



Disclaimer

Nothing in this Website shall be deemed to constitute a prospectus of any sort or a solicitation for investment, nor does it in any way pertain to an offering or a solicitation of an offer to buy any securities in any jurisdiction. This document is not composed in accordance with, and is not subject to, laws or regulations of any jurisdiction which prohibits or in any manner restricts transactions in respect of, or with use of, digital tokens.

The information set forth in this Website may not be exhaustive and does not imply any elements of a contractual relationship. The content of this Website is not binding on Crosmonaut NFT and Crosmonaut NFT reserves the right to change, modify, add, or remove portions of this Website for any reason at any time before, during and after the sale of tokens by updating an amended Website.

This Website does not constitute an investment, legal, tax, regulatory, financial, accounting or other advice, and this Website is not intended to provide the sole basis for any evaluation of a transaction on acquiring of the tokens and is expressly not incorporated by reference into any securities offering or similar documents. Prior to acquiring the tokens, a prospective purchaser should consult with his/her own legal, investment, tax, accounting, and other advisors to determine the potential benefits, burdens, and other consequences of such transaction. Crosmonaut NFT is under no obligation to update the Website or modify the Website for any inconsistencies or for material changes to the information.

NFTs are not a digital currency, security, commodity, or any other kind of financial instrument. The NFTs are not being offered or distributed to, as well as cannot be resold or otherwise alienated by their holders to, citizens of, natural and legal persons, having their habitual residence, location or their seat of incorporation in the country or territory where transactions with NFTs are prohibited or in any manner restricted by applicable laws or regulations. If such restricted person purchases the tokens, such restricted person has done so on an unlawful, unauthorized and fraudulent basis and in this regard, shall bear negative consequences.

Each purchaser of the NFTs is reminded that this Website has been presented to him/her on the basis that he/she is a person into whose attention the document may be lawfully presented in accordance with the laws of the purchaser's jurisdiction. It is the responsibility of each potential purchaser of the tokens to determine if the purchaser can legally purchase the tokens in the purchaser's jurisdiction and whether the purchaser can then resell the tokens to another purchaser in any given jurisdiction.

Certain statements, estimates and financial information contained in this Website are for informational purposes only, and may constitute forward-looking statements or information. Such forward-looking statements or information involve known and unknown risks and uncertainties which may cause actual events or results to differ materially from the estimates or the results implied or expressed in such forward-looking statements or information.

No future value is guaranteed or implied and all participants are reminded that NFT/cryptocurrency investments are volatile and risky in nature. You assume all 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. NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value for your NFT. You understand and accept all risk in that regard.

Terms & Conditions

THE AGREEMENT: The use of this website and products on this website provided by Crosmonaut NFT (hereinafter referred to as "Company") are subject to the following Terms & Conditions (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any digital artworks and collectibles provided by or on this Website ("NFTs").

1) DEFINITIONS

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The parties referred to in this Agreement shall be defined as follows:

a) Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain NFTs on it, available to users. Company, Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.

b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.

c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

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By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website and NFTs to You if You assent to this Agreement.

Crosmonaut NFTs is a collection of digital artworks. This Website is only an interface allowing participants to purchase digital collectibles. Users are entirely responsible for the safety and management of their own private wallets and validating all transactions and contracts generated by this Website before approval. Furthermore, as the Crosmonaut smart contract runs on the Cronos network, there is no ability to undo, reverse, or restore any transactions.

3) AGE RESTRICTION

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You must be at least 18 (eighteen) years of age to use this Website or any NFTs contained herein. By using this Website, You represent and warrant that You are at least 18 years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of Your age.

4) TRANSFER OF RIGHTS AND LICENSE

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Each Crosmonaut is an NFT on the Cronos blockchain. When you purchase an NFT, we transfer you the ownership of the underlying Crosmonaut, the art, completely. Ownership of the NFT is mediated entirely by the Smart Contract and the Network: at no point can we seize or freeze the ownership of any NFT.

