User as a result of the redemption of any Function associated with the respective NFT (such as, but not limited to, virtual community spaces / metaverse experiences) shall transfer to the respective new holder of that NFT. Contrary thereto, any physical item(s) that has/have been obtained by the User as a result of the redemption of any Function associated with the respective NFT shall remain with the User and shall not transfer to the new holder of the NFT. This No. 8.2 shall apply likewise to any subsequent Secondary Market transaction.

8.3. Retreeb SA is not involved in Secondary Market transactions on Third Party Marketplaces and cannot be held responsible for sales, purchases or transfers made outside the NFT-Platform.

8.4. It is the Users' responsibility to check which rights are associated with an NFT purchased on or received through a Third Party Marketplace.

8.5. The Users will be responsible for the payment of all taxes that may be applicable as a result of their use and resale of the NFTs.

8.6. Under the conditions specified for each NFT on the NFTPlatform, the Secondary Market transactions on Third Party Marketplaces may be subject to a commission for the benefit of Retreeb SA and/or of any third party that has participated in the NFT creation. By purchasing the NFT on the NFT-Platform, the User accepts the existence of this possible commission.

8.7. In the context of Secondary Market transactions on Third Party Marketplaces, the User undertakes to make its best efforts to inform the purchaser of the potential commission, as well as of the provisions of these T&C, and to impose on the purchaser an obligation to (i) pay such commission for the benefit of Retreeb SA and/or of any third party that has participated in the NFT creation, and (ii) to pass such obligations on to subsequent purchasers in the event of any further sales and purchases.

## 9. Hyperlinks

The NFT-Platform may include links to other websites or other Internet sources. Retreeb SA is not responsible for these external sites and sources, including but not limited to:

- (a) the content, advertising, products, services or other materials available on those external sites or sources; and/or
- (b) for any loss or damage, direct or indirect, arising directly or indirectly from the use of the content, advertisements, products, services or any other element available on these external sites or sources.

## 10. Security

10.1. Retreeb SA will use commercially reasonable efforts to ensure the security of the NFT-Platform. However, Retreeb SA cannot guarantee that the NFT-Platform and/or the NFTs will be free of viruses and/or other computer codes that may contain contaminating or destructive features.

10.2. It is the User's responsibility to put in place appropriate computer security measures (including anti-virus and other security controls) to meet its particular information security and reliability needs.

## 11. Liability and Warranties

### 11.1. Limitation of liability of Retreeb SA

11.1.1. In case of slight negligence, Retreeb SA is liable only for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on Retreeb SA according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by the User. This liability is limited to the typically foreseeable damage at the time of entering into the contract.

11.1.2. The personal liability of statutory representatives, agents and employees of Retreeb SA for damages caused by slight negligence is also limited to the extent described in No. 11.1.1.

11.1.3. The User shall take all reasonable measures necessary to avert and reduce damages.

## 11.2. Risks inherent in NFTs by the User

- 11.2.1. Non Fungible Tokens are highly volatile assets. Their value depends on many factors. Their value is not guaranteed and can become zero. By purchasing NFTs, the User exposes itself to the risk of partial or total loss of the consideration paid for the respective NFT.
- 11.2.2. In addition, the resale or transfer of NFTs, in particular via Third Party Marketplaces, is not guaranteed. Such resales or transfers may be subject to transaction fees (including gas fees) which vary in amount. This amount may be significant and may limit or prevent the resale or transfer of NFTs.
- 11.2.3. All transactions on Non Fungible Tokens (such as the NFTs) are conducted through the blockchain, which is an emerging technology that may involve risks such as, but not limited to, the following:
  - (a) any malfunction, vulnerability, unintended function or unexpected operation of the blockchain network may cause the User's NFTs to malfunction or operate unexpectedly or in an unintended way;
  - (b) the blockchain network may be subject to specific weaknesses, which make them possible targets for specific cyber security threats;
  - (c) loss or theft of the means of access, in particular the private key to the User's Digital Wallet, or misuse of the Digital Wallet, may result in the loss of access to the User's NFTs and any Function(s) related thereto;
  - (d) bugs or vulnerabilities in the NFTs, associated smart contracts or in their operation may result in the loss of access to the User's NFTs and any Function(s) related thereto.

Any of the above may result in the NFTs becoming worthless or may temporarily or permanently prevent the User from reselling or transferring them or claiming any Function(s) related to them.

