

# TERMS AND CONDITIONS OF LEGACY PLATFORM

## 1. Fundamental Provisions

- 1.1. Company: Company D.I.C. Investment Limited, with its registered office at Dominion Centre, 43-59 Queen's Road East, Hong Kong, ID No.: 1643720 (hereinafter the "**Company**"). The Company is part of the DIC group of companies. The Company operates the Platform described below.
- 1.2. Platform: The Company operates the NFT Marketplace platform which offers the sale of the Products specified below (hereinafter the "**Platform**"). The Platform is available on the following website [www.legacy-nft.com](http://www.legacy-nft.com) (hereinafter the "**Website**").
- 1.3. Applicability of the Terms and Conditions: These Terms and Conditions (hereinafter the "**Terms and Conditions**") issued under Section 1751 et seq. of the Civil Code apply to the relation between you as a user and the Company as the operator of the Platform in situations when you use the Platform and the Website.
- 1.4. Agreement with the Terms and Conditions: Before using the Platform, the User shall get acquainted with the Terms and Conditions available at the Platform. By virtue of the use of the Platform, the User expresses his or her agreement with the Terms and Conditions. The Terms and Conditions are incorporated by reference into the Contract between the Company and the User.
- 1.5. Definitions of Terms

**AML Act**: Act No. 253/2008 Sb., on selected measures against money laundering and financing of terrorism, as amended

**Price**: The price of the Products that the User shall pay under the Contract; the Price on the Platform is specified in Cryptocurrency.

**Fiat Currency**: National currency or legal tender (e.g. CZK, EUR or USD).

**Cryptocurrency**: A digitally stored unit, which may, or may not, have an issuer, that does not qualify as payment means under Act No. 370/2017 Sb., on payments, as amended, but is accepted as consideration for goods and services by a person other than the issuer (e.g. bitcoin, litecoin, ether etc.).

**NFT**: A non-fungible token, i.e. a supply-constraint unit of data represented as a record stored on a form of distributed digital ledger bearing a unique identifier with reference to the metadata.

**Civil Code**: Act No. 89/2012 Sb., the Civil Code, as amended;

**Order**: An offer made by the User to enter into Contract with the Company through the Platform or through a third-party platform. The Order specifies the Product that the User intends to buy,

Product Price, and lists all details necessary to perform the Contract unless provided by the User in the User Account.

**Personal Data:** All information about an identified or identifiable individual, i.e. the User or the User's employee or member. An identifiable individual means an individual whose identity may be established directly or indirectly through a specific identifier such as an e-mail address, cryptocurrency wallet details, bank account details, location data, network identifier or one or more special elements of the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

**Product(s):** Products offered by the Company that the User may order. Products include mainly NFTs minted in the Ethereum network to which a digital collectible or other rights are connected through metadata. Details of the Product are available on the Website. The Company reserves the right to modify the Products offered.

**Contract:** Agreement to purchase the Product entered into hereunder by the Company as the seller and the User as the buyer.

**User Account:** An account of a User registered on the Platform. The details governing the creation of User Account as well as access and use rules are defined below.

## 2. User Account

- 2.1. Registration: Users interested in any of the Products shall first register on the Website and create their User Account. By registering, the User acknowledges to have read and agree with the Terms and Conditions.
- 2.2. Functions: On the basis of the User's registration through the Website, the User may access his or her User Account. The User understands that no right related to the Products may be asserted without due and valid registration of the User Account. Through the User Account, the User may access information about the User's orders, administer his or her Personal Data and access some of the content accessible through the Platform. The Company may use the Personal Data provided by the User when performing the Contract and when communicating with the User.
- 2.3. Up-to-date Information: All details provided by the Users when registering the User Account and using the Website must be accurate and true. Users shall update the details in their User Accounts whenever they change without undue delay.
- 2.4. Single Account: The User agrees to register and use only one User Account. The User shall not enable a third party to open, administer or control his or her User Account, and will not do so on behalf of a third party.
- 2.5. Access Details: The access to the User Account is protected by a user name and a password, or as the case may be, two-factor authentication (2FA). If the access details are lost, the User shall

establish to the Company his or her identity and the fact that he or she controls the User Account in a credible way.

