

## Kryptomon Marketplace Terms and Conditions

We are The Kmon Company Ltd, a company registered in Saint Vincent, with its registered office at Suite 305, Griffith Corporate Center, Kingstown, St. Vincent and the Grenadines (the "**Company**"). We operate an online marketplace called "Kryptomon Marketplace", made available at [marketplace.kryptomon.co](https://marketplace.kryptomon.co), which allows users to buy and sell Kryptomon products (the "**Marketplace**").

By using your Wallet to access the Marketplace, these Terms and Conditions ("**Terms**") will apply to you and you agree to these Terms. You should read them carefully before accessing the Marketplace.

### 1. UNDERSTANDING THESE TERMS

1.1 These Terms are divided into three parts:

1.1.1 **Part 1: Definitions and Rules of Interpretation.** These contain certain words and phrases that are used throughout these Terms and which have specific meanings (these are known as defined terms). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used anywhere in these Terms, it has the meaning given to it in Part 1. As well as defined terms, Part 1 also contains some further rules of interpretation to help with understanding these Terms.

1.1.2 **Part 2: General Terms and Conditions.** These set out the Terms applicable to your use of the Marketplace and describe how you may buy and sell Products on the Marketplace if you register an Account.

1.1.3 **Part 3: Model Sales Contract.** This section sets out the default terms which will apply to sales of Products on the Marketplace.

1.2 The Marketplace is only available to Consumers, and accordingly by using the Marketplace, registering an Account and/or entering into a Sales Contract you represent and warrant to us that you are doing so as a Consumer.

1.2 Please note that we only use your personal information in accordance with our privacy policy ([kryptomon.co/privacy](https://kryptomon.co/privacy)).

1.3 Should you wish to use any Product within the Game, your use of the Game will be subject to the terms of the End User Licence Agreement for the Game ([kryptomon.co/eula](https://kryptomon.co/eula)).

## PART 1: DEFINITIONS AND RULES OF INTERPRETATION

### 2. DEFINITIONS

#### 2.1 In these Terms:

"**Auction**" means an auction for a Product operated on the Marketplace;

"**Balance**" means the Price less the Marketplace Fee;

"**Buyer**" means any person who uses the Marketplace to purchase Products;

"**Company Sales Contract**" means the separate contract which is concluded between a Buyer and the Company for the sale and purchase of a Product (including following an Auction). The Model Sales Contract applies to all Product sales made by the Company on the Marketplace;

"**Consumable Product**" means a product available for sale on the Marketplace which is not provided as an NFT, such as a package of items containing virtual food and other material that can be used to upgrade a Kryptomon;

"**Consumer**" means a person acting for purposes that are wholly or mainly outside of their trade, business, craft or profession;

"**Content**" means any audio-visual or other content uploaded, supplied and/or provided by a Registered User on the Marketplace;

"**Game**" means the 'Kryptomon' video game in which the Products can be used, and which is available kryptomon.co and all subdomains;

"**Gas Fee**" means the fee payable to the operator of the blockchain system utilised by the Marketplace, as stipulated by such operator from time to time and stated to the Buyer when concluding a Sales Contract;

"**Intellectual Property Rights**" means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trade marks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world and related goodwill;

"**KMON**" means the official 'KMON' virtual currency required to enter into Sales Contracts on the Marketplace, and/or such other currencies as we elect to accept on the Marketplace from time to time;

"**Listing**" means a listing of a Product for sale (including by way of an Auction) on the Marketplace, which provides details of that Product (and, in the case of an Auction, the terms of the Auction, such as its start time and duration);

"**Marketplace Fee**" means the percentage of the total Price of a Product (inclusive of VAT) that the Buyer will pay to the Company in consideration for the Company facilitating a User Sales

Contract, as set out on the Marketplace and as further detailed in the clause 8.5;

"**Model Sales Contract**" means the contract set out in Part 3 of these Terms;

"**NFT**" mean a non-fungible token (or "**NFT**") that is made available for purchase on the Marketplace (including by way of an Auction) and which includes Product Material;

"**Order**" has the meaning given in clause 7.1;

"**Other Marketplace**" means a marketplace operated by a third party that facilitates the trading of Products and which must comply with clause 5.7;

