

## **TERMS AND CONDITIONS**

### **NFT GUILDS**

#### **CHAPTER I: APPLICABILITY – SCOPE OF SERVICES – ELIGIBILITY – PRIVACY**

**1.1 Applicability:** These “Terms and Conditions” (hereinafter “Terms”) govern the access to and use of the digital platform “NFT GUILDS”, including every webpage belonging to the “nftguilds.io” domain (hereinafter “Website”), including any and all desktop, tablet and mobile applications and application program interfaces (hereinafter “Applications”) and any and all services offered through the digital platform, including Website and Applications, by NFT HOLDING BV, having its registered seat at 9320 Aalst (Belgium), Groeneweg 17, with CBE (company registration) number 0786.434.824 (hereinafter “NFT HOLDING”, “we” or “us”).

**1.2 Scope of services offered via NFT GUILDS:** Via NFT GUILDS, users of NFT GUILDS (hereinafter “Users”; see Chapter II of the present Terms) can gather online to (1) join and create “Guilds”, consisting of Users interested in playing online NFT games (see Chapter III of the present Terms), and (2) participate to and organise “Tournaments”, open to some or all Users of NFT GUILDS, to be played within third party NFT games on third party platforms (see Chapter IV of the present Terms). The services offered via NFT GUILDS are strictly limited to the provision of services to gather within Guilds and to organise Tournaments in conformity with the provisions of the present Terms. NFT GUILDS does not offer any services with regard to the buying and selling of NFTs to play third party NFT games (or for any other purpose).

**1.3 Eligibility:** Only users who are 18 years or older are allowed to create a User Account and make use of the services offered via NFT GUILDS.

**1.4 Privacy:** We are concerned about your privacy. We refer to our Privacy Policy for a detailed explanation on how we process personal data and the rights of data subjects. We might from time to time update our Privacy Policy. The most recent version of our Privacy Policy is available at all times via <https://nftguilds.io/NFTGuilds/privacy/terms.pdf>. Our Privacy Policy forms part of the present Terms. By agreeing with the present Terms, the User also agrees that we are allowed to process personal data in accordance with our Privacy Policy.

#### **CHAPTER II: USERS**

**2.1 Necessity to register:** Only registered Users can get access to NFT GUILDS. To get registered as a User, you will need to create a User account (hereinafter “Account”) via our Website or one of our Applications.

**2.2 Creation of a User Account:** In order to create an Account, you will have to click on the “logon” button and then click on the sign-up link. In the next pop-up screen, you will be asked (1) to provide us with your e-mail address, (2) to choose an available User name\*, (3) to choose a password and (4) to provide us with your country of residence (primarily necessary to enable us to timely provide you with the correct Tournament information, adapted to your time zone). When clicking the “subscribe” button, an automatically generated e-mail will be sent to the provided e-mail address with a view to verify said e-mail address and to activate the Account. Only by clicking on the link provided in the e-mail, the User will be able to activate the Account and get access to the services provided via NFT GUILDS.

*\*Although not obligated, we suggest you to use your Discord user name so that your future fellow Guild members can find you on Discord to communicate (since communication between Users via NFT GUILDS itself isn't possible (except in case of conflicts regarding Tournament results; see article 4.2.6 below)).*

**2.3 Provision of further Account Data:** When accessing NFT GUILDS for the first time after activation of the Account, you will be asked to provide us, on top of the data already provided while registering for the creation of the Account, with further identification and communication data (all data requested while registering and when accessing NFT GUILDS for the first time hereinafter jointly referred to as "Account Data"). Mandatory Account Data to be provided in order to be able to finalize the creation of the Account is indicated with an asterisk (\*). All other Account Data a User can provide is non-mandatory with a view on finalizing the creation of the Account (but might be mandatory in order to get access to certain services; see for example below under article 2.4. of these Terms with regard to the receipt of "alerts"). When all mandatory Account Data is filled in, the User can click on the "save" button and when no specific error report pops up, the Account will automatically be created.

**2.4 Alerts:** Users are offered the possibility to receive "alerts" by e-mail on the e-mail address linked to their Account. This service is optional. By default, no e-mails will be sent out by NFT GUILDS (with the exception of certain e-mails as explicitly indicated in the present Terms, e.g. e-mails informing Users that a new version of these Terms will enter into force (see article 5.1 of these Terms)). A User can opt in for and opt out of the receipt of notifications by e-mails at any time by changing the e-mail settings under the "settings" section of NFT GUILDS. Users are also offered the possibility to add a mobile phone number to their Account Data to receive notifications by text message (SMS). This service is optional. By default, no SMS will be sent out by NFT GUILDS. It is strictly forbidden to register a false mobile phone number or a mobile phone number not owned by you. Trying to prevent Users from linking false or incorrect mobile phone numbers to their Account, Users adding a mobile phone number to their Account will first be sent a validation key to the mobile phone number provided. Only when entering the correct validation key sent to the mobile phone number provided in the correct entry field on NFT GUILDS, a User will be able to add said mobile phone number to the Account Data. A User can opt in for and opt out of the receipt of notifications by text message (SMS) at any time by changing the text message (SMS) settings under the "settings" section of NFT GUILDS.

**2.5 Accuracy and update of your Account Data:** In general, you are at all times solely and fully responsible for the accuracy (and if necessary update) of the Account Data you provide. You need to keep this Account Data up-to-date at all times. It is prohibited to provide us with and to use NFT GUILDS under false, including outdated Account Data. Once logged on, you will be able to adapt your Account Data at any given moment in time (except for your e-mail address which will always be linked to your Account) under the "settings" section of NFT GUILDS. In case you want to change the e-mail address linked to your Account, you are requested to contact NFT GUILDS via [support@nftlookup.io](mailto:support@nftlookup.io).

**2.6 User Account responsibility:** Each User is at all times solely and fully responsible for any and all activity under his/her Account and for keeping his/her e-mail address and password combination secret at all times. We are entitled to assume that only the User can sign in using his/her e-mail address and password. We cannot be held liable for any loss or damage if the User fails to comply with these security obligations.

**2.7 Deletion of your Account:** Each User can ask us to delete his/her Account at any given time. A User wanting to delete his/her Account, must send us a request for deletion by e-mail to [support@nftlookup.io](mailto:support@nftlookup.io). We will treat the request for deletion as soon as possible and will confirm deletion via the e-mail address linked to the Account. Once the deletion request is accepted and confirmed by us, you will no longer be able to access and use the services provided for via NFT GUILDS under the deleted Account. When a User asks us to delete an account, the User understands and accepts that any and all information of the User linked to the Account will permanently be deleted. If

a User wants to re-enjoy NFT GUILDS at any given moment in the future, the User needs to re-register for and activate a new account.

**2.8 Account registration and use restrictions:** With a view on safeguarding NFT HOLDING and NFT GUILDS's security, integrity and interests, as well as the security, integrity and interests of its Users, we reserve ourselves the right and is fully entitled to (i) deny anyone to register for or create an Account, (ii) temporarily or permanently restrict the access and use of an Account (including possible other Accounts linked to the same User) and (iii) to temporarily deactivate or permanently delete an Account (including possible other Accounts linked to the same User) and temporarily or permanently ban Users from access to the services provided via NFT GUILDS, in our own discretion, at any time and without obligation to give prior notice to the User(s) involved. We are entitled to invoke its rights under the present article 2.8 of the Terms for instance in (but not limited to) cases where (i) we establish or simply suspect the slightest violation of the present Terms, or (ii) we establish or simply suspect that the User is not using or has no intent to use NFT GUILDS for the purposes for which it is intended, such as criminal behaviour, the mere collection of information about or data from NFT HOLDING, NFT GUILDS or its Users, whether or not with a view to the further use of such information or data for personal gain. The User agrees that, in such case, NFT GUILDS cannot be held liable in any way for any damage this would cause to the User and other User(s) involved.

### **CHAPTER III: GUILDS**

**3.1 Guilds:** The ultimate goal of NFT GUILDS is to enable players of NFT games to organize themselves in Guilds and to organise and participate in Tournaments organised via NFT GUILDS. A User wanting to organise or participate in Tournaments through NFT GUILDS, needs to be a member of at least one Guild. All Users automatically become member of the "NFT Guilds" Guild, without the need for prior membership application. A User can join (see article 3.2 below) and create (see article 3.3 below) an unlimited number of other Guilds. Two types of Guilds exist: Open Guilds and Private Guilds. All Users can apply for membership of Open Guilds. Only Users who have been invited – and have received an "Invite ID" – for a specific Private Guild, can apply for membership of that Private Guild.

#### **3.2 Applying for membership of an existing Guild:**

3.2.1 All existing Guilds on the platform can be found under the "Guilds" section on NFT GUILDS. When applying for membership of a Guild, the only *mandatory* information that needs to be provided, is your User Name\* and (confirmation of) your country of residence. In case of a private Guild, you will also need to provide the Invite ID you received for that Guild. All further information you can provide with regard to NFTs you want to share with a Guild (see below), is *optional*, but can however reinforce your application.

*\*Although not obligated, we suggest you to use your Discord user name so that your future fellow Guild members can find you on Discord to communicate (since communication between Users via NFT GUILDS itself isn't possible (except in case of conflicts regarding Tournament results; see article 4.2.6 below)).*

3.2.2 Under the "NFTs I want to show" section of the application form, you can enlist the NFTs you own and want to "share" with the Guild. Each NFT can only be shared with one Guild at a time; once you shared an NFT with a Guild, NFT GUILDS will automatically unable you to share the same NFT with another Guild. You can choose between automatically uploading your NFT-list by entering your wallet address, or manually adding the NFTs you own. When choosing for the automatic upload, NFT GUILDS will call an API (opensea - ETH wallet) gathering the list of NFTs from your wallet. (To be clear: via the API, we just "read" your NFT list and copy their names to your list on NFT GUILDS; we do not touch your wallet). In case you provided your wallet address for the automatic upload of the NFTs you own,

NFT GUILDS will automatically update your list of NFTs and when you no longer own an NFT shared with a Guild, said Guild will be notified of the transfer of ownership (and thus the NFT no longer being shared with the Guild).

When you are unable to or not feeling comfortable with the automatic upload of the list of NFTs you own, you can also choose to manually add one or more of your NFTs to share them with the Guild. (These manually added NFTs will be having an 'unconfirmed' status behind it so that the Guild knows they are added manually.) In this case, you are solely responsible to immediately and manually un-share the NFT with any Guild from the moment you no longer own that NFT. In case you do not comply with the foregoing, you risk to get permanently banned from NFT GUILDS (see below). We cannot be held liable for any damage caused to Users by a User not (timely) un-sharing a manually added NFT it no longer owns.

3.2.3 Under the "[NFTs wishlist of Guild](#)" section, you can verify which NFTs the Guild is looking for to enforce the Guild (and might thus reinforce your application if you are willing to share one or more of such NFTs with the Guild).

3.2.4 Under the "[Guild Rules](#)" section, you can consult the Guild Rules you will have to comply with when being accepted as a member of the Guild. (see article 3.6 below).

3.2.5 In case you want to share an NFT with a Guild via the automatic upload (see article 3.2.2. above), but the system wrongfully indicates that your NFT has already been shared with a Guild by another User, we ask you to fill in your wallet address and the NFT blocked under the "[in case of issues](#)" section and then click on the "send complaint" button. We will then investigate asap whether your complaint is justified or not. When your complaint is justified and we determine that the User who wrongfully shared your NFT(s) is in bad faith, we are entitled to permanently ban such User from NFT GUILDS. Notwithstanding the foregoing, NFT GUILDS cannot be held liable in any way for Users wrongfully claiming ownership of and/or wrongfully sharing your NFTs with Guilds.

3.2.6 Once your application has been filed, the Guild member(s) with the appropriate Guild Right(s) (see article 3.4 of the present Terms) will accept or deny your application. A Guild Member denying an application can motivate the denial (based on which you can, if desired, file a new application taking said motivation into account).

**3.3 [Creation of a Guild:](#)** As a User you cannot only join existing Guilds but also create new Guilds by surfing to the "Guilds" section on NFT GUILDS and clicking on the "create Guild" button. You will become Administrator of any Guild you create. When creating a new Guild, you will first be asked to provide us with the desired Guild details. Some information to be provided is mandatory (such as Guild Name, Games the Guild wants to support, Administrator password, Guild Wallet address, etc.); other information is optional (such as the addition of a Discord Invite URL, image URL, etc.). Creating a new Guild is only possible upon payment of a one time, non-refundable fee, to be paid in Gala (🏆) (exact amount indicated right above the "save" button) from the Guild Wallet\* you chose to our own OKX Wallet\*\* When you click on the "save" button, you commit yourself to pay said fee by following the instructions given via the next pop-up screen. As soon as we have received payment of the fee, the Guild will automatically be created.

\*The Guild Wallet is administered by the Guild Administrator. He is solely responsible to properly use the Guild Wallet, if needed in conformity with the Guild Rules and/or other agreements between Guild members with regard to the Guild Wallet. We do not interfere with (discussions related to) the administration of the Guild Wallet and cannot be held liable in any way for any damage caused to any Guild Member due to poor or improper administration of the Guild Wallet by the Administrator.

