

## TERMS AND CONDITIONS

### 1. GENERAL

1.1. These terms and conditions (hereinafter the “Terms”) apply to any purchase, sale and use of NYR APP & COM NFTs. These Terms are a legal agreement between you, as a buyer and subsequent holder, of the NYR APP & COM NFT(s), associated to artistic image(s) (the “Digital Media”) and to the Physical and Digital Utilities defined and regulated below under Article 3 (hereinafter jointly, the “NFT(s)”), regardless whether you are the first buyer of the NFT or if you are any subsequent holder (herein after, the “NFT Holder” or “you”), and NYR APP & COM S.R.L., VAT number 47653375, with registered office in Pantelimon, str. Renului nr. 16, Ilfov, Romania (hereinafter, “NYR APP & COM” or “we”), as the NFT owner.

1.2. Each NYR APP & COM NFT is a non-fungible token on the MultiversX network. It should be noted and clear that the value of NFT is strictly related to Digital Media and to the Physical and Digital Utilities and has no intrinsic value itself.

1.3. These Terms completely replace any prior or contemporaneous agreements between you and NYR APP & COM, whether oral or written.

1.4. There are no third-party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms create any agency, partnership, or joint venture.

1.5. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion in connection with an acquisition, sale or merger.

1.6. Should any part of these Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision.

1.7. If any term or provision of this Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceable in any jurisdiction, such invalidity or illegality shall not affect any other term or provision of this Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

### 2. SALE OF NFTs

2.1. The offer for the sale of NFTs takes place on the platform Eneftor (hereinafter, the “Platform”) and it does not yet constitute a binding offer to conclude an agreement, but merely an invitation for you to submit a binding offer. Platform may impose its own terms and conditions that further govern your purchase or sale of the NFT(s). In the event of any conflict or inconsistency between these Terms and any other applicable terms and conditions, these Terms will prevail in your contractual relationship with NYR APP & COM in connection with your purchase, sale and use of NFTs. In any case, NYR APP & COM reserves the right to modify or have modified the types, prices, total amount of NFTs available and any other details of the NFTs at its discretion.

2.2. Any (financial) transactions that you engage in connection with the NFTs via the Platform will be conducted in EGLD (crypto currency) or on the MultiversX network. Any secondary marketplace will be conducted just on the MultiversX network. We have no control over these transactions, nor do we have the ability to reverse any transactions. We have no liability to you or to any third party for any

claims or damages that may arise as a result of any transactions that you engage in via the MultiversX network. Therefore, you should ensure you are aware of and agree to the terms and conditions that apply to (the use of) the MultiversX network.

2.3. MultiversX requires the payment of a transaction fee (a so-called “Gas Fee”) for every transaction that occurs on the MultiversX network. You will be solely responsible to pay the failed or unsuccessful transactions, excessive Gas Fees charged due to high demand, complexity of transactions or due to bugs or technical malfunctions, or any loss of your NFT due to bugs or technical malfunctions.

2.4. You acknowledge and agree that a smart contract will be (fully) used to effectuate any sale and purchase of any NFT. You are not entitled to circumvent, tamper with or otherwise ignore, in whole or in part, the smart contract in any way in connection with a transaction of a NFT. Upon a successful purchase of a NFT via the minting website or (secondary) marketplace, the smart contract automatically and immediately executes the transaction of the NYR APP & COM NFT and the corresponding payment. By buying a NFT, you agree to pay to us all applicable fees, costs and royalties and authorize us to automatically deduct these amounts directly from your payment.

2.5. Given the nature of the NFT and technology that is used for transactions, the execution of the transaction on the MultiversX network directly commences after your purchase of a NFT and entails that you will immediately obtain, have access to and will be able to reveal the Digital Media connected with the NFT when the transaction is successfully completed. You acknowledge and agree that by concluding a purchase of an NFT you lose any right of withdrawal that you may have in this regard, also with respect to the Physical and/or Digital Utilities (as defined below) that may be linked to and sold together with the NFT. Each payment is final and will not be subject to any refund, including any payment of transaction fees, even in the situation in which the underlying transaction would not be successful.

