

Terms and Conditions of Sale

Between the User, as herein defined, and Seixy (the “Company”).

You, the user (hereinafter, “You”, “Your” or “User”) agree and acknowledge the following Terms and Conditions of Sale (the “Agreement”).

Any use or access of this website, application, or platform, or any such platform (the “Website”) is an acknowledgement to, and an agreement to be legally bound by the terms and conditions contained herein.

If this Agreement or any amendments thereto are unacceptable to You, then you are required to immediately cease using the Website and to take necessary steps to unlink your SEI wallet.

Definitions

- A. Agreement means these Terms and Conditions of Sale, which constitutes a legally binding agreement between the User and the Company, governing the purchase of NFTs in the context of the Sale.
- B. Artwork means the drawing and the graphic content owned by the Company and sold to the Purchaser under this Agreement.
- C. Company means Seixy as defined in the Legal Notice above.
- D. Parties means the User and the Company and “Party” refers to one of them.
- E. User means any person who subscribes to the NFTs’ sale on the Website.
- F. NFTs means the non-fungible tokens issued by the Company which represents Artwork.
- G. Sale means the issuance of NFTs by the Company from the Website.
- H. You means you as the current user or purchaser, and Party of these Terms and Conditions.
- I. Website means all content and services of the Company accessible from the <https://seixy.art> domain, its linked domain and subdomains.

Purpose

These Terms and Conditions are related to the sale of NFTs by the Company (the “Company”) on its Website. It solely governs the contractual relationship between You and the Company regarding the Sale and any related contract.

Acceptance

By accessing the Website, linking your SEI wallets and/or purchasing an NFT from the Company, you accept and agree to these Terms and Conditions without any condition or restriction:

- A. If You do not agree to this Agreement, you the User shall not participate in the Sale made by the Company or make any use of the Website.
- B. You confirm that you have the legal capacity to receive and hold and make use of the NFT under Swiss jurisdiction and any other relevant jurisdiction.
- C. You must be at least eighteen (18) years old to access and use the platform.
- D. You warrant that the purchase of any NFT from the Website will not amount to breach of any agreements with any third parties, banks or financial institutions, or any other form of agreement, or of any applicable laws of your jurisdiction, or an of a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- E. You acknowledge (i) having the necessary knowledge and understanding of the blockchain technology and the NFTs, and (ii) understand the risks associated with blockchain-based software systems and NFTs as described hereof and in the current Agreement.
- F. You understand that the purchase of NFTs can be affected by economic risks, including but not limited to partial or total loss of value.
- G. You understand that the NFTs' purchase can be affected by technological risks, including but not limited to security error or failure allowing and/or resulting in hacking and stealing of Purchaser and/or Website data; stealing or loss of the Purchaser external wallet private key or his access to the Website; risks associated with blockchains protocol and lack of transparency in NFTs industry and marketplace.
- H. You understand that the NFTs' purchase can be affected by legal risks, including but not limited to the lack of regulation and the subsequent lack of any guarantees associated with NFTs sale and exchange services; if you are not a Swiss citizen, the risk of being legally prohibited or restricted in your country; any amendment of the applicable legislation, regulations, opinions, decisions, injunctions, that may impact the existence, lawfulness, or status of NFTs.
- I. You understand that the Project can be affected by threats, including but not limited to total or partial economic and/or technical failure of the Project, including but not limited because of its early stage of development; a change in the development strategy of the Project or the modification of the Properties attached to the NFTs.
- J. You acknowledge and agree that there are significant other risks that the Company cannot anticipate since NFTs are new and untested.
- K. You represent and warrant that you understand the cryptocurrencies and NFT market, along with associated risks, expenses, and fee. To initiate certain transactions on the Website, a User must voluntarily invoke one or more smart contract operations from an SEI Wallet. All such transactions on the Website, including sale or purchases of NFTs are initiated though one or more smart

contracts at the sole discretion and at the complete risk of the Users. The smart contracts are configured to facilitate the execution of a sale or transfer an NFT. The User acknowledges the risk of smart contracts and agrees to be bound by the outcome of any smart contract operation by invoking, calling, requesting, or otherwise engaging with the smart contract, whether or not the smart contract behaves as per the User's expectations. You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology. These including, but are not limited to, risk of losing access to NFT due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavourable regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks.