\*\*In case a User or a Guild makes use of an OKX wallet, there will be no gas-fees due given the transaction taking place between two OKX wallets. We do offer the possibility to carry out transactions between other wallet providers and our own OKX wallet, in which case you recognize and agree that for each transaction with our OKX wallet (including a transaction related to the creation of a Guild), a gas fee will be applied. For further details with regard to payments made to us and made by us, we refer to article 4.3 of the present Terms.

**3.4 Guild Rights and Exclusive Administrator Rights:** The Guild Administrator is entitled with all of the below listed Guild Rights. He can also grant (and withdraw) some or all of the below listed Guild Rights to one or more other Guild members. The granting, withdrawal and/or execution of those Guild Rights fall under the sole power and responsibility of those Guild members (including the Guild Administrator) granted with such Guild Rights.

<b><u>Guild Right</u></b>	<b><u>Description</u></b>
Accept/decline Guild members	Accepting or declining Users who apply for membership of the Guild.
Accord rights to/withdraw rights from Guild members	According or withdrawing one or more of the Guild Rights to other Guild members.
Create Tournaments	Creation of Tournaments on behalf of the Guild (except for sponsored Tournaments).
Create sponsored Tournaments	Creation of sponsored Tournaments on behalf of the Guild.
Ban Guild members	Temporarily or permanently ban Users from the Guild (because of an alleged violation of the Guild rules for example (cf. article 3.5 below), or in case of manually sharing NFTs you do not own, or for any other reason).

An Administrator is not only entitled with all Guild Rights, but also with the following Exclusive Administrator Rights:

- Choosing and changing the Guild Name;
- Sending Discord Invite URLs;
- Choosing and changing the NFT Games supported by the Guild;
- Choosing and changing the Guild description;
- Administering the Guild Wallet;
- Choosing and changing the image URL;
- Setting up and changing the Guild’s NFT-wishlist;
- Entering and changing the Guild Rules;
- Activate and deactivate the Guild;
- Change from Open Guild to Private Guild and vice versa.

We will never interfere with the granting, withdrawal and/or use of any Guild Right and/or Exclusive Administrator Right in any way and cannot be held liable for any damage this might cause to any User (Guild member or not) or third party.

**3.5 Guild Rules:** Each Guild can set up its own “Guild Rules”, which must be followed by all Guild members. Each Guild is totally free to determine (and *how* to determine and modify) its Guild Rules, it being understood that (1) Guild Rules may never contradict the present Terms, the latter always taking precedent over the Guild Rules, (2) they do not discriminate Users in any way (on grounds such as colour, creed, handicap, race, religion, sex, sexual orientation, etc.) and (3) they are not obscene, libellous or otherwise unlawful. In case we determine – in our own discretion – that certain Guild Rules

violating the provisions of the present article 3.5, we are entitled to immediately, without prior notice and without being liable for any compensation to Guild members or any other User or third party in that respect, delete the Guild from NFT GUILDS and – if deemed necessary – temporarily or permanently ban the Guild members who were entitled to determine and modify said Guild Rules. Enforcement of the Guild Rules falls under the sole responsibility of the Guild (i.e. Guild members holding the Guild Right to ban members). We do not interfere with any action to enforce any Guild Rules. We ourselves are in no way obligated to take any action whatsoever against non-enforcement or alleged erroneous enforcement of certain Guild Rules, nor are we liable to compensate for any damage whatsoever that might result therefrom.

**3.6 Guild details:** Under the “Guild details” section of NFT GUILDS, you can visualize per (1) selected Guild(s) you’re a member of and (2) (if desired) selected games you’re interested in:

- (a) All Guild members;
- (b) All available games, and;
- (c) All shared NFTs.

**3.7 Editing membership of a Guild:** You can at any time edit the details with regard to your membership of a Guild by going to the “Members” section under the “Guild details” section on NFT GUILDS and clicking on the pencil next to your name.

**3.8 Communication between Guild members:** We do not provide services to communicate between Guild members. Any and all communication between Guild members will need to be done via third party platforms (such as Discord) or via any other communication media or tools. We cannot and will not monitor, nor interfere with any communication between Guild members outside of NFT GUILDS. It is the sole responsibility of each individual User to comply with any and all terms and conditions of said third party communication platforms, media or tools. We cannot be held liable in any way for the communication conducted and behaviour shown by any User on any third party platform or other communication medium or tool. Notwithstanding the foregoing, we do reserve ourselves the right to report any illegal or any inappropriate use of said platforms, media or tools that might come to our attention to their respective owner or operator.

## **CHAPTER IV: TOURNAMENTS**

### **4.1 Tournaments**

**4.1.1 Games:** Any and all Tournaments created via NFT GUILDS take place within online NFT games owned and/or hosted by third parties. We cannot be held liable in any way for the availability, accessibility and/or any malfunction of those games. All Users who participate in a Tournament are solely responsible to comply with any and all terms and conditions (and or other rules and policies) applicable to the relevant game.

**4.1.2 Organiser:** Only Guilds can organise and host Tournaments.

**4.1.3 Eligibility to participate:** When you are a member of at least one Guild, you are eligible to participate in Tournaments organised via NFT GUILDS (both Tournaments organized by your own Guild as Tournaments organized by other Guilds, for as far as you are granted with access to subscription).

**4.2 Tournament Rules:** All Users wanting to participate in a Tournament are obligated to fully comply with the following Tournament Rules.

4.2.1 Tournament specifics – Tournament Dashboard: Any and all specifics with regard to a Tournament are indicated on the Tournament Dashboard. You can access the Tournament Dashboard by clicking on the Tournament of your choice under the “Tournament” section on NFT GUILDS. If you intend to subscribe to a Tournament, you must first acquaint yourself with all of the information on the Tournament Dashboard. The Tournament Dashboard features the following information:

- a. Tournament Dashboard Header: top section of the Tournament Dashboard, featuring:
  - i. Tournament Name: The name of the Tournament as given by the organizing Guild.
  - ii. Organiser: The name of the organizing Guild.
  - iii. Entrance Fee: The fee to be paid to subscribe to the Tournament. Some Tournaments do not require payment of an Entrance Fee, which will then be indicated by the words “Free Entrance”.
  - iv. Current Prize Pool: The preliminary total Prize Pool as it exists at the moment of consultation of the Tournament Dashboard, depending on the number of Users who already subscribed to the Tournament at that time. The final Prize Pool will be known once the Subscription Deadline has passed.
  - v. Subscription Deadline: The ultimate deadline to get subscribed to the Tournament in accordance with the provisions of article 4.2.2 below.
  - vi. Subscribe to Tournament button: The button to click to proceed to registration for the Tournament.
  