2.6. You are solely responsible for determining and paying all applicable taxes and duties which arise in connection with your use or transfer (initial or subsequent) of the NFT and your activities in respect of this Terms, including any value added (VAT), sales, or compensating use taxes, or other equivalent tax or duty wherever such taxes or duties may arise. If we are required to pay any taxes on your behalf, you will remit payment to NYR APP & COM within five (5) days of notification by NYR APP & COM.

2.7. Any website or (secondary) marketplace that is used for the purchase and sale of a NFT may impose its own terms and conditions that further govern your purchase or sale of a NFT. In the event of any conflict or inconsistency between these Terms and any other applicable terms and conditions, these Terms will prevail in your contractual relationship with NYR APP & COM in connection with your purchase, sale and use of NFTs.

### 3. PHYSICAL AND DIGITAL UTILITIES

3.1. In addition to the Digital Media, the NFT may be paired with both physical and/or digital contents and services (hereinafter, respectively, Physical and Digital Utilities). By purchasing the NFT you obtain the right to redeem the possibility to obtain the Physical and Digital Utilities connected to the NFT.

3.2 The Physical and Digital Utilities may be different depending on the NFT purchased. In order to redeem the Physical or Digital Utility, you may be asked to access a dedicated webpage on the NYR APP & COM website ([www.nyar-messenger.com](http://www.nyar-messenger.com)) (hereinafter, the “NYR APP & COM Website”) and to enter the data which are necessary to guarantee you the allocation of the Physical or Digital Utility (e.g. NFT data, shipping address, etc.). The access to the NYR APP & COM Website and data

processing will be governed, respectively, by the NYR APP & COM Website Terms of Use and by the NYR APP & COM Cookies and Privacy policies available on the NYR APP & COM Website.

3.3. You accept that deadlines may be set to redeem the NFT Physical and Digital Utilities. The deadlines, if any, will be clearly indicated in the description of the NFT on the NYR APP & COM Website.

3.4. NFT-related Physical and Digital Utilities, if any, will be specified in the description of each NFT available on the Platform and on the NYR APP & COM Website. To the maximum extent permitted by law and in accordance with the provision under Article 7.1. of the Terms, we only guarantee the Physical and Digital Utilities as stated in the description. We do not guarantee, by way of example and unless expressly provided for in the NFT description, that the events in which the NFT entitles you to participate will be held in your country. In any case, all charges and costs connected with each Physical or Digital Utility, other than the shipping costs of the physical products, and including, without limitation, the transfer costs to any event as well as insurance costs, shall be borne by the NFT Holder.

3.5. With respect to the Physical Utilities, NYR APP & COM will not be liable if any custom authorities does not release the goods or otherwise does not make goods available for the purposes specified within the custom declaration.

3.6. The purchase of NFT grants the NFT Holder discounts on certain NYR APP & COM products and services. Any discounts and the related terms and conditions will be available on the NYR APP & COM Website.

3.7. Further details about the Digital and Physical Utilities may be released by NYR APP & COM whenever, even after the NFT sale. You can find the updated details on the NYR APP & COM Website. If you have already redeemed the Physical and Digital Utilities, you will be also informed via email about their release. You agree to be solely responsible for the correct receipt of any information provided to you after the NFT sale.

3.8. Details and information of the redemption phase of the NFT-related utilities, will be shared on the [www.nyar-messenger.com](http://www.nyar-messenger.com) as of 11<sup>th</sup> March 2024.

3.9. The terms of delivery for the Physical Utilities shall be "Delivered At Place" (DAP) at the site indicated by you, according to "INCOTERMS 2020" - International Rules for the Interpretation of Trade Terms (ICC Pub. No. 723), provided that all essential shipping information has been supplied in full by you.

