

Terms and Conditions

Version 1.1.0

I. General provisions

1. NeftyBlocks is a marketplace for digital collectibles, where you can buy, sell and trade items (such as NFTs – non-fungible tokens) from and with other users and store them in your collection. NeftyBlocks acts as a platform and facilitator of transactions between its users. We are not part of any purchase, sale, trade or any other agreement between the users of NeftyBlocks or the agreements between the users of NeftyBlocks and third parties. Therefore, we cannot be held liable by you for the actions of (other) users or third parties.
2. The NeftyBlocks website and platform (www.neftyblocks.com) ("**NeftyBlocks**" or "**website**") is operated by us; NeftyBlocks. You can reach out to us via e-mail: info@neftyblocks.com.
3. These terms exclusively govern your access to and use of NeftyBlocks; including the creation, purchase, storage, sale, exchange, trade, or modification of certain digital assets; our online and/or mobile services, and software provided by us on or in connection with those services. However, all transactions initiated through NeftyBlocks are facilitated and run by third parties, such as wallet and payment providers. By using NeftyBlocks, you agree that you are governed by any terms, and disclaimers of such third parties. These agreements, terms and other documents can be found on the website of the relevant third party.
4. Any general terms and conditions utilized by you expressly do not apply.
5. These terms can be read and downloaded in pdf format on www.neftyblocks.com/terms. Please read these terms entirely and carefully.
6. By the use of NeftyBlocks, our website, platform, applications and any other services provided by us, you agree to be bound by these terms. If you do not

agree to the agreements and rules as set out or referred to in this document, you may not access or use NeftyBlocks.

II. Use of NeftyBlocks

1. We require all users to be 18 years old or older. If you are under 18, you need to review these terms with a parent or guardian and you may use a parent or guardian's NeftyBlocks account, but only with the involvement of the account holder. However, the account holder is responsible for everything done with that account, including financial charges and legal liability.
2. You need an active and acceptable wallet to log into and to use NeftyBlocks. Other services may be added later. You may also need to sign up for a NeftyBlocks account. Signing and setting up an account and using your wallet are your own responsibility. You agree to provide accurate, current and complete information about yourself, maintain and promptly update from time to time as necessary your information and contact details, use a secure and secret password and 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 on NeftyBlocks.
3. You are solely responsible for your use of NeftyBlocks, including compliance with applicable laws, rules, and regulations. We take no responsibility for the user generated or provided information or content posted or listed via our website, platform or applications.
4. By signing up for NeftyBlocks and creating an account, you consent to receive electronic communications from us. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you.

You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

5. Notwithstanding anything to the contrary in these terms, there could be software components provided by NeftyBlocks or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components. You are required to comply with such terms.
6. You may not use any data mining, robots or similar data gathering or extraction methods, download (other than page caching) any portion of NeftyBlocks, except as expressly permitted by us or use NeftyBlocks other than for their intended purposes.
7. You may use a hyperlink to NeftyBlocks, but may not portray NeftyBlocks or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable.
8. You may not use a logo or other proprietary graphic of NeftyBlocks to link to us or the content on our website and platform without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any of our trademarks, logos or other proprietary information, including the content found on NeftyBlocks, without our prior written permission.
9. NeftyBlocks will block multiple accounts of the same user. Once blocked or disabled, you may not create a new account or use someone else's account without our prior written permission.

10. You may not use NeftyBlocks for illegal activities, or activities that infringe upon the rights of others or that are damaging to NeftyBlocks, its platform or website. You agree to refrain from such use and to for example refrain from providing false or misleading information, reverse engineering any aspects of NeftyBlocks, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to NeftyBlocks, use or hack accounts of others, enter or hack parts of our website and database for which you do not have our written approval to access, extracting and/or selling data from NeftyBlocks, its licensees, affiliates and our users to others, use any robot, spider, crawler, scraper, script, browser extension, refrain from spamming others, offline reader or other automated means or interface not authorized by us, actions or behavior that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our services, or that could damage, disable, overburden or impair the functioning of NeftyBlocks. NeftyBlocks may stop any of such use, with any means, without warning and in its sole discretion.
11. Notwithstanding anything contained in these terms, we reserve the right, without notice and in our sole discretion, to terminate or limit your right to access or use NeftyBlocks at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event.
12. If we decide to terminate your account, you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

13. We work together with others, for example in regard of the wallets. If the third-party service provider changes its terms, rules, services or prices, or acts in a way that endangers or ends our good cooperation, that may affect our services to you. You agree not to hold this against us.
14. We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, NeftyBlocks (or any features or parts thereof) or suspend or discontinue our services at any time and without liability therefore.
15. If you terminate, close or cancel your account, it will be gone. We will (then) not continue to provide you with our services, but you will still be expected to obey our rules and regulations as set out in these terms and on our website. We have no obligation to provide you with a refund for any fees in your account is terminated, closed or canceled.