- b. General info tab
  - i. General Tournament Structure: key information with regard to the Tournament structure:
    - Teams: Indicates whether the Tournament will be played in Teams or not and whether those Teams will be randomly composed or fixed on beforehand. In case of Random Teams, the Teams will be randomly composed at the start of the Tournament with subscribers who do not know on beforehand with who and in which Team they will play (and/or bots if required by the game). In case of a Fixed Team, each User can compose a Team of Users who (at that moment already) subscribed to the Tournament. Users who do not want to be part of that Team (anymore), can always unsubscribe from the Team until the Subscription Deadline. In case of a Fixed Team Tournament, when the minimum number of Team members is not met at the Subscription Deadline, the remaining Team member spots will be randomly filled up with the remaining subscribers to the Tournament who are not yet assigned to a Team.
    - Total players subscribed: Total number of players subscribed to the Tournament so far.
    - Minimum players Needed: Minimum number of players needed for the Tournament to start. In case the minimum number of players is not met, the Tournament will automatically be cancelled in conformity with the provisions of article 4.2.4 below.
    - Start Subscription: Start date and time of the subscription period.
    - Subscription Deadline / Start Tournament: End date and time of the subscription period. Start date and time of the Tournament.

- End Tournament: End date and time of the Tournament.
  - Minimum Teams: Minimum number of Teams needed for the Tournament to start. In case the minimum number of Teams is not met, the Tournament will automatically be cancelled in conformity with the provisions of article 4.2.4 below.
  - Maximum number of Teams: Maximum number of Teams able to participate to the Tournament.
  - Min players in Team: Minimum number of players needed in a Team. In case not all Teams meet this minimum (because of not enough subscribers), (the remaining spots will be filled up with bots if applicable to the game and if not) the Tournament will automatically be cancelled in conformity with the provisions of article 4.2.4 below.
  - Max players in Team: Maximum number of players allowed to a Team.
- ii. Tournament Payout Structure: key information with regard to the Payout structure of the Tournament:
- Tournament Pot: The total Tournament Pot including (insofar as applicable; see article 4.2.5.a. of the present Terms for more details) all Entrance Fees and/or all Sponsored prize money.
  - Current Prize Pool: That part of the Tournament Pot that will be paid out to the Tournament winners (see article 4.2.5.b. for the exact composition of the Prize Pool per Payout Type and article 4.2.5.c. for more details with regard to the actual Payout).
  - Entrance Fee: The fee to be paid to subscribe to the Tournament. Some Tournaments do not require payment of an Entrance Fee, which will then be indicated by the words “Free Entrance”.
  - Payout per Team?: Indication whether the Payout of the Prize Pool will happen per Team or per individual player. In case of a Payout per Team, the prize accorded to the Team will be split and paid out equally between the Team members. In case of a Payout per individual player, each player will individually be accorded a prize.
  - Burned: Indication whether part of the Entrance Fees will be burned before Payout or not.
- c. Rounds tab: information with regard to the different rounds of the Tournament:
- i. Rounds: Dropdown box to select the round about which you want to visualize the information.
  - ii. Type Round: Indication whether the selected round is structured as a “League” competition (in which case all Teams or individual players will all play each other one time, with a fixed number of points for each win), a “Qualifier League” (in which case all Teams or individual players are randomly added to a league and will all play each User of their league one time, with a fixed number of points for each win and only the players with the highest ranking proceeding to the next Round), or as (part of) a “Bracket” competition (in which case Teams or individual players are randomly placed in a tree diagram playing a knockout Tournament). The applied bracket diagram is always a single bracket diagram.
  - iii. Allowed Teams: The number of (remaining) Teams allowed to the selected Round.



- iv. Best of X: The number of game rounds to be played between opponents. The winner of the game is the player who won “the best of X” game rounds (the “X” being the number of game rounds to win).
  - v. Start Round: Start date and time of the Round. (In case of a Bracket game, the start date and time of the next Round will be postponed if the results of the previous Round have not yet all been confirmed at the initially scheduled start date and time.)
  - vi. End Round: End date and time of the Round. (In case of a Bracket game, the end date and time of the next Round will be postponed if the results of the previous Round have not yet all been confirmed at the initially scheduled end date and time.)
- d. Players tab: information with regard to the Users who (already) registered and/or subscribed to the Tournament:
- i. Players registered: List with names of Users who are registered with a view on participating to the Tournament.
  - ii. Teams: Indicates each player’s Team when accorded (in case the Tournament is played in Teams).
  - iii. Fully subscribed (= Entrance Fee received or Free Entrance)?: Indicates whether the User is fully subscribed (“yes”) or not yet (“no”, e.g. because we have not yet received the full Entrance Fee).
- e. Standings and Payout tab: information with regard to rankings and according (future) Payout:
- i. Team Ranking: Ranking of the different Teams (if Teams Payout mode applies), including the number of points won.
  - ii. Individual Ranking: Ranking of the individual Players, including the part of the Prize Pool accorded to each player depending on its ranking. (See art. 4.2.5.c.iv for the exact calculation parameters.)
  - iii. Payout: Indicates whether the prize money has already been paid out or not.
- f. How to play tab: here you can find some additional and practical explanations with regard to several aspects of the Tournament Dashboard.
- g. Tournament Rules tab: here you can find the Tournament Rules, applicable to the Tournament in conformity with the present article 4.2 of the Terms.

Information or parameters that can change during the Subscription Period (e.g. the number of subscribers), during the Tournament (e.g. the Teams’ and/or players’ ranking) or after the Tournament (e.g. the Payout status) is constantly and (mostly) automatically updated in the Tournament Dashboard until all Payouts have been made. Once registered and/or subscribed, you are responsible to regularly check the Tournament Dashboard (at least once, right before the start of the Tournament) to remain fully informed about the Tournament status (which might, among other things, be necessary to decide

to invoke your withdrawal right (cf. article 4.2.2.b of these Terms) – e.g. in case you are not happy with the evolution of subscriptions and/or the Prize Pool – or not.

