

# USURPA

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## NFT TERMS OF SALE FOR BUYERS

## 1. APPLICABILITY OF NFTS TERMS

- 1.1 All NFTs purchased or procured by you as a buyer (Buyer) are subject to these NFTs Terms and the Licence, unless otherwise agreed in writing and by purchasing or pre-purchasing any NFTs you are agreeing to be bound by these NFTs Terms and the Licence.
- 1.2 The use of any NFTs in our Platform is subject to, without limitation our General Terms and any End User Terms as well as our Data and Privacy Policy.
- 1.3 Termination of these NFTs Terms for any reason will not affect any obligations which have arisen prior to termination.

## 2. SALE OF NFTS

- 2.1 We may list NFTs for sale from time to time, and those NFTs may be offered as stand-alone sales or as part of bundles of other digital goods offered through our Platform.
- 2.2 We transact with Buyers solely on a bilateral basis;
- 2.3 No offer of NFTs or any material associated with the offer of a NFTs is, or is intended to be, financial, investment or taxation advice of any kind. NFTs should not be purchased for speculative or investment purposes and the offer of NFTs is not intended to be, and is not, the offer of a financial product or security.
- 2.4 If a Buyer engages in a secondary sale of a NFTs to another purchaser, that transaction may involve third party platforms or blockchain digital wallets which are not associated with us, and may be subject to transaction fees charged by that network. Should any transfer be conducted using a marketplace we provide, then fees and charges may apply to those transactions payable to us at the time of the transaction.

## 3. PRE-CONDITIONS TO SALE

- 3.1 As a pre-condition to sale, each Buyer warrants and acknowledges to us that:
  - (a) The Buyer is sufficiently experienced and educated to make decisions regarding the procurement or purchase of NFTs from us, including sufficient experience in dealing with and storing NFTs using a Digital Wallet;
  - (b) The Buyer has all necessary experience, resources, certificates, licences, permits and approvals to procure or purchase of NFTs applicable in the Buyer's jurisdiction, and that any transactions under these NFTs Terms or in the Buyer's use of the NFT will be legal under the applicable laws of the Buyer's jurisdiction;
  - (c) Buyers purchase NFTs entirely at their own risk and understanding that we have not made any representations or warranties as to the IT security or ongoing availability of such NFTs or the art or other rights associated with a NFTs or that a Buyer's access to use their NFTs will be uninterrupted, timely or secure at all times;
  - (d) Buyers understand and acknowledge that their ownership of NFTs, if withdrawn to a Digital Wallet, remains contingent upon the Buyer remaining in control of the seed phrases and private key(s) associated with that Digital Wallet and that we will not store any information in connection with a Buyer's Digital Wallet beyond that required for the sale and transfer of the NFTs(s);
  - (e) We do not provide and will not provide any fiduciary, advisory, brokerage, exchange or other similar services to a Buyer or any other person;
  - (f) We are not a custodian for the purposes of the Corporations Act, and transfers of any NFTs are for transaction purposes only;

(g) We are not responsible for any Loss caused by a Buyer's failure to act in accordance with any applicable terms and conditions attaching to any NFTs sale;

(h) We do not and cannot guarantee there will be any use for, or any particular price available for any NFT a Buyer purchases;

(i) We do not represent or guarantee any outcomes, or any financial return from any acquisition of a NFTs, save the ability to own the NFTs and enjoy the art or the subject of the Licence or other rights notified to the Buyer on purchase, conditional upon the Buyer's adherence with any terms accompanying those rights;

(j) We do not guarantee that a trade will be satisfactory or that trades will be a fair exchange of value between the parties to that trade. We reserve the right to determine in our sole discretion, with or without notice to Buyers or trading partners, that any proposed or completed transaction regarding NFTs violates these Terms. Non-tradable items cannot be traded under any circumstances; (k) All transactions entered into and conducted under these NFT Terms are deemed to have occurred within the jurisdiction of the Republic of South Africa;

(l) They are solely responsible for any decision to enter into a transaction to acquire an NFTs, including the evaluation of any and all risks related to any such transaction;

