

Home X Terms of Sale

- a) These Terms of Sale are entered into between you (hereinafter referred to as “you” or “your”) and us (as defined below) telling you the rules for using our Services.
- b) By using our services, in any possible way, you fully agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Sale (hereinafter referred to as “Terms”).
- c) You also fully agree that you have read, understood and accepted all of the terms and conditions stipulated in the Terms of Service, available at: https://homex.dev/wp-content/uploads/2023/05/HomeX_Terms-of-Service.pdf. They apply complementarily to these Terms. In case of discrepancies, between these Terms and the terms and conditions stipulated in the Terms of Service, the latter will prevail.
- d) Please be aware that accessing or using any services accessible through external links displayed on the Website are not covered by these Terms. Please carefully read all terms that are applicable to those services before accessing the third-party’s services.
- e) If you do not accept either these Terms, or the terms and conditions stipulated in the Terms of Service, do not access our platform and/or our services. They constitute a legal agreement and create a binding contract between you and us.

1. What is HomeX

- a) Home X is a digital brand associated with NFTs. Our first NFT collection is called the “First Travelers” and it consists of a maximum of 3,333 individual ESDT tokens with generative traits, running on the MultiversX network.
- b) The artwork and traits were hand-drawn by Home X (sometimes referred to herein simply as “we”, “us”, or “our”) before being randomly generated with thousands of different combinations.

2. General provisions

- a) For the purpose of these Terms, Home X is a service provider whose role is limited to generate the „First Travelers” NFT collection.
- b) We do not provide investment or consulting advice of any kind and are not responsible for the use or interpretation of information available on our platform (regardless of the uploader) or any other communication method.
- c) All our services are available only to persons who are in full civil capacity according to Romanian regulations.
- d) Our platform only has a presentation purpose and does not guarantee the services’

accuracy, applicability, reliability, integrity, performance, or appropriateness. Home X or its affiliates shall not be liable for any loss or damage that may be caused directly or indirectly by your use of our services.

- e) Please note that Home X offers no guarantee or assurance of the uniqueness, originality, property right or quality of any NFT displayed on the platform.
- f) You understand and assume the risks associated with using our platform's services or with the purchase of NFTs. It is recommended to exercise a high level of prudence and responsibly and assume decisions within your own capabilities, at your own risk.
- g) Considering that any third party is able to associate any benefit to the NFTs, you understand that under no circumstances may Home X be liable for fulfilling any obligation/benefit offered, assumed or promised by any third party.
- h) The benefits associated with the NFTs by a third party are subject to the third party's terms and conditions.
- i) You expressly acknowledge that any reference to the benefits offered by third parties which may be mentioned on the platform are listed only for informative purposes only and do not represent any guarantee or promise assumed by us.
- j) Please take into consideration that the value of EGLD and NFTs and any other cryptocurrency may change by +/- 100% every second by reference to the acquisition price or by reference to any previous value.
- k) All the EGLD and NFTs prices and USD conversions available on the platform represent the market value at the date of posting such information on the platform. Home X or its partners/affiliates are not responsible for any market value changes by reference to the acquisition price or by reference to any previous value.

3. Who do we address our services to?

To be eligible to mint our NFTs, you must:

- be a consumer (by this we mean you are a natural person using NFTs for your own personal use and not any commercial purpose);
- be aged 18 or over (or otherwise be of an age of full legal capacity in your country of residence);
- agree to these Terms of Use;
- be a resident of a country where we offer our services.

4. Price

There is a fixed minting price of 1.15 EGLD, to which the gas fees are added. There is a maximum number of NFTs that can be minted per person.

We may change our price for reasons including the following:

- we improve or enhance our services;
- the cost to us of providing the services increases (such as when we have to pay third-parties more for their content or due to changing economic

- conditions (such as currency fluctuations, inflation or tax changes));
- we introduce new programmes, content and services;
- we change the way we structure our services;
- we invest in improving our customer support;
- after there has been an introductory lower price in effect;
- other costs associated with running our services increase; or
- there was an obvious error related to the prices.

If we increase our price, you will be made aware of such price increase by the updating of these terms.