#### 4.2.2 Subscription:

- a. Subscription requirements: You can subscribe to participate to a Tournament by clicking the “subscribe to Tournament” button in the Tournament Dashboard. In order to subscribe, you will first be asked to confirm (via tick boxes appearing in the pop-up) that (a) you have read and you agree with the Tournament Rules and (b) that you are at least 18 years old. When the Tournament is accessible without inlay (indicated with the term “Free Entrance” in the Tournament Dashboard Header), you will be subscribed to the Tournament after clicking the “subscribe” button in the pop-up. When subscription to a Tournament is conditioned upon payment of an “Entrance Fee” (again indicated in the Tournament Dashboard Header), by clicking the “subscribe” button you will only be registered for participation in the Tournament. In order to finalise your subscription (and to be able to participate in the Tournament), you will need to pay AND we will have to have received the Entrance Fee before the Subscription Deadline. We refer to article 4.3 below regarding the Payment Terms and Conditions. In case we receive the entire Entrance Fee in our Wallet before the Subscription Deadline, your subscription is finalized and you will be able to participate in the Tournament. In case we did not receive the entire Entrance Fee in our Wallet before the Subscription Deadline, your registration to subscribe will automatically be cancelled and you will not be able to participate in the Tournament. We cannot be held responsible for not having received your payment of the Entrance Fee in time, regardless of the reason why (human errors, machine errors, technical malfunctions, etc.). In case we only receive your Entrance Fee after the Subscription Deadline, we will refund the Entrance Fee in accordance with the Payment terms and conditions as determined in article 4.3 of the present Terms.
- b. Withdrawal right: Any User who registered and/or subscribed to a Tournament, is entitled with a withdrawal right. You can execute your withdrawal right up until the Subscription Deadline. After the Subscription Deadline, you will no longer be able to withdraw your registration and/or subscription. When you withdraw your subscription to a Tournament before the Subscription Deadline, you are entitled to a refund of your Entrance Fee in accordance with the Payment Terms and Conditions as determined in article 4.3 of the present Terms.

#### 4.2.3 Early cancellation of a Tournament

The minimum number of players needed so that the Tournament could be played is indicated on the Tournament Dashboard, under the “General Information - General Tournament Structure” section. If at the moment of the Subscription Deadline, the minimum number of players needed has not been met, the Tournament will automatically be cancelled. In such case, no Guild Fees and no NFT GUILDS Fee will be paid out and each User who subscribed to the Tournament and having paid an Entrance Fee, will be refunded, taking into account the Payment Terms and Conditions as determined in article 4.3 of the present Terms.

Furthermore, we reserve ourselves the right to cancel a Tournament at any moment in time, whenever we deem it appropriate (e.g. with a view to safeguard the rights, security and/or integrity of NFT GUILDS and/or its Users), without having to motivate such cancellation and without being liable for any alleged damages arising therefrom. When cancelling a Tournament, we will proceed to a refund of your Entrance Fee (if applicable), again in

conformity with the Payment Terms and Conditions as determined in article 4.3 of the present Terms, except in case we are required by the law or by a police or court order not to do so.

#### 4.2.4 General Rules of Play

Play in accordance with the rules set by the game provider. Play fair. Refrain from discriminatory or denigrating statements or actions. Don't obstruct the game and Tournament flow for no reason. Fill in and/or confirm the correct Tournament results on NFT GUILDS.

#### 4.2.5 Tournament Pot – Prize Pool – Payouts:

- a. Tournament Pot: The Tournament Pot is composed of (1) all Entrance Fees and/or (2) all Guild Sponsored Prize Money (prize money added by the organizing Guild) and/or (3) all External Sponsored Prize Money (prize money committed by an External Sponsor), depending on the Payout Type chosen by the organizer of the Tournament:

<u>Payout Type</u>	<u>Composition of the Tournament Pot</u>
"Normal"	Entrance Fees
"Sponsored only"	Guild Sponsored Prize Money + Entrance Fees (if applicable)
"Sponsored and Fees"	Guild Sponsored Prize Money + Entrance Fees
"Sponsored only external"	External Sponsored Prize Money

- b. Prize Pool: The Prize Pool consists of the total amount of prize money that will be distributed to the winners of the Tournament. Depending on the Payout Type chosen by the organizer of the Tournament, the Prize Pool is determined as follows (being the Tournament Pot minus the following successive deductions):

<u>Payout Type</u>	<u>Determination of the Prize Pool</u>
"Normal"	+ Tournament Pot (= All Entrance Fees) - NFT GUILDS Fee (7% of Tournament Pot) - Guild Fee (3% of Tournament Pot) - <u>X% of remaining Tournament Pot burned (if applicable)</u> = Prize Pool
"Sponsored Only"	+ Tournament Pot (= All Guild Sponsored Prize Money + Entrance Fees (if applicable)) - X% of Entrance Fees burned (if applicable) - NFT GUILDS Fee (40% of remaining Entrance Fees) - <u>Guild Fee (60% of remaining Entrance Fees)</u> = Prize Pool (= All Guild Sponsored Prize Money)
"Sponsored and Fees"	+ Tournament Pot (= All Guild Sponsored Prize Money + All Entrance Fees) - NFT GUILDS Fee (7% of Entrance Fees) - Guild Fee (3% of Entrance Fees) - <u>X% of remaining Entrance Fees burned</u> Prize Pool
"Sponsored Only External"	+ Tournament Pot (= All External Sponsored Prize Money + All Entrance Fees (if applicable)) - X% of Entrance Fees burned (if applicable) - NFT GUILDS Fee (40% of remaining Entrance Fees) - <u>Guild Fee (60% of remaining Entrance Fees)</u>

	Prize Pool (= External Sponsored Prize Money)
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c. Payout:

i. Responsibility

Depending on the Payout Type, the responsibility for the Prize Pool Payout lies with us and/or with the External Sponsor of the Tournament:

- Our responsibility

In case of (a) “Normal”, (b) “Sponsored Only” and (c) “Sponsored and Fees” Payout Types, we are fully responsible for all Payouts in accordance with the present Terms.

- External Sponsor’s responsibility

In case of a “Sponsored Only External” Payout Type, the External Sponsor who committed to sponsor the Tournament, is the only party fully responsible to proceed to the correct and timely Payout of the committed External Sponsored Prize Money. The full identity of the responsible External Sponsor will be revealed to all Users before subscribing to the Tournament. You will explicitly be asked during the subscription process to acknowledge and agree that the External Sponsor is the only party fully liable towards you and all other participants to the Tournament to proceed to correct and timely Payout of the Prize Pool after the Tournament has ended. We shall not be liable for any problem with regard to the Payout of the Prize Pool (such as no or only partial Payouts been done, linger with Payouts, etc.). The only party you can address for any Payout related problem in this scenario is the External Sponsor. In case you do not fully trust the External Sponsor who committed to sponsor the Tournament, we strongly recommend not to subscribe to the Tournament (or withdraw your subscription if already subscribed in conformity with the provisions of article 4.2.2.b.).

Regardless of the Payout Type, the payment of Guild Fees (and NFT GUILDS Fees) – if applicable – will always fall under our responsibility.

For each Tournament organized on NFT GUILDS, we open a specific and temporary “Tournament Wallet” to collect all Entrance Fees and non-external prize money going into the Tournament Pot. All (refunds and) payments, including Payouts, related to the Tournament and falling under our responsibility, will be done from this Tournament Wallet.

ii. Per Team or per individual player

Payout of the Prize Pool will happen per Team or per individual player, depending on the method chosen by the organizer of the Tournament. In case of a Payout per Team, the prize accorded to the Team will be split and paid out equally between the Team members. In case of a Payout per individual player, each player will individually be accorded a prize.

iii. Confirmation of the Tournament results

We will only proceed to Payout after confirmation of all Tournament results.