Subject to your continued compliance with these Terms, we grant you a worldwide, royalty-free license to use, copy, and display the purchased art, along with any extensions that you choose to create or use, solely for the following purposes:

- (i) for your own personal, non-commercial use;
- (ii) as part of a marketplace that permits the purchase and sale of your Crosmonaut / NFT, provided that the marketplace cryptographically verifies each Crosmonaut owner's rights to display the art for their Crosmonaut to ensure that only the actual owner can display the art; or
- (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your Crosmonaut, provided that the website/application cryptographically verifies each Crosmonaut owner's rights to display the art for their Crosmonaut to ensure that only the actual owner can display the art, and provided that the Art is no longer visible once the owner of the NFT leaves the website/application.

Subject to your continued compliance with these Terms, we grant you an unlimited, worldwide license to use, copy, and display the purchased art for the purpose of creating derivative works based upon the art ("Commercial Use"). Examples of such Commercial Use would e.g. be the use of the art to produce and sell merchandise products displaying copies of the art. For the sake of clarity, nothing in this Section will be deemed to restrict you from

- (i) owning or operating a marketplace that permits the use and sale of Crosmonaut generally, provided that the marketplace cryptographically verifies each Crosmonaut owner's rights to display the art for their NFT to ensure that only the actual owner can display the art;
- (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of Crosmonauts generally, provided that the third party website or application cryptographically verifies each NFT owner's rights to display the art for their Crosmonaut to ensure that only the actual owner can display the art, and provided that the art is no longer visible once the owner of the purchased NFT leaves the website/application; or
- (iii) earning revenue from any of the foregoing.

5) ACCEPTABLE USE

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You agree not to use the Website or NFTs for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or NFTs in any way that could damage the Website or general business of the Company.

You further agree not to use the Website:

- (i) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- (ii) To violate any intellectual property rights of the Company or any third party;
- (iii) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- (iv) To perpetrate any fraud;
- (v) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- (vi) To publish or distribute any obscene or defamatory material;
- (vii) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- (viii) To unlawfully gather information about others.

6) FEES AND PAYMENT

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If you elect to purchase a Crosmonaut through the site, any financial transactions that you engage in will be conducted solely through the Cronos network. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. We will 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 or any other transactions that you conduct via the Cronos network.

Cronos requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the network. The Gas Fee funds the network, this means that you will need to pay a Gas Fee for each transaction.

7) INDEMNIFICATION

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You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or NFTs, Your breach of this Agreement, or Your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

8) THIRD-PARTY LINKS & CONTENT

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The Company may occasionally post links to third party websites or other products. You agree that the Company is not responsible or liable for any loss or damage caused as a result of Your use of any third-party products linked to from Our Website.

9) MODIFICATION & VARIATION

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The Company may, from time to time and at any time without notice to You, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

- a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.
- c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

10) ENTIRE AGREEMENT

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This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

11) NO WARRANTIES

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You agree that Your use of the Website and NFTs is at Your sole and exclusive risk and that any services provided by Us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Website or NFTs will meet Your needs. The Company also makes no warranties as to the reliability or accuracy of any information on the Website. You agree that any damage that may occur to You, through Your computer system, or as a result of



loss of Your data from Your use of the Website or NFTs is Your sole responsibility and that the Company is not liable for any such damage or loss.

12) LIMITATION ON LIABILITY

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The Company is not liable for any damages that may occur to You as a result of Your use of the Website or NFTs, to the fullest extent permitted by law. This section applies to any and all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

13) GENERAL PROVISIONS:

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a) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

b) **JURISDICTION, VENUE & CHOICE OF LAW:** Through Your use of the Website or NFTs, You agree that the laws from the Company's headquarters shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions.

c) **GOOD FAITH RESOLUTION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith.

d) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

e) **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

f) **NO WAIVER:** In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

g) **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.



h) **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

i) **FORCE MAJEURE:** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances