

# Fairytales and Conspiracies

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## Terms and Conditions

(hereinafter „TaC“)

The website [www.fairytalesandconspiracies.art](http://www.fairytalesandconspiracies.art) (hereinafter: "Shop") is an offer of Action Press AG, Wielandstraße 3, 60318 Frankfurt am Main; e-mail: <mailto:ir@actionpress.de> (hereinafter: "Provider"). The following provisions apply to this:

### 1 General Terms and Conditions

- 1.1 Customers of the Provider are enabled via the Shop to purchase unique art objects in accordance with the following terms and conditions.
- 1.2 These TaC apply to all services offered by the Provider to customers via the Shop. By activating the check box "I hereby agree to these legal Terms", the customer accepts the TaC valid at that time. The current version of the TaC can be viewed at any time at the following link [www.fairytalesandconspiracies.art/doc/terms.pdf](http://www.fairytalesandconspiracies.art/doc/terms.pdf). In addition, there is the possibility of storage in accordance with Clause 5.5.
- 1.3 The deliveries, services and offers of the provider are exclusively based on these TaC in the version valid at the time of the conclusion of the contract, even if the offer is accessed from outside the Federal Republic of Germany.
- 1.4 These TaC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that the provider has expressly agreed to their validity. The Provider does not recognise any conflicting or deviating General Terms and Conditions and hereby expressly objects to them. Conflicting TaC of the customer shall only form the basis of the contract if the supplier expressly agrees to them in writing.
- 1.5 Purchasers may be both consumers and entrepreneurs. A "consumer" within the meaning of the following provisions shall be understood to be any natural person who concludes a legal transaction for a purpose that can be attributed neither to his commercial nor to his independent activity, pursuant to § 13 of the German Civil Code (BGB). According to § 14 German Civil Code (BGB), an "entrepreneur" within the meaning of the following provisions shall be understood to be any natural or legal person who, when concluding a legal transaction, acts in the exercise of his commercial or self-employed professional activity. Deviating provisions may apply to entrepreneurs, provided that this is stipulated in these TaC.
- 1.6 Persons and companies who have their registered office or place of residence or permanent abode in countries in which the offering of cryptographic tokens is not permitted or are noted on the FATF's current list of high-risk and other supervised countries ([here](#)) are excluded from purchases in the Shop.
- 1.7 The contractual language is English.

### 2 Conclusion of contract, object of purchase and minting

- 2.1 The presentation of the products shown in the Shop does not constitute a binding application for the conclusion of a purchase contract, but is to be understood as a non-binding invitation to customers to make an offer to purchase.
- 2.2 The Shop enables customers to generate and purchase unique Non-Fungible Tokens (hereinafter "NFT") from the "Fairytales & Conspiracies" collection. The collection consists of digital videos accompanied by music (hereinafter referred to individually as "Liquid Posters"). The purchaser is enabled via the shop to

generate an NFT from individual still images of the Liquid Posters (hereinafter individually: "Frame") and to purchase it in accordance with these TaC. The NFTs are generated according to the personal specifications of the customers and may not be used for investment purposes. The Provider does not provide investment advice or other financial services.

- 2.3 If a purchase agreement is concluded in accordance with 2.5, the Buyer shall receive (1) an NFT, (2) a unique digital copy of the frame in Joint Photographic Experts Group (jpg) format (7087 x 9449 pixels), and (3) an art print of the frame in 59.4 x 79.4 cm format, which shall be hand-signed by the Artist. The NFT serves as a utility token as proof of ownership in accordance with § 807 of the German Civil Code (BGB) of the rights granted under clause 4. Unless expressly agreed, the purchaser shall not be granted any rights of ownership distribution, revenue or liquidation rights in the media content associated with the NFT or any other property or other right in relation to the Provider.
- 2.4 The NFT is created via an ERC-1155 standard smart contract on the Ethereum blockchain and references a media file as determined in 2.6. A prerequisite for receiving an NFT is thus that the buyer has a corresponding wallet on this blockchain.
- 2.5 A purchase contract is concluded as described below: The customer selects frames of the Liquid Posters presented in the shop by clever clicking and selects them for purchase. By clicking on the "add to cart" button, the customer can place the selected frame in a virtual shopping cart. After selecting the items in the shopping cart, the customer can click on the shopping cart symbol to go to the check-out area. There, an input mask opens in which the customer can enter the required order and address data. In the following step, clicking on the "Continue" button opens an overview page which summarises the essential item details again, including any costs incurred. This allows the customer to check the order for completeness and correctness and, if necessary, to correct it by clicking the trash can symbol in the red bar. By clicking on the button "confirm & choose payment method", the customer is taken to a page where the customer can select the desired payment method. By completing the respective payment method, the customer makes a binding offer to purchase the goods placed in the shopping cart.
- 2.6 If the payment transaction was successful after the customer has submitted the offer, the customer will receive a confirmation e-mail as acceptance of the contract, whereby a purchase contract is concluded. The payment transaction is deemed to have taken place when the Vendor (1) can dispose of the entire sales price when paying in EUR or (2) when paying in ETH, the complete transfer of the ETH amount appears in the Vendor's specified crypto wallet and the completed transaction has been fully documented in the Ethereum blockchain. Upon completion of the payment process, the frame selected by the Customer in accordance with section 2.5 will be stored in the InterPlanetary File System (IPFS) network and can be accessed via it. The Provider shall bear the costs incurred for the IPFS hosting for 6 months from the conclusion of the contract in accordance with Clause 2.5. After this period, the Customer shall ensure the hosting on his own responsibility and at his own expense.
- 2.7 The customer receives an overview of the details of the order with the confirmation e-mail in accordance with Clause 2.7. By clicking on the button "Proceed to claim your NFTs", the customer is taken to an overview page where he verifies his entitlement to the NFT by entering his first and last name as well as the order number. They can also enter the wallet address to which the NFT is to be transferred. Clicking on the "Continue" button takes the user to a page where the previously defined security question must be answered correctly. If all the details are correct, clicking on the "Submit" button takes the customer to a page on which the delivery of the NFT is confirmed. The obligation to provide the NFT shall be deemed to have been fulfilled if the provider can prove that the NFT has been sent to the wallet address provided by the buyer.
- 2.8 2.8.2.20 The Provider is entitled to provide the services to be provided and related services in connection with the Platform itself or through third parties ("Subcontractors"). The Provider shall only commission subcontractors with their registered office in the European Union or the European Economic Area ("EU/EEA") to provide services to the Customer.