For the purpose of confirmation of the Tournament results only, the opposing Team Captains (in case of a Tournament played in Teams) or opposing individual players (in case of a Tournament played with individual players) will randomly be appointed as “Home Team Captain/Player” and “Away Team Captain/Player”.

The following Confirmation Procedure applies:

- Normal Confirmation Procedure: After each individual game played during the Tournament, the Home Team Captain/Player will need to fill in the results. Once filled in, he clicks on the “request control to confirm” button and then the Away Team Captain/Player will need to confirm the results by clicking the “confirm result” button. After confirmation of the results by the latter, the results of the game are confirmed. Only then the next game can start or – in case it is the last game of the Tournament – the Tournament will end, followed by Payout.
- In case the Home Team Captain/Player does NOT proceed with filling in the results, the Away Team Captain/Player has three options:
  - he can chat with the Home Team Captain/Player via the chat box and simply ask him to fill in the results, and if he does, the Normal Confirmation Procedure described above continues;
  - he can force the Home Team Captain/Player to proceed to filling in the results by clicking the “Request control to fill in score” button, which will then start a 5 minute countdown clock during which the Home Team Captain/Player can still himself fill in the results, and if he does, the Normal Confirmation Procedure described above continues. In case the Home Team Captain/Player still doesn't fill in the results within the 5 minutes deadline, the Away Team Captain/Player will automatically become the Home Team Captain/Player (and vice versa) and will be able to fill in the results himself and then click the “request control to confirm” button, and then the Normal Confirmation Procedure described above continues.
  - he can call a Referee and ask the Referee via the chat box to fill in the results in the Home Team Captain/Player's place, and then the normal Confirmation procedure described above continues.
- In case the Away Team Captain/Player does NOT proceed with confirming the results, the Home Team Captain/Player has again three options:
  - he can chat with the Away Team Captain/Player via the chat box and simply ask him to confirm the results, and if he does, the results are definitively confirmed and final;
  - he can force the Away Team Captain/Player to proceed to filling in the results by clicking the “Request control to fill in score” button, which will then start a 5 minute countdown clock during which the Away Team Captain/Player can still himself fill in the results, and if he does, the Normal Confirmation Procedure described above continues. In case the Away Team Captain/Player still doesn't fill in the results within the 5 minutes deadline, the Home Team Captain/Player will automatically become the Away Team Captain/Player (and vice versa)

and will be able to confirm the results himself and then click the “confirm results” button, and then the results are definitively confirmed and final;

- he can call a Referee and ask the Referee via the chat box to confirm the results in the Away Team Captain/Player’s place, and then the results are definitively confirmed and final.
- In case of a dispute with regard to the correct results during the confirmation procedure, each Team Captain/Player can at any time call a Referee and ask the Referee via the chat box to resolve the dispute by determining himself – in good conscience – the final results and confirm them, immediately leading to the definite and final confirmation of the results.

Any dispute remaining or arising after definite and final confirmation of the results (by the parties or by a Referee), whether or not already followed by a Payout, will need to be dealt with between the players directly, outside of NFT GUILDS and without involving us. We will never interfere with any such dispute and our sole remaining responsibility after definite and final confirmation of the results (by the parties or by a Referee) is to proceed to the next phase of the Tournament and/or Payout (in case the Tournament has ended). You understand and agree that we shall not be liable in any way for any damage you might suffer due to us proceeding with the Tournament and/or proceeding to Payout (in case the Tournament has ended) after definite and final confirmation of the results. Under no circumstances can or shall we be required to intervene in the event that the later settlement of the dispute between the parties might reverse or could in any other way have an effect on the results of the Tournament and/or Payouts been done. If necessary, the parties must redistribute the prize money from the Payout among themselves or find another solution to settle their dispute, in which case we are not held to facilitate any remedy whatsoever.

iv. Automatic calculation of Payouts depending on final rankings

Once the Tournament results have been confirmed in accordance with the provisions of the aforementioned sub-title iii., the system will automatically proceed to the actual Payouts, based on the final rankings of respectively the Teams or the individual players. The actual calculation of the amount of prize money paid out to the Teams or individual players (1) varies depending on the size of the Prize Pool, but (2) will always be calculated in conformity with the following calculation parameters:

<https://nftguilds.io/NFTGuilds/privacy/payouts.xlsx>

4.2.6 Referee intervention

In case of a Referee intervention during the Confirmation Procedure, the Referee can chat with the Team Captains/Players involved via a chat box. The Referee called can (a) call up all Tournament details available on NFT GUILDS by clicking the “Tournament” button in his dashboard, (b) can, upon request, fill in results, (c) can, upon request, confirm results (and will be asked, when the results are confirmed, to close the intervention by clicking the “close complaint” button).

All Users are asked to fully cooperate with any Referee intervention and provide the Referee with all information and material requested with a view to solve the matter at hand.

Referees are fully independent deciders (including independent from us), who will always have to decide in good conscience with regard to the matter at hand.

On NFT GUILDS, decisions of Referees are always final and cannot be challenged or disputed. On NFT GUILDS, all Users are always definitively bound by the Referee decision, and so are we. Under no circumstances we can or will overrule any Referee decision. We will not intervene with any referee intervention or decision, will not react to any complaint with regard to a Referee decision, and cannot be held liable in any way for any damage a User might suffer and/or claim due to a decision made by a Referee.

#### **4.3 Payment Terms and Conditions:**

4.3.1 Our wallet and crypto payment service provider: The service provider for all crypto payment transactions via NFT GUILDS, including the provider of our own NFT GUILDS wallet, is OKX (<https://www.okx.com/>).

4.3.2 Payment options: Entrance Fees can be paid to us via an OKX wallet, a non-OKX wallet or with vouchers. The same applies to Guild creation fees, except for payment with vouchers.

**Only if you own an OKX wallet, crypto transactions between us will be free of “GAS fees”. If your wallet provider is *not* OKX, then you must be aware that on any crypto payment transaction between our wallets (in both directions!), a GAS fee will be applied. This might for example lead to lower Payouts and lower refunds!**

Throughout NFT GUILDS, where relevant we try (but cannot guarantee) to indicate what the difference would be in case of application and non-application of GAS fees.

If you want to avoid to pay too much GAS fees, you can choose to buy digital vouchers from us to pay (multiple) future Entrance Fees. Just surf to the “voucher” section and follow the instructions.