III. Offers

1. Specifics of a sale, trade or purchase are indicated on the page where such a transaction is listed or offered.
2. Crypto assets are intangible. They exist only by virtue of the ownership record vested in a blockchain. We cannot affect the transfer of title or right in any crypto asset, as such actions take place via a decentralized ledger which we do not (fully) control.
3. Assets, listings, smart contracts, and collections that NeftyBlocks deems inappropriate, disruptive, or illegal are prohibited on NeftyBlocks. NeftyBlocks reserves the rights to determine the appropriateness of listings on its site and remove any listing at any time and at its sole discretion, without consulting you. If

you create or offer such items in violation of these terms, we will take corrective actions, as appropriate, including but not limited to removing the asset, listing, smart contract, or collection, deleting your NeftyBlocks account, and permanently withholding referral payments and developer revenue sharing fees. NeftyBlocks cannot destroy or impound your assets or smart contracts, but we reserve the right to destroy inappropriate metadata stored on our servers.

4. We may remove infringing content.
5. We may add transaction costs to offers listed on and transferred, sold, traded, etc. via NeftyBlocks.

IV. Security

1. You need to take care of your access to NeftyBlocks and use secure equipment and software.
2. You will not hold us responsible for any breach of security, unless it's due to our gross negligence.

V. Intellectual Property

1. 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 any User Information that you submit, post or display on or through the Services. You agree that such User Information will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant NeftyBlocks the license described above. By submitting, posting or displaying content on or through NeftyBlocks, you grant us a worldwide,

non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any text, content, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data or other content that you submit or post on or through NeftyBlocks or through tools or applications we provide for posting or sharing such content for our lawful business purposes, including to provide, promote, and improve NeftyBlocks and related ventures.

2. You may not use any metatags or other "hidden text" utilizing "NeftyBlocks" or any other name, trademark or product or service name of NeftyBlocks or our affiliates without our prior written permission.
3. All the licenses granted us shall terminate upon any expiration or termination of these terms and we will have no obligation to provide you with access to any product or service in regard of NeftyBlocks after the termination of these terms.

VI. Notice and takedown

1. If you have reason to believe that an item listed on NeftyBlocks was illegally obtained or infringes upon the rights of others, please contact us immediately at info@neftyblocks.com or report / flag the item on the page where it is offered or listed. Please include the item's ID, contract address, and evidence demonstrating that the asset is illegal. NeftyBlocks will review your claim and reply as soon as possible.
2. NeftyBlocks reserves the right to remove content without prior notice.

NeftyBlocks will take down works in response to formal infringement claims and will terminate a user's access to the Services if the user is determined to be a repeat infringer.
3. If you believe that your content has been copied in a way that constitutes copyright infringement, please report this by contacting us at info@neftyblocks.com. If it is necessary to present physical documents, we will

provide you an address where you can send them. Formal infringement claims must include:

- A written communication delivered to us;
- A physical or electronic signature of someone authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work(s) allegedly infringed;
- Identification of material claimed to be infringing, reasonably sufficient to permit us or an affiliate or contractor to locate the material;
- Information reasonably sufficient to permit us or an affiliate or contractor to contact the complaining party. This can be an address, phone number, email address, or other suitable method of contact;
- A statement that the “complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law”, and
- A statement that the information in the notice is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.

VII. Liability

1. The risk of loss, theft, misappropriation or damages of items, information, software, codes or data files that are created for, delivered to or used by you in the context of the performance of these terms pass to you at the moment these are placed under your actual control.

2. You are solely responsible and if applicable, liable, for the verification of the identity, legitimacy, and authenticity of assets you mint, upload, drop, display, purchase, sell or trade on NeftyBlocks.
3. We are not liable for any of your device, mobile or Internet fees in connection with the use of NeftyBlocks.
4. In some cases, a hyperlink will lead you to a third-party website or service. We do not control such websites or services and are not liable for the use of them.
5. We are not (to be held) liable for any type of loss, damages or claims, including currency fluctuations due to user errors, downloads, server failure, data loss, corrupted files, hacks and attacks to NeftyBlocks, the usage of your wallet or your unauthorized and/or prohibited activities or for example purchasing user generated content, that is or turns out to be counterfeit, mislabeled, vulnerable to metadata decay, is buffed, or any assets and items that may become untransferable.
6. Our liability is limited to the furthest extent possible by law. We are not liable to you or a related party for any damages, losses, costs, etc., except in case of our court proven intent, fraud or gross negligence. We are not responsible or liable for the crypto assets used or issues with blockchains or other ledgers, including strong devaluations. Crypto currencies are extremely volatile, you could lose a lot of money by using them. In any case, our total liability for actions or omissions that cause attributable damage will always be capped to the amount that is paid out in the specific case under our insurance. If we cannot lay claim to our

insurance for the damage resulting from the liability, the liability will always be limited to a maximum of € 1,000.