5. The Acquisition Process

- a) You may be granted the possibility to enrol in the minting process on our platform and be rewarded with a random NFT, provided that you pay the minting price and there are NFTs available to be minted.
- b) You assume that any subsequent sale of the NFTs is subject to a royalty in the amount mentioned on the platform which will be deducted by Home X from any subsequent sales' price performed by you.
- c) Under no circumstances will Home X be held liable for any sale performed outside of our platform by other individuals or entities.
- d) If the NFTs are acquired through our platform, they will be automatically sent to you only if the following conditions are cumulatively met:
 - You have expressed your intention to purchase the NFT for the price displayed on the platform, by following the buying procedure available therein;
 - The payment of the NFT was successfully performed;
 - You expressly ordered Home X to mint your NFT and accepted, by ticking the corresponding box, that it will not be able to request the refund of the NFT after placing the order (by pressing the „Mint” button or any equivalent button available on the platform).
- e) The NFT/s will be automatically delivered to your MultiversX Wallet's public address via the smart contract in place.
- f) The NFT will not be handed over if, in any way, the conditions provided by the provisions of art. 7.4 are not cumulatively and continuously fulfilled.
- g) The NFTs will be minted and allocated to your wallet based on the order in which the transfers of the EGLD to the Home X wallet were registered on the blockchain, respectively based on the timestamp of the transaction's hashes (as it results from the verification of the hash of the transaction).
- h) Proof of the EGLD transfer and delivery of the NFT shall be made using the unique code of each transaction (the “Transaction Hash”) which can be verified on the following platform: <https://explorer.MultiversX.com/>. The Transaction Hash

represents justifying documents for the fulfilment of the obligation.

- i) The transfer of the EGLD and the delivery obligation shall be considered fulfilled if the transaction associated to the correspondent Transaction Hash has been validated at least 15 (fifteen) times, namely by fifteen transaction groups, hereinafter referred technically as “blocks”.
- j) The validation of each transaction according to the above-mentioned mechanism shall be construed as a fulfilment of the delivery/payment obligation for the respective NFT subject matter of each acquisition.
- k) You hereby agree that by accessing the Transaction Hash on <https://explorer.MultiversX.com>, the following elements shall be considered proven: (i) status of the transaction (success, pending or rejected), (ii) the age of the transaction (time-stamp); (iii) the address of the block in which the transaction was included; (iv) the public address from where the EGLD or the NFTs were sent; (v) the public address to which the EGLD or NFTs were sent; (vi) the value of the transaction (the amount sent); (vii) transaction fee;
- l) Please be aware that any transfer performed to the MultiversX’s address without strictly following the above mentioned steps, sending cryptocurrencies other than EGLD, or not following all the steps indicated on the platform may cause the permanent loss of the transferred funds.
- m) Under no circumstances may we be held responsible and liable for any aspect, regardless of its nature and value, in connection with the transferred cryptocurrencies from or to your MultiversX address.
- n) By acquiring the NFT, you expressly represent and warrant that:
 - you have accepted and you are legally bound by these Terms, the Terms of Service, and other platform rules applicable to you;
 - you are an individual of legal age to form a binding contract under your applicable laws; and
 - you have the full capacity to accept these Terms of Sale and the Terms of Service and other applicable rules, in your own name;
 - you are a non-U.S. citizen;
 - you are not subject to a criminal or fiscal sanction in any jurisdiction;
 - you have not been previously banned, removed, revoked, or restricted in any way, in any jurisdiction;
 - you are allowed to use the platform and services and by doing so you will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing;
 - you are the only owner of the wallet used to acquire the NFTs, and you will not use it for or in the benefit of any other person;
- o) Home X may decide, at its sole discretion, to refuse to offer services to you without having the obligation to provide arguments to support its decision.

6. Airdrops

- a) Because we appreciate our community, we may choose to deliver (airdrop) some rewards and gifts for you. Hence, based on a random mechanism, we may send you small rewards/gifts that you can enjoy, subject to the additional terms and conditions that may be provided thereof.
- b) Please note that not every NFT holder is entitled to receive the said rewards/gifts. It is our exclusive decision on the rates, percentages, value, quantities, gift/reward types of any airdrop that we may decide to carry out.