- 2.6. User Account Misuse: The User understands that no data from the User Account including, without limitation, access details should be disclosed to third parties, and is liable for any disclosure thereof. The Company is not liable for any loss or disclosure of the user name and password by the User. The User shall notify the Company without undue delay of any potential loss or misuse of his or her User Account.
- 2.7. User Account Suspension and Cancellation: In justified cases, the Company may suspend or cancel a User Account in situations including, without limitation, a material breach of the User's obligations under the Contract or the Terms and Conditions.

### **3. Contract Execution**

- 3.1. Third Party Engagement: The Company may use the infrastructure or the services of third parties (e.g. Opensea) to provide the services related to the Platform, including execution of contracts for the Products. In such cases, terms and conditions of such third party may apply to the purchase of the Products, and the User shall read the terms and conditions before making the purchase.
- 3.2. Purchase Options: The Products may be purchased either for a fixed price specified on the Platform or through an auction. The purchase option is specified for each Product.
- 3.3. Cryptocurrency Wallet and Contract Execution Conditions: The Contract may only be executed subject to successful registration, login into the User Account and connecting the cryptocurrency wallet to the User Account on the Platform. It may also be a precondition for Contract execution that a user account be created and the cryptocurrency wallet be connected to a platform operated by a third party (e.g. registering a user account on Opensea and connecting the cryptocurrency wallet to the Opensea platform). The Platform includes details of the cryptocurrency wallets accepted by the Company.
- 3.4. Fixed-price Purchases: The User may purchase the selected Product by making a binding Product Order through the order form on the Platform, or through the means of a third party; in such a case, the Website is used as an interface to access the platform of such third party. In the Order, the User specifies, without limitation, the Product that he or she intends to purchase, and lists other details necessary to perform the Contract unless provided already in the User Account. Placing an Order constitutes an offer to execute the Contract. The Company shall confirm the receipt of the Order as soon as practicable. The Contract is executed once the Price of the ordered Product has been paid. The presentation of the Products on the Platform is informative in nature and the Company is not obliged to execute a Contract involving the presented Products. Section 1732(2) of the Civil Code will not apply. Placing an Order may require an execution of a transaction in the respective Cryptocurrency network as well as payment of the fee for the transaction by the User.

- 3.5. Auction Purchases: In an auction, the Contract is executed with a User that offers the highest price for the Product during the auction unless specified otherwise below. The duration of the auction is specified for individual Products and may be extended in cases of bids made towards the end of the auction period. The User may make a bid through the Platform, or through the means of a third party; in such a case, the Website is used as an interface to access the platform of such a third party. In the auction, a minimum bid and minimum bid increment may be defined. The bid is binding and cannot be modified by the User. If a higher bid is made during the auction, the previous bid is cancelled. If the highest bid made during the auction does not reach the minimum bid or 1 ETH, the Company is not required to execute a Contract with the User who has made the highest bid. The highest bid made by the User with whom a Contract has been executed amounts to the Price for the Product. Making a bid may require an execution of a transaction in the respective Cryptocurrency network as well as payment of the fee for the transaction by the User.
- 3.6. Product Withdrawal and Offer Refusal: The Company may, at any time, cease to offer a Product for purchase for a fixed price or through an auction, even during an auction period, and accordingly may refuse any offer made by the User. In such a case, no Contract is executed between the Company and the User.
- 3.7. Contract Retention: The Company retains the Contract corresponding to these Terms and Conditions and the respective Order in an electronic form. The User may consult these Terms and Conditions at any time directly at the Website.
- 3.8. Costs of Distance Communication: The User consents to the use of distance communication means for executing the Contract. The User will bear any costs related to the use of distance communication means. Such costs do not diverge from basic rates.