- L. You understand that the NFT(s) will be purchased with SEI and that the Company has no control over gas fees collected by SEI validators. You also understand that the Company does not have the ability to reverse SEI transactions.
- M. You are entirely responsible for the safety and management of your own private SEI wallets and validating all transactions and contracts generated by this website before approval. Furthermore, as the smart contract runs on the SEI network, there is no ability to undo, reverse, or restore any transactions.

The Sale

To release the NFTs and fund the project, the Company offers NFTs from a dedicated website. The web address of this website will be given at the time of the mint. The NFT acquisition does not confer any rights on the Company or in the future development.

The NFT's price is determined at the moment of Your purchase. You expressly agree that the price is subject to changes.

If you are a Swiss resident, you must contact the Company prior to the Sale at the following email address : seixy1@protonmail.com with a copy to seixynfts@protonmail.com.

By participating in the purchase of NFT, the buyer confirms that he/she is in compliance with the regulations of his/her country as well as with the regulations of Switzerland.

Indemnification

To the fullest extent permitted by applicable law, You undertake to indemnify, defend and hold harmless the Company from and against all claims, demands, actions, damages, losses, costs and expenses (including attorneys' fees) that arise from or relate to (i) your Subscription or use of the NFTs; (ii) your responsibilities or obligations under this Contract; and (iii) your breach of this Contract. You may not infringe the reputation of the Company or any of its interests.

Force Majeure Event

The Company shall not be liable for its failure to perform any of its obligations to Purchaser hereunder, during any period in which such performance is delayed by circumstances beyond its reasonable control ("Force Majeure Event"). The Parties expressly agree that a failure of a blockchain protocol or technology (e.g., a wallet) will be considered as a Force majeure Event.

Amendment or Update

At its sole discretion and without prior notice, the Company may amend, change, update or add to the current Terms and Conditions.

IP Rights

You acknowledge without limitation that all intellectual property rights mentioned on the Website are the sole property of their respective owners. References to any product, platform, third-party service do not constitute recommendations or endorsements from the Company regarding them.

Right of Withdrawal

By purchasing Company's NFTs, You accept that You will not have any right of withdrawal or cancellation right of the NFTs' purchase, without any restriction or condition.

Non-Waivers

Any failure of the Company to exercise or enforce any right of these Terms and Conditions will not constitute a waiver or a limit of such right.

To waive any of its rights, the Company shall solely (i) expressly and (ii) in writing waive its right.

Entire Agreement

These Terms and Conditions constitute the complete and exclusive understanding and agreement the Company has with You regarding the Sale. They shall supersede any prior agreements, including in the event of a conflict.

Contact and Notices

If You have any questions regarding this Agreement, please contact the Company at the following address seixy1@protonmail.com and a copy to seixynfts@protonmail.com.

Language

This Contract may be written in other languages. In the event of a dispute, only the English version shall prevail.

Applicable Law and Jurisdiction

This Agreement and any contractual relationship arising from the Sale are governed by Swiss law solely.

No legal action may be brought against the Company without prior formal notice by registered letter acknowledging receipt.

In a dispute, the Purchaser agrees to seek an amicable settlement before any legal action. The Purchaser undertakes to inform the Company at the following address: seixy1@protonmail.com and a copy to seixynfts@protonmail.com.

He shall specify its contact details and provide any information allowing us to appreciate the origin and the implications of the dispute.

Unless otherwise required by law and failing to reach an amicable solution to the dispute, the Parties irrevocably consent that the competent courts of the Republic and Canton of Geneva and/or Switzerland federal court shall have exclusive jurisdiction to resolve any dispute which may arise in connection with this Contract.