7. Prize Draws

- a) Home X Game may offer promotional prize draws embbed within (or, in any case, in the context of) the Game („Prize Draws”). By entering a Prize Draw, you acknowledge and agree that their specific terms and conditions apply in addition to these terms. Check the details of each Prize Draw to access the specific terms and conditions.
- b) The Prize Draws are intended for promotional purpose and are not considered an essential part of the Game.
- c) Note that no purchase, payment, or donation of any kind is necessary to enter or win. All entries into a Prize Draw have an equal chance of winning.
- d) To be eligible to enter a Prize Draw or be awarded the respective prize(s), you must be at least 18 years of age or older at time of entry and must be a Romanian citizen.
- e) All Prize Draws will provide the following two methods of entry:
 - In-game method: Follow the playing instructions of the Game.
 - Alternate method: Write or type your full, legal name, home address (no post office box addresses accepted), city, post code, phone number (optional), email address, wet-ink signature and which Prize Draw you want to enter, on a postcard, and scan it. Send the scanned entry to Home X via e-mail at homex.nft@gmail.com. All entries must be received via e-mail (post or hand delivered entries are not eligible and will be void) before the applicable entry period end time/date to be valid. Each eligible entry received via this method will be equivalent to a single entry into the Prize Draw, with effect from the date that an entry is received and processed. No mechanically reproduced entries are permitted. Illegible entries are void. Home X is not responsible for lost, late, delayed, inaccurate, incomplete, misdirected entries or entries not received by the last day of the applicable entry period. Proof of submission will not be deemed to be proof of receipt by Promoter. You can enter by this method as many times as you wish, so long as you send separate e-mails for each scanned postcard and don't exceed the applicable maximum entry limit (if any). All entries must be submitted by you, individually, to be valid. Use, or attempted use, of any robotic, automated, programmed, mechanical, or other non-manual entry methods, will void all entries for you and result in your disqualification from all Prize Draws. No copies, facsimiles, or other mechanical or electronic reproductions of entries will be accepted. HomeX has the sole right and discretion to make a determination that you used or attempted to use any such prohibited automated entry methods.

8. The platform's functionality

- a) Sometimes it will be necessary and we may need to suspend or withdraw the platform.

- b) We do not guarantee that our platform, or any of its content, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- c) You are responsible for ensuring that all persons who access our platform through your internet connection are aware of these Terms of Sale and other applicable terms and conditions, and that they comply with them.

9. How might our content or services change?

- a) We aim to continually improve the experience of all our users. As such, HomeX and its content may be replaced, modified or updated regularly from time to time in the future – that means on any given day, week or month, fresh and exciting content may become available (and other content will stop being available). Changes, modifications or updates to the content and other changes to the appearance of our website should not be considered as modifications brought to our Contract, unless applicable law requires otherwise. We don't guarantee the continued availability of any particular content, including the Game.
- b) From time to time, we might change, modify or update the software, services, features or functionality that are available via HomeX. So, you should check the HomeX website regularly for details of what's available.
- c) Some content available on HomeX is supplied by third-parties. The availability of this content may therefore be outside our control, and we may be unable to make certain content available.

10. What network connection do you need?

- a) You need broadband or a mobile network and you'll need a fast enough line or mobile connection speed and an adequate broadband data allowance. The quality of our service may be affected by your network connection and some features may be unavailable with connections below certain speeds. Please check with your broadband or mobile network provider for information on possible data usage charges, speeds or restrictions. We are not responsible for any broadband or mobile service not provided by us and you should contact your provider if you experience issues with it.
- b) Use of our content will normally count towards any usage limits that apply to your broadband service or monthly mobile data allowance. You'll be responsible for all costs charged by your mobile network and broadband provider.

11. What devices can you use?

- a) To use our content or services, you will need to use an internet-connected personal computer that continues to meet the most up-to-date system and compatibility requirements available.

- b) Certain services or content may not be available on all devices.

12. How many devices can you use?

You may only access our content and services using a maximum of one device. We do this to help to ensure that use of the HomeX services remains exclusively for private (not commercial) purposes.

13. The legal right to cool off

When you sign-up, we ask you for your agreement to receive access to HomeX immediately (i.e. during your statutory cancellation period) and thus you acknowledge that by agreeing to this you lose your legal right to cancel and receive a refund without giving any reason (within the legal deadline of concluding our Contract) (often known as a "cooling off period" or "right of withdrawal").

14. Prohibition of Use and Commitments

- a) Depending on your country of residence, incorporation, or registered office, you may not be able to access or use our platform. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access our platform.
- b) By accessing and using our services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or the denied persons or entity list of the U.S. Department of Commerce.
- c) We reserve the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, at our own discretion, the provision of our services in certain countries or regions.