## **4. Payment Terms**

- 4.1. Price: The price is final and inclusive of all charges and taxes. The price is exclusive of the costs of shipping of the physical Product to the User. The shipping costs cannot be determined in advance, and thus will only be determined once the User applies for the shipping of the physical Product and the shipping method is agreed. The price is further exclusive of any fees related to the transaction involving the respective Cryptocurrency network; such fees are always borne by the User and are determined independently of the Company.
- 4.2. Currency: The User pays the Price in ethers (ETH).
- 4.3. Price Payment: The User pays the Price through the Platform or through a third-party system from the connected cryptocurrency wallet to the address of the Company's cryptocurrency wallet within the set time. The Company may also accept payment of the Price through a third party. The payment is deemed to be made once the transaction receives at least (5) confirmations in the Ethereum network. If the amount corresponding to the Price is not transferred within the set time

or if the transaction fails to receive at least 5 (five) confirmations within 24 hours after the transfer, the Company may deny the Order, which implies cancellation of the Order and non-execution of the Contract, or withdraw from an executed Contract if executed before the payment of the Price.

- 4.4. Other Payment Methods: The Company may enable payments of the Price in Fiat Currencies or other Cryptocurrencies not using the connected cryptocurrency wallet on the Website. In such a case, the User will be able to consult the Price payment options, and any fees, if applicable, before making the Order.
- 4.5. Cryptocurrency Purchases through External Suppliers: The Company may enable on its Website that a user uses Cryptocurrency purchases provided by an external supplier. In such a case, the Website only offers an interface for communication with the external provider. All legal relations involving the purchase of the Cryptocurrencies from an external supplier are governed by the terms and conditions of such an external supplier. The Company is not a party to the Cryptocurrency purchase contract entered into with the external supplier, and provides no guarantee for the performance by such an external supplier.
- 4.6. Invoice: Once the Price has been duly paid, the Company will send a payment confirmation and an invoice to the User's e-mail address. Any issues concerning the invoice must be raised in an electronic form by e-mail sent to the Company's e-mail address, and must be accompanied by reviewable reasoning. If the issues are not raised duly and timely, the invoice is deemed to have been approved by the User.
- 4.7. VAT: The prices are always inclusive of the value added tax, or other taxes, which the Company shall pay in accordance with the applicable legislation. All taxes will be accounted for in compliance with applicable legislation.

## **5. Delivery of Digital Content – NFT**

- 5.1. NFT Delivery Method: If an NFT is purchased, it will be delivered to the User to the User's Cryptocurrency wallet connected to the User Account without undue delay after the Price has been paid. The Product may be delivered to the User from the Cryptocurrency wallet of the Company or another third party cooperating with the Company, or may be created on the basis of the execution of the Contract.
- 5.2. Consent with the Delivery of Digital Content: Users that qualify as consumers are aware of the fact that NFT delivery amounts to delivery of digital content, and therefore are not entitled to withdraw from the Contract without cause within 14 days of the execution of the Contract in line with the general rule. By the execution of the Contract, Users grant their express consent with the delivery of NFT before the expiry of 14 days from the execution of the Contract.
- 5.3. Passage of Title: The title to the NFT and the risk of damage pass to the User once the Product has been sent to the User.