In case of a refund of an Entrance Fee, when a non-OKX Wallet address is registered for your Account or you paid your Entrance Fee with vouchers, we will always offer you the possibility to choose between a refund on your non-OKX wallet (implying a lower refund because of the GAS fees), a refund on an OKX-wallet (and ask you to provide us with the address) or a refund in vouchers (with the value of a *full* refund (without application of GAS fees)) you can use for future payments of Entrance Fees on NFT GUILDS.

In case of a Payout after a Tournament, when an OKX wallet is registered for your Account, the Payout will automatically be done to that OKX wallet. In case a non-OKX wallet is registered for your account, we will first offer you the possibility to choose between a Payout on your non-OKX wallet (implying a lower Payout because of the GAS fees), a Payout on an OKX-wallet (and ask you to provide us with the address) or a refund in vouchers (with the value of a full refund (without application of GAS fees)) you can use for future payments of Entrance Fees on NFT GUILDS.

4.3.2 Accepted currency: At present, we only accept crypto payments in “Gala” (🎮) and in “Town” (🏠). Payment of Guild creation fees can only be done in “Gala” (🎮).

## **CHAPTER V: OTHER LEGAL TERMS**

**5.1 Agreement:** These Terms form a legally binding agreement between the User and us (hereinafter “Agreement”). We might from time to time alter the present Terms. The altered Terms take effect from the moment they are published on the Website. All Users will immediately be notified by e-mail of such publication (and thus coming into force) of a new version of the Terms. The most recent version of these Terms is available at all times via <https://nftguilds.io/NFTGuilds/privacy/terms.pdf>. By simply accessing or making use of NFT GUILDS, the User acknowledges to have read and to agree with – the latest version of – these Terms. **In case of non-acceptance of – the latest version of – these Terms (or any part thereof), the User is not allowed to (further) access or make (further) use of NFT GUILDS in any way**, and is requested – if applicable – to immediately stop registering for or creating an Account, or (when the Account is already created) send us an immediate request for deletion of the Account (see article 2.7 of the present Terms). For legal certainty purposes, but without prejudice to the foregoing, we might from time to time ask for your explicit confirmation of consent with – the latest version of – these Terms (e.g. when creating your Account).

**5.2 Prohibition of organising games of chance:** NFT HOLDING is not an organiser of “games of chance”, nor does NFT HOLDING want to get involved in any game of chance. Under “game of chance” is to be understood: any game or bet, where a stake of any kind, either the loss of that stake by at least one of the players or bettors, or a profit of any kind for at least one of the players, bettors or organizers of the game or bet and where chance is an even incidental element in the course of the game, the designation of the winner or the determination of the winning size. **Tournaments organized via NFT GUILDS may never pertain to a game qualifying as a game of chance. In case NFT HOLDING has the slightest indication that a Tournament organised through NFT GUILDS is a Tournament related to a game that qualifies wholly or partly (e.g. through the integration of “loot boxes”) as a game of chance, NFT HOLDING is entitled to immediately terminate (the organisation of the) Tournament and temporarily or permanently ban any and all Users involved in setting up or participating in such games. The same applies to Users who organise or participate to games of chance outside of NFT GUILDS (e.g. on third party platforms) with regard to Tournaments organized via NFT GUILDS.** Despite our efforts to actively monitor the foregoing, we cannot guarantee at any time that all Tournaments organized through NFT GUILDS comply with the present prohibition. If a User believes that a Tournament organized via NFT GUILDS pertains to a game of chance and/or a User gets wind of a game of chance organized outside of NFT GUILDS (e.g. on third party platforms) with regard to a Tournament organized via NFT GUILDS, the User is requested to immediately report this via [support@nftguilds.io](mailto:support@nftguilds.io) so that we can take adequate action.

**5.3 Availability of NFT GUILDS:** Without prejudice to all other provisions regarding the availability and accessibility of NFT GUILDS under the present Terms, we will always try to the best of our abilities – but cannot guarantee – to keep NFT GUILDS available to our Users to the maximum. However, we are authorised, at all times and without necessity for prior notice, to make procedural, technical, commercial and any and all other changes and/or improvements to NFT GUILDS, which might have a temporary or permanent impact on the availability and accessibility of (certain parts of) NFT GUILDS. We cannot be held liable in any way for any damage suffered by a User due to the temporary or permanent unavailability or inaccessibility of (certain parts of) NFT GUILDS.

**5.4 Specific access restrictions:** Although it is our goal to enable worldwide access to NFT GUILDS, we cannot guarantee that NFT GUILDS is (fully) available to Users in every country or region of the world (for example due to territorial restrictions on the use of certain third party software applications integrated in NFT GUILDS). While accessing and using NFT GUILDS, each User is solely and fully responsible to comply with all relevant national and supra-national legislation, as well as all governmental and judicial orders to which the User is subjected. We are always entitled to, whether or not at our own initiative, to restrict access to or the use of (certain aspects of) NFT GUILDS to certain



Users because of national or supra-national legislation and/or governmental and judicial orders to which we, our third-party providers or the Users concerned are subjected.

**5.5 Various other restrictions:** As a User of NFT GUILDS, you understand and accept that it is strictly forbidden to:

- infringe any law through or as a result of accessing or using NFT GUILDS;
- make statements or take any other action which has a negative effect on our and NFT GUILDS's reputation or good name;
- collect and/or use personal data and/or other Account Data from other Users, for any purpose whatsoever;
- use metatags without our prior written consent;
- frame any part of NFT GUILDS without our prior written consent;
- engage in data mining or screen scraping, or use robots or similar data gathering tools on NFT GUILDS;
- place viruses, worms or other harmful code on or spread them via NFT GUILDS;
- change, alter or hack NFT GUILDS (or any part thereof);
- change, alter or hack websites or applications of third parties and making it look as if those websites, applications or third parties are associated with us or NFT GUILDS;
- sell or otherwise exploit access to or use of (a part of) NFT GUILDS towards third parties.

It is permitted to create a hyperlink from your own website to the homepage of the Website of NFT GUILDS, provided that you do this in a lawful manner and do not damage our or NFT GUILDS's reputation, or abuse or attempt to derive benefit from our or NFT GUILDS's reputation.

**5.6 Information and content on NFT GUILDS:** All texts, photos, videos, drawings, databases (both structure and content), software, trade names, domain names, brands, logos, designs and other possible information and content of, or appearing on, NFT GUILDS might be protected by intellectual property rights belonging to us or to third parties. Without prior written consent from us or the third party proprietors of the protected information or content, it is strictly forbidden to use, download, upload, save, copy, duplicate, reproduce, change, make public, print, distribute, sell, license, transmit, disseminate, perform, display, post, broadcast, create new works from or derivative works based on, reformat, rearrange, modify or in any way transfer information and content provided via NFT GUILDS, incorporate any of the foregoing in any other database or compilation, including any online or offline publication, or in any other manner or otherwise exploit the Website or the Applications, or grant any rights thereto to third parties, in a manner which violates said intellectual property rights. Subject to the conditions of the present Terms, we hereby grant each User a limited, personal, revocable, non-exclusive, non-transferable right to use NFT GUILDS and to view the information and content that appears on NFT GUILDS in the manner and in the format it is made available via our Website and Applications.