7. A claim will in any event be extinguished if we haven't been notified in writing of this potential claim within one year after the event or circumstance possibly giving rise to liability was discovered.
8. Nothing in our terms excludes or limits liability of either party for fraud, death or bodily injury caused by gross negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.
9. You need to pay your own taxes. We're not liable for that.

VIII. **Guarantees**

1. You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these terms of use and to abide by and comply with these terms. You further represent that you are responsible for ensuring compliance with the laws of your jurisdiction.
2. 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 any content and information that you submit, post or display on or through NeftyBlocks. You agree that such information and content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant NeftyBlocks a license as described above under Intellectual Property.

3. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless NeftyBlocks, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns, from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, 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, including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to your use or misuse of the NeftyBlocks, violation of these terms or your violation of the rights of a third party, including another user or the wallet services necessary to use NeftyBlocks. You agree to promptly notify NeftyBlocks of any third party claims and cooperate with us in defending such claims. You further agree that we shall have control of the defense or settlement of any third party claims.
4. We do not give any warranties in regard to our services, the content and items on NeftyBlocks, availability of our website, platform or application or uninterrupted or error-free use thereof.

IX. Force majeure

1. In addition to any circumstance that is out of our control and which prevents us to deliver our services to you, like access to your account and items listed on NeftyBlocks, we cannot be held liable in case of force majeure, such as acts of terrorism or God, unruly nature phenomenon's, strikes, power outs, war, floods, fires, etc.

X. Transfer of rights and obligations

1. You may not transfer or assign your rights and obligations under these terms and the rights and obligations therefrom to a third party.
2. We are allowed to transfer and assign our rights and obligations to third parties, without any additional prior permission. For as far as necessary, you hereby grant us such permission.

XI. Miscellaneous

1. Any waiver under these terms must be given by notice to that effect.
2. The terms and our engagement do not mean a partnership between us and you or any third party. It also does not constitute a joint venture or an employment relationship. You agree that we have no special relationship with or beneficiary duty to you.
3. In the event that one of more provisions of these terms shall be declared to be illegal or unenforceable under any law, rule or regulation of any government having jurisdiction over us and you, such illegality or unenforceability shall not affect the validity and enforceability or the other provisions hereof, and we shall agree upon the modification of these terms with respect to such illegal or

unenforceable provisions to eliminate such invalidity or unenforceability or (early) terminate these terms.

4. Except as otherwise provided herein, these terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.
5. NeftyBlocks reserves the right to change or modify these terms at any time and in our sole discretion. If we make changes to these terms, we will provide a notification of such changes, for example by sending an e-mail notification or mentioning the changes on our website. By continuing to access or use of NeftyBlocks, you confirm your acceptance of the revised terms and all of the terms incorporated therein by reference. We encourage you to review the terms frequently to ensure that you understand the terms and conditions that apply when you access or use NeftyBlocks. If you do not agree to the revised terms, you may not access or use NeftyBlocks.

XII. Applicable law and disputes

1. These terms of use and any other agreements further thereto shall be exclusively governed by and construed in accordance with the laws of the Republic of Guatemala.
2. All disputes arising in connection with these terms or our services, or further agreements resulting therefrom, may solely be brought for the courts of the Republic of Guatemala.
3. Before going to court, please try to solve a problem together. This way we can possibly avoid unnecessary costs and damages.

XIII. **Rewards Program**

1. The NeftyBlocks rewards program, sponsored by Unicos e Impares S.A. is designed to reward you for doing the things you already do: buy and sell on neftyblocks.com. These Rewards Terms and Conditions are a binding agreement between you and the Unicos e Impares S.A. and will govern your participation in any and all Program offers.
2. Unicos e Impares S.A. reserves the right to modify these Rewards Terms and Conditions at any time, without notice to you, so it is important to check the Rewards Terms and Conditions periodically. Participation in the Program and/or redemption of Rewards is considered acceptance of these Terms and Conditions and any modified terms included therein. Upon notice, Unicos e Impares S.A. may, in its sole and absolute discretion, cancel, change, suspend or modify any aspect of the rewards program at any time.
3. To enroll in this program, you simply need to buy or sell NFTs on neftyblocks.com.
4. NeftyBlocks rewards may be taxable in your jurisdiction. You are solely responsible for reporting such items on your tax returns and paying any associated tax liability. Members may not assign or transfer their rights to any Rewards.
5. By accepting your Rewards, you agree to indemnify, defend and hold Unicos e Impares S.A. and its representatives and agents harmless from and against any and all third party claims, demands, liabilities, costs, or expenses, including

attorney's fees and costs, arising from, or related to any breach by yourself of any of these rewards Terms and Conditions or any violation of applicable law.