## 6. NFT and Related Rights

- 6.1. NFT: NFT is a digital record with a unique identifier in a distributed ledger making a reference to metadata. NFT may be disposed of through the use of a cryptocurrency wallet on which the NFT is registered. The User that owns the cryptocurrency wallet on which the NFT is registered is deemed to be the owner of NFT. The title to NFT may carry certain rights that are specified in the description of the respective Product on the Website. Such rights may only be exercised by the owner of the NFT, and the rights pass to the new owner of NFT upon transfer.
- 6.2. Digital Collectibles: If stated in the Product description on the Website, NFTs will be connected through metadata to a digital collectible, which is protected by copyright. The Company reserves all rights to such work and the NFT owner may only use the work in the extent of the end-user license specified on the Website or connected to the NFT through metadata.
- 6.3. 3D Content: If stated in the Product description on the Website, digital 3D content will be available to the NFT owner. Digital 3D content is protected by copyright and the Company reserves all rights to digital 3D content. NFT owners may only use the digital 3D content in the extent defined herein or in the extent of the end-user license specified on the Website or connected to the NFT through metadata. Unless provided for otherwise on the Website, the access to 3D content may only be permitted through the Platform. The Company may terminate the access to 3D content at any time. In such a case, the Company will give the User at least 3 months' notice of the termination of the provision of exclusive items.
- 6.4. Access to Exclusive Items: If stated in the Product description on the Website, NFT will also entitle the User to access exclusive items specified on the Website; such exclusive items may include attendance to debates with the respective personality, discounts, access to exclusive content etc. The access to exclusive items may be conditional upon the use of a specific service of a third-party (e.g. a specific communication platform, social network) or otherwise (limited quantity, date, venue, Internet access); exclusive items may involve additional costs (e.g. travel expenses, third-party services). The availability of exclusive items may be subject to temporal limitations; the Company does not warrant that the exclusive items or the access thereto will be available throughout the entire existence of NFT. The Company reserves the right to terminate the provision of exclusive items, modify the terms or substitute the items. In such a case, the Company will give the User at least 3 months' notice of the termination of the provision of exclusive items.
- 6.5. Use of NFT Technology: The User understands that depending on the development of the technology on which NFT is based, NFT may be unavailable, connection between NFT and digital content may be suspended, NFT transfers may be limited or disabled, or other limitations may be introduced, including complete lack of functionality of NFT. The Company has no control over the technology behind NFT and is not responsible whatsoever for the development and modification thereof. The Company provides no warranty or guarantee that the digital content connected to NFT will be available through the entire existence of the NFT.

## **7. Physical Products**

- 7.1. NFT-Physical Product Relation: If the physical Product is not offered as a standalone Product, but together with NFT, the Price for the Product is the price for the sale of NFT, and the physical Product is provided free of charge (other than any shipping costs). Physical Products delivered with NFT will be delivered to the User who was the first one to purchase the NFT from the Company; the right is not transferable and is not related to the ownership of the NFT.
- 7.2. Delivery of Physical Products: If a physical Product is purchased, it will be delivered to the User according to the shipping agreement with the Company. The physical Product is not delivered automatically, but must be requested by the User. If the User makes a due request for the delivery of the physical Product, the Company will contact the User and agree on the shipping method, date and place. The shipping costs of the Product are paid in addition to the Product Price, and will be determined after a request for Product delivery has been made.
- 7.3. Passage of Title: The title to the physical Product and the risk of damage pass to the User once the Product has been delivered.

## **8. Legacy Coin Loyalty Program**

- 8.1. Loyalty Program Philosophy: The Company introduces a Legacy Coin Loyalty Program for registered users enabling them to receive loyalty benefits.
- 8.2. Legacy Coin Reward Points: The Company may decide that certain offers on the Platform will carry the possibility to earn Legacy Coin reward points; the number of points specified on the Website will be credited to the User's reward points account linked to the User Account. The Provider may enable the purchase of Legacy Coin reward points as a stand-alone Product available on the Platform. In such a case, the Legacy Coin reward points will be credited to the reward account of the User without undue delay after the Price has been paid; the User grants his or her consent with such delivery and understands that such reward points qualify as digital content and withdrawal from the Legacy Coin Purchase Agreement within 14 days is not available. The Legacy Coin rewards points are not transferable.
- 8.3. Legacy Coin Reward Points Use: The User may redeem the Legacy Coin reward points to make use of a number of benefits, discounts, and acquire Products on the basis of an offer made through the Website. The options for the use of the reward points are described on the Website. The reward points earned earliest are redeemed first. Legacy Coin reward points may only be used on the Platform.
- 8.4. Legacy Coin Refunds: In the event of withdrawal from contract or a discount for a defect where the User redeemed Legacy Coin reward points, the respective number of reward points will be refunded. If a discount is claimed in relation to an agreement where reward points were redeemed, the discount is first claimed up to the number of reward points redeemed, and if not sufficient, a discount is granted off the Price paid otherwise.

