

# Terms and Conditions

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Welcome to Artpool, a platform available as a website at [www.artpool.xyz](http://www.artpool.xyz). Artpool is the online platform bridging the physical art world and the digital art world, providing a safe space for Curators, Institutions, Artists and Users to interact.

THESE ARE THE TERMS AND CONDITIONS ("**TERMS**") APPLICABLE TO ALL SERVICES AND PRODUCTS OFFERED ON ARTPOOL. PLEASE READ THEM CAREFULLY, AS WELL AS OUR PRIVACY POLICY, BEFORE PROCEEDING. THEY SET OUT THE CONTRACTUAL BASIS BETWEEN YOU AND US AND SHALL APPLY TO ANY TRANSACTION OR ACTIVITY CONDUCTED IN ARTPOOL, REGARDLESS OF THE CHANNEL.

BY ACCESSING ANY CONTENT AVAILABLE AT ARTPOOL, REGISTERING, SIGNING IN, PURCHASING SERVICES, OR SIMPLY USING OUR SERVICES, YOU (HEREBY REFERRED TO AS "**YOU**" OR "**CUSTOMER**") ARE ACKNOWLEDGING THAT YOU HAVE READ AND AGREE TO THE TERMS, AS WELL AS TO THE PRIVACY POLICY, WHEN PURCHASING SERVICES AND PRODUCTS FROM US, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT).

If you do not agree to these terms, please do not access or use this website.

## 1. OWNERSHIP

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- 1.1 Artpool is owned and operated by PWA Art Corporation, Lda, a limited company incorporated under the laws of Portugal. We are registered in Portugal under Portuguese VAT number 515531979 and have our registered office at Rua da Lapa, 126, 1200-061 Lisbon, Portugal.
- 1.2 Although Artpool and Art Curator Grid are owned by us, they are different services, subject to different terms and conditions. However, subject to your request, you consent that we may use your profile data and options in one of these services to set up your profile on the other and allow you to use both services in an integrated way.
- 1.3 This company, together with any subsidiaries, parent companies and subsidiaries of parent companies, will be referred in these Terms as "us" or "we".

## 2. DEFINITIONS

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- 2.1 "Art Curator Grid" means the online community known commercially as Art Curator Grid and accessible via [www.artcuratorgrid.com](http://www.artcuratorgrid.com).
- 2.2 "Asset" means the individual, unique, and original asset (be it an Artwork, a ticket, a collectible, or any other mintable asset) underlying the Minted NFT.
- 2.3 "Artists" means a Customer whose account has been verified by us as an Artist account, with the privileges, rights and obligations provided in these Terms.
- 2.4 "Artwork" means visual and audio-visual works, animations, audio, photographs, 3D works, GIFS, and other creative works.
- 2.5 "Curator" means a Customer whose account has been verified by us as a Curator

account, with the privileges, rights and obligations provided in these Terms.

- 2.6 "Institutions" means a Customer whose account has been verified by us as an Institution account, with the privileges, rights and obligations provided in these Terms.
- 2.7 "Mint" and "Minting", refers to the technological process by which NFTs of Assets are created. By way of a Smart Contract, certain rights over an Asset becomes immutably registered on a blockchain and identified by a unique token that can be transmitted. "Minted" means that this process has been concluded and an NFT generated.
- 2.8 "NFT" (short for non-fungible tokens) means a digital record pertaining to a unique and particular Asset, containing information on ownership and rights attached to such record, that is immutably recorded on a public blockchain and may be transmitted by way of a Smart Contract.
- 2.9 "Owner" means the Customer who, at the time of Minting, has the necessary and sufficient rights (either directly or indirectly), including but not limited to property rights, copyrights, and other intellectual property rights, to legitimately and validly Mint the NFT of a certain Asset.
- 2.10 "Smart Contract" means a program that runs on a blockchain, is immutable once launched, and independently (meaning, without any central control) governs the rules for receiving, sending and completing a certain transaction.

