

Home X

Terms of Service

A. GENERAL

1. These Terms of Service (the “Terms”) apply to sales through this website (the “Website”), as offered by Home X, as well as to sales through third party sites (for example, xoxno.com or frameit.gg), and any other blockchain-based platforms where non-fungible tokens may be bought, sold or transferred (collectively “NFT Market Platforms”).
2. By entering, accessing, browsing, submitting information to, or otherwise using the Website or any part of it, any initial purchasers and subsequent transferees of NFTs (sometimes referred to herein simply as “you” or using similar terms) are confirming that they understand and agree to be bound by the Terms and represent and warrant that they are at least 18 years old and have full legal capacity to contract.
3. Your continued use of, as well as any purchase of, acquisition of, and/or ownership of the Home X NFTs (“NFTs”) through this Website or any NFT Market Platforms constitutes your full and unconditional agreement to these Terms. If you do not agree with any of the provisions below, do not engage or do business with Home X.
4. You also fully agree that you have read, understood, and accepted all of the terms and conditions stipulated in the Terms of Sale, available at: https://homex.dev/wp-content/uploads/2023/05/HomeX_Terms-of-Sale.pdf. They apply complementarily to these Terms. In case of discrepancies, between these Terms and the terms and conditions stipulated in the Terms of Sale, these Terms will prevail.

B. WHAT IS HOMEX AND THE “FIRST TRAVELERS”

5. Home X is a digital brand associated with NFTs.
6. The first collection of Home X NFTs is called the “First Travelers”. It consists of a maximum of 3,333 individual ESDT tokens with generative traits, running on the MultiversX network. 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.
7. 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. Furthermore, as the smart contract runs on the MultiversX network, there is no ability to undo, reverse, or restore any transactions.

C. OWNERSHIP

8. You own the NFTs you purchase (or otherwise hold in your wallet). For the avoidance of doubt, by this we mean that once you engage in a transaction on either this Website or any third party NFT Market Platform for the purchase of a Home X NFT, or if you

otherwise hold an NFT in your wallet, you are or become the owner of the ESDT token and of the artistic design of the underlying character.

9. By the 'artistic design of the underlying character' we mean the artwork, i.e. the digital profile picture ("PPF"), as that term is used in the ordinary course of business to describe a "token" existing on a blockchain network that is associated with a digital image hosted on a cloud network service or similar.
10. By owning the 'artistic design of the underlying character', you own the IP rights for your particular NFT. By this we mean that we allow you to put your NFTs on clothing and merchandise, include them in video games and video projects, and generally do whatever you want with your NFTs, but you cannot use our brand names and logos on any commercial product (as detailed below).
11. All owners of Home X NFTs agree to use the NFTs only in a project or derivative work that is legal, and specifically all owners agree to not use an NFT in any project or derivative work that in any way involves hate speech, racism, pornography, or any illegal content.
12. We want you to feel empowered to create new projects and uses for your NFT. You have the right to make derivative works of your NFT as long as you own the NFT at the time of creation. Additionally, you may assign those rights to other artists, creatives, or third-party projects as long as you own the NFT at the time you grant such permissive use.
13. For the sake of clarity, nothing will be deemed to restrict you from (i) selling your NFT on any third party platform or in a private sale, (ii) owning or operating a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies each NFT owner's rights to display the art for their NFTs, and (iii) owning or operating a third party website or application that permits the inclusion, involvement or participation of NFTs generally, provided that it cryptographically verifies each NFT owner's rights to display the art for their NFTs.
14. All rights that are not explicitly granted herein to you are exclusively reserved to us, which include, but are not limited to, the intellectual property rights associated with "Home X", "The First Travelers", "The Game", and similar used names, logos, trademarks, the Website, the look and feel of the user interface, the smart contract code, the generative traits in general, and any future community aspect.
15. You acknowledge and agree that Home X owns the artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright and other creative materials that may be associated with the Home X brand.
16. Home X reserves the exclusive right to use those IP rights for any future commercializing, licensing, selling, assigning and merchandising in any manner whatsoever, including but not limited to, their use related to the Game and other games, and/or movie/television/streaming content purposes. You agree not to infringe, violate or misappropriate those rights.

