

Terms & Conditions

THE AGREEMENT: The use of this website and products on this website provided by Unusual Guests (created by Claudio Baldrich) (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

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.
- d) Wallet: refers to an application that allows users to register a unique identifier, to use such unique identifier to access and to interact with the Ethereum Network, and (subject to any technological restraint), to manage information (including any form of cryptographic asset) that is attributable to that unique identifier (including, for example, transferring any information).
- e) NFT: each, an identifiable, non-fungible, non-replicable and transferrable cryptographic asset recorded on the Ethereum Network, used as proof of authenticity and proof of ownership over certain rights (as set out in these Terms) vested in the Holders.
- f) Holder: refers to the holder of an NFT
- g) Mint: refers to the successful submission of a request through an eligible Wallet, for the creation of a new block of information on a distributed ledger (the Ethereum Network), to a self-executing software (the Smart Contract), for the purposes of creating a new NFT recorded against the unique identifier of the Wallet from which the request is submitted.

2) ASSENT & ACCEPTANCE

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.

Unusual Guests is a collection of 4567 digital artworks (NFTs) made by Claudio Baldrich. 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 Unusual Guests smart contract runs on the Ethereum network, there is no ability to undo, reverse, or restore any transactions.

3) AGE RESTRICTION

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) INITIAL SALE

Accessing the Website during the Initial Sale will provide you with the ability to purchase the right to Mint one or more NFTs. Please note that, once deployed, we have no control over the Smart Contract, nor over the Gas Fees you would incur in when submitting your request to Mint the NFT/s to the network.

Payment for the right to Mint is made in ETH (being the cryptographic currency on the Ethereum Network). Therefore, please be aware that transactions in cryptographic currency may be irreversible and that, accordingly, and funds paid to an incorrect recipient may not be recoverable.

5) TRANSFER OF RIGHTS AND LICENSE

The Unusual Guests collection is built on the Ethereum blockchain. When you purchase an NFT, we transfer you the ownership of the underlying NFT completely. Ownership of the NFT is mediated entirely by the Smart Contract and the Ethereum Network: at no point may we seize, freeze, or otherwise modify the ownership of any NFTs.

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 NFT, provided that the marketplace cryptographically verifies each NFT owner's rights to display the art for their NFT

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 NFT, provided that the website/application cryptographically verifies each NFT owner's rights to display the art for their NFT 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 (T-Shirts etc.) 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 NFTs generally, provided that the marketplace cryptographically verifies each NFT 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 Unusual Guests generally, provided that the third party website or application cryptographically verifies each NFT owner's rights to display the art for their NFT 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.

6) COMPANY'S INTELLECTUAL PROPERTY

Other than the rights to the particular NFT, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to Unusual Guests, including, without limitation to, Unusual Guests and the associated logos ("Company IP"). All of these rights are expressly reserved in the name of Unusual Guests. You agree that the Company owns all rights, title and interest in and to the Company IP and that You will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, product marks or Uniform Resource Locators (URLs), without express written permission from the Company.

7) ACCEPTABLE USE

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.

a) 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.

8) FEES AND PAYMENT

If you elect to purchase an NFT through the site, any financial transactions that you engage in will be conducted solely through the Ethereum 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 Ethereum network.

Ethereum requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction.

9) PRIVACY INFORMATION

Through Your Use of the Website and NFTs, You may provide Us with certain information.

a) Information We May Collect or Receive: When You use Our Website or NFTs, We may receive information from external applications that You use to access Our Website, or We may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

b) How We Use Information: We use the information gathered from You to ensure Your continued good experience on Our website. We may also track certain aspects of the passive information received to improve Our marketing and analytics, and for this, We may work with third-party providers.

c) How You Can Protect Your Information: If You would like to disable Our access to any passive information We receive from the use of various technologies, You may choose to disable cookies in Your web browser. Please be aware that the Company will still receive information about You that You have already provided..

10) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website;
- b) Violate the security of the Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

11) INDEMNIFICATION

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.

12) THIRD-PARTY LINKS & CONTENT

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.

13) MODIFICATION & VARIATION

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 and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. 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.

14) ENTIRE AGREEMENT

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.

15) NO WARRANTIES

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.

16) LIMITATION ON LIABILITY

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. The maximum liability of the Company arising from or relating to this Agreement is limited to the greater of one hundred (\$100) US Dollars or the amount You paid to the Company in the last six (6) months. 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.

17) GENERAL PROVISIONS:

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, by 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.

j) CONTACT: For any additional information about the project, please contact us at contact@unusualguests.com