(m) They have had the opportunity to obtain independent legal advice in relation to the terms and effect of these NFT Terms;

(n) A significant degree of IT sophistication is required to safely deal in and store NFTs of any kind using a Digital Wallet;

(o) NFTs are not intended for speculative use, are not sold as or represented to be a financial product of any kind and nothing published is in any way financial or investment advice to a Buyer or any other person, and any NFTs offered for sales are not to be construed, interpreted, classified, or treated as:- (1) any kind of currency other than cryptocurrency or Digital Currency; (2) debentures, stocks, or shares issued by us or any other corporation; (3) rights, options, or derivatives in respect of such debentures, stocks or shares; (4) rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; (5) units in a collective or managed investment scheme; (6) units in a business trust; (7) derivatives of units in a business trust; or (8) any other security, class of securities, or form of investment (whether regulated or otherwise); and

(p) NFTs may experience or may have extreme price volatility, including being worthless in the future.

3.2 If a Buyer does not pass the required identity verifications, they may have limited functionality with any NFTs purchased and, in such a situation, will have no refund or recourse against us.

3.3 If a Buyer purchases NFTs using Digital Currencies, the Buyer agrees, represents, and warrants that those Digital Currencies used for the purpose of purchasing, capturing, collecting, exchanging, or trading NFTs now, or in the future, on the Platform are not the direct or indirect proceeds of any criminal or fraudulent activity. Any violation of the foregoing may, in our sole discretion, result in termination of a Buyer's USURPA account and forfeit of any NFTs associated with that account without any refund or recourse by the Buyer;

3.4 Buyers acknowledge that their decision to enter into any trade of NFTs is at their sole discretion and own risk. We only provide the Platform for Users to exchange NFTs, either for fiat currency, Digital Currency, or other NFTs. Any exchange activity, including the transfer of NFTs, or currency, will take place directly between users in a peer to peer transaction.

3.5 Buyers must make payment in full in any nominated currency (including Digital Currency if nominated) as a pre-condition to the purchase of any NFTs, including if a sale is made by way of auction.

- 3.6 In the event that any payment of Purchase Price is reversed or becomes invalid, including via a blockchain attack such as a double spending attack or recall or refund request by a payment processor, the Buyer agrees to immediately pay the Purchase Price in full upon demand. 1.1 Each Buyer warrants that they will not use the Services to engage in or facilitate any “ramping”, “cornering”, “front-running”, “wash trading”, “pump and dump trading”, or any other manipulative, fraudulent or deceptive trading actions, including: (a) executing any transaction on a token which involves no material change in the beneficial ownership; or (b) knowingly entering a transaction for the purchase of a token when another transaction of effectively the same size and price for the token has been, or will be, entered by, or for, the same or different users; or (c) facilitating, assisting or knowingly transacting with any syndicate or joint account created or used for unfairly or deceptively influencing market prices.

## 4. AUCTIONS

- 4.1 If an NFT is sold by Auction, the Platform will:
- (a) Permit pre-registration for an auction;
  - (b) Show the time remaining and highest bid until the end of each Auction;
  - (c) The reserve price will usually be shown for an Auction; (d) Show the highest Valid Bid placed at the time of the Auction ends will be the successful bid for that auction.
  - (e) If an Auction involves the issue of more than one NFTs, then a successful bid may be allocated a NFTs in order of the highest bids; and (f) Rules may be included for Auctions including to extend the duration of the auction if bids are received close to the ending time for the auction.
- 4.2 For the purposes of Auctions, a Valid Bid must meet the following criteria, and if it does not, it may be rejected, including retrospectively, by us in our sole discretion:
- (a) A bid must be a genuine and irrevocable bid to purchase the NFTs offered for sale;
  - (b) A bid must be received by the Platform during the Auction period. If for any reason the bid is not received before the closing of an Auction for any reason, the bid is invalid. A bid will not be valid unless we have issued a confirmation email or other message of the receipt of the bid;
  - (c) The bid must not be a “dummy” bid or a fake bid or be intended to cause the Auction process to behave or function other than as expected, being an Auction process receiving bona fide bids for NFTs;
  - (d) A bid must include a price in the currency denominated for the Auction; and
  - (e) The bidder’s account must be in good order, not liable to suspension or cancellation and, if required, the bidder must have provided KYC information; and
- 4.3 We reserve the right in our sole discretion to reject any Valid Bids in the event the Buyer who placed the bid becomes prohibited from participating in the Auction or we believe, in our sole discretion, the Buyer has breached these terms.
- 4.4 If any time after acceptance of these terms and prior to the delivery of any NFTs the subject of an auction, we discover any attempt to double spend payment, reverse or request a refund of payment made in an Auction, then we are not required to deliver any USURPA NFT to the Buyer.
- 4.5 Each Buyer wishing to participate in an Auction must inform and stay informed of the occurrence of any Auction and the details of any Auction announcements, including any changes or amendments to the details of an Auction. If a Buyer does not keep themselves informed of such changes we shall not be liable for any Claim or Loss concerning that failure.

- 4.6 Buyers hereby waive all rights, claims and/or courses of action (present or future) under law (including any tortious claims) or contract against us in connection with or arising from a Buyer's transfer of any payment an Auction and shall further hold us harmless from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by a Buyer in connection with or arising from such transactions.
- 4.7 All Buyers release us from any Claim for Loss of any kind in connection with any malfunction or failure of an auction mechanism to operate as expected in connection with a sale of NFTs.

## 5. RISK AND TITLE

- 5.1 Risk and title in any NFTs purchased transfers to the Buyer upon purchase of a NFTs and the Buyer is responsible for ensuring any Digital Wallet that a NFTs is transferred to is accurately linked for the withdrawal. If a Buyer withdraws to a mistakenly entered Digital Wallet address or loses the private key and seed phrase associated with that Digital Waller, then the Buyer will likely permanently lose access to the NFTs (and any other NFTs) associated with that Digital Wallet.

## 6. REFUND

- 6.1 Unless required by law or the subject of express special conditions shown at the point of sale, orders placed for NFTs are non-refundable, cannot be cancelled for change of mind, require payment in full of the Purchase Price at the time of purchase and may require that a Buyer connect or provide a Digital Wallet for delivery of the NFTs at the time of sale.
- 6.2 Where the Purchase Price has been paid in a Digital Currency and a Buyer is entitled to a refund for any reason, the Buyer agrees the refund is to be made in the same form of Digital Currency used in the initial transaction, or at our option in US dollars of the South African Rand equivalent to the value of the Digital Currency used in the initial transaction on the date the Purchase Price was paid, whether or not that is a greater or lesser sum at the time the refund is due.
- 6.3 Certain legislation, including if a Buyer is in the Republic of South Africa, South African Consumer Law (consumer protection laws and regulations, may provide Buyers with rights, warranties, guarantees and remedies relating to the purchase of NFTs which cannot be excluded, restricted or modified in these NFT Terms (Statutory Rights) and nothing in these NFT Terms does, or is intended to, exclude any Statutory Rights to which Buyer are entitled.

## 7. INTELLECTUAL PROPERTY AND CONTROL

- 7.1 Unless otherwise stated in an express license linked to in an NFT offered for sale, when a Buyer purchases an NFT:
- (a) Subject to the below, the Buyer owns the NFT completely and has the right to trade, sell or give away the NFT; and
- (b) The Buyer enjoys, unless otherwise nominated by us, a worldwide, exclusive licence to use and display and enjoy the art associated with the NFT in combination with the NFT:  
(1) for personal, non-commercial purposes only; and  
(2) to display the NFT and associated art on an NFT marketplace in connection with the offer for sale of the NFT (Licence)
- (c) The Licence only remains in force for the Buyer while the Buyer controls the NFT and control of the Digital Wallet in which the NFT is located is deemed to constitute such control;

(d) The Buyer does not, by virtue of owning an NFT, obtain any ownership over the copyright in any art associated with the NFT and no copyright transfers from the Creator of the art associated with an NFT upon transfer of the NFT unless otherwise stated in a licence linked to in the NFT; and

(e) The Buyer acknowledges that upon sale of the NFT: (1) The Licence immediately transfers to the new Buyer and any benefits under the Licence in favour of the former Buyer terminate; (2) The former Buyer may not utilise any of the art associated with the NFTs in any way from the time of sale onwards; and (3)

A royalty payment may be programmatically deducted from any secondary sale transaction and remitted automatically to a nominated Creator of the NFTs.