#### 4. NFTs PRICES & ASSUMPTIONS OF RISKS

4.1. You understand that the value of the NFT, on the secondary market, may be extremely volatile. Fluctuations in the price or value of other digital assets could materially and adversely affect the value of your NFT. We cannot guarantee – and therefore we cannot be held liable – that any NFT will not lose or will gain value (or have any economic value whatsoever) or have any kind of functionality or fitness for a particular purpose.

4.2. You understand that the price of each NFT may be split between NYR APP & COM and third parties (such as the Platform) in varying percentages of the gross amounts paid by you on the basis of the contractual relationship governing our relationship with the subjects directly or indirectly connected to the sell and/or the utilities of the NFT.

4.3. You acknowledge and agree that the foregoing amounts payable to NYR APP & COM do not include, and are not intended to cover, any additional costs imposed or required by MultiversX or other third-party services, including, but not limited to, gas costs.

4.4. You also understand that there are risks associated with blockchain transactions and NFTs including, but not limited to, the effects of varying laws and regulations, the risk of failure or instability of hardware, operating systems, internet connections and the risk of other technological malfunctions, the risk of virus introduction, fraud, counterfeiting and cyberattacks as a result of which third parties may obtain unauthorized access to your digital collectible or personal information, and that blockchain transactions are in principle irreversible as a result of which any losses due to fraudulent or accidental transactions may not be recoverable. By purchasing and selling NFTs you are accepting sole responsibility for any and all transactions in connection with your purchase or sale of NFTs.

## 5. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

5.1. When you acquire a NYR APP & COM NFT and redeem the Physical and Digital Utilities (please see the art. 3.1. of the Terms), unless otherwise expressly indicated on the NFT description available on the Platform, you own the NFT, but you do not own or acquire any patent rights, copyrights, trademarks, trade secrets, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world on the Digital Media nor on the contents and/or utilities featured by the NFT (hereinafter “Intellectual Property Rights”).

5.2. Subject to your continued compliance with these Terms, you are allowed to use and display the Digital Media and the NFT Physical and Digital Utilities solely for the following purposes: (i) for your own personal, non-commercial use; and (ii) for the purpose of resale on a (secondary) marketplace of the NFT that you own.

5.3. For the sake of clarity, you understand and agree: (a) that you do not have the right, except as otherwise set forth in these Terms, to use, copy, reproduce, distribute, or otherwise commercialize our products or services of any kind, in the digital or in the physical world, any elements of the NFT and/or of the Physical and Digital Utilities, NYR APP & COM name or any other NYR APP & COM materials and/or NYR APP & COM Intellectual Property Rights without NYR APP & COM express prior written consent; and (b) that you may not, nor permit any third party to do or attempt to do any of the following without NYR APP & COM express prior written consent: (i) to use the Digital Media in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others or infringe any applicable law, or (ii) modify the Digital Media in any way, including, without limitation, the forms, designs, drawings, attributes or color schemes, or (iii) attempt to trademark, copyright, or otherwise acquire additional Intellectual Property Rights on the Digital Media and on the Physical and/or Digital Utilities.

5.4. It is strictly prohibited and a violation of these Terms to use any elements of the Digital Media and/or of the Physical and/or Digital Utilities separately or to create a similar or derivative materials. Such use constitutes a violation of these Terms as well as Intellectual Property infringement, which would cause monetary damages and irreparable harm to NYR APP & COM.

5.5 The restrictions in this Section 5 will survive the expiration or termination of these Terms.

## 6. YOUR WARRANTIES

6.1. You represent and warrant that:

a) you are the age of majority that applies in the country where you live, or older;

b) you have a high level of knowledge both of the technological aspects underlying NFTs and of the digital/traditional digital media and art market, and in this respect, you declare in a binding manner that

you are an experienced user of NFT and Metaverse platforms and in any case operate as a professional in the relevant NFT sector and more generally with reference to the collectibles market;

c) you will not use the NFT(s) and the Physical and Digital Utilities for any illegal, fraudulent or unethical purpose, including for purpose of money laundering, terrorist activities or other acts that directly or indirectly violate any applicable law;

d) you will not use any proceeds of the sale of your NFT(s) or parts thereof for directly or indirectly facilitating or financing any of activities listed under b); and

e) you are not subject of any international or national sanctions.

