

Terms of Services for Klever NFT Marketplace

Klever NFT operates an online marketplace consisting of an online portal and associated websites hosted by Klever.io (“**Klever NFT**,” “**we**,” “**our**”) through which independent software vendors and other third parties (independent software vendors and other third parties being “**ISVs**” and each an “**ISV**”) make products and services (“**Applications**” and each an “**Application**”) available to you (“**you**” and “**your**”).

The Terms and Conditions of Use (the “**Terms**”) and our Privacy Policy (<https://klever.io/en/privacy-policy>) (“**Privacy Policy**”) govern your use of the website and interface located at [<https://www.klevernft.com/>] (the “**Site**” or the “**Klever NFT Marketplace**”) [and corresponding mobile application (“**App**”)] offered by Klever NFT, including, without limitation, and to the extent applicable, the access, review, purchase and/or download of any Application. However, the performance and use of any Application is subject to separate terms and conditions of the relevant ISV (which may include an end user agreement, privacy policy and/or cookies policy) (“**Provider Terms**”).

Klever NFT Marketplace facilitates interaction with certain decentralized cryptographic protocols, which we do not own or control, (“**Protocols**”) to effectuate the creation and deployment (aka “**minting**”) of non-fungible tokens (“**NFTs**”) with assistance of our Launchpad structure (“**Launchpad**”) and support sale and distribution of such NFTs on the decentralized Klever blockchain framework on which the NFTs are recorded (“**Kleverchain**”). To make these Terms easier to read, the Site, our services and App are collectively called the “**Services**.”

Please read the Terms carefully because they form a legal agreement between you and Klever NFT. If you are accessing and/or using the Klever NFT Marketplace on behalf of (whether in your capacity as an officer, director, employee, consultant, agent or otherwise) a person, company, entity or organization (“**Subscriber**”), you represent and warrant that you have the authority to act on behalf of the Subscriber and bind the Subscriber to these Terms and for the purposes of these Terms “**you**” and “**your**” shall refer to such Subscriber. For the avoidance of any doubt, the Subscriber shall be:

- (a) the person, company, entity or organization that is a direct customer of Klever (“**Direct Customer**”), where you are an employee, officer or consultant of a Klever Affiliate acting on behalf of such Direct Customer or you are an employee, officer or consultant of the Direct Customer;
- (b) a partner of Klever (“**Partner**”), where such Partner accesses and/or uses the Klever Marketplace to purchase an Application to resell to a customer (“**Reseller Customer**”); or
- (c) the person, company, entity or organization that is customer of a Partner (“**External Sales Agent Customer**”), where such Partner is acting as a sales agent for the External Sales Agent Customer.

1. Agreement to Terms. By using our Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you are not authorized to use the Services and you must not purchase and/or download any Application. In addition, by placing an order for an Application (“**Order**”), CLICKING TO ACCEPT these Terms, or otherwise signifying your agreement to the Terms, you agree to be bound by the Terms in respect of your Order and/or purchase of an Application.

2. **Privacy Policy.** We invite you to check the terms of our Privacy Policy so that you are aware how we collect, process and use your information.

3. **Changes to these Terms or the Services.** We may change these Terms from time to time without giving you notice, so you must read these Terms every time you access and use the Klever NFT Marketplace and/or place an Order. The Terms published on the Klever NFT Marketplace at the time you place your Order will apply to your Order unless we notify you of a change to these Terms before we have accepted your Order, or we are obliged to make a change to these Terms, for example, as a result of changes to the law. It is important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. **Use of Services**