### 3. SERVICES

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- 3.1 On Artpool, we provide the following services:
- (a) A tool to mint NFTs ("**NFT Minting Tool**");
  - (b) A marketplace where Institutions, Curators and/or Artists can sell or auction, and any Customer can buy or bid in, NFTs ("**NFT Marketplace**").
- 3.2 By using our services, and for the time you remain a Customer or an NFT of your Artwork (or other Asset) legitimately remains on sale (whichever happens later) , you acknowledge, understand, and agree that by Minting or offering for sale an NFT on Artpool you are hereby granting to us of a worldwide, non-exclusive, assignable, sub-licensable, royalty-free license to use, copy, perform, reproduce, distribute and display the Artwork (or other Asset) you submit to us on Artpool, including without limitation, the express right to:
- (a) display or perform the Artwork (or other Asset) in our marketing materials and in our websites or apps;
  - (b) indexing the Artwork (or other Asset) in electronic databases, indexes, catalogues, the Smart Contracts, or ledgers; and
  - (c) hosting, storing, distributing, and reproducing one or more copies of the Asset within a distributed file keeping system, node cluster, or other database or causing, directing, or soliciting others to do so.

all of the above, exclusively for marketing and communication purposes related to Artpool.

#### **4. NFT MINTING**

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- 4.1 Artpool provides a technological service that allows certain duly authorized Customers to Mint NFTs and to define certain terms and conditions that shall govern the NFT and be included in the Smart Contract, namely information related to the Owner of the NFT, the apportionment of revenues and/or royalties, conditions of transfer, among other rules.
- 4.2 To Mint an NFT at Artpool, the authorized Customer must (i) provide mandatory information about the Asset, (ii) provide evidence of title and sufficient rights over the Asset, (iii) upload the digital file containing a representation of the Asset, (iv) establish the special terms and conditions governing the NFT, if any, and (v) initiate a Minting request.
- 4.3 Breach of the NFT Minting rules, representations and warranties may lead, without limitation, to the suspension or deletion of the breaching Customer's account, revocation of the Minting privileges, delisting of NFTs from the platform, and a request for reimbursement of monetary damages incurred by Artpool or any of their Customers.
- 4.4 Under certain circumstances, we may accept Minting an NFT, on your behalf and for your benefit in accordance with your specifications (to the extent feasible and reasonable). In this case, all the provisions on this Clause 4 must apply to you (including any applicable representations and warranties). The provision of this service may be charged, at a price to be communicated to you prior to Minting.

##### Minting by Artists

- 4.5 An Artist Minting an NFT at Artpool expressly represents and warrants to Artpool and to any Customer that (i) they are the Owners, (ii) have personally created the Asset, (iii) have sufficient rights to Mint the NFT and grant the rights contained therein, and (iv) that the sale, display or performance of their Minted NFTs on Artpool is not a violation of any agreement, contract, or obligation owed to a third-party.
- 4.6 They further represent and warrant that they have read and agree to these Terms, are knowledgeable of the technological processes and risks involved in the Minting of NFTs on the blockchains used by us, are aware and accept the rules and conditions of the Smart Contract and the full extent of rights attached to the NFT by way of Minting.
- 4.7 Artists are strictly prohibited from Minting NFTs consisting of unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Artist, not authorized for use by the Artist, not in the public domain, or otherwise without a valid claim of fair use. Artists can only Mint Artworks that they have personally created and/or have full intellectual property rights over, and must refrain from Minting Artworks to which copyright ownership is unknown or disputed (i.e., commissioned works or "works made for hire").
- 4.8 To the extent an Artwork contains unoriginal content, the Minting Artist further represents and warrants that it has permission to incorporate the unoriginal content.

##### Minting by an Institution or Curator

- 4.9 An Institution or Curator Minting an NFT at Artpool makes the same representations and warranties as an Artist, where applicable, in regards to the Asset being Minted. They further represent and warrant that, when Minting an NFT in a capacity other than as an Owner (for example, when Minting an NFT on behalf of, or pursuant to an agreement with, an Owner), the Minting of such NFT is duly authorized by the Owner in writing, and the Owner specifically agreed to all the terms and conditions included in the Smart Contract for that NFT, namely in respect to the apportionment of revenues

and/or royalties. Institutions, Curators and Owners shall request and use, for this purpose, an "Artpool NFT Agreement", by sending an email to legal@artpool.xyz.

## **5. NFT MARKETPLACE**

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- 5.1 The NFT Marketplace provides you with the opportunity to sell, purchase, bid on, collect, and otherwise transact NFTs. At Artpool, we facilitate technologically the transactions between buyer and seller of an NFT, but we are not a party to any agreement between buyer and seller on the NFT Marketplace.
- 5.2 Should there be a dispute between buyer and seller, the parties agree that Artpool has the right (but not the obligation) to issue a final decision and settle the matter.