- 11.2.4. These risks are to be borne by the Users. Retreeb SA shall not be liable for any of these risks and any loss of value of the User's NFT and/or any Functions related thereto.
- 11.2.5. The Users shall be solely responsible for the secure storage of their Digital Wallet private keys. Retreeb SA shall not be liable for any damages related to (i) the User's Digital Wallet and its use or (ii) a resale of NFTs on a Third Party Marketplace.

## 11.3. Risks related to regulatory changes

- 11.3.1. The regulatory regimes in the areas relating to Non Fungible Tokens, crypto-assets, crypto-currencies and blockchain-based services may be subject to rapid legislative and regulatory change which could impact your use of the NFT-Platform and/or NFTs.

- 11.3.2. Retreeb SA shall not be liable for any consequences associated with legislative and regulatory developments applicable to the use of these new technologies.

#### 11.4. Risks related to other elements, Warranties

- 11.4.1. To the maximum extent permitted by applicable mandatory laws, the NFT and associated Work are provided “as is” and “as available” excluding any warranties of any kind, including, without limitation, any warranty for information, data, uptime or uninterrupted access, any warranties concerning the availability, correctness, accuracy, reliability, usefulness, or content of information, and any merchantability or fitness for a particular purpose, and We hereby disclaim any and all such warranties, express and implied. We do not warrant that the NFT and associated Work, content, functions or materials contained therein will be timely, secure, uninterrupted or error free, or that defects will be corrected. We make no warranty that the NFT will meet Your expectation and/or requirements. No advice, results or information, whether oral or written, obtained by You from Retreeb SA or in relation to the NFT and/or associated Work shall create any warranty not expressly made herein.
- 11.4.2. To the maximum extent permitted by applicable mandatory law, We will not be liable to You for any loss or damage, whether in contract, tort, negligence, breach of statutory duty, or otherwise and howsoever arising, even if foreseeable, arising under or in connection with the use of, or inability to use, Third Party Services, the NFT and associated Work, including but not limited to any losses, damages or claims arising from: (i) Your error, such as forgotten passwords or incorrectly construed transactions; (ii) server failure or data loss; (iii) corrupted account files; (iv) unauthorized access or activities by third parties, including but not limited to the use of viruses, phishing, or other means of attack against the app, network, or the electronic account or (v) security weaknesses, fraud, counterfeiting, and other technological difficulties.
- 11.4.3. We are not responsible for losses due to blockchains or any other features of the Ethereum network or Third-Party Services functioning and/or performance, including but not limited to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting the Ethereum network, including forks, technical node issues, or any other issues having fund losses as a result. You acknowledge and agree that such technologies are novel, experimental and speculative and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing laws thereto.
- 11.4.4. We have no control over any Third-Party Services. You acknowledge and agree that We are not liable for any loss or damage which may be incurred as a result of the availability or unavailability of the Third Party Services, or as a result of any reliance placed by You upon the protection and/or storage of any data You provide to those Third Party Services, or upon the completeness, accuracy or existence of any advertising, products or other materials on, or made available from, any Third Party

Services. Please read the general terms applicable to such Third-Party Services as You will be required to comply with such terms.

- 11.4.5. To the maximum extent permitted by applicable mandatory law, Retreeb SA potential liability shall arise solely with respect to You. Retreeb SA shall not be liable for any such damage as may be caused to third parties as the result of any use You may make of the NFT outside their intended purpose, unless such use has been expressly authorized by Retreeb SA , in which case Retreeb SA ' liability shall be brought into line with the terms and conditions agreed on for such purpose. Retreeb SA total liability to You with regards to the Offer and the NFT, except in the event of willful misconduct or gross negligence, is limited to the amount paid by You for the NFT.
- 11.4.6. As noted above, the NFTs are made available solely for entertainment purposes. You acknowledge and agree as follows:
- i. . To the extent there is a price or market for a blockchain asset such as a non-fungible token, such markets and prices are extremely volatile, and variations in the price of other digital assets could materially and adversely affect the value of any digital asset(s) You own, including the NFT, and there is no guarantee that the NFT will have or retain any value;
  - ii. Retreeb SA does not make any promises or guarantees about the availability of the NFT or the Work on the Internet or that the NFT or the Work will be hosted at any specific location and/or for any specific period of time;
  - iii. upgrades to the Ethereum platform, a hard fork or other change in the Ethereum platform, a failure or cessation of Ethereum, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all blockchains using such technologies, including without limitation NFTs;
  - iv. the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the NFT;
  - v. the risks related to taxation; vi. that non-fungible tokens are not legal tender and are not backed by any government; and
  - vi. Retreeb SA is not responsible for any transaction between You and a third party, including but not limited to transfers carried out pursuant to Section 3.3, Retreeb SA shall have no liability in connection with any such transaction or with the consequences of such transaction.
- 11.4.7. In addition to assuming all of the above risks, You shall (i) have obtained sufficient information to make an informed decision to usage the NFT, (ii) understand and agree that You are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks.