"**Party**" means each of you and us;

"**Payment System**" means such payment system(s) as is made available on the Marketplace from time to time;

"**Price**" means the price for a Product, which shall be a fixed price or, in the case of a sale of a Product by way of an Auction, the amount of the highest bid at the close of the Auction, and which in each case shall be inclusive of VAT;

"**Product**" means either an NFT or a Consumable Product;

"**Product Material**" means the item that is the subject matter of the NFT, being (for example) a Kryptomon or Kryptomon Egg;

"**Protected Data**" means Personal Data received by the Seller from us for the purposes of fulfilling Sales Contracts and and/or Personal Data otherwise processed by the Seller in connection with these Terms;

"**Registered User**" means a person who has used their Wallet to access the Marketplace;

"**Sales Contract**" means a Company Sales Contract or a User Sales Contract;

"**Security Incident**" has the meaning given in clause 6.10;

"**Seller**" means any person, other than the Company, offering a Product for sale on the Marketplace;

"**User Sales Contract**" means the separate contract which is concluded between a Buyer and a Seller for the sale and purchase of a Product (including via an Auction). The Model Sales Contract applies to all Product sales made by a Seller on the Marketplace;

"**VAT**" means value added tax or similar sales taxes; and

"**Wallet**" means any digital wallet in which your KMON are stored.

### 3. RULES OF INTERPRETATION

#### 3.1 In these Terms:

1.2.1 when we refer to "**we**", "**us**" or "**our**", we mean the Company and when we refer to "**you**" or "**your**" we mean you, the user (including any Registered User) of the Marketplace;

- 1.2.2 use of the singular includes the plural and vice versa;
- 1.2.3 any references to a "**person**" or "**entity**" shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.4 any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**legislation**") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 1.2.5 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.6 in writing includes by email unless otherwise indicated.

## PART 2: GENERAL TERMS AND CONDITIONS

### 4. YOUR ACCOUNT

- 4.1 In order to sell and buy Products through the Marketplace, and use Consumable Products on the Marketplace, you will need to link your Wallet to the Marketplace (and in doing so will become a Registered User).
- 4.2 You must be aged 18 or over to become a Registered User and carry out transactions on the Marketplace.
- 4.3 We have the right to block Wallets from the Marketplace, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 4.4 If you know or suspect that anyone other than you knows your Wallet details, you must immediately notify us at [privacy@kryptomon.co].
- 4.5 You are responsible for any unauthorised use of your Wallet.

### 5. USING THE MARKETPLACE AND PRODUCTS

#### Prohibited use of the Marketplace

- 5.1 You will not (including if you are a Registered User):
  - 5.1.1 use the Marketplace in any unlawful manner, for any unlawful purpose or in any manner inconsistent with these Terms;
  - 5.1.2 infringe our Intellectual Property Rights or those of any third party in relation to your use of the Marketplace (to the extent that such use is not licensed under these Terms);
  - 5.1.3 provide any false or misleading information in your use of the Marketplace;
  - 5.1.4 post any Content on the Marketplace that is false, misleading, defamatory, offensive or otherwise objectionable;
  - 5.1.5 use the Marketplace by automated means or otherwise for the purposes of scraping, extracting or otherwise obtaining any material from the Marketplace for use within a third party website or application;
  - 5.1.6 collect or harvest any information or data from our systems or attempt to decipher any transmission to or from the servers running the Marketplace;
  - 5.1.7 use the contact information of other users for any purpose other than in relation to a transaction on the Marketplace;
  - 5.1.8 use any abusive, threatening or intimidating language, against any Company staff, personnel, or sub-contractors, or against other Registered Users ("**Abusive Behaviour**"). Abusive Behaviour will not be tolerated and will result in immediate suspension of the Registered User's Wallet from accessing the Marketplace, and if appropriate, we may contact law enforcement agencies;