### **3 Rights and obligations of the customer**

- 3.1 The purchaser is obliged to provide the data requested in the order process in accordance with section 3.1 completely and correctly and to check the order details for correctness before sending them. The data

and in particular the information on the security question must be stored in such a way that unauthorised third parties do not gain access.

- 3.2 The Buyer shall be responsible for ensuring that it has all the facilities, hardware and software programmes necessary for the receipt of the NFT or the execution of the purchase contract, in particular that it has a compatible wallet that can receive tokens in accordance with the ERC-1155 standard. The entry of the wallet address in accordance with Clause 2.8 must be checked by the Buyer for completeness and correctness before confirmation.
- 3.3 Clause 4.5 applies to the resale of the Products.

## **4 Copyright and Intellectual property**

- 4.1 All products sold via the shop are subject to copyright protection, in particular works of art, graphics, videos, print and prints.
- 4.2 Unless and insofar as otherwise agreed by these TaC or an individual agreement, any transfer, publication, reproduction, public exhibition, performance, retransmission, rental, reproduction, adaptation, redesign or modification of the products purchased by the Buyer via the Shop, unless expressly permitted by copyright law, requires the written consent of the Provider.
- 4.3 The granting of rights of use and/or exploitation relates solely to the explicitly specified types. Types of use or exploitation not explicitly mentioned are not granted or transferred to the Buyer.
- 4.4 Subject to full payment of the purchase price, the Vendor grants the Buyer the following rights of use and exploitation:
- Upon successful transfer of the NFT pursuant to Clause 2.8, the Vendor grants to the Purchaser a worldwide, non-exclusive, royalty-free and non-sublicensable right to use, reproduce and display the contents of the NFT for personal, non-commercial use.
  - In each case, the Vendor grants the Purchaser the non-exclusive, non-sublicensable right to reproduce the respective work spatially unlimited and to use it for private and non-commercial purposes. This does not include the right to distribute, exhibit, lecture, perform or make available to the public.

The free use and exploitation of the aforementioned works shall be reserved to the author in accordance with § 31 (3) 2 of the German Copyright Act (UrhG).

- 4.5 The rights to the digital unique copy of the Frame as well as the Liquid Poster granted pursuant to clause 4.4 may only be transferred to other third parties jointly and only if the rights granted per work are transferred in full to the acquirer and the acquirer's own copies have been deleted completely and irreversibly, in particular from data carriers. The same applies to the transfer of ownership of the Artprint. With the sale of the NFT, i.e. the transfer of the NFT to another Wallet, the rights to the NFT granted hereunder shall pass to the owner of the Wallet, provided that the latter has lawfully acquired the NFT. The lawful acquirer shall only and exclusively receive the rights of use and/or exploitation with identical rights and restrictions granted to the purchaser under these TaC.