15. Licensing

- a) Subject to the fulfilment of the foregoing Terms, Home X grants you a revocable, limited rights, royalty-free, non-exclusive, non-transferable, and non-sublicensable licence, only to access and use our Platform through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use the services for resale or commercial purposes, including operations on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding our services are at the discretion of Home X. We reserve all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using our services in any way not expressly authorised by these Terms.
- b) To avoid any misunderstanding:
- These Terms only grant a limited licence to access and use our services. Therefore, you hereby agree that when you use our services, we do not transfer our services or the ownership of intellectual property rights of any intellectual property to you or anyone else.
 - All the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided as a part of our services are exclusively owned, controlled and/or licensed by Home X or its members, parent

companies, licensors, affiliates.

- c) Home X owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about the services that you provide through any means of communication. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

16. No Refund Policy

- a) No refunds shall be given for any reason, such as due to any change in NFT prices, promotional prices, discounts, or any special offers.
- b) All NFTs available on our platform will be native NFTs, meaning from the Home X native wallet or from a wallet in connection with Home X. By ordering an NFT, your transaction will be registered in the blockchain and it will be impossible to delete this purchase later on. Therefore, considering that the transfer to you has the effect of inseparably and irreversibly registering your public address in the history of each NFT, equivalent to their unsealing / personalization, you will not be eligible for refund or redemption.
- c) You understand that NFTs are unique tokens minted by us at the acquisition moment, individually for each buyer.
- d) The NFT will be transferred only to your public address used for transferring the EGLD to the Home X wallet that is linked to the platform at the acquisition moment.

17. Wallet and Assets

- a) We do not have access and we will never store any private keys related to your wallets.
- b) You are responsible for all activity that happens on or through your wallet.
- c) You acknowledge and agree that if your wallet becomes inaccessible to you, all data/funds (including the transferred NFTs) stored in it are lost forever.
- d) Considering the aspects mentioned above, you agree that you are the only one responsible for:
 - The funds you decided to transfer;
 - Using compatible devices and apps;
 - Any and all payments performed.
- e) Transferred funds are not refundable if the conditions provided herein are met, even if you transfer the NFT back to the minting address. Please note that sending back the NFT to the minting address may cause its permanent loss.
- f) We assume no liability for any loss or consequences caused by authorised or unauthorised use of your MultiversX wallet, including but not limited to unauthorised access to your wallet caused by information disclosure, hacking, information release, phishing, etc.

18. Restrictions

- a) By using our services, you firmly assume:
 - To fully comply with the requirements of applicable laws and regulations and

these Terms, as well as the Terms of Service.

- To fully comply with public interests, public morals, or the legitimate interests of others, including to avoid taking any actions that would interfere with, disrupt, negatively affect, or prohibit other people from using our services;
 - To use our platform's features solely for the purposes listed in these Terms;
 - not to influence in any way the platform's services by trying to modify, replicate, duplicate, copy, download, transfer, store, disassemble, further transmit, publish, disseminate, broadcast, remove or alter any copyright statement or label, or licence, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties;
 - not to use any mechanisms such as, but not limited to: deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of our services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through our services;
 - not to attempt in any way to access any part or function of the properties/features without authorization, or connect to our services or any Home X infrastructure (servers or any other systems or networks) provided through the services by hacking, password mining or any other unlawful or prohibited means;
 - not to try to identify any vulnerability of the platform (including the third party integrated), or violate any security or authentication measures;
 - not to try to obtain, in any way (including direct requesting, reverse look-up, track or seek to track) any information of any other users or visitors of the platform;
 - not to take any measure that would cause the platform to slow down or stop working;
 - not to use any devices, software or any other function which may alter or interfere with the proper functioning of the platform;
 - not to use any of the features available on the platform in an illegal way.
- b) You expressly empower Home X to perform any action to identify and investigate any violation of these Terms or the Terms of Service, unilaterally determine whether you have violated these them, and take actions (without your prior consent or notice) such as, but not limited to:
- blocking and closing your ongoing activities;
 - blocking the possibility to access the platform, to continue your use of the platform;
 - reporting the incident to the competent authorities;
 - publishing the alleged violations and actions that have been taken;
 - deleting any information, you published that are found to be violations;

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by these Terms or the Terms of Service, or may directly, or indirectly, violate those provisions;
- is related to illegal activities or are aimed at causing harm to another person, regardless of the way this purpose is planned to be achieved;
- access or collect data from our products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

19. Indemnification

You agree to indemnify and hold harmless Home X, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, our services, (ii) your breach or our enforcement of these Terms or the Terms of Service, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of our services. If you are obligated to indemnify us, our affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms or the Terms of Service, Home X will have the right to control any action or proceeding and to determine whether Home X wishes to settle, and if so, on what terms.