### Selling NFTs

- 5.3 By selling/auctioning, or offering to sell/auction, an NFT at Artpool, you hereby represent and warrant that you are the Owner of the Asset, or you are legally authorized by the Owner (for example, you were granted an NFT License) to offer and sell/auction the NFT on the NFT Marketplace.
- 5.4 In order to list any NFT not Minted at Artpool for sale/auction on the NFT Marketplace, you must (i) obtain authorization from us and provide any requested documents and (ii) deposit the NFT for sale for custody with Company until such time as the NFT is sold or you decide to remove the NFT from the NFT Marketplace. For clarity, we have no obligation or liability to you for keeping, storing, or helping you recover any Asset associated with your NFTs.

### Bidding or Purchasing NFTs

- 5.5 By bidding on, or offering to purchase, an NFT, you hereby acknowledge and accept that such bidding or offer is legally binding and once accepted by the seller, creates a complete and enforceable contract. You therefore agree to temporarily send and lose control over the fiat or crypto amount payable under your bid/offer, to a Smart Contract, which will be configured to independently hold, pay or release your funds depending on whether the seller unilaterally accepts or rejects your offer.
- 5.6 By purchasing an NFT, you hereby acknowledge and accept that when you acquire an NFT of an Asset, you are not acquiring the Asset, but a set of rights (the NFT License), recorded in the blockchain, over a digital copy of the Asset. You acknowledge and agree that the Owner (or, as applicable, their licensors), following your purchase, continues to own all legal rights, title and interest in and to the Asset, and all intellectual property rights therein, limited only by the NFT License.
- 5.7 In certain cases, we may help to evaluate or provide you with information about a seller of an NFT. However, such information is provided for informational purposes only. You bear full responsibility for verifying the authenticity, legitimacy, identity of any NFT you purchase on the NFT Marketplace. We make no guarantees or promises about the identity, legitimacy, or authenticity of any NFT on the NFT Marketplace.
- 5.8 According to the terms of your NFT License, we may offer the possibility to obtain a printed, physical copy of the Artwork. This service, and the delivery of the printed copy, is procured by us on your behalf and provided to you by a third-party. Their applicable terms and conditions and the costs involved shall be provided to you when contracting this service.
- 5.9 You hereby acknowledge and agree that if pursuant to your NFT License, you choose to obtain a printed physical copy of an Asset, such copy has no commercial value, may not be used for any purpose other than for private non-commercial use, and may not be sold in any circumstance without the prior written agreement of the Owner of the

Asset.

#### NFT License

- 5.10 Unless otherwise provided in an NFT specific conditions, by acquiring an NFT at Artpool you are being granted a worldwide, non-exclusive, transferable, royalty-free license to use, copy, print the Asset once (and only once) in a physical medium, and display the purchased NFT, solely for the following purposes:
- (a) for your own personal, non-commercial use;
  - (b) as part of a marketplace that permits the purchase and sale of your NFT, for that sole purpose, and subject to these Terms; or
  - (c) as part of a third-party website or application that permits the inclusion, involvement, or participation of your NFTs; provided that the marketplace/website/application cryptographically verifies each NFT owner's rights to display the Asset for their purchased NFTs, to ensure that only the actual owner can display the Asset.
- 5.11 The buyer agrees that it may not, nor permit any third-party, to do or attempt to do any of the foregoing without the Owner's express prior written consent in each case:
- (a) modify, distort, mutilate, or perform any other modification to the Asset which would be prejudicial to the Owner's reputation;
  - (b) use the Asset to advertise, market, or sell any third-party product or service;
  - (c) use the Asset in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
  - (d) incorporate the Asset in movies, videos, video games, or any other forms of media for a commercial purpose, except to the limited extent that such use is expressly permitted by these Terms or solely for your personal, non-commercial use;
  - (e) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Asset;
  - (f) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Asset;
  - (g) attempt to Mint, tokenize, or create an additional cryptographic token representing the same Asset; and
  - (h) falsify, misrepresent, or conceal the authorship of the Asset.