(a) **Eligibility and Compliance.** You must be at least 18 years old to agree to these Terms and use the Service. If you are the parent or legal guardian of a child younger than 18 years of age (a “**Minor**”), you may allow such Minor to use the Service solely through your Account and with your approval and oversight. You, as the Account holder, are responsible for all actions occurring through your Account, including all financial charges and legal liability associated with such Account, even if such charges or liability are incurred by a Minor. You agree to indemnify Klever NFT for your Minor’s violation or disaffirmation of the Terms. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you are not currently suspended or are not permanently banned from the Service; (c) your registration and your use of the Service complies with any and all applicable laws and regulations. Further, you are not, (and, if you are an entity, you are not owned or controlled by any other person who is), and are not acting on behalf of any other person who is, identified on any list of prohibited parties under any law or by any nation or government, state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government such as the lists maintained by the United Nations Security Council, the U.S. government (including the U.S. Treasury Department’s Specially Designated Nationals list and Foreign Sanctions Evaders list), the European Union or its member states, and the government of your home country. You are not, (and, if you are an entity, you are not owned or controlled by any other person who is), and is not acting on behalf of any other person who is, located, ordinarily resident, organized, established, or domiciled in any country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo. The tokens, digital assets, or other funds you use to purchase Collectibles are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any law. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms. You are capable of forming a binding contract with Klever NFT, and not otherwise barred from using the Services under applicable law.

(b) Accounts and Registration. In order to register an account on the Service (“**Account**”), you will need to provide a blockchain address and link directly to a third-party Klever NFT Marketplace-Supported Blockchain node or link indirectly through any Klever NFT Marketplace-Supported Blockchain cryptocurrency wallet application (such as the web browser extension) which interacts with the node (each, a “**Wallet**”). You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. You are solely responsible for maintaining the confidentiality of your Account and you accept responsibility for all activities that occur under your Account. If you believe that your Account is no longer secure, then you should immediately notify us at support@klever.io. By using a Wallet in connection with the Service, you agree that you are using the Wallet under the terms and conditions of the applicable provider of the Wallet. Wallets are not operated by, maintained by, or affiliated with Klever NFT, and Klever NFT does not have custody or control over the contents of your Wallet and has no ability to retrieve or transfer its contents. Klever NFT accepts no responsibility for, or liability to you, in connection with your use of a Wallet and makes no representations or warranties regarding how the Service will operate with any specific Wallet. You are solely responsible for keeping your Wallet secure and you should never share your Wallet credentials or seed phrase with anyone. If you discover an issue related to your Wallet, please contact your Wallet provider.

(c) Creator Account. The Services include functionality that allows Creators to “tokenize” their own content (each, an “**NFT**”). NFTs embody the Creator’s own content including collectibles, artwork, videos, game items, etc. (together with the NFT, a “**Collectible**”) for sale, trade, or other distribution via the Service. NFTs are intended to be “non-fungible” with a Uniform Resource Identifier (“**URI**”) identifying an appropriately configured file (the “**Collectible ID**”).

(d) Unauthorized Access. You may not access or utilize the Site and/or Services for the purpose of web crawling, web harvesting, data mining, data extraction, scraping or aggregating information, including without limitation listings and smart contracts available on or through the Site and/or Services, or similar activities without our prior written consent in our sole discretion. Users who wish to engage in any of the foregoing activities must contact us at support@klever.io to obtain our prior approval and an application programming interface (the “**API**”) to legally access our servers. We will evaluate requests as they are received and use reasonable business efforts to respond within thirty (30) days. Upon approval we will issue the API. Failure to respond constitutes disapproval. We reserve the right to implement testing and maintenance of the API at our sole discretion. Engaging in any of the activities referenced in the first sentence of this paragraph without prior authorization is a prohibited material breach of these Terms and may subject violators to legal liability.

5. **About the Services.**

(a) Klever NFT Marketplace. Our Services facilitate interactions with the Protocols and Blockchains to allow individuals to bid on, purchase, trade, and sell NFTs. Klever NFT provides the Klever NFT Marketplace, which is an interface to interact with the Protocols and Blockchains. Our Services also allows users to create and deploy NFTs.

(i) You may participate in the Services by linking your digital Wallet(s) on

supported bridge extensions, which allows you to purchase, store, and engage in transactions using a minimum quantity of Klever (KLV) cryptocurrencies. Before putting up your unique digital asset for sale or putting in an offer to purchase a unique digital asset from another user, we will ask you to download a supported electronic Wallet extension and connect and unlock your digital Wallets with that extension. Once you submit an order to sell or purchase a unique digital asset, your order is passed on to the applicable extension, which completes the transaction on your behalf.