- 8.5. Expiry: The User may use the Legacy Coin reward points within 1 year after they have been credited to the reward account. Any reward points not used are lost upon the expiry of such a time limit.
- 8.6. Loyalty Program Costs: The User does not bear any costs related to having a reward points account and using the Legacy Coin reward points. However, some uses of the reward points may require payment of the shipping costs or other similar costs related to the use of the points.
- 8.7. No Conversion: Under no circumstances is the User entitled to require that the reward points be converted into money or Cryptocurrency.
- 8.8. Duration and Modifications: The Company may terminate or suspend the Legacy Coin loyalty program at any time or modify the terms thereof.

## **9. Secondary market**

- 9.1. Secondary Sale: The Company may also operate a secondary market on the Platform to enable secondary sale of the Products from Users who bought the Product to other Users. Only registered Users will be able to use the secondary Marketplace. Currently, the Company does not enable secondary sale through the Platform. Users may use Opensea.
- 9.2. No Contract: Under no circumstances does the Company become a party to any relations of the users arising from the secondary sale of the Product. Accordingly, the Company is not liable whatsoever for defective performance or default of any of the parties.
- 9.3. Issuer's Fee: For each NFT transfer made for value to a new owner, the Company is entitled to an issuer's fee of 10% of the final price under the contract between the seller and the buyer. The fee is payable by the seller automatically through the smart contract of the respective NFT. The agreed price minus the issuer's fee, or any other applicable fees, will be credited to the seller's cryptocurrency wallet. The issuer's fee is inclusive of all related fees and taxes.

## **10. Remedies for Defective Performance**

- 10.1. Liability for Defects: The rights and obligations of the Parties in connection with the remedies for defective products are governed by the applicable legislation including, without limitation, the Civil Code and Act No. 634/1992 Sb., on consumer protection, as amended. The Company is liable for any defects of the Product at the time of its takeover by the User. If a defect appears within six months after the Products were taken over, the Products are presumed to have been defective at the time of takeover.
- 10.2. Product Inspection: The User shall inspect the purchased Product without undue delay after taking over the Product, and notify the Company of any defects. Patent defects of the Product must be notified to the Company within 7 days of takeover. Unless the defect is patent and



appears only after takeover, it is a latent defect. The User shall notify the Company of any latent defects identified without undue delay, but not later than within 24 months after Product delivery.

- 10.3. Remedies for Defective Performance: If the defect qualifies as a non-material breach of Contract, the User may require that the defect be removed or a reasonable discount be granted; if not unreasonable, consumers may request that the goods be delivered without defects. If the defect qualifies as a material breach of the Contract, the User may require that the defect be removed or a reasonable discount be granted, or withdraw from the Contract. Delivery of a new product is not an option in the case of NFTs.
- 10.4. Complaints: Any complaints involving the defects identified must be raised with the Company by e-mail sent to the Company's e-mail address. The e-mail must specify the Product designation, date of takeover, description of the defects and the remedy sought.
- 10.5. Complaints Disposal: The Company will dispose of the complaint within 3 business days of the notice of the defect, or, as the case may be, will request further documents necessary to dispose of the complaint. If further documents are necessary to dispose of the complaint, the Company will dispose thereof within 3 business days after it has received such documents. The Company will notify the User by e-mail of the complaint disposal. The Company shall handle the complaint within 30 days after the complaint has been found to be justified, and then will send a confirmation thereof to the User. If the User fails to provide the Company with the documents requested to dispose of the complaint, the Company is not required to dispose of the Complaint.
- 10.6. Communication: Any communication between the parties related to complaints is carried out by e-mail.
- 10.7. Complaint Costs: The Company bears its own costs of the complaint procedure if the complaint is found to be justified. The User bears the costs of delivering the respective products to the Company to make the complaint.
- 10.8. Discounts: If discount is chosen as the preferred remedy, the Company may, at its discretion, either grant the discount in cash or Cryptocurrency corresponding to the discount and the value of the Price at the time of payment, or as per invoice.