## 7. DISCLAIMERS AND LIMITATION OF LIABILITY

7.1. To the maximum extent permitted by law, the NFT and the Physical and Digital Utilities are provided "as is" and "as available" and without any warranties, guarantees, duties, or conditions, statutory or otherwise, explicit or implied, of any kind.

7.2. NFTs are intangible digital collectibles. They exist only by virtue of the 'ownership' record maintained by third parties on a blockchain. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger of the relevant blockchain. We cannot affect (and we do not guarantee that we can affect) the transfer of title or right in any assets.

7.3. We, including our officers, agents, employees, licensors and its independent contractors and their employees, will not be responsible or liable to the maximum extent permitted by applicable laws to you for any losses that you incur as the result of your use of the Platform, NYR APP & COM Website and/or any (secondary) marketplace or your wallet, including but not limited to any losses, damages or claims arising from (i) user error, such as forgotten passwords or erroneous transactions; (ii) server failure or data loss; (iii) corrupted wallet files; or (iv) unauthorized access or activities by third parties, including but not limited to, by the use of viruses, phishing, brute-forcing or any other cyberattack to the Platform, any (secondary) marketplace, any wallet or your device(s).

7.4. You agree to hold harmless and indemnify NYR APP & COM and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Platform, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Platform. You agree that NYR APP & COM will have control of the defence or settlement of any such claims.

7.5. To the maximum extent permitted by applicable laws, in no event NYR APP & COM, including its officers, agents, employees, licensors and its independent contractors and their employees, will be liable to you for any direct, indirect, incidental, consequential, special, punitive, or other similar damages, including but not limited to loss of revenues, lost profits, lost data or business interruption or other intangible losses, arising out of or relating in any way to these Terms, the NFTs or the Physical and Digital Utilities, whether based on contract or law, and whether or not the NYR APP & COM has been advised of the possibility of such damages.

7.6. There are risks associated with using an internet-based currency, including, but not limited to, the risk of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that NYR APP & COM will not be responsible for any communication failures,

disruptions, errors, distortions or delays you may experience when using the MultiversX network, however caused.

## 8. CHANGES TO THE TERMS

8.1. We may make changes to the Terms from time to time. When we make changes, we will make the updated Terms available on the NYR APP & COM Website, to which the link in the NFT description available on the Platform redirects. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use of the Platform after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not acquire the NFT.

8.2. We reserve the right to apply specific and different terms and conditions, by derogation to the Terms, in order to sale specific NFT or specific collection of NFTs. The content of such terms and condition will be made available on the NYR APP & COM Website and their application will be reported on the NFT description on the Platform.

## 9. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION

9.1. These Terms shall be construed, governed, and interpreted under and in accordance with Romanian law, without regard to its or any other jurisdiction's conflict of law's provisions, including provisions set forth on any conventions on contracts for the international sale of goods, that would cause the application of the laws of any other jurisdiction.

9.2. Any dispute arising directly or indirectly out of or in connection with these Terms, NFTs and/or the Digital Media and/or the Physical and/or Digital Utilities, shall be finally settled under the Rules of Bucharest Chamber of Arbitration, by three arbitrators. The award of the panel shall be final and binding on the parties. No award or procedural order made in the arbitration shall be published. Arbitration shall take place in Bucharest, Romania. The arbitration shall be conducted in Romanian. Notwithstanding the foregoing, NYR APP & COM may initiate preliminary injunction proceedings before any other competent court at its sole discretion.