(ii) KLEVER NFT MARKETPLACE IS A PLATFORM. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. KLEVER NFT FACILITATES TRANSACTIONS BETWEEN THE PURCHASER AND SELLER ON THE KLEVER NFT MARKETPLACE BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE PURCHASER AND SELLER OF NFTs OR BETWEEN ANY USERS.

(iii) YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE KLEVER NFT MARKETPLACE PLATFORM. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, KLEVER NFT MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE PLATFORM.

(b) Transactions Are Conducted on the Blockchain. Despite Klever NFT makes available a marketplace for NFTs, it does not buy, sell or take custody or possession of any NFTs, nor does it act as an agent or custodian for any user of the Services. Instead, each NFT that is listed for sale will be deposited into a blockchain-based smart contract deployed by the Company to ensure that the intended seller owns such NFT. Each such NFT is released automatically upon consummation of its sale through the relevant network. If you elect to mint, buy, or sell any NFTs, any transactions that you engage in will be conducted solely through the relevant network which governs such NFT. You will be required to make or receive payments exclusively through the cryptocurrency wallet you have connected to the Klever NFT Marketplace. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. Accordingly, 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 IN VIA THE SERVICE. There may be royalties associated with the secondary sale of any NFT. You acknowledge and agree that the payment of any such royalty shall, in certain circumstances, be programmed to be self-executing via a blockchain network's nonfungible token standard and Klever NFT does not have any control or ability to direct such funds or the obligation to collect such fees.

(c) Terms Applicable to Purchasers and Sellers. If you are using the Services to purchase NFTs, you are a "**Purchaser**," and if you are using the Services to sell NFTs, you are a "**Seller**." If you are either a Purchaser or Seller, you agree to the following additional terms:

(i) Purchase Terms. Although the terms of sale for an NFT are displayed on the Klever NFT Marketplace, all such terms are determined by the Purchasers and Sellers and the sale and purchase of NFTs are subject to such (e.g., with respect to the use of the NFT Content, as defined below in Section 5(d)(ii), or benefits associated with a

given NFT) (“**Purchase Terms**”), including, but not limited to, the price to be paid for such NFT. Klever NFT is not a party to any such Purchase Terms, which are solely between the Purchaser and the Seller and is not responsible for ensuring compliance with such terms or mediating or resolving any disputes with respect to such Purchase Terms, including, but not limited to, any disputes arising out of or related to the authenticity of the NFT or any intellectual property rights associated with such NFT. The Purchaser and Seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms, and for resolving any disputes arising from any breach of any Purchase Terms. Seller must comply with and fulfill the Purchase Terms with respect to any NFTs that it sells. When you purchase an NFT through the Services, you own all personal property rights to the electronic record that comprises the NFT (i.e., the right to sell or otherwise dispose of that NFT). Unless expressly specified in the Purchase Terms, such rights, however, do not include the ownership of the intellectual property rights in any NFT Content. Rather, unless specified otherwise in the purchase terms, you have a license to use the NFT Content solely for the following purposes: (1) for Purchaser’s own personal, non-commercial use; (2) attempts to sell or otherwise dispose of the NFT consistent with the ownership of it; and (3) as part of a third party offering compatible with the purchased NFT in the normal course of the permitted end-use of such offering.

(ii) Costs and Fees. Transactions on the Klever NFT Marketplace may be subject to fees that Klever NFT collects to support the NFT creators and Klever NFT Marketplace, as posted on the Site or otherwise set forth in these Terms. “**Revenue**” means the gross amount paid by the Purchaser of a sale of your NFT on the Klever NFT Marketplace. You further agree to pay all other applicable fees and commissions, including Gas Fees and hosting fees, and you authorize Klever NFT to automatically charge you for any such fees or deduct such fees (including the Transaction Fee) directly from your amounts paid by the Purchaser. The payments made to Creators do not include any Taxes (as defined below), and Klever NFT shall have no responsibility for payment of such Taxes regardless of the taxing authority. Each party shall be responsible for all Taxes imposed on its income or property. Purchasers will be responsible for paying all such fees. In addition, interactions with the Kleverchain network or any other network supporter by Klever NFT Marketplace and structure may also result in transaction fees or Gas Fees (as defined below) imposed by the Blockchain, which are also solely your responsibility. “**Gas fees**” mean the fees that fund the network of computers that run the decentralized blockchain network (KLV), meaning that you will need to pay a Gas Fee for each transaction that occurs via the Klever Chain network any other network supporter by Klever NFT Marketplace.

(iii) Revenue Share and Fees. If you are a Seller, you will receive Revenue less the Marketplace Fee for each initial sale of your NFT on the Klever NFT Marketplace. “**Marketplace Fee**” means the percentage of the Revenue generated from the sale of your NFT that is listed on the listing interface, as agreed by You, when determining to list your NFT for sale. The Marketplace Fee may be, but is not required to be, the sale percentage for all sales of NFT and may be changed from time to time.

(d) Terms Applicable to Creators. If you are using the Services to create and deploy your NFTs or collections, you are a “**Creator**” and agree to the following additional terms:

(i) Royalties. If you are a Creator, in each sale by other Sellers following your

initial sale of your NFT, you will receive the percentage of Revenue with respect to each such sale set forth in the applicable field of the NFT at the time of creation (“**Artist Royalty Fee**”).

(ii) NFT Content. As between Klever NFT Marketplace and you, you shall continue to exclusively own all right, title and interest in and to the digital art embodied in the NFTs and any name, likeness, image, signature, voice and other identifiable characteristics included in the digital art embodied in the NFTs, creative assets you provide to Klever NFT, and your name, logos and trademarks, and all intellectual property rights in the foregoing (collectively, the “**NFT Content**”). Notwithstanding the foregoing, you grant to Klever NFT a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, fully paid-up, license, with the right to sublicense through multiple tiers, to use NFT Content for the purpose of performing Klever NFT’s obligations under these Terms, including hosting the NFT Content and listing, marketing and facilitating the sale of the NFTs, and marketing or promoting the Services.

(iii) Launchpad structure for NFT Content and related Royalties. The Launchpad structure is aimed at providing Creators and new NFTs Projects and Contents ways to develop their blockchain projects and promote it in Klever NFT Marketplace. To remunerate the Launchpad structure, additionally to a percentage of Revenue with respect to each NFT sale occurred in the Klever NFT Marketplace, as occur in any other sale in the Klever NFT Marketplace, additional fees will apply. A **Launchpad Fee** will be due and paid before the initial sales of the NFTs, which will be negotiated with Creator before the project is listed on the Klever NFT Marketplace. This fee will be an upfront payment made by the creator in order to use Klever NFT Marketplace for the launch of their projects. Also, a predetermined percentage of all Artist Royalty Fee (“**Market Royalty Fee**”) will be directed to the Klever NFT Marketplace in each sale of the related NFT. Additionally, the **Market Royalty Fee** may be charged by the discount at a pre-established rate and charged upon all sales of NFTs launched using Klever NFT Marketplace Launchpad.

(iv) Community Project. Some projects may qualify to use Launchpad in the Community Project mode. Within this modality, in addition to all the standard elements of the Klever NFT Marketplace and Launchpad, the Creators will be able to interact and receive advice from the Klever NFT Marketplace team regarding various aspects related to their project. Specific details will be discussed and published before its applicability.

(v) Creator Obligations and Perks. You shall obtain all rights to the NFT Content in connection with the use thereof by Klever NFT Marketplace as contemplated in these Terms, and the awarding and administration of the benefits that you sell or list in connection with the sale of your NFT, as applicable, including, but not limited to: (i) clearing and obtaining any rights in connection with the NFT Content, including any music performance rights and payment of royalties to any performing rights organizations; (ii) acquiring any services or materials needed in connection with the NFTs and benefits offered to Purchasers; and (iii) the costs and compliance for the benefits, including as specified in the Purchase Terms.

(vi) Warranties. You represent and warrant that (i) you have the full right, power and

authority to grant the rights granted or agreed to be granted hereunder, including, but not limited to, fully cleared permissions, consents, rights and licenses to the NFT Content in these Terms; (ii) the NFT Content, the NFTs, and the listing and sale contemplated by these Terms, complies with all, and do not and will not violate any applicable law, statute, rule, or regulation, will perform in accordance with the intended specifications and without material error, and will be delivered free and clear of any claims, liens or rights of third parties; (iii) the NFT Content and Klever NFT's use thereof in accordance with these Terms does not and will not infringe any intellectual property rights of any third party or any right of privacy or publicity, or contain any libelous, defamatory, obscene or unlawful material, or otherwise violate or infringe any other right of any third party; (iv) you will fulfill your obligations under any terms with a Purchaser of the NFTs, as applicable; (v) any advertising or promotion of the NFTs by you or on your behalf will not constitute false, deceptive or unfair advertising or disparagement under any applicable laws and will not suggest a likely increase in value of the NFTs; and (vi) you will not use the proceeds retained from sales of the NFT, whether through the Klever NFT Marketplace or any other platform for capital raising purposes.

(vii) Withdrawal Rules. To ensure a higher level of security for all stakeholders involved in the process of launching tokens through Launchpad, with a focus on offering protection to the community and projects, increasing trust and credibility to all users, the following relative rules will apply withdrawals of funds obtained through sales using the launchpad will apply. For collections sold out in less than 30 days from launch day, funds will be available for withdrawal 120 hours after the sale ends. Projects that use Launchpad and do not sold out after 30 days from the start of sales will have sales frozen from the sixty-first day of sale from the start date, and will have the proceeds from sales released for withdrawals in three phases with intervals of fifteen days each, with one third of the amounts available for withdrawal in each of these events, with the first withdrawal available on the 76th day from the first day of sales.

(e) Taxes. You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, "Taxes" means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

(f) Suspension or Termination. We may suspend or terminate your access to the Services at any time in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be constituted a breach of these Terms by Klever NFT. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the

Services. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Services.

6. **Your Content.**

(a) **Posting Content.** Our Services may allow you to store or share content such as text (in posts or communications with others), files, documents, graphics, images, music, software, audio and video. Anything that you post or otherwise make available through the Services is referred to as “**User Content**”. User Content may include the NFT Content. Klever NFT does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

(b) **Permissions to Your User Content.** By making any User Content available through the Services, you hereby grant to Klever NFT a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works based upon, distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services.

(c) **Your Responsibility for User Content.** You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by Klever NFT on or through the Services will infringe, misappropriate or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

(d) **Removal of User Content.** You can remove certain of your User Content by specifically deleting it. You should know that in certain instances, some of your User Content (such as posts or comments you make, or your NFT Content) may not be completely removed and copies of your User Content may continue to exist on the Services or NFT. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

(e) **Klever NFT’s Intellectual Property.** We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

7. **Rights and Terms for Apps.**

(a) **App License.** If you comply with these Terms, Klever NFT grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

(b) **Notice regarding Apple App Store.** This Section 8(b) applies to any App that you

acquire from the Apple App Store or use on an iOS device. Apple Inc. (“**Apple**”) has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party’s intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

8. Acceptable Use Policy and Klever NFT’s Enforcement Rights. You agree not to do any of the following:

- (a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- (b) Use, display, mirror or frame the Services or any individual element within the Services, Klever NFT’s name, any Klever NFT trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Klever NFT’s express written consent;
- (c) Access, tamper with, or use non-public areas of the Services, Klever NFT’s computer systems, or the technical delivery systems of Klever NFT’s providers;
- (d) Attempt to probe, scan or test the vulnerability of any Klever NFT system or network or breach any security or authentication measures;
- (e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Klever NFT or any of Klever NFT’s providers or any other third party (including another user) to protect the Services;
- (f) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Klever

NFT or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(i) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

(j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

(k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(l) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(m) Impersonate or misrepresent your affiliation with any person or entity;

(n) Create or list counterfeit items (including any NFTs);

(o) Engage in wash trading, front running, pump and dump trading, ramping, cornering, or other deceptive or manipulative trading activities, including but not limited to: (i) trading an NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such NFT; (ii) unduly or improperly influencing the market price for such NFT or establishing a price which does not reflect the true state of the market in such NFT; (iii) executing or causing the execution of any transaction in an NFT which involves no material change in the beneficial ownership thereof; and (iv) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of an NFT.

(p) Use the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in an ICO (Initial Coin Offerings) or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi (or decentralized finance) yield bonuses, staking bonuses, and burn discounts;

(q) Fabricate in any way any transaction or process related thereto;

(r) Place misleading bids or offers;

(s) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;

- (t) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;
- (u) Violate any applicable law or regulation; or
- (v) Encourage or enable any other individual to do any of the foregoing.

Klever NFT is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on the Service is prohibited. If you have reason to believe that an asset listed on the Service was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being canceled, your assets being hidden, or you being suspended from the Services.

9. Copyright Policy. Klever NFT respects copyright law and expects its users to do the same. It is Klever NFT's policy to terminate in appropriate circumstances users who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders.

10. Links to Third Party Websites or Resources. The Services (including the App) may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources.

11. Termination. We may suspend or terminate your access to and use of the Services at our sole discretion, at any time and without notice to you in case we detect any violation to the Terms provisions. You may terminate your Account and these Terms at any time by contacting our customer service at support@klever.io.

12. Effects of Termination. You may disconnect your digital wallet at any time. You acknowledge and agree that we shall have no liability or obligation to you in such an event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by applicable law. Upon any termination, discontinuation or cancellation of the Services: (a) your licenses rights will terminate and you must immediately cease all use of the Services; (b) you will no longer be authorized to access your Account or the Services; (c) you must pay Klever NFT any unpaid amount that was due prior to the termination; and (d) the following Sections will survive: 5(d)(ii)(iii) and 5(e) (only for payments due and owing to Klever NFT prior to the termination), 6(b), 6(c), 6(e), 8, 11, 12, 14, 15, 16, 17 and 18.

13. Warranty Disclaimers. THE SERVICES, ANY CONTENT CONTAINED THEREIN, AND ANY NFTS (INCLUDING ASSOCIATED NFT CONTENT) LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. KLEVER NFT (AND ITS SUPPLIERS) MAKES NO WARRANTY THAT THE SERVICES: (I) WILL MEET YOUR REQUIREMENTS;

(II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. KLEVER NFT DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY CONTENT CONTAINED THEREIN AND ANY NFTS LISTED THEREIN. WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES.

KLEVER NFT DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICES. WHILE KLEVER NFT ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, KLEVER NFT CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, ANY CONTENT THEREIN, ANY NFTS LISTED THEREIN, OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY.

KLEVER NFT WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE SERVICES. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, KLEVER NFT MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR KLEVER ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF KLEVER ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR PURCHASE, SALE OR TRANSFER OF ANY COLLECTIBLE OR DEALING WITH ANY OTHER USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL KLEVER ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY KLEVER ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 13 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 13 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Klever NFT does not disclaim any warranty or other right that Klever NFT is prohibited from disclaiming under applicable law.

14. Assumption of Risk. You accept and acknowledge:

(a) The prices and liquidity of cryptocurrency assets (including any NFTs) are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs made available through the Services, which may also be subject to significant price volatility. We cannot guarantee that any Purchasers of NFTs will not lose money.

(b) You are solely responsible for determining what, if any, Taxes apply to your transactions through the Services. Neither Klever NFT nor any Klever affiliates are responsible for determining the Taxes that apply to such transactions.

(c) Our Services do not store, send, or receive cryptocurrency assets. This is because cryptocurrency assets exist only by virtue of the ownership record maintained on its supporting Blockchain. Any transfer of cryptocurrency assets occurs within the supporting Blockchain and not on the Services. Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.

(d) There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Klever NFT will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services for transactions, however caused.

(e) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of a certain NFT.

(f) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of NFTs.

(g) The Services may rely on third-party platforms to perform transactions with respect to any cryptocurrency assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.

(h) There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. Klever NFT reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on Klever NFT. Under no circumstances shall the inability to view or access your assets on Klever NFT serve as grounds for a claim against Klever NFT.

(i) By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. Klever NFT is not responsible for any issues with the Blockchains, including forks, technical node issues or any other issues having fund losses as a result. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Kleverchain are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

15. Indemnity.

(a) You will indemnify, defend (at Klever NFT's option) and hold Klever NFT and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, (b) your NFT Content, or (c) your violation of these Terms. You may not settle or otherwise compromise any claim subject to this Section without Klever NFT's prior written approval.

(b) You will indemnify and hold harmless Klever NFT and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with your breach of your representations and warranties from Section 5(d)(v).

16. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER KLEVER NFT NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT KLEVER NFT OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE TOTAL LIABILITY OF KLEVER NFT AND ITS AGENT,

REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO KLEVER NFT FOR USE OF THE SERVICES OR ONE HUNDRED U.S. DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO KLEVER NFT, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN KLEVER NFT AND YOU.

(d) **No Professional Advice or Liability.** All information provided by or on behalf of Klever NFT is for information purposes only and should not be construed as professional, accounting, or legal advice. You should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of Klever NFT. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate. You must always use caution when giving out any personally information to other Users or third-party content, messages, or information found in the Services and Klever NFT will not be liable for any use or misuse of User Content by any User. Klever NFT specifically disclaims any liability with regard to the Services and any actions resulting from your use of the Services.

(e) **Legal Limitations on Disclaimers.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply in full to you. The disclaimers and limitations of liability provided in these Terms will apply to the fullest extent permitted by applicable law.

17. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the laws of the State of Estonia, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 18 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that you and Klever NFT are not required to arbitrate will be the state and federal courts located in Estonia , and you and Klever NFT each waive any objection to jurisdiction and venue in such courts.

18. Dispute Resolution. Klever Help Center is a 24/7 support tool to address any concerns and questions that may arise from your relationship with Klever NFT Marketplace and with any other tool of Klever Ecosystem. It is a fast, personal, and optimal experience to support operations. In this sense you acknowledge and agree that all issues you may have with Klever should first be brought to us through this channel and also that you will always act and negotiate in good faith whenever there is an issue to be dealt with between Klever NFT Marketplace and you. Klever will always act in good faith to achieve a good negotiated solution.

19. General Terms.

(a) **Reservation of Rights.** Klever NFT and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the State of Estonia and foreign countries. You agree not to remove, alter or obscure any copyright,

trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Klever NFT and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Klever NFT and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Klever NFT's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Klever NFT may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by Klever NFT under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

20. Waiver of Rights. Klever NFT's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Klever NFT. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21. Modifications. Klever reserves the right to make modifications, change, update, revise, suspend or modify these Terms of Use in its discretion at any time. Klever is not obliged to notify such changes in its terms and policies but assure that any modifications will be updated on its website and we will provide you with notice of such changes. Any changes will become valid upon the date you accept such changes or if you continue to use our services for 21 (twenty-one) days after we provide notice of the changes. You must terminate you Klever Exchange Account in case you do not agree to the amended Terms of Use.

22. Contact Information. If you have any questions about these Terms or the Services, please contact Klever NFT at support@klever.io.

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Market Conditions, Adoption and Market Risks.

The crypto-asset market and, in particular, NFTs market is quite new and disruptive, with a high potential for sudden changes. In order to optimize our users' experience and mitigate the risks involved, we work diligently, internally and with third-part partners, in order to create, and maintain, products that accompany this fast-paced market. In this sense, we strategically seek to develop strategic partnerships in order to expand the possibilities of success in this market to our community, minimizing the risks of adoption, focusing on the robust development of our products and our brand, working on projects that result in short and medium term success to drive our development with a focus on long-term achievements.