## **11. Withdrawal from the Contract**

- 11.1. Right of Withdrawal: Each of the Parties may withdraw from the Contract if such a material breach was committed by the other Party that the non-breaching Party would have not executed the Contract, as well as on other grounds foreseen herein.
- 11.2. Model Withdrawal Form: Users in the capacity of consumers may use the Model Withdrawal Form to withdraw from the Contract; the Model Withdrawal Form constitutes an annex hereto.
- 11.3. Effects of Withdrawal: The withdrawal becomes effective once a written notice of withdrawal is delivered to the other party; the notice of withdrawal may be either delivered by mail or by e-mail.

- 11.4. Pre-withdrawal Performance: Withdrawal operates as a termination of the Contract *ab initio*; each of the Parties is entitled to receive back any performance provided. The Parties agree to return any such performance within 14 days after the effective date of the withdrawal. The Company is not obliged to return any performance until the User returns the performance to the Company.
- 11.5. Return Costs: The User bears the costs incurred in relation to returning the Product.
- 11.6. Price Refund: In the case of withdrawal from the Contract, the User will be refunded the Price in ethers (ETH) in the amount as paid, unless provided for otherwise. Any exchange rate fluctuations of ether (ETH) are not to the detriment to the Company. If the refund in ethers (ETH) is not possible for reasons of objective nature or if the usual value of ether (ETH) at the time of withdrawal from the Contract has changed by more than 20%, the User is entitled to the refund in USD in the amount of the usual value of ether (ETH) at the time of the payment. The invoice value, if issued in cash, is considered to be the usual value of ETH.
- 11.7. Withdrawals by Consumers: Users who qualify as consumers under the Civil Code understand that it is not possible to withdraw, without stating a cause, from contracts involving digital content not delivered on a physical medium (including, without limitation, NFT or Legacy Coin) on statutory grounds, not even within the statutory time limit of 14 days. The delivery of NFT or Legacy Coin qualifies as the delivery of digital content, and the consumer granted an express consent with the delivery of the Product before the expiry of the time limit in Articles 5.2 and 8.2 hereof. Withdrawal without cause within 14 days of the delivery of the Product is available for physical Products.

## **12. NFT and Related Risks**

- 12.1. NFT Concept: The User understands that any transactions related to NFT or Cryptocurrencies involve a high risk, and further understands that Cryptocurrencies are not a regulated and centralized tool, with insured value, and the changes in value are fully conditional on acts of other private individuals. The User understands that the usability and transferability of NFTs is dependent on market developments, and it cannot be warranted that this will remain so in the future.
- 12.2. NFT Value: The User understands that the value of NFT may decrease (even down to zero) or increase without the Company being able to influence the value. The Company is not liable for the developments of NFT values. The Company provides no guarantee of the transferability and tradability of NFTs.
- 12.3. Applicable Legislation: The User understands that the business involving NFT, Cryptocurrency and blockchain is subject to detailed monitoring by public authorities, and applicable legislation may be amended substantially. Such amendments may also impact the activities of the Company. In such a case, it may be necessary to modify the activities of the Company and amend these

Terms and Conditions. The Company is not liable for any damage that may be incurred as a result of such modifications and amendments.

- 12.4. Informed Decisions by User: Before purchasing NFTs, or taking part in an auction, the User shall obtain sufficient information about NFT, Cryptocurrency, blockchain or the Product to make sure that the selected Product is appropriate for the User and corresponds to the User's financial condition. The User understands that NFTs are minted in the Ethereum network unless specified otherwise for NFT.
- 12.5. Risk Acceptance: By using the Platform, the User accepts all risks related to NFT, Cryptocurrency and blockchain technology. The Company is not liable for inappropriate selection of the Product and does not warranty that it will serve the intended purpose, will meet the User's requirements and expectations, will be usable and transferable and will retain the value.