- 5.1.9 by any act or omission bring the Marketplace and/or the Company and/or any of our affiliates into disrepute;
  - 5.1.10 copy, or otherwise reproduce or re-sell any part of the Marketplace unless expressly permitted to do so in these Terms;
  - 5.1.11 access, query or search the Marketplace with any automated system, other than through our published interfaces;
  - 5.1.12 circumvent any technical measures we use to provide and/or secure the Marketplace; and/or
  - 5.1.13 create multiple accounts to evade punishment or avoid restrictions.
- 5.2 If you are a Registered User, you agree:
- 5.2.1 to comply with these Terms at all times; and
  - 5.2.2 to comply in full with all Sales Contracts that you enter into from time to time.
- 5.3 If you become aware of any Listing and/or Content that breaches these Terms, please contact us at [privacy@kryptomon.co] providing details of: (a) the date on which it was posted and where it can be found on the Marketplace; (b) the username of the person who posted it; (c) reasons why the Listing and/or Content should be deleted; and (d) copies of any communication with the person who posted it (if any).

#### **Prohibited use of Products and Product Material**

- 5.4 You agree not to (and you shall not authorise or permit any third party to):
- 5.4.1 use any Product and/or Product Material, including any of the Intellectual Property Rights contained within any Product Material, for any commercial purpose (including to advertise or promote your own and/or any third party's products and/or services) save only for the authorised sale of such Product/Product Material on the Marketplace or an Other Marketplace in accordance with these Terms;
  - 5.4.2 modify any Product and/or any Product Material in any way (including, for example, by creating any derivative works of the Product Material); and/or
  - 5.4.3 use the Product and/or any Product Material in any way that constitutes, promotes and/or condones violent, criminal, discriminatory, abusive or otherwise offensive acts and/or behaviour, infringes third party rights (including Intellectual property Rights).

#### **Using Consumable Products**

- 5.5 As well as facilitating the trading of Products, the Marketplace enables you to use Consumable Products linked to your Wallet to enhance the Product Material that is the subject of your NFTs, as further described on the Marketplace.
- 5.6 Using a Consumable Product may alter the nature, character and/or utility of the Product

Material that is the subject of the applicable NFT.

## **Other Marketplaces**

- 5.7 You may purchase and sell Products from Other Marketplaces provided that:
  - 5.7.1 in doing so you comply with clause 6.14.1;
  - 5.7.2 such Other Marketplace is operated in accordance with applicable law; and
  - 5.7.3 such Other Marketplace cryptographically verifies that those selling Products on such Other Marketplace have the right to do so.

## **6. SELLING PRODUCTS**

**This clause 6 applies to Sellers only.**

- 6.1 A Seller can list Products on the Marketplace for free.
- 6.2 When posting a Listing you agree:
  - 6.2.1 that you will only list a Product which you own and have all legal rights to;
  - 6.2.2 that you are responsible for accurately describing the Product;
  - 6.2.3 to ensure that the Price for the Product is clearly and prominently stated or, in the case of an Auction, that the details of the Auction are prominently stated;
  - 6.2.4 that you shall not interfere with any other Registered User's Listing;
  - 6.2.5 not to take any action with the intention of circumventing or manipulating the Marketplace Fee which is due to us; and
  - 6.2.6 a Listing is an offer to enter into a User Sales Contract with a Buyer, and will be fulfilled automatically on the payment by the Buyer of the Price.
- 6.3 If a Buyer enters into a User Sales Contract with you, you will be obliged to fulfil that User Sales Contract and deliver the Product to the Buyer.
- 6.4 You can remove a Listing for a Product at any time prior to entering into a User Sales Contract for that Product.
- 6.5 We may restrict or suspend a Listing from the Marketplace if we believe it contravenes these Terms. For the avoidance of doubt, we do not review any Listing prior to it being uploaded and are not obliged to once it is live on the Marketplace, but we reserve the right to take down and/or restrict access to any Listing that we believe contravenes these Terms.

## **Seller Acknowledgments**

- 6.6 Each Seller acknowledges and agrees that:
  - 6.6.1 in offering a Product for sale on the Marketplace, you must do so on the terms set out in the Model Sales Contract, and may only deviate from such terms with our prior written consent (on a case-by-case basis in our sole discretion). In particular,

you must not grant or purport to grant (whether in connection with a sale of a Product on the Marketplace or otherwise (including on any Other Marketplace)) any rights in respect of the applicable Product and/or any Product Material incorporated in such Product beyond those set out in clauses 11.3.1 and 11.3.2; and

6.6.2 you are solely responsible and liable for determining what taxes (if any) apply to any transactions that you enter into on the Marketplace (including any User Sales Contract), and the Company shall have no liability in respect of the same.