20. Warranty and Disclaimers

- a) To the fullest extent permitted by applicable laws, Home X and its parent companies, subsidiaries, affiliates, officers, directors, employees, contractors, agents, partners, licensors and distributors (collectively Home X entities) do not make any representations, promises, or warranties, express or implied, about the services and the NFTs listed on the platform. We provide our services on an "as-is," "with all faults," and "as available" basis.
- b) Your use of the services, including our content within the services is at your own risk and we do not represent, promise, or warrant that the Services will be uninterrupted, timely, secure, or error-free or will offer you any benefit of any kind.
- c) You understand and agree that no data transmission over the internet or information storage technology can be guaranteed to be secure, and we expressly disclaim any warranties, express or implied, to that effect, including but not limited to those such as: the transfer of any kind of funds/value or the transfer of any NFTs.
- d) We make no commitments, promises or warranties about the content of the services or content linked from the services, the support we provide for the services, the specific functions of the services, the security of the services, or the services' reliability, quality, accuracy, availability, or ability to meet your needs, provide certain outputs or achieve certain results.
- e) Some jurisdictions provide for certain implied warranties, such as the implied warranty of merchantability for a particular purpose and non-infringement. To the fullest extent permitted by applicable law, we disclaim any and all implied or express promises or warranties about the services.

21. Liability

- a) To the fullest extent permitted by applicable laws, you agree and understand that Home X will not be liable for: any indirect, special, incidental, consequential, treble or other multiples of damages, exemplary or punitive damages arising from or in connection with these Terms or the Terms of Service.
- b) Home X is not responsible for any lost profits, lost revenues, lost business

opportunities, diminution in value, including any alleged loss or diminution in value of personal information, or any other losses (collectively, "losses") arising from or in connection with these Terms or the Terms of Service, including, but not limited to, losses resulting from or in connection with: the deletion of, alteration of, mis-delivery of, or failure to store data and funds maintained or transmitted by/through the services; the limiting, suspension or termination of your order/benefits; your downloading or sharing of information, including personal information, via the services; the unauthorised access to any data maintained or transmitted by the services; links provided by the services or third parties to external sites or resources; your dealings with or participation in promotions of advertisers found on or through the services; or any good or services sold by such advertisers; failure of any third party to offer the indicated, suggested, proposed or promised benefits.

- c) Home X will not be liable for any loss or damage, of any kind which may arise, directly or indirectly from or in connection to any decision that you perform after reading and/or interacting in any possible way with the NFTs, the platform's services or with the platform itself such as but not limited to: the decision to buy NFTs or any transfer of funds.
- d) Home X will not be liable for problems caused by others, the wrongful or unlawful actions of third parties, or „acts of God". The limitations and exclusions in These terms will apply whether or not we have been advised of or should have been aware of the possibility of any losses arising.
- e) To the fullest extent permitted by the applicable laws and except as otherwise stated in these Terms, Home X is not liable in connection with any disputes that arise out of or relate to These terms or our services.

22. There are other terms that may apply to you

- a) Businesses and organisations may pay us to show you ads for their products and services. By using our services, you agree that we can show you ads that we think will be relevant to you and your interests.
- b) We don't sell your personal data to advertisers and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission.

23. Intellectual Property of the content uploaded on the Platform

Our platform may display some content that we did not create and do not own, and which is published for informative and explanation purposes only.

24. We may make changes to our site

- a) Home X reserves the right to change, add or remove parts of these Terms or the Terms of Service, at any time and at its sole discretion. Every time you wish to use our site, please check the applicable terms and conditions.
- b) We will notify such changes by simply updating the applicable terms and conditions on

our website.