### **13. Anti-money Laundering Measures**

- 13.1. Obligated Entities: The User understands that the Company provides services involving virtual assets, and accordingly is an obliged entity required to adopt measures to counter money laundering and financing of terrorism.
- 13.2. Description of the Measures: The User understands that the Company, being an obliged entity, shall perform due identification and due diligence of the clients, keep information about the clients and their purchases, suspend and deny suspicious transactions, or disable or cancel User Accounts.
- 13.3. User's Cooperation: If requested, the User agrees to provide the Company with any cooperation necessary to comply with the Company's duties in the area of countering money laundering and financing of terrorism; without limiting the generality of the foregoing, the User shall provide the Company with all information and documents necessary to check the identity of the User, as well as information and documents about the sources of the funds and Cryptocurrencies and the purpose of the transactions, or any other information required to comply with the Company's duties.
- 13.4. User's Representation: The User represents that the money or Cryptocurrency transferred by the User do not proceed from crime, and that the Product is not purchased for the purpose of money laundering or executing a transaction to promote or finance terrorism.
- 13.5. Non-misuse: The User further agrees not to misuse the payment of the Price
  - to transfer assets to and from countries which are considered to be high-risk in terms of prevention of money laundering and financing of terrorism; the list of such countries is published and updated by FATF-GAFI on its website; and
  - to transfer assets, even partially, to and from persons having such high-risk countries as their countries of origin; country of origin means (i) an individual's country of one's

citizenship and all countries where the person has permanent or another type of residence; (ii) a country where a legal entity has its registered office as well as all countries where the legal entity has a branch, organizational unit or establishment.

- 13.6. Limits: The User understands that in order to comply with its duties to counter money laundering and financing of terrorism, the Company may, without prior notice, impose quantitative limitations (for one transaction or a number of transactions), or a limitation of the number of transactions per user, group of users, or a specific wallet with virtual assets.

## **14. License to the Website**

- 14.1. Rights to the Website Reserved: The Company holds all rights to the Website including, without limitation, any copyright of the content including the layout, texts, photos, videos graphical features, trademarks, logos as well as other content and features. Without the Company's consent, the Website or a part thereof cannot be copied, altered or otherwise used contrary to its purpose.
- 14.2. License: The User acquires a non-exclusive non-transferable right to use the Website, which amounts to a copyright work protected under Act No. 121/2000 Sb, on copyright and rights related to copyright (the Copyright Act), as amended, in the extent necessary to normally use the Website. The User may not grant sublicenses.
- 14.3. Non-interference: The Company is not liable for any errors caused by third-party interference with the Website or as a result of using the Website contrary to its purpose. When using the Website, the User shall refrain from any procedures that may compromise the site traffic.

## **15. Non-disclosure**

- 15.1. Confidential Information: Without written consent of the Company, the User shall not disseminate or disclose Company's confidential information to third parties; confidential information includes any information related to the Company's activities, know-how, Products, technological and business procedures, business strategies and contacts.
- 15.2. Public Information: The non-disclosure duty does not apply to information that is accessible to the public or in the public domain.

## **16. Privacy Policy**

Privacy Policy: The rules applicable to processing User's Personal Data, as well as the rules applicable to cookies, are governed by a separate document (Privacy Policy), which is incorporated by reference herein.

## **17. Notices**

17.1. Company's Contact Details:

**D.I.C. Investment Limited**

Dominion Centre, 43-59 Queen's Road East, Hong Kong

e-mail: support@legacy-nft.com

website: www.legacy-nft.com

17.2. Electronic Communication: The Parties may send any written notices by e-mail or through the User Account on the Platform.

17.3. E-mail Addresses: The User uses the Company's e-mail address specified in the heading hereof to send any e-mails. The Company uses the User's e-mail address specified in the User Account to send any e-mails.

## **18. Dispute Resolution and Complaints Handling**

18.1. Governing Law: Any agreements between the Company and the User are governed by the laws and regulations of the Czech Republic. If the legal relation established under the Contract involves a cross-border element, the Parties agree that it will be governed by the laws and regulations of the Czech Republic. This is without prejudice to the consumer rights under applicable legislation. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

18.2. Dispute Resolution: The Parties declare that any disputes arising from or in connection with this Agreement will be preferably settled amicably through personal negotiations of the Parties. To this effect, please approach us first by sending an e-mail to support@legacy-nft.com. Only if an amicable settlement cannot be reasonably expected, the Parties have agreed that courts of the Czech Republic will be competent to finally resolve any such disputes. In such case, the Parties agree that the District Court for Prague 1 will be the court of competent jurisdiction for both Parties; the Metropolitan Court in Prague will be competent to deal with any cases where regional courts are the trial courts.

18.3. No Waiver: If the User breaches the Contract and the Company does not enforce its rights or suspends such enforcement, this will be without prejudice to the enforceability of any other rights of the Company in the future.

## **19. Modifications of the Terms and Conditions**

19.1. Right to Modify: The Company may, at any time, modify or amend these Terms and Conditions in the extent necessary as a result of, without limitation, amendments to legislation, technological development affecting the sale of the Products or use of the User's data, changes in the offer of the Products or market conditions.

19.2. Notice of Modifications: The User will be given notice of any modifications of the Terms and Conditions and the modified wording on the Website. The new wording of the Terms and Conditions comes into effect upon its publication on the Website, and is binding on the User when using the Platform after the new version has been published. This is without prejudice to the rights and obligations established while the previous wording of the Terms and Conditions was in effect.

## **20. Final Provisions**

20.1. Operating Hours and Availability: The Website runs on the 24/7 best efforts basis without guaranteed availability. The Platform and the User Account may not be accessible at all times, for example due to necessary maintenance of the software and hardware of the Company. The Company is not liable for any Website timeout beyond the control of the Company.

20.2. Prohibited Territories: The User may not use the Platform or buy the Products if being a citizen or resident of any of the Prohibited Territories, or if having his or her registered office in the Prohibited Territories or having another relation to the Prohibited Territories. Prohibited Territories mean countries, territories or jurisdictions where it is prohibited to hold or use NFT, virtual assets or tokens by law or otherwise, as well as countries and regimes subject to international sanctions (including, without limitation, EU sanction lists).

20.3. Network Split: Given the nature of distributed ledger technology, the Company does not control the Cryptocurrency network used to run the Platform, and a software change may imply its split (hardfork or softfork), when two or more parallel networks may be created; all NFTs and the Platform may exist in parallel on all or some of such networks. The Company is not liable whatsoever for any consequences of network split. The Company will respond to any network split reasonably at its discretion. The Company reserves the right to operate the Platform and recognize NFTs on all networks created by split, or only on some of the networks, at its discretion, or treat the networks differently. The Company is not required to provide all performance related to NFT to all NFT holders on all networks.

20.4. No Set-off: The User may not set off any of its claims against the Company, nor any claim against the Company assigned by a third party.

20.5. Assignment: The Company may assign all its rights to the Website or the Platform, and assign the Contract or a part thereof, to a third party provided that the Company reasonably believes that such an assignment will not have a material adverse impact on the User's rights and provided that such an assignment complies with legal and regulatory requirements. The User grants prior consent with such a procedure as foreseen by Section 1895 of the Civil Code.

20.6. Material Adverse Change: The User hereby accepts the risk of material adverse change under Section 1765(2) of the Civil Code.

20.7. Severability: If any of the provisions hereof become invalid, ineffective or unenforceable, this will be without prejudice to the validity, effectiveness and enforceability of the remaining provisions.

20.8. Prevailing Language These Terms and Conditions have been draw up in Czech and English languages; in case of any conflict, the English version will prevail. Any translations to other languages are only informative without any binding effect.

**These Terms and Conditions come into force on 10. July 2022**

**Contract Withdrawal Form**

D.I.C. Limited Investment  
Dominion Centre, 43-59 Queen's Road East, Hong Kong

E-mail: support@legacy-nft.com

**Contract Withdrawal Form**

Notice is hereby given of my/our\* decision to hereby withdraw from the contract to purchase the following goods/to provide the following services\*: [\_\_\_\_\_]

Date of order/date of receipt\*: [\_\_\_\_\_]

First name and surname of the consumer(s)\*: [\_\_\_\_\_]

Address of the consumer(s)\*: [\_\_\_\_\_]

\_\_\_\_\_  
Signature of the consumer(s)\* (if the form is sent in a printed form )

Date: [\_\_\_\_\_]

\* Delete where not applicable, or complete as necessary