## 7. **BUYING PRODUCTS AND FORMING A CONTRACT**

7.1 The Marketplace allows Registered Users to buy Products that have been listed for sale on the Marketplace. When placing an order to buy a Product through the Marketplace (an "Order", which can also be placed by submitting a bid in an Auction) you agree that:

7.1.1 you are responsible for reading the full description of the Product and any further information detailed in a Listing prior to placing an Order;

7.1.2 by placing an Order you are accepting an offer to enter into a contract with us (in respect of a Company Sales Contract) or the Seller (in respect of a User Sales Contract), as applicable; and

7.1.3 you will pay for the Product when your Order is placed (or, in respect of an Auction, if your bid is the highest bid at the end of the applicable Auction) via the Payment System which is made available on the Marketplace.

7.2 Your Order and the Sales Contract will become legally binding on you and the Seller (in the case of a User Sales Contract) or us (in the case of a Company Sales Contract) immediately when you submit your Order.

### **User Sales Contracts**

7.3 In respect of User Sales Contracts, we provide the Marketplace only and are not a Seller. We do not have possession or ownership of any Products listed by Sellers on the Marketplace. We give no commitments in relation to:

7.3.1 the existence, quantity, safety, quality or description of any Products listed on the Marketplace by Sellers;

7.3.2 the ability of Buyers to pay for any Products purchased on the Marketplace;

7.3.3 the ability of Sellers to sell any Products on the Marketplace; or

7.3.4 a Buyer or Seller actually completing a transaction on the Marketplace.

7.4 We provide services which enable Registered Users to offer, sell and buy Products. We are not a party to any User Sales Contract and shall have no liability under any User Sales Contract. The User Sales Contract is between a Buyer and a Seller.

7.5 Please note that the Model Sales Contract will apply to all sales between Buyers and Sellers on the Marketplace.

## **Buyer Acknowledgments**

- 7.6 Each Buyer acknowledges and agrees that:
- 7.6.1 the price and value of Products, as with any blockchain asset, is subjective and volatile, meaning that it is possible that you will lose money if you are intending to trade the Products that you purchase;
  - 7.6.2 you are solely responsible and liable for determining what taxes (if any) apply to any transactions that you enter into on the Marketplace (including any Sales Contract), and the Company shall have no liability in respect of the same; and
  - 7.6.3 there are various factors outside of the control of the Company, such as the regulatory regime governing cryptocurrencies, tokens (including NFTs) and blockchain technology, as well as Internet connection failures, hardware and/or software malfunctions and other technical issues, that may affect the utility and value of the Products that you purchase, and the Company shall have no liability in respect of any loss that you suffer due to an event outside of the Company's control.

## **8. PRICE, PAYMENT, FEES AND TAXES**

- 8.1 The Price for each Product will be set out in the Listing for that Product, save that in respect of Auctions the Price will be the highest bid at the end of the applicable Auction.
- 8.2 When you place your Order, you will be required to pay the Price and the Gas Fee. Payments can be made using the Payment Service only.
- 8.3 All payments due under a Sales Contract must be made using the Marketplace. If you have entered into a User Sales Contract, you agree not to make direct arrangements with the Buyer or the Seller for payment to be made outside of the Marketplace.
- 8.4 If you are buying Products and your payment is not authorised, the Sales Contract will not be fulfilled.

### **Clauses 8.5 to 8.9 apply to Sellers only.**

- 8.5 In consideration of the Company facilitating the sale of your Product on the Marketplace, you shall pay the Marketplace Fee to us in accordance with clauses 8.6 to 8.9 (inclusive) below.
- 8.6 On the formation of a User Sales Contract:
- 8.6.1 the Marketplace Fee shall be immediately due and payable to the Company;
  - 8.6.2 the Balance shall become immediately due and payable to the Seller; and
  - 8.6.3 the Gas Fee shall become immediately due and payable to the applicable blockchain operator.
- 8.7 We have the right to make changes to the Marketplace Fee from time to time, although we shall provide you with at least thirty (30) days' notice of such a change. Any such change shall not apply to any User Sales Contract entered into during the thirty (30) day notice period.