- c) Any and all modifications or changes to these Terms will become effective upon publication on the website or release to users.
- d) It is your responsibility to review our amended terms and conditions. Your continued use of the platform and the services following the posting of new and/or updated terms and conditions signifies that you accept and agree such changes, and that all subsequent activity performed by you will be subject to the amended terms and conditions.
- e) If you have any questions regarding or in connection with the information mentioned in these Terms, please do not hesitate to directly contact us.

25. We may transfer this agreement to someone else

- a) The transfer of rights and obligations arising from these Terms, the Terms of Service and/or the use of the platform is subject to our prior written consent.
- b) You expressly agree that Home X may unilaterally transfer all rights and obligations that may result from these Terms, Terms of Service and use of the platform without the consent of users.

26. How you may use material on our site

- a) We are the owner or the licensee of all intellectual property rights of our platform. The works are protected by copyright laws and treaties around the world. All such rights are reserved.
- b) You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

27. The information on our site

- a) The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content published on the platform.
- b) You must do your own research before buying any of the NFTs presented or described on the platform.
- c) Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content posted by us on our platform is or remains accurate, complete or up to date.

28. Website links

Where our platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

29. Other information our lawyers want you to read

- a) If you wish to complain about Home X, please contact us at homex.nft@gmail.com.
- b) We do not guarantee that our site will be secure or free from bugs or viruses.
- c) You are responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.
- d) You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- e) You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site.
- f) You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- g) If you do any of the above, we will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

30. Rules about linking to our site

- a) You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- b) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- c) You must not establish a link to our site in any website that is not owned by you.
- d) Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- e) We reserve the right to withdraw any linking permission.
- f) The website in which you are linking must comply in all respects with the content standards set out in these Terms and the Terms of Service.
- g) If you wish to link to or make any use of content on our site other than that set out above, please contact us at homex.nft@gmail.com.

31. Which country's laws apply to any disputes?

- a) You agree that the laws governing these Terms are those of Romania.
- b) In the event that a legal dispute arises from anything related to the NFTs and/or HomeX,

or arising out of or in connection with the present Terms, including with respect to the conclusion, nullity, interpretation, performance or termination of these Terms, you agree to binding arbitration. Any such claims shall be resolved by final arbitration organized by the Court of International Commercial Arbitration of the Chamber of Commerce and Industry of Romania, in accordance with its Arbitration Rules. The award shall be final, binding and enforceable.

BY AGREEING TO THESE TERMS, YOU EXPRESSLY ACCEPT AND AGREE TO ENTER INTO OUR CONTRACT AND BE BOUND BY ALL OF THE PROVISIONS OF OUR CONTRACT (INCLUDING THESE TERMS OF USE AND ANY OTHER APPLICABLE TERMS AND CONDITIONS, SUCH AS THOSE FOR A PROMOTIONAL OFFER), INCLUDING THE FOLLOWING SECTIONS:

- General Provisions**
- The Acquisition Process**
- Airdrops**
- Prize Draws**
- The platform's functionality**
- Prohibition of Use and Commitments**
- Licensing**
- No Refund Policy**
- Restrictions**
- Indemnification**
- Warranty and Disclaimers**
- We may make changes to our site**
- We may transfer this agreement to someone else**
- Other information our lawyers want you to read**
- Which country's laws apply to any disputes?**

YOU HEREBY ACKNOWLEDGE THAT YOU ARE SUFFICIENTLY INFORMED OF OUR CONTRACT AND ALL OF THE PROVISIONS OF THESE TERMS OF USE (INCLUDING THE SECTIONS REFERRED ABOVE), AND THAT YOU HAVE READ OUR CONTRACT (INCLUDING THESE TERMS OF USE AND ANY APPLICABLE TERMS AND CONDITIONS FOR A PROMOTIONAL OFFER) AND THE INTENT OF SUCH SECTIONS AND THAT YOU HAVE HAD THE OPPORTUNITY TO ANALYSE THE TERMS OF EACH SECTION. IF THERE ARE ANY SECTIONS OF OUR CONTRACT THAT YOU DO NOT UNDERSTAND OR WHICH YOU DO NOT AGREE TO, YOU SHOULD CONTACT US FOR MORE INFORMATION (AND, IN RELATION TO THESE TERMS OF USE, BEFORE YOU CONFIRM YOUR AGREEMENT TO THEM).

Last revised: 08.06.2023