**5.7 Notification of (potential or actual) infringements:** If you have a complaint regarding certain content on NFT GUILDS that you deem illegal, unauthorized or in violation of these Terms, the User is requested to immediately report this to the NFT GUILDS Support Service via [support@nftlookup.io](mailto:support@nftlookup.io). If your complaint concerns an alleged infringement of your or someone else's intellectual property rights, for your complaint to be admissible, it must contain at least the following information:

- A clear specification of the content, available through NFT GUILDS, which you consider to be infringing;
- Adequate information enabling NFT GUILDS to contact you, as well as the rights holder (in case you are not the rights holder yourself), such as e-mail address, telephone number, etc;

- A statement that you reasonably believe that the reported use of the content is not authorized by the intellectual property rights owner (being yourself or a third party) and/or pursuant to any law;
- A statement that the information you provide is accurate and, where applicable, that you are entitled to act on behalf of the owner of the allegedly infringed rights.

We will attempt to handle any complaint with due care and within reasonable delay, but are under no obligation to take any action with respect to any complaint if we are not fully convinced of the alleged infringement.

**5.8 Links to third party websites and applications:** NFT GUILDS may contain hyperlinks to third party websites or applications, or refer to third party websites or applications. We have no control over the content or other characteristics of those websites or applications and cannot be held liable for the content or characteristics of those websites or applications. When we add to NFT GUILDS a hyperlink to another website or application of a third party, this does not mean that we agree with the content of that website or application.

**5.9 Obligation of means:** Unless explicitly stated otherwise in these Terms, any commitment by NFT HOLDING under these Terms, qualifies as an obligation of means.

**5.10 Liability:** NFT GUILDS, including all information and material provided through NFT GUILDS, is provided “as is”, without any (express or implied) warranty and thus *inter alia* without guarantee of completeness, correctness, actuality or availability. Use of NFT GUILDS is entirely at your own risk. NFT HOLDING cannot be held liable under any circumstances for information and material added to NFT GUILDS by Users or third parties. Insofar as permitted by mandatory law, we cannot be held liable for any damage whatsoever suffered by you or a third party, including but not limited to material, non-material, physical or moral damage (even if we have been informed of the likelihood of such damage), resulting from:

- interference, disruption or defects in the electronic provision of services through NFT GUILDS;
- the completeness, correctness, actuality and availability of NFT GUILDS, including of the information and content made available via NFT GUILDS;
- the loss of Account Data;
- the output of the tools we provide on NFT GUILDS;
- the impossibility to access or use (certain parts of) NFT GUILDS at any given moment in time;
- viruses or other potentially harmful code which, despite all our precautions, appear on NFT GUILDS;
- fraudulent falsification of data by third parties as a result of unauthorised access to NFT GUILDS;
- the use of third party services offered via NFT GUILDS;
- information or material added to or spread via NFT GUILDS by Users or third parties;
- unauthorised access to or editing of a User’s transmission or User data;
- in general, unlawful use of NFT GUILDS by any User or third party.

Without prejudice to the provisions of the present Terms excluding our liability in different circumstances, in case we *would be* held liable for any damage caused to a User, we are only liable for the compensation of direct damages suffered as a result of a material shortcoming or wrongful act that can be attributed to us. Direct damages only include material damage to goods, reasonable costs incurred to prevent or limit direct damage, as well as reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair. For the sake of clarity, the present limitation of liability does not exclude our liability for gross negligence or wilful misconduct.

**5.11 Nullity:** If any provision of these Terms is (wholly or partly) void or invalid, the User and NFT HOLDING remain bound by the remaining provisions of these Terms. The void and/or invalid provision will then be replaced by a valid provision with legal consequences in line with the invalid provision as much as possible.

**5.12 Non-exercise or non-enforcement of rights:** Non-exercise or non-enforcement of any right or provision of these Terms by NFT HOLDING shall never constitute a waiver by NFT HOLDING of such right or provision.

**5.13 Termination:** In principle, each User can terminate the Agreement at any moment in time by sending us a request to delete his/her Account. Notwithstanding the foregoing, even after termination of the Agreement by deletion of the Account, the User remains fully liable towards NFT HOLDING for any and all non-compliance with these Terms before termination of the Agreement (including but not limited to the possible repercussions attached to such non-compliance as adopted in these Terms). NFT HOLDING itself is entitled to terminate the Agreement, without obligation to pay any kind of compensation to the User:

- By deleting the User's Account:
  - (1) because of any violation by the User of the present Terms, as well as any behaviour of the User concerned that might compromise NFT HOLDING's security or integrity, as well as the security or integrity of its Users, and this immediately and without any formal requirement (e.g. notice of default, explicit motivation, etc.);
  - (2) in the event of an insolvency procedure (including but not limited to bankruptcy procedures) opened with regard to the User (irrespective of the initiator of such proceedings), and this immediately and without any formal requirements (e.g. notice of default, explicit motivation, etc.);
  - (3) because of (and according to) any legal requirements forcing us to delete the concerned Account and/or ban the concerned User from NFT HOLDING;
  - (4) in case we are of the opinion that it is no longer in our business interest to provide services to the User concerned, and this by solely having to respect a notification period of 1 month, starting on the 1<sup>st</sup> day of the month following the date of notification (notification by e-mail to the e-mail address linked to the User's Account).
- When permanently terminating any and all services provided through NFT HOLDING, and this by solely having to respect a notification period of 3 months, starting on the 1<sup>st</sup> day of the month following the date of notification (notification by e-mail to the e-mail addresses linked to the Users' Accounts).

**5.14 Applicable law and competent court:** The present Terms are governed by the laws of Belgium. Any dispute that arises between a User and NFT HOLDING will be submitted to the competent Dutch speaking court in Brussels.

**5.15 Contact details:** For any and all requests, you can contact the NFT HOLDING Support Service via [support@nftlookup.io](mailto:support@nftlookup.io). NFT HOLDING's full coordinates:

NFT HOLDING B.V.  
Address: Groeneweg 17 | 9320 - Aalst | Belgium  
E. [support@nftlookup.io](mailto:support@nftlookup.io)  
W. [www.nftguilds.io](http://www.nftguilds.io)  
VAT number: BE0786.434.824  
Enterprise number: 0786.434.824