8.8 You are responsible for compliance with all applicable tax and regulatory obligations (including any VAT, applicable customs charges, import taxes, duties or similar charges applicable to shipment of Products) pursuant to a User Sales Contract and we recommend that you take independent legal and tax advice in this respect. The VAT included in our invoice only relates to the Marketplace Fee.

**9. DELIVERY**

9.1 Any Product purchased through the Marketplace shall be: (a) in the case of NFTs, transferred to the Wallet of the Buyer automatically on formation of the applicable Sales Contract; and (b) in respect of Consumable Products stored by the Company (and held on behalf of the applicable Registered User) until such time as the Registered User requests to use such Consumable Product.

9.2 The Seller (in respect of a User Sales Contract) or the Company (in respect of a Company Sales Contract) will bear the risk of any loss of or damage to a Product up until the point at which the Product is delivered to the Buyer.

**10. SUSPENSION AND TERMINATION**

**Termination by you**

You may cancel your agreement to these Terms by removing your Wallet from the Marketplace.

**Suspension and Termination by us**

10.1 If you breach any of these Terms, we may immediately do any or all of the following (without limitation):

- 1.2.7 issue a warning to you;
- 1.2.8 temporarily or permanently remove any Content uploaded by you to the Marketplace;
- 1.2.9 temporarily or permanently withdraw your right to use the Marketplace;
- 1.2.10 suspend or terminate your access to any Consumable Product(s) that you have purchased;
- 1.2.11 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
- 1.2.12 take further legal action against you; and/or
- 1.2.13 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

**Consequences of termination**

10.2 if we block access to your Wallet from the Marketplace for any reason:

- 1.2.14 if you are a Seller you shall immediately pay all outstanding unpaid Marketplace

Fees and other charges and fees due under these Terms;

1.2.15 your access to the Marketplace will be revoked; and

1.2.16 the licence granted in clause 11.1 will cease.

10.3 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 11. INTELLECTUAL PROPERTY RIGHTS

### Our IPR

11.1 We grant to you a non-transferable, non-exclusive, revocable licence to use the Marketplace provided that you comply with these Terms and the documents referred to in it. We reserve all other rights.

11.2 Save for your Content (referred to in clause 11.4), we are the owner or licensee of all Intellectual Property Rights in the Marketplace (including all Products sold by us) and its content and the Kryptomon name and mark. These works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

11.3 If you purchase or otherwise acquire an NFT:

11.3.1 ownership, title and risk in the NFT shall (save for the Product Material, for which see clause 11.3.2) transfer to you; and

11.3.2 we grant you a non-exclusive, limited, worldwide, revocable, royalty-free, non-sublicensable licence to use the Product Material for your own private and non-commercial use and/or in order to sell such NFT on the Marketplace and/or an Other Marketplace. The licence set out in this clause 11.3.2 shall only be transferable to a Buyer (or a bona fide purchaser on an Other Marketplace) when you sell the NFT to such Buyer (or a bona fide purchaser on an Other Marketplace) in accordance with these Terms.

11.4 If you purchase or otherwise require a Consumable Product, we grant you a non-exclusive, limited, worldwide, revocable, royalty-free, non-sublicensable licence to use such Consumable Product for your own private and non-commercial use and/or in order to sell such Product on the Marketplace and/or an Other Marketplace. The licence set out in this clause 11.3.2 shall only be transferable to a Buyer (or a bona fide purchaser on an Other Marketplace) when you sell the Consumable Product to such Buyer (or a bona fide purchaser on an Other Marketplace) in accordance with these Terms.

### Your Content

11.5 You will retain ownership of your Content, subject to any pre-existing rights that third parties may have in such Content. If your Content contains material and/or content owned or generated by a third party, you shall ensure that you have permission from that third party to use such material and/or before posting your Content on the Marketplace.