#### **6. SPECIAL PURPOSE SALES**

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- 6.1 On the NFT marketplace, Institutions, Curators and Artists may initiate special purpose sales. Special purpose sales are sales organized for a limited time period, with a special purpose such as launching a collection, advertising an initiative, or raising funds for a project through the sale of particular NFTs.
- 6.2 For the avoidance of doubt, you acknowledge and accept that the special purpose sales feature of the NFT Marketplace is not a form of crowdfunding, as the goal is not to request funds from individuals to attain a certain goal, but to organize and market

the sale of certain goods in connection with a stated purpose.

- 6.3 By agreeing to purchase an NFT sold on a special purpose sale, you are solely agreeing to acquire that NFT, regardless of the successful achievement of any stated purpose of the sale. .
- 6.4 If you wish to purchase at a special purpose sale at Artpool, you hereby acknowledge and accept that: (i) we do not make any representation or warranty in relation to the stated purposes of the sale, and we accept no liability whatsoever in relation with claims that may arise out of any fraud, inaccuracy, infringement or misrepresentation caused by the organizer of such sale; (ii) you are liable for making your own due diligence in regards to the special purpose sale.

## **7. PAYMENT AND DELIVERY**

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- 7.1 Payment at Artpool, for any of the services, can be made by way of (i) a third-party payment services provider, in any accepted fiat or crypto or (ii) with any crypto wallet supported for payments at Artpool from time to time, in any accepted crypto.
- 7.2 In order to receive NFTs purchased at Artpool, you must create an account, and share your address for that account, with a wallet that, from time to time, supports Artpool NFTs. You may find information on such wallets on this link. Any NFT purchased by you at Artpool will be transferred to your wallet address.

## **8. VALUE, FEES AND ROYALTIES**

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- 8.1 Certain transactions or operations at Artpool are subject to the payment of the following fees or commissions to Artpool, which are automatically and independently collected at the point of payment in accordance with the relevant Smart Contract rules:

<b>Transaction</b>	<b>Fee/Commissions</b>	<b>Charged to</b>
Primary Sale on NFT Marketplace	15%	Seller
Secondary Sale on NFT Marketplace	3%	Buyer

- 8.2 In addition to the fees above, Customers acknowledge and accept that all transactions facilitated via Smart Contracts require the payment of a transaction fee ("**TX Fee**") for every transaction that occurs on the blockchain network of the Smart Contract. The value of the TX Fee is not fixed by Artpool and changes constantly. The fact that the TX Fee for a given transaction was unknown, too high, or otherwise unacceptable to a Customer does not entitle the Customer to any claim regarding the validity of the transaction. Customer also acknowledge and agree that TX Fees are non-refundable.
- 8.3 We are not responsible for any transactions occurring outside of Artpool in relation to NFTs that were Minted or transacted before at Artpool. Customers hereby waive any entitlement to royalties, commissions, or fees for such off-market transactions and irrevocably releases, acquits, and forever discharges Artpool and its subsidiaries, affiliates, officers, and successors of any liability for royalties, fines, or fees not received by the User from any off-market transaction.

## **9. RESALE**

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The resale of NFTs purchased at Artpool is only permitted within Artpool, unless otherwise agreed with us, and shall be subject, in respect of royalties and other price sharing conditions, to the terms and conditions defined in the Smart Contract of the original

sale.

## **10. BLOCKCHAIN PLATFORM**

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- 10.1 Artpool is a licensor of the Unique Network NFT Marketplace technology, under an Apache License 2.0.
- 10.2 Crypto transactions made at Artpool are managed and confirmed via the Kusama, Polkadot blockchains. You acknowledge that your public addresses on those blockchains will be made publicly visible whenever you engage in a transaction at Artpool.
- 10.3 You understand and acknowledge that we do not control the blockchain, nor the costs of transacting in it. You represent and warrant that you understand how the blockchain used by us works, how its operability, access, rules, trustworthiness and security may be affected by technical or other developments out of our control, and thereby hereby waive in full any claim against us arising from or related with the use of that blockchain.

## **11. CUSTOMER DUE DILIGENCE**

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- 11.1 In order to have an Artist, Institution or Curator account, you must provide us with accurate and complete information when you create an account at Artpool, including documentation evidencing the accuracy of the information provided, if so required. In doing so, you also agree to maintain and promptly update, as necessary, your account information.
- 11.2 Other Customers may also be required to provide certain information upon registration.
- 11.3 Such information about you is collected in accordance with our Privacy Policy, and is processed as described therein.