## **5 Prices, payment and invoicing obligations**

- 5.1 All prices shown in the shop are inclusive of the applicable statutory value added tax. If purchase prices are stated in different currencies, the EUR price shall be the guide price.
- 5.2 The buyer is obliged to pay in advance. Unless otherwise agreed, the purchase price shall be due for payment by the Buyer immediately.
- 5.3 Credit card and payment via Ether (ETH) are available as means of payment. We reserve the right to add further means of payment. Any transaction costs, such as fees for credit card payment or network fees for payment with ETH, so-called gas fees, will be charged additionally by third parties and shall be borne by the buyer.
- 5.4 Shipping costs for physical goods, in particular for the Artprints, are included in the gross price shown.

The price including VAT and applicable shipping costs shall also be displayed in the order mask before the Buyer submits the order.

- 5.5 Invoices will be issued digitally on request in accordance with the legal requirements; invoices will not be issued in paper form. The invoice will be sent to the customer by e-mail with the details of the products ordered, so that it can be stored permanently.

## 6 Terms of delivery

- 6.1 The delivery period for purchased art prints is 3 weeks from the conclusion of the contract.
- 6.2 The delivery of the digital unique copy of the frame is made by the IPFS network, where it can be retrieved.
- 6.3 The provisions of clause 2 shall apply to the delivery of NFT.

## 7 Consumer's right of revocation

### 7.1 Revocation policy

When concluding a so called distance selling transaction, consumers generally have a statutory right of revocation, which the Provider informs them of below in accordance with the statutory model. Clause 7.3 contains a model revocation form. The exceptions to the right of revocation are regulated in Clause 7.2.

#### Right of revocation

You have the right to cancel this contract within fourteen days without giving any reason.

The revocation period is fourteen days from the day of the conclusion of the contract.

To exercise your right of revocation, you must inform us of your decision to revocation from this contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). You can use the enclosed model revocation form for this purpose, which is, however, not mandatory.

To comply with the revocation period, it is sufficient for you to send the notification of the exercise of the right of revocation before the expiry of the revocation period.

#### Consequences of the revocation

If you revoke this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the inexpensive standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your revocation from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the cancellation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You shall bear the direct costs of returning the physical goods.

- 7.2 The right of revocation does not apply to consumer contracts which have as their object digital products which are developed according to the specifications of the consumer or contracts for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer, § 327 para. 4 German Civil Code (BGB) and § 312g para.2 No. 1 German Civil Code (BGB). The NFT based on the digital unicum of the frame is mined on the basis of the individual selection of the customer (see clause 2.5). For the production of this digital product (NFT) as well as the provided unique copy of the frame, the individual provisions of the customer are therefore decisive. Revocation is therefore **excluded**.
- 7.3 The Provider informs about the **model revocation form** according to the legal regulation as follows:

If you wish to revoke the contract, please complete and return this form.

To:

Action Press AG

Wielandstraße 3

60318 Frankfurt am Main

Email: <mailto:ir@actionpress.de>

I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)

Ordered on (\*)/ received on (\*)

Name of the consumer(s)

Address of consumer(s)

Signature of consumer(s) (only in case of paper communication)

Date

(\*) Delete where inapplicable

## 8 Warranty for material defects and guarantee

- 8.1 The Provider shall be liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 German Civil Code (BGB) as well as §§ 631. and § 650 German Civil Code (BGB). The warranty period vis-à-vis entrepreneurs for expert opinions prepared by the Provider is 12 months.
- 8.2 An additional warranty exists for the expert opinions delivered by the provider only if this was expressly stated in the order confirmation for the respective expert opinion.

## 9 Liability

- 9.1 Claims of the client for damages are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.
- 9.2 In the event of a breach of material contractual obligations, the Provider shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, body or health.
- 9.3 The restrictions of paragraphs 1 and 2 shall also apply in favour of the legal representatives and vicarious agents of the Provider if claims are asserted directly against them.
- 9.4 The limitations of liability resulting from paras. 1 and 2 do not apply insofar as the provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the expert opinion. The same applies insofar as the provider and the client have reached an agreement on the quality of the expert opinion. The provisions of the Product Liability Act shall remain unaffected.

## 10 Alternative Dispute Resolution

The EU Commission has created an internet platform for online dispute resolution. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. More information is available at the following link: <http://ec.europa.eu/consumers/odr>. The Provider is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

## 11 Final provisions

- 11.1 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions; Article 3 EGBGB shall remain unaffected. If the customer has his habitual residence in another country within the EU/EEA at the time of the establishment of the membership, the application of mandatory legal provisions of this country shall remain unaffected by the choice of law made in these TaC.
- 11.2 No verbal collateral agreements have been made. Amendments and supplements to these TaC as well as all declarations of the parties relating to membership must be made in text form (§ 126b German Civil Code (BGB)). This also applies to the waiver of the formal requirement.
- 11.3 If the customer is an entrepreneur within the meaning of § 13 German Civil Code (BGB), the place of jurisdiction for all disputes arising from the contractual relationship is the registered office of the provider. The Provider is entitled to take legal action against the Customer at his general place of jurisdiction.

**STATUS SEPTEMBER 2022**