11.6 You hereby grant us, to the greatest extent permissible by applicable law, a perpetual, irrevocable, sub-licensable, worldwide, royalty-free transferable licence to use your Content for the purposes of operating the Marketplace (and in particular ensuring that your Content

is available on a Listing), and for the purposes of advertising and promoting the Marketplace, the Company and/or the Game in any and all media.

## **Warranties**

11.7 You agree that:

1.1.1 you own, or have a licence to use in accordance with these Terms, all rights (including Intellectual Property Rights) in your Content; and

1.1.2 the use by us (including the inclusion on the Marketplace by us) of any Content in accordance with these Terms shall not infringe the rights, including the Intellectual Property Rights, of any third party.

## **12. CHANGES TO THESE TERMS**

12.1 We may need to amend or add to these Terms:

12.1.1 immediately on notice to you if there is a change in any applicable law or regulation or there are security reasons which mean that we need to change these Terms; or

12.1.2 on at least thirty (30) days' advance notice to you if we need to amend or add to these Terms for other reasons.

12.2 Subject to clause 10.1, if you do not wish to continue using the Marketplace following the changes to these Terms, you can cancel your agreement to these Terms by removing your Wallet from the Marketplace.

## **13. OUR LIABILITY**

13.1 Nothing in these Terms excludes or limits your or our liability for:

1.1.1 death or personal injury caused by negligence;

1.1.2 fraud or fraudulent misrepresentation; or

1.1.3 any other liability which may not be limited or excluded under applicable law.

1.2 Save as set out in 13.1, the following sub-clauses apply:

1.2.1 in no event shall we be liable to you for any loss or damage that you suffer under or in connection with any User Sales Contract; and

1.2.2 in no event shall we be liable to you for any loss or damage that you suffer as a result of or in connection with a dispute with another Registered User.

13.2 As a Consumer:

1.2.3 if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was

contemplated by you and us at the time we entered into these Terms;

1.1.1 nothing in these Terms affects your statutory rights. If you are resident in the UK, advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office;

1.2.4 we are not liable for any loss or damage suffered by you as a result of your negligence whilst using the Marketplace;

1.2.5 we only supply the Marketplace for your personal use. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity; and

1.1.1 our aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms, whether in contract, tort (including negligence) or otherwise shall be limited to one thousand USD (US\$100).

#### 14. **OTHER IMPORTANT INFORMATION**

14.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

14.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.3 If you are a Seller, no agency, partnership or joint venture is created as a result of these Terms and nothing in these Terms shall render you an employee, worker or agent of the Company and you shall not hold yourself out as such. You do not have any authority of any kind to bind the Company in any respect whatsoever.

#### 15. **GOVERNING LAW AND JURISDICTION**

15.1 These Terms are governed by English law. This means that your access to and use of the Marketplace and any dispute or claim arising out of or in connection with the Marketplace or these Terms (including non-contractual disputes or claims) will be governed by English law.

15.2 Save as set out in clause 15.2, you and we irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

15.3 If you are a Consumer resident in the European Union, you may bring any dispute which may arise under these Terms or any Order to, at your discretion, either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State, which courts are (with the exclusion of any other court) competent to settle any of such a dispute.

15.4 If you are a Consumer resident in Scotland or Wales, you may bring any dispute which may arise under these Terms to, at your discretion, either the competent court of England, or to

the competent court of Scotland or Wales (as applicable).

15.5 If you are a Consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 15.1, affects your rights as a Consumer to rely on such mandatory provisions of local law.

16. **CONTACTING US**

16.1 Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us using the following details:

Email address: [privacy@kryptomon.co]

Thank you.

**Terms and Conditions last updated 26 November 2021**

## **PART 3: MODEL SALES CONTRACT**

### **1. INTERPRETATION**

The terms used in this Sales Contract have the meaning set out in the Kryptomon Marketplace Terms and Conditions (the "**Terms**"). A Sales Contract is created in accordance with the Terms. Unless otherwise agreed, the Buyer and the Seller (in respect of a User Sales Contract) or the Company (in respect of a Company Sales Contract), as applicable, enter into a Sales Contract on the following terms:

### **2. COMMENCEMENT DATE AND TERM**

2.1 The Listing is an offer by the Seller (in respect of a User Sales Contract) or the Company (in respect of a Company Sales Contract), as applicable, to enter into a contract with the Buyer.