## **12. THIRD-PARTY SERVICES**

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- 12.1 We do not own nor control any wallet providers, third-party payment service providers, the blockchain platforms we use, or any other third-party site, content, product, or service ("**Third-party Services**") that you might access, visit, or use (even when linked by us) for the purpose of enabling you to use the various features of Artpool. You understand and accept that we will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damages or losses that you may suffer directly or indirectly as a result of your transactions or any other interaction with any such third parties.
- 12.2 You are responsible for reviewing and accepting the applicable terms and policies, including privacy and data gathering practices, of any Third-party Service you use in connection with Artpool.

## **13. LIABILITY**

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- 13.1 WE SHALL NOT BE LIABLE TO YOU FOR CONTRACT, TORT, OR ANY OTHER TYPES OF DAMAGES, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO PARTICIPATION IN OR THE OUTCOME OF AN ARTPOOL TRANSACTION, WHETHER OR NOT ARTPOOL HAS BEEN ADVISED OR KNEW OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2 ARTPOOL'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN ALL CASES BE LIMITED TO, AND UNDER NO CIRCUMSTANCES SHALL EXCEED, THE NUMBER OF PROCEEDS ACTUALLY RECEIVED BY ARTPOOL ARISING OUT OF THE DAMAGE AFTER DEDUCTING ALL COSTS, FEES,

AND LIABILITIES INCURRED BY OR ON BEHALF OF ARTPOOL.

- 13.3 YOU HEREBY AGREE TO INDEMNIFY ARTPOOL AND BE HELD LIABLE FOR ANY CLAIM AGAINST ARTPOOL ARISING OUT OF YOUR BREACH OF THESE TERMS. YOU HEREBY RELEASE AND FOREVER DISCHARGE ARTPOOL FROM ANY DAMAGES OR CAUSES OF ACTION RESULTING FROM YOUR MINTING, SELLING OR BUYING ANY NFT AT ARTPOOL IN BREACH OF THESE TERMS.
- 13.4 WE AND OUR SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, AND LICENSORS DISCLAIM ALL CONDITIONS, WARRANTIES, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.
- 13.5 WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE COMPLETENESS OR ACCURACY OF ANY CONTENT MADE AVAILABLE ON OR THROUGH ARTPOOL OR ABOUT THE VALUE OR TITLE OF NFTS ACQUIRED AT ARTPOOL.
- 13.6 WE WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) ANY INTERRUPTION IN ARTPOOL'S SERVICE; (C) ANY UNAUTHORIZED AND/OR ILLEGAL ACCESS TO OR USE OF OUR SERVERS OR OF ANY PERSONAL INFORMATION; (D) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF ARTPOOL; (E) ANY MALWARE OR BUG WHICH MAY BE TRANSMITTED ON OR THROUGH THE SITE OR SERVICES BY ANY THIRD PARTY; (F) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED OR SHARED THROUGH THE SITE OR SERVICES; OR (G) LOSS OR DAMAGE CAUSED BY ANOTHER USER'S VIOLATION OF THESE TERMS.
- 13.7 WE WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES, OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES
- 13.8 Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section, which shall all be read as applicable to the maximum extent permitted by applicable law. If you are in such a jurisdiction, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted by applicable law. You agree to indemnify and hold harmless our company and its affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms by you, a co-conspirator, or anyone using your account. If we assume the defence of such a matter, you will reasonably cooperate with us in such defence.

**14. UNLAWFUL USE**

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- 14.1 Certain conducts are considered unlawful and/or prohibited at Artpool, and may lead to the immediate suspension or termination of your account, without limitation to any legal proceedings that we may start against you:
- (a) Engaging in any anti-competitive conducts, such as deceptively influencing, misrepresenting or causing the value of an NFT at Artwork to artificially devalue or inflate, simulating demand, engaging in fraudulent bidding schemes or otherwise attempt to manipulate market rules. This includes bidding on, or purchasing of, your own NFTs, as a means to artificially create demand or influence prices;
  - (b) Using Artpool for the purposes of money laundering, financing terrorism, or



committing any other financial crimes or illegal activity. Should we become aware or suspicious of any illegal activity, we will report, to the extent permissible, such activities and/or suspicions to the relevant legal authorities;