7.2 USURPA will have no unilateral ability to intervene in, freeze, seize, redeem or otherwise modify the ownership of any NFT unless otherwise stated at the time of sale.

7.3 USURPA warrants that we hold the right or licence to sell the NFTs which are offered for sale. While we will take steps to remove NFTs for sale where we are notified of intellectual property infringement, we accept no liability for any Claim or Loss in connection with an NFT being sold which contains infringing material or which is unauthorised.

## 8. PAYMENT TERMS

8.1 All fees for the sale of NFTs will be disclosed to a Buyer before they are charged. Transaction fees and additional fees may also apply depending on the method of payment used.

8.2 Our fees will appear on an invoice that we provide via the Platform unless otherwise indicated.

8.3 All fees are exclusive of applicable federal, state, local or other taxes (Taxes). Buyers are responsible for all applicable Taxes, and we may charge Taxes in addition to the applicable fees when we are required to do so. If a Buyer is exempt from Taxes, they must provide us with a valid tax exemption certificate and we reserve the right to determine whether the certificate is valid. Tax exemption will only apply from and after the date we receive such certificate.

8.4 If a Buyer contacts their bank or credit card company or any payment provider to seek to decline, charge back or otherwise reverse the charge of any Purchase Price payable for a NFTs (Chargeback): (a) we may automatically terminate any and all account access for that Buyer; and

(b) the Buyer must return any NFTs the subject of the disputed payment to us; and

(c) the Buyer must indemnify us for any loss in value of the NFTs from the time of sale to the time of return.

8.5 Any questions about payments can be sent to our customer care team. Each Buyer agrees to contact us concerning any disputes before filing a Chargeback. We reserve the right to dispute any Chargeback with a payment provider, bank or other financial institution.

8.6 Payments may be processed by Payment Processors in accordance with their terms of service and privacy policy. By making a payment through the Payment Processor, the Buyer acknowledges that we do not control and are not liable for the security or performance of the Payment Processor. 8.7 Third-party services purchased through the sale of NFTs are subject to the terms and conditions of such third-party service providers, which may have their own refund policies different from ours. The purchase terms and conditions for such third-party services will be displayed during the purchase process, such as through a link to the purchase terms and conditions. The Buyers agree to verify their ability to purchase, cancel or obtain a refund for a third-party services and, we will not refund purchases of third-party services.

## 9. VOLATILITY OF DIGITAL CURRENCIES

- 9.1 Buyers acknowledge and agree that Digital Currencies may experience extreme price volatility, including being worthless in the future, and Buyers are solely responsible for all risks related to such price fluctuations in an NFT they purchase.

## 10. TAXATION

Buyers are solely responsible for any taxation which arises as a result in dealing in NFTs, including capital gains or income tax. No Buyer shall have a Claim for any Loss against us in respect of any taxation amounts how so ever arising.

## 11. DEFINITIONS

In these NFT Terms, Affiliate means a third party with whom we have entered into an agreement to assist our provision of the Website, and to or from which you hereby instruct us to obtain or send data, including payment instructions; Claim means a claim, notice, demand, action, proceeding, litigation, investigation, however arising whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to these Art Collection Terms and where and to the extent the context permits, includes all associated Loss; Digital Currency and Digital Currencies means a cryptographically secured virtual currency or virtual asset which we identify as an acceptable means of payment or transacting with us; Loss includes any loss, damage, cost, charge, liability or expense (including legal costs and expenses); Personnel means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party; Platform means the USURPA web platform