## 12. Usage of Data

- 12.1. By using the NFT-Platform, certain data - including personal data - may be collected in order to perform the respective services as well as the selling of NFTs, the provision of Customization Options, Functions etc..

- 12.2. Retreeb SA may use such data - in an anonymized form or otherwise - for (i) the purpose of managing and improving quality, safety and security of the NFT-Platform, and (ii) for other commercial purposes. Retreeb SA may combine this information with other personal data We hold about the User, including information from the User's Retreeb-Unitlife Digital ID, for example to assess the User's eligibility to use the NFTPlatform. The usage of certain data for the purpose of managing and improving quality, safety and security of the NFT-Platform can be activated and deactivated using appropriate functionalities in the User's user account.
- 12.3. For the above purposes, such data may also be transferred to other third parties that are engaged by Retreeb SA (which may include Retreeb SA) or other Retreeb-Unitlife entities in this context and - to the extent such data is anonymized - to other third parties.
- 12.4. The usage of such data will be in compliance with applicable data protection laws. Where required by law, Retreeb SA will obtain the relevant consents. Further information can be found in the data protection and privacy information at <http://auction.retreeb.io> . For the general privacy policy of the company, please visit [retreeb.com](http://retreeb.com)
- 12.5. Some of the User's personal data (including its username for the NFT-Platform and Digital Wallet public address) will be embedded into the NFT and will be stored for as long as the underlying distributed ledger technology operates.
- 12.6. The Code of Civil Procedure (CCP) provides for the following special procedures: § conciliation (Art. 197 ff.) § mediation (Art. 213 ff.) § simplified procedure (Art. 243 ff.). All may applicable on Retreeb SA initiative alone.

### **13. Right of Withdrawal for Consumers**

13.1. If the User is a Consumer , he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer is every natural person acting for purposes which are outside his or her trade, business, craft or profession. In the following, the Consumer is instructed on his/her right of withdrawal with respect to the Platform Contract as well as any NFT (incl. the Content) purchased on the NFT-Platform.

### **14. Other elements**

- 14.1. You are solely responsible for all applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise. You are solely responsible for any applicable taxes including any sales or use tax or equivalent tax wherever such taxes may arise on the price, the buyer's premium, and/or any other charges related to this Offer and subsequent transfers, if any. The applicable sales tax rate will be determined based upon the state or country where You are located. Retreeb SA is not responsible for determining the taxes that may apply to Your transaction(s).
- 14.2. The Agreement in force at the time of the acquisition of the NFT will apply. If We revise this Agreement and You have already purchased a NFT, the revised Agreement will not apply to such acquisition. This

Agreement is between You and Us. No person who is not a party to this Agreement shall have any rights to enforce any of its terms. The rights of the parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement are not subject to the consent of any other person. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.3. You acknowledge and agree that Retreeb SA or, as applicable, its licensors, owns all legal right in and to the Work. The rights that You have in and to the NFT and the Work are limited to those expressly stated in this Section of the Agreement. Retreeb SA, and its licensors, expressly reserves any right not expressly granted to You under this Agreement.

## 15. Customer Service

In case of questions, claims or complaints, please contact our customer service by

- (i) e-mail: [info@Retreeb.com](mailto:info@Retreeb.com); and/or

## 16. Applicable Law and Jurisdiction

16.1. To the extent that the User is a merchant, a legal person under public law or a special asset under public law, Geneva, Switzerland is the exclusive forum for all disputes arising from contractual agreements entered into between the User and Retreeb SA in accordance with these T&C.

16.2. For all disputes arising from or in relation to any such contractual agreement, Swiss law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). This Agreement is subject to Swiss law, without prejudice to the application of mandatory rules of the user's country of residence, when applicable. Geneva courts shall be competent as regards any claim, without prejudice however to any rights you may have.

## 17. Final Provisions

17.1. If a provision of any contract and/or these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

17.2. Every part of this terms and condition is deemed to be legally binding, except for the Introduction which has no value.