- (c) Disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content;
- (d) Distributing malware or any other items of destructive or deceptive words;
- (e) Infringing third-party rights, particularly but not limited to, intellectual property rights, privacy rights, or publicity rights;
- (f) Impersonating another person, in any way, or behaving in a way that can be considered to defame, abuse, extort, harass, stalk, threaten or otherwise violate or infringe the legal rights of others;
- (g) Exploiting Artpool for unauthorized commercial purposes;
- (h) Modifying, adapting, translating, or reverse engineering, without our authorization, any portion of Artpool;

14.2 If you suspect that one or more of our users are in violation of these Terms, please contact us at [legal@artpool.com](mailto:legal@artpool.com).

## **15. NON-CUSTODIAL SERVICE PROVIDER**

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15.1 You hereby acknowledge that we are a non-custodial service provider. Artpool was created to enable Customers to directly access the services and operate independently with the use of Smart Contract. At no point does Artpool obtain custody, possession or control of any of your Assets, NFTs or cryptocurrency committed to a Smart Contract transaction.

## **16. OUR INTELLECTUAL PROPERTY**

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16.1 We reserve all rights with respect to the design and content of Artpool. In particular, you must not misappropriate the design or content of Artpool and must not alter or deface such design or content in any way. We grant no license to use any text, photos, graphics, logos, content and other materials displayed at Artpool. We will pursue all available legal remedies against any infringement of our intellectual property rights.

16.2 All of our text, photos, graphics, logos, content and other materials on Artpool (including, but not limited to, the words "Artpool", the "Artpool" logo and other related and ancillary elements) are protected by copyright, trademark and other applicable laws in the several jurisdictions where we act. In particular, all trademarks, trade names and logos displayed on Artpool are our property.

16.3 Excepted from the foregoing are the text, photos, graphics, logos, content and other materials that are owned by our Customers and uploaded to Artpool for the purpose of illustrating the products and services offered by them.

## **17. CUSTOMER SERVICE**

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- 17.1 We welcome your questions and suggestions. At Artpool, there is a chat function that allows you to connect with a customer service representative that will reply to any queries in the shortest time possible.
- 17.2 We do our best to reply within the first 48 hours, but we may take longer, depending on the issue and the number of requests we are getting from time to time.
- 17.3 In case the Customer, for any reason, needs to get in contact with us, please use the following address – [legal@artpool.com](mailto:legal@artpool.com).

## **18. SECURITY**

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- 18.1 We reserve the right to terminate, suspend or restrict your access to any account if there is reasonable suspicion by us that the person logged into your account is not you or if we suspect that the account have been or will be used for any illegal, fraudulent, or unauthorized purposes.
- 18.2 Under no circumstances shall we or indemnified persons in accordance with these Terms be responsible or liable for any direct or indirect losses (including loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity due to any such termination, suspension or restriction of access to any account.
- 18.3 You are solely responsible for the security of your account and your wallets. You agree to undertake to maintain at all times adequate security and control of all of your account details, passwords, personal identification numbers or any other codes that you use to access Artpool. You must notify us immediately of any breach of security, loss, theft, or unauthorized use of your username, password or security information at [legal@artpool.com](mailto:legal@artpool.com).

## **19. MINIMUM AGE**

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- 19.1 Artpool is not intended for Customers under 18 years old, except if you are 13 or older and acting under the supervision of a parent or guardian. In that case, then you agree to review these terms with your parent or guardian to make sure that both you and your parent or guardian understand and agree to these terms. You agree to have your parent or guardian review and accept these terms on your behalf. If you are a parent or guardian agreeing to the terms for the benefit of a child over 13, then you agree to and accept full responsibility for that child's use of the platform, including all financial charges and legal liability that he or she may incur.

