

## Magic Club NFT Ownership Product Service Terms and Conditions

### Article 1 (Purpose)

These terms and conditions stipulates the rights, obligations and responsibilities between the “Company” and the “Member” in relation to the Magic Club NFT proprietary product service provided through the Magic Club Website(<https://magicclub.io>) and the procedures for using the “Service” used by the “Member”.

### Article 2 (Definition of Terms)

1. The term "Website" means a virtual business place or service space where "Company" can provide "Service" to "Members" using information and communication facilities such as computers, and a website (<https://magicclub.io>) where a member can receive "Service" using a crypto wallet (MetaMask).

2. “Service” refers to all services provided by the “Company” through the “Website”.

3. "Member" refers to a user who agrees to the terms and conditions of service use of "company" and receives services from the company.

(However, in accordance with the policy of the "company", the scope of service use, benefits, etc. may be applied differently by classifying the grades of the "members")

4. "Seller" means a company that directly posts sales of Magic Club NFT and sells ownership of NFT to "Buyers".

5. "Buyers" means a member who pays a certain amount and purchases ownership of the Magic Club NFT posted on the website.

6. “Magic Club NFT” refers to NFT proprietary sales products posted on the “website (magicclub.io)” with the approval of the “company”.

7. "Purchase" means that "buyer" purchases NFT ownership of Magic Club NFT at a certain amount in accordance with these terms and conditions.

8. "Sales Price" means the sale price of NFT sold by the "Company".

9. “Purchase Price” means the price at which “Buyer” purchases ownership of the NFT.

10. "Payment Price" means the final payment price of "Purchase Price".

11. "Remaining Quantity" means a case where "Sales Quantity" is not achieved during the period set by "Company".

12. "Sales Completed" means when "Sales Quantity" is achieved within the period set in "Company".

13. “Airdrop” means a case in which the “Company” provides different types of NFTs or tokens to the “Buyer” for free of charge.

### Article 3 (Types of Service)

"Company" shall provide the following services in accordance with these Terms and Conditions:

1. All matters related to NFT issuance and sales
2. Implementation of utilities for NFT buyers
3. NFT Community Operation and Management

### Article 4 (Use of Services)

1. A person who intends to use the service under Article 3 of these Terms and Conditions must be a "member" as defined in these Terms and Conditions.
2. "Company" may use services such as project posting through a separate contract.

### Article 5 (Precautions Before Applying for Purchase)

1. "Member" must fully understand the information of "Magic Club NFT" such as notices through SNS and white paper released on the Gitbook before purchasing "Magic Club NFT" on "Website" before participating in the purchase.
2. If the information of "Magic Club NFT" is changed due to the update of the contents of "Magic Club NFT", the conditions for receiving the sales price and purchase price may also be changed.

### Article 6 (How to purchase)

1. "Member" clicks the "Purchase" button in "Magic Club NFT" and selects the purchase amount. After checking the payment amount and purchase precautions, click the purchase button, and pay with Ethereum according to the information
2. When the "Purchase Complete" notice is generated for "Magic Club NFT" purchased in accordance with Paragraph 1, the purchase is complete. In case of "purchase failure", Ethereum payment is not possible.
3. Payment is made through the installed MetaMask after signing up for the MetaMask crypto wallet.
4. 4. When purchasing, you must agree to issue a crypto wallet (Meta Mask).
5. Crypto wallets (MetaMasks) are used to store and move purchased NFTs.
6. "Company" will be provided with a crypto wallet (MetaMask) address if "Member" has a NFT.

#### Article 7 (Cancellation of Purchase)

1. In accordance with these terms and conditions, "Magic Club NFT" cannot be refunded after purchase.
2. "Member" cannot request a refund of the purchased "Magic Club NFT" to "Company".

#### Article 8 (Posting and notifying of sales results, etc.)

1. At the end of the sales period, "Company" shall post the sales results as "Sales Completed" and "Remaining Quantity" in accordance with the following criteria.

(1) Sales completed: If the sales volume is 100% achieved during the sales period

(2) Remaining Quantity: If the sales quantity is less than 100% during the sales period, the sales quantity is less than 100%

2. In the event of "Remaining Quantity" according to Paragraph 1-2, The remaining NFT will belong to the "Company" team quantity.

#### Article 9 (Posting of Sales Achievement Rate)

1. The sales achievement rate is posted on the "website" in accordance with Article 8-1 and 2.

#### Article 10 (Purchase Fee = Gas Fee)

1. The Purchase Fee (Gas Fee) is not determined by the "company" and is borne by the "Member" individual because the cost issued by Ethereum Network Transaction is determined by the frequency of network activation on the day of sale.

2. "Company" does not collect any additional fees

#### Article 11 (Disclaimer)

1. The "Company" shall not be liable for damages to the "Member" if it is unable to provide services due to natural disasters, wars, or other reasons recognized as force majeure.
2. The "Company" shall not be liable for any damage caused by unavoidable reasons such as equipment maintenance, replacement, regular inspection, and construction, unless there is intention or negligence of the "Company".
3. "Company" provides products through "Website" and is the company of sales (purchase from Magic Club, payment of price, etc.). The "Company" is solely responsible for any legal disputes arising from the sales contract.
4. The "Company" shall not be liable for any compensation or liability for profits or losses resulting from the increase or decrease in the price of Magic Club NFT in accordance with these Terms and Conditions.
5. "Company" shall not be liable for any damage caused to "Member" or a third party due to the intention or negligence of "Member" in connection with the use of the service. However, if it is

stipulated in the relevant laws and regulations, it shall be governed by the relevant laws and regulations.

#### Article 12 (Ownership and Copyright)

1. The "company" owns the intellectual property rights and related names and stories or all rights of the Magic Club NFT. The meaning of ownership in the purchase and ownership of Magic Club NFT by "members" means ownership by smart contracts on the Ethereum network.

2. These Terms and Conditions clarify the rights to copyrights that are used personally or commercially. It allows unlimited commercial use through the original image or secondary creation as a holder of the Magic Club NFT. In addition, all rights are lost if they currently do not have Magic Club NFT on their crypto wallet or have secondary creation with experience in the past.

#### Article 13 (Application of Terms and Conditions)

1. For matters not stipulated in these Terms and Conditions, the relevant laws and regulations such as the "Company"s Terms of Service and Consumer Protection Act in Electronic Commerce, etc. shall be followed. However, if there is nothing stipulated in the relevant laws and regulations, the general commercial practices shall be followed.

2. If there is an individual written agreement between the "company" and the "member", these terms and conditions take precedence.

#### Article 14 (Applicable Act, etc.)

1. Litigation arising from a dispute between "company" and "members" in connection with transactions under these terms and conditions shall be the competent court of the Singapore court in accordance with the Civil Procedure Act.

2. Regarding the interpretation and application of these terms and conditions, Singapore law shall be the governing law.

#### Addendum

#### Article 1 (Application Date)

1. These Terms and Conditions shall apply from September 1, 2022.