

Terms and Conditions of Use of the Website
(“Terms and Conditions”)

These Terms and Conditions apply to the use of the website available at www.nyar-messenger.com (the “Website”) by you as a user (hereinafter, “You”).

The Website is owned by NYR APP & COM with registered office in Pantelimon, str. Renului nr. 16, Ilfov, Romania, VAT number 47653375. In the management of the Website, NYR APP & COM is also supported by the same company NYR APP & COM, with registered office in Pantelimon, str. Renului nr. 16, Ilfov, Romania, (“AUTHOR”) that is in charge of the activities relating to the management of the Website on NYR APP & COM behalf.

The Website aims at allowing you to purchase and manage the Non-Fungible Tokens released and made available on the Website by NYR APP & COM, including those of the NFT (hereinafter “NFT”), manage your profile that will show the NFT purchased and owned by you (the so called “Your profile”). For further information on how to purchase and redeem your NFT and the related Tokens, please consult our Terms and Conditions of Sale and Use of NFTs.

These services leverage on a specific distributed ledger technology (DLT) that allows users to share, distribute, replicate as well as to record, validate, update, and store certain transactions on a cryptographic basis and in a verifiable, non-alterable, and non-modifiable manner (the so called “Blockchain”). Essentially the Blockchain is a digital ledger of transactions: each block in the chain contains a number of transactions, and every time a new transaction occurs on the Blockchain, a record of that transaction is added to every participant’s ledger.

The Website is licensed, not sold, to you for use only under these Terms and Conditions. NYR APP & COM reserves all rights not expressly granted to you under the Terms and Conditions.

Before the use of the Website, please read carefully and save a copy of these Terms and Conditions as well as of the relevant Privacy Policy and Cookie Policy to understand the admitted uses of the Website as well as the processing of your personal data by NYR APP & COM in connection with its usage. In case of any conflict between these Terms and Conditions and the additional documents mentioned above, the former shall prevail in relation to the admitted uses of the Website. By accessing and using the Website, you expressly accept these Terms and Conditions and you undertake to comply with them. If you do not intend to accept these Terms and Conditions, you should terminate the use of the Website.

1. Changes to these Terms and Conditions

NYR APP & COM reserves the right to amend these Terms and Conditions at any time in case of law amendments, changes to the services offered through the Website and/or additional business requirements are implemented. Any changes to these Terms and Conditions will be notified in advance in order to allow you to review the new Terms and Conditions and the updated version of the Terms and Conditions will be promptly published on the Website. The Terms and Conditions in force are those available on the Website from time to time. If you do not intend to accept the updated Terms and Conditions, you should terminate the use of the Website.

2. Usage rights

The license granted to you for the Website licensed by NYR APP & COM is a non-transferable license limited to access the Website with only the devices you own or control in compliance with these Terms and Conditions. Unless otherwise expressly permitted by these Terms and Conditions, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Website, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included within the Website). Any attempt to do so is a violation of the rights of NYR APP & COM and its licensors and you may be subject to prosecution and damages. These Terms and Conditions will govern any upgrades provided by NYR APP & COM that replace and/or supplement the Website, unless such upgrade is accompanied by separate terms in which case those terms will govern.

NYR APP & COM, and its licensors, reserve the right to change, suspend, remove, or disable access to the Website at any time without notice. In no event will NYR APP & COM be liable for the removal of or disabling of access to the Website.

3. Access to the Website

You can access and use the Website as well as consult its contents free of charge. However, NYR APP & COM is not liable for any cost related to the Internet connection to access to the Website, which is charged according to the rates, terms and conditions applied by your own Internet operator, and any transactions fee exclusively related to any redemption or transfer of NFT.

In particular, you can use the Website services, including:

- the possibility to be constantly informed about NYR APP & COM initiatives, including the campaign on NFTs;
- the creation of your profile where you can purchase, redeem, view and manage your NFT; and
- the purchase and subsequent redemption of the NFTs as well as of the associated Tokens pursuant to the Terms and Conditions of Sale and Use of Mo NFTs.