## **20. RISKS**

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- 20.1 Using Artpool, and the blockchain, Smart Contract, and NFT technology, comes with certain risks that you hereby acknowledge and consent to. Such risks include, but are not limited to:
- (a) The prices and value (including resale prices and value) of NFTs purchased at Artpool are extremely volatile, and may be influenced or manipulated by events and/or third-parties not controlled by us. You accept that we are not a fiduciary nor owes any duties to you in regards to fair pricing or policing other Customer's behavior;
  - (b) There is no guarantee that an NFT acquired at Artpool will have or retain any value in the future;
  - (c) Your ability to access and transact NFTs may rely on hardware and software components not controlled by us, which may become unusable, out of date, inaccessible to all, or to which you particularly may lose access, either by your

own fault or by the fault of others. You accept that Artpool is not liable for any loss or damage arising from such an event;

- (d) Upgrades, hard forks or other changes, or malfunctions, to the blockchain used by us may have unintended, adverse effects on all Smart Contracts using such blockchains, including without limitation the NFTs acquired at Artpool. You accept that Artpool is not liable for any loss or damage arising from such an event;
- (e) It may be unclear, or subject to change, how legislation applies to NFTs in your jurisdiction, namely tax legislation. You are fully liable for any tax related liability related to your NFTs, and agree to fully indemnify us for any tax-related claims made against us in relation to your NFTs;
- (f) Smart Contracts and blockchain transactions are immutable and may not be amended if incorrectly or mistakenly created. You hereby acknowledge and accept that once you have initiated a transaction, you are taking full responsibility for it and accepting liability for any outcome.

## **21. TERMINATION**

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- 21.1 Should you breach these Terms, we reserve the right to unilaterally suspend or delete your account, to revoke your minting privileges and other permissions to use Artpool, to delist your minted NFTs, or to request the payment of monetary damages. You agree that any suspension or termination of your access to the Platform may be without prior notice and that we will not be liable to you or to any third-party for any such suspension or termination.
- 21.2 You may terminate these Terms at any time by cancelling your account at Artpool and discontinuing your access to and use of Artpool. You are not entitled to any refunds if you cancel your account, or otherwise terminate these Terms.

## **22. MISCELLANEOUS**

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- 22.1 If it is illegal or prohibited in your country of origin to access or use Artpool, then you shall not do so and in doing so you are breaching these Terms. Those who choose to access Artpool do it on their own initiative and are responsible for compliance with all local laws and regulations.
- 22.2 These Terms, together with the Privacy Policy, set forth the entire agreement between you and us with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.
- 22.3 All our team members, including officers, employees and contractors, and related entities, as well as our Customers, are intended third-party beneficiaries of these Terms. Theirs, and our rights under these Terms, may only be further waived by them or by us in writing.
- 22.4 The English version of these Terms and any other rules available at Artpool shall prevail over any translations available therein.
- 22.5 You may direct any complaints to us by writing to the email address [legal@artpool.xyz](mailto:legal@artpool.xyz). We will try to revert to you within 5 business days with a solution or explanation.
- 22.6 You may not assign or transfer any rights or obligations under these Terms without our prior written consent. Artpool may assign this Agreement without your prior consent to any of Artpool's affiliates, or to its successors in interest of any business associated with the services provided by Artpool. This Agreement shall be binding upon the permitted assigns or transferees of each party.

- 22.7 In the event any provision of these Terms is determined to be invalid or unenforceable, such provision shall be deemed severed from the remainder of these Terms and replaced with a valid and enforceable provision as similar in intent as reasonably possible to the provision so severed, and shall not cause the invalidity or unenforceability of the remainder of these Terms.
- 22.8 You acknowledge that we may modify, change, amend, or replace these Terms from time to time, without prior warning. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right you may have to receive specific notice of such changes or modifications. Use of Artpool by you after any modification to these Terms constitutes your acceptance of the Terms as modified.
- 22.9 We may, at any time and without liability or prior notice, modify or discontinue all or part of Artpool (including access to Artpool via any third-party links).

### **23. GOVERNING LAW AND JURISDICTION**

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- 23.1 These Terms, the transactions between Customers and us made through Artpool, and any disputes relating to these Terms or your use of Artpool, shall be governed in all respects by the laws of Portugal and shall be resolved exclusively in the courts of Portugal.
- 23.2 For any disputes arising against us, our Customers have also the right to resort to means of alternative conflict resolution, namely the European Online Dispute Resolution Platform (<http://ec.europa.eu/consumers/odr>) or the CNIACC - Centro Nacional de Informação e Arbitragem de Conflitos de Consumo, +351 213 847 484, email: [cniacc@unl.pt](mailto:cniacc@unl.pt). You can find more information at [www.consumidor.pt](http://www.consumidor.pt).