2.2 The Sales Contract is created, and the Seller's or the Company's (as applicable) offer is accepted by the Buyer, when the Buyer submits an Order.

2.3 The Sales Contract will continue until terminated in accordance with clause 8.

### **3. PRODUCT**

3.1 The Seller or us (as applicable) agrees to sell the Product set out in the Listing to the Buyer.

3.2 Please note that, for the avoidance of doubt, clauses 11.3 and 11.4 of the Terms apply to all Sales Contracts.

### **4. DELIVERY**

The Product shall be delivered automatically on completion of the Sales Contract in accordance with clause 9 of the Terms.

### **5. PAYMENT**

5.1 The Buyer must pay the Price for the Product and the Gas Fee in accordance with clause 8.2 of the Terms.

5.2 In the case of a User Sales Contract, on conclusion of such User Sales Contract the Balance will be paid to the Seller in accordance with clause 8.6 of the Terms.

### **17. CANCELLATION AND REFUNDS**

17.1 If you have purchased a Product from us under a Company Sales Contract and are resident in the European Union or the United Kingdom, you acknowledge and agree that by purchasing a Product you are requesting that we provide such Product to you immediately, that you will receive the benefit of such product immediately, and that in doing so you will waive your right to cancel such Company Sales Contract and obtain a refund under the Consumer Contracts (Information, Cancellation and Charges) Regulations 2013 ("**CCRs**").

17.2 The right to cancel as set out in the CCRs does not apply to any User Sales Contract.

17.3 You can obtain advice about your right to cancel from your local Citizens' Advice Bureau or Trading Standards Office (or equivalent in your jurisdiction if you are resident in the European Union).

17.4 You have legal rights in relation to Products that are not as described, faulty or otherwise not fit for purpose. If the Buyer believes that any Products purchased from us under a Company Sales Contract do not conform with such Company Sales Contract, please contact us using the details set out in clause 16 of the Terms.

## **6. LIMITATION OF LIABILITY**

1.1 Nothing in this Sales Contract excludes or limits either party's liability for:

1.1.1 death or personal injury caused by that party's negligence;

1.1.2 fraud or fraudulent misrepresentation; and

1.1.3 any matter in respect of which it would be unlawful for that party to exclude or restrict its liability.

1.2 Without affecting clause 7.1, in respect of a Company Sales Contract:

1.2.1 if we fail to comply with the terms of such Company Sales Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of such Company Sales Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into such Company Sales Contract;

1.2.2 nothing in such Company Sales Contract affects your statutory rights. If you are resident in the UK, advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office; and

1.2.3 the Company's maximum liability to the Buyer under such Company Sales Contract is limited to a sum equal to the Price of the Products that are the subject matter of such Company Sales Contract.

## **7. TERMINATION OF SALES CONTRACT**

1.3 This Sales Contract will terminate when a party's Wallet is restricted from the Marketplace by the Company in accordance with Clause 10 of the Terms.

1.4 Either party may terminate this Sales Contract immediately on written notice to the other party if the other party to such Sales Contract is in material breach of this Sales Contract and/or the Terms.

## **8. GOVERNING LAW**

8.1 This Sales Contract is governed by English law. This means that any dispute or claim arising out of or in connection with this Sales Contract (including non-contractual disputes or claims) will be governed by English law.

8.2 In respect of a User Sales Contract, the Buyer and the Seller irrevocably agree that the courts

of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Sales Contract or its subject matter or formation.

8.3 In respect of a Company Sales Contract:

8.3.1 you and we irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with such Company Sales Contract or its subject matter or formation;

8.3.2 If you are a resident in the European Union, you may bring any dispute which may arise under such Company Sales Contract to, at your discretion, either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State, which courts are (with the exclusion of any other court) competent to settle any of such a dispute;

8.3.3 if you are a resident in Scotland or Wales, you may bring any dispute which may arise under such Company Sales Contract to, at your discretion, either the competent court of England, or to the competent court of Scotland or Wales (as applicable); and

8.3.4 you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Sales Contract, including clause 9.1, affects your rights as a Consumer to rely on such mandatory provisions of local law.