In order to access the Website as well as purchase and redeem your NFT and the associated Tokens, you need to connect your digital wallet. You are required to keep your wallet keys as confidential.

You are required to provide true, accurate, current and complete information when connecting your digital wallet to the Website. NYR APP & COM reserves the right to verify the information provided, including by requesting appropriate supporting documentation, at any time and, in the event of a breach of this clause, to refuse the connection of your digital wallet.

You are responsible for all activities carried out on the Website through your digital wallet. NYR APP & COM is not responsible for any inconveniences, losses, damages or costs arising from the provision of incorrect or outdated information by you or your failure to keep your credentials secure.

4. Admitted use of the Website

By accessing the Website and connecting your digital wallet, you are able to purchase (mint) and redeem the NFTs offered by NYR APP & COM as well as to collect the Tokens that is associated with the relevant NFTs. Once you have purchased (minted) and redeemed the NFT, it will be transferred to your digital wallet and marked as owned by you on the Blockchain. In addition, you are able to view and

manage your NFTs through the so-called “your profile” section, including the resale of your NFTs to another user on a third party Website.

For further information on how to purchase the NFTs together with the associated Tokens, as well as to redeem the NFT of Sale and Use of NFTs that are available on the Website.

NYR APP & COM may add additional features to the Website that will be notified to you through the Website. In any case, you cannot use the Website: causing interruptions, damage or malfunctioning of the Website and its functionalities; and for fraudulent purposes, or in any way to commit illegal activities.

Furthermore, we inform you that it is strictly prohibited by law any form of so-called wash trading, which is the execution of a transaction in which a seller also acts as a buyer to paint a misleading picture of the value and liquidity of an asset. In any case, NYR APP & COM is not responsible for any of illegal activities performed by you through the Website. We reserve the right to monitor all trades for any signs of wash trading and take action against any user found to be engaging in this activity. Additionally, we may cooperate with law enforcement authorities if we suspect any illegal activity.

In any case, you cannot interfere with the operation of the Website and you undertake not to attempt to circumvent the Website security, to alter or prejudice in any way the operation of the Website, its functionalities or NYR APP & COM services offered through the Website.

5. Processing of personal data

To provide you with the Website and the related services, NYR APP & COM may collect personal data on you and other information on the use of the Website. NYR APP & COM processes such information to allow the use of the Website, also giving access to its services, and facilitate the provision of updates and support to you.

You are required to provide accurate and truthful information while using the Website in order to benefit of services offered through the Website.

For further information on what kind of data is collected as well as on the purposes and modalities of the processing, please consult the Privacy Policy and Cookie Policy are available on the Website.

6. Termination

The Terms and Conditions are effective until terminated by NYR APP & COM. Your rights under these Terms and Conditions will terminate automatically without notice from NYR APP & COM if you fail to comply with any provision(s) of these Terms and Conditions. Upon termination of these Terms and Conditions, you will be prevented to access all the Website functionalities.

7. Third-party services and materials

The Website may also allow the access to platforms, sites or other resources of third-party partners that collaborate with NYR APP & COM to manage the Website and to provide services included in the Website, particularly the drop, purchase and redemption of NFTs which are leveraged using the Blockchain.

In particular, the NFT, as a type of cryptographic token, is hosted on a permissionless Blockchain. The main feature of NFTs is their non-fungibility that means their non-interchangeability given by a single

and a non-replicable code. In particular, NFTs are intangible digital contents that exist by virtue of the ownership record maintained in Blockchain. All smart contracts relating the redemption of the related NFT exist solely on Blockchain. Thus, NYR APP & COM has no control over and make no promises or guarantees with respect to the operation or continuation of the Blockchain or the operation of smart contracts on the Blockchain. You hereby acknowledge that NYR APP & COM is not responsible for and will have no liability for any issues or losses related to Blockchain or smart contracts operating in any way not expected.

Furthermore, on the Website certain services are offered through other resources which may display, include or make available content, data, information, applications or materials from third parties ("Third-Party Materials"). By using the Website, you acknowledge and agree that NYR APP & COM is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. NYR APP & COM does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third-Party Materials or websites, or for any other materials, products, or services of third parties.

Since the Blockchain is a public blockchain, information, including Third-Party Materials, could be accessible to you. Hence, NYR APP & COM makes no representation that Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access Third Party Materials or services in a particular location, you do so at your own initiative and you are responsible to use them in compliance with any applicable laws, including but not limited to applicable local laws. You also agree that you will not use the Website for any purposes prohibited by law.

In any case, the Website or other resources, including the Third-Party Materials, above are provided solely as your convenience. You acknowledge that NYR APP & COM has no control over any external platforms, sites and resources. Therefore, you agree that NYR APP & COM is not responsible for the availability of any of external platforms, sites and resources. Furthermore, you acknowledge and agree that NYR APP & COM is not liable for any loss or damage which may be incurred as a result of the availability or unavailability of such external platforms, sites and resources, or as a result of any reliance placed by you upon the completeness, accuracy, or existence of any advertising, products or other materials on, or made available from, any such external platforms, sites and resources.

8. Copyright

You agree that the Website contains proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Website and related services. No portion of the Website, including the contents as well as the trademarks of NYR APP & COM or other third parties provided on the Website, may be reproduced in any form or by any means. Except for selling and transferring your owned NFTs, you shall not modify, rent, lease, loan, sell, distribute, or create derivative works based on the Website, in any manner, and you shall not exploit the Website in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Website or the services provided therein in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that NYR APP & COM is not in any way responsible for any such unlawful use by you.

You are not entitled to use information received in the context of the Website for business purposes or to disclose such data and information to any third parties for business purposes.

9. Limitation of liability and warranty

NYR APP & COM grants that the Website is consistent with the admitted uses of the Website and adequate to benefit from the services offered by NYR APP & COM through the Website, as indicated in these Terms and Conditions.

NYR APP & COM is liable for any lack of conformity of the Website or any related digital service that occurs within the usage period. In this case, NYR APP & COM will repair at its own cost the non-conformity of the Website and adjust or replace the Website in a manner consistent with the nature and purpose of the Website and the digital services provided therein.

In no cases, NYR APP & COM is not liable for any delays in accessing the Website and related services due to Internet failures, accidents, malfunctions, acts of God, epidemics, legal measures or any other events beyond NYR APP & COM control.

No oral or written information or advice given by NYR APP & COM or its authorized representatives shall create a warranty.

In any case, NYR APP & COM reserves the right to suspend, delete, discontinue or modify all or any sections of the Website without notice with no liability for the permanently unavailability of the Website.

10. Severability

Should any provision of these Terms and Conditions be considered unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from these Terms and Condition, without affecting the validity and enforceability of any other provisions. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

11. Applicable law

The laws of Romania, excluding its conflicts of law rules, govern these Terms and Conditions and your use of the Platform, save for the applicability of local consumer protection laws if you are a consumer based in the EU.

Besides:

- if you are a consumer resident in the EU, the court of the place where you are domiciled or resident, if located in Romania, shall have exclusive and mandatory jurisdiction for any disputes arising from the interpretation and/or application of these Terms and Conditions. In the event the domicile or residence is not located in Romania, you may, at your election, refer the matter either to the court of the place where you are domiciled or resident or to the Court of Bucharest, Romania; and
- if you are not a consumer resident in the EU, each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Bucharest, Romania, over any claim or matter arising under or in connection with these Terms and Conditions.

Also, according to Section 14 of the EU Regulation 524/2013/UE, if you are a consumer resident in the EU, you may opt for one of the out-of-court dispute settlement procedures provided for under the applicable laws currently into force, such as the platform provided by the European Commission, available on the website <http://ec.europa.eu/odr>.

According to art. 1203 Romanian Civil Code, you explicitly represent that you understand and accept each and all unusual standard clauses. Also, per Article 1202 and Article 1203 of the Romanian Civil Code, you hereby declare to have read, understood and expressly accept the following Sections of the Platform Terms and Conditions: 1 (Changes to these Terms and Conditions), 2 (Usage rights), 6 (Termination), 9 (Limitation of liability and warranty), and 11 (Applicable law).