17. You may assign your IP rights to other commercial projects, in the limit that was granted to you by these Terms. If you intend to buy an NFT from a third party NFT Market Platform), it is important to note that such a transfer of an NFT will be subject to those rights that the initial owner has already assigned and be subject to these Terms.
18. You own the above-mentioned rights to your NFT, as long as you continue to hold the NFT in your wallet. You are solely responsible for the proper management of your wallet.
19. Ownership of the NFT is mediated entirely by the smart contract and the MultiversX network: at no point may we seize, freeze, or otherwise modify the ownership of any NFT.

D. THE GAME

20. The HomeX NFT Game (the “Game”) is a story-driven browser game that is made available to the HomeX community members only – i.e., holders of HomeX NFTs. The game involves completing weekly quests and competing with other players.

E. FEES AND PAYMENT

21. If you decide to purchase an NFT through the Website, any cryptocurrency transactions that you engage in will be conducted solely through the MultiversX network. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions.
22. If you decide to purchase an NFT through a third party NFT Market Platform, the relevant Terms and Conditions of that third party NFT Market Platform shall apply accordingly.
23. As a general note, MultiversX requires the payment of a transaction fee for every transaction that occurs on the MultiversX network. The transaction fee funds the network of computers that run the decentralized MultiversX network. This means that, principally, you will need to pay a transaction fee for each transaction.
24. We will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage or any other transactions that you conduct via the MultiversX network, or otherwise as a result of an improper or insecure use of your wallet.

F. NOT A FINANCIAL INVESTMENT

25. You agree that by use of this Website, the nature of any transaction as facilitated by use of the Website is the purchase of an NFT, as detailed under Section “Ownership” above.
26. The Home X NFTs are meant to be a fun avatar for your in-game use, or on social media, or as a collectible. They are not meant as an investment of any kind. We make absolutely no explicit or implied warranty, commitment, promise or guarantee that the Home X NFTs have any value or have any investment or resale potential.
27. You understand and agree that the NFTs should be treated as nothing more than a fun

and creative collectible for entertainment purposes. For clarity, there is no expectation by you, nor any representation on behalf of Home X, to give rise to an expectation of profit to be derived from the efforts of others, including without limitation Home X, nor any affiliated person or entity, as a result of purchasing or continuing to possess or “hold” the Home X NFTs.

28. We are not a broker, financial institution or creditor. Nothing on this Website, including the sale of the NFTs, shall be construed as, and may not be used in connection with, an offer to buy or a solicitation of an offer to buy, hold or sell an interest in any Security or Investment Product.

G. YOUR RESPONSIBILITY

29. You are solely responsible for your own conduct while accessing or using the Website and/or for buying NFTs and for any consequences thereof. You agree to use the Website only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations.
30. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person; (iv) upload, post, transmit or otherwise make available through the Website any content that infringes the intellectual property or proprietary rights of any party or otherwise violates the legal rights of others; (v) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vi) interfere with other users' use of the Website; (vii) use the Website for any unauthorized commercial purpose; (viii) modify, adapt, translate, or reverse engineer any portion of the Website; (ix) remove any copyright, trademark or other proprietary rights notices contained in or on the Website or any part of it; (x) use any technology to collect information about the Website for any unauthorized purpose; (xi) access or use the Website for the purpose of creating a product or service that is competitive with any of our products or services. If you engage in any of the activities prohibited by this section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately interrupt your access to the Website, Game and/or other Home X distribution channels and seek redress against you.

H. DISCLAIMERS

31. You expressly understand and agree that your access to and use of the Website, including for buying NFTs, and of the Game, is at your sole risk, without us providing warranties of any kind, whether express or implied.
32. To the fullest extent permissible pursuant to the applicable law, we make no express warranties and hereby disclaim all implied warranties regarding the Website and any part of it (including, without limitation, the Website, the Game, any smart contract, or any external websites), including the implied warranties of merchantability, fitness for a

particular purpose, non-infringement, correctness, accuracy, or reliability.

33. Without limiting the generality of the foregoing, neither we, nor our representatives, do not represent or warrant to you that: (i) your access to or use of the Website or of the Game will meet your requirements, (ii) your access to or use of the Website or of the Game will be uninterrupted, timely, secure or free from error, (iii) usage data provided through the Website or through the Game will be accurate, (iii) the Website, the Game and any content, services, or features made available on or through the Website or Game are free of viruses or other harmful components, or (iv) that any data that you disclose when you use the Website or play the Game will be secure. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to you.
34. You accept the inherent security risks of providing information and dealing online over the internet, and agree that we have no liability or responsibility for any breach of security unless it is due to our willful misconduct.

I. WAIVER OF LIABILITY

35. By connecting your cryptocurrency wallet and minting an NFT with our smart contract, you will gain ownership of your NFT as detailed under Section "Ownership" above. All sales of NFTs are final and on an "as is" and "as available" basis and you agree that the use of an NFT is at your own risk. As previously noted, but emphasized for clarity, we will not be responsible or liable to you for any losses you incur as the result of your use of the MultiversX network nor do we have no control over and make no guarantees regarding any smart contracts.
36. You hereby confirm that once you own your NFT, you are responsible for any loss or damage to, or loss of access to the NFT, and Home X shall have no liability in those circumstances, whatever the cause.
37. You agree to hold Home X and any of its representatives harmless for any and all losses or damages (general, special, incidental, punitive, consequential, direct, indirect, consequential or exemplary or the like) that you may incur as a consequence of minting your NFTs. To the extent permitted by law, these potential losses include, but are not limited to, any indirect, incidental, special, consequential, or exemplary damages which you may incur, howsoever caused and under any theory of liability, including, without limitation, any loss of profits (whether incurred directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, or any other intangible loss, even if we have been advised of the possibility of such damages, as well as gas fees for failed transactions, excessive gas fees charged due to website or smart contract bugs, and any loss of your NFT due to website or smart contract bugs or problems, however caused.
38. You accept and acknowledge the risk of, and hold Home X harmless against any and all losses resulting from any communication failures, disruptions, errors, distortions or delays you may experience when purchasing Home X NFTs from the Website, including, as mentioned, failure of Home X smart contract or any other use of the MultiversX

blockchain network, however caused.

39. You hereby accept and acknowledge that we will not be responsible for the risks of engaging in any transactions relating to your NFTs with third parties (e.g. transferring your NFT from a third party on any so-called “secondary market”) and you accept and acknowledge that we will not be responsible for the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies and tokens, and that we cannot control new regulations, unfavorable regulatory intervention or policies, any of which may materially and adversely affect the use and value of the HomeX NFTs.
40. You agree that our total, aggregate liability to you for any and all claims arising out of or relating to these Terms or your access to or use of (or your inability to access or use) any portion of the Website, whether in contract, tort, strict liability, or any other legal theory, is limited and cannot exceed the value of \$100.
41. You acknowledge and agree that we have made the Website available to you and entered into these terms in reliance upon the warranty disclaimers and limitations of liability set forth herein. We would not be able to provide the Website and any part of it (including, without limitation, any smart contract or minting platform) to you without these limitations.

J. NFT RISKS

42. There are risks associated with using internet-based digital assets such as NFTs and cryptocurrency, including, but not limited to, the risk of hardware, software and internet connections failure, the risk of malicious software introduction, the risk that third parties may obtain unauthorized access to information stored within your cryptocurrency wallet, and the risk of technical failure of the NFT minting process on the Website.
43. The prices of NFTs can be extremely volatile and subjective. To the extent there is a price or market for a blockchain asset such as an NFT, (a) those prices and markets are extremely volatile, (b) variations in the price of other digital assets could materially and adversely affect the value of any digital assets you own, including NFTs, and (c) there is no guarantee that NFTs will have or retain any value.
44. Our NFTs are not securities or financial instruments and are not offered for investment purposes. The commercial or market value of NFTs may materially diminish as a result of a variety of things, including negative publicity associated with HomeX.
45. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially and adversely affect the development of the HomeX ecosystem, and therefore the potential utility or value of your NFTs.
46. In view of the above, you accept and acknowledge each of the following:
 - To the extent that you sell your NFT, please be aware that the prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs and impact the price of your NFT both positively and negatively. Given the volatility, NFTs such as HomeX should not be considered an investment. You assume all risks in that connection.

- Due to the artistic nature of the project, HomeX have not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of the NFT and the associated art is in compliance with laws and regulations in your jurisdiction.
- NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies, impacting the value for your NFT. You understand and accept all risks in that regard.
- You assume all responsibility for any adverse effects of disruptions or other issues impacting MultiversX or the MultiversX platform.

47. You hereby confirm that HomeX have provided a disclaimer regarding the fact that NFTs carry risks and agree to waive HomeX of any responsibility for any such risks.

K. INDEMNIFICATION

48. You agree to hold harmless and indemnify HomeX and its representatives from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Website, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Website.

L. FORWARD LOOKING STATEMENTS

49. You hereby confirm that your purchase does not arise in any manner as a result of reliance on or inducement to purchase our NFTs as a result of any and all other statements regarding the continued conduct of HomeX in any manner whatsoever presented in any format including social media written or verbal communications or the expected course of action forward-looking statements stated by HomeX (sometimes referred to as the "Roadmap").

50. HomeX hopes to continue to develop the project and community, however unforeseen events may occur and we reserve the right to discontinue any and all conduct as a going concern at any time at our sole discretion without regard for the forward-looking statements given.

51. Any future potential projects, the Game or other games, any future drops, community wallet, community gatherings, or other benefits are ancillary to an NFT purchase and should not be taken into consideration with your initial purchase.

52. You agree that you are not relying on any future commitments by HomeX while purchasing an NFT. For clarity, any forward-looking statements that we may give are not intended to be relied upon to determine the value of the HomeX NFTs. You hereby agree that by purchasing one of our NFTs, the NFT as a stand-alone piece of digital format artwork is the sole offer made by HomeX.

53. We again emphasize that the information set forth on this Website and through social media platforms contains forward-looking information that is not a guarantee of future performance. No reliance should be placed on such information, as it involves known and unknown risks and uncertainties, which may cause actual performance in future periods to

differ materially from any projections of future performance as implied by such forward-looking statements.

54. It is important to understand that HomeX believes that the forward-looking statements contained by this Website and/or stated through social media platforms are reasonable assumptions, however there can be no assurance that they will prove to be accurate, as actual results and future events could differ materially from those anticipated. We undertake no obligation to update the forward-looking statements.

M. EXTERNAL LINKS

55. The Website may contain links to other websites or content belonging to or originating from third parties or links to websites and features in banners or other advertising. Such external links are not investigated, monitored, or checked for accuracy, adequacy, validity, reliability, availability or completeness by us.
56. We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third party websites linked through the Website or any website or feature linked in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction between you and third party providers of products or services.

N. FEEDBACK

57. You may choose to submit comments, bug reports, ideas or other feedback about the Website, including without limitation about how to improve the Website (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without additional compensation to you and you hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the Feedback for any purpose.

O. AML

58. You agree to comply with any and all applicable anti-money laundering laws and regulations ("AML"). You agree to comply with all related compliance procedures as required by HomeX from time to time.
59. You understand, acknowledge, and agree that exports, re-exports and in-country transfers of any NFT, and related services (individually, an "Item" and, collectively, the "Items") may be subject to export, import, customs, anti-boycott, and economic sanctions laws and regulations.
60. You shall not export, re-export, or otherwise transfer or provide any Item in contravention of any such laws and regulations, including to anyone (a) in Cuba, Crimea, Iran, North Korea, Russia, Sudan, or Syria, or in any other embargoed destination, or any other destination listed on, or owned or controlled by anyone on, the applicable governmental sanctioned party lists (a "Sanctioned Party").
61. You certify that you are not a Sanctioned Party or located in or a resident of any

destinations mentioned above. In addition to any other remedy that HomeX may have, we may suspend and/or cancel the provision of any Item if we believe, in our discretion, that such activity may violate any AML or related laws or our own compliance policies.

P. TAXES

62. You are entirely responsible for any tax liability which may arise from minting and/or reselling your NFTs. HomeX is not required by the laws of the country of its incorporation to withhold any taxes on your behalf.

R. LEGAL ACTIONS

63. You agree to waive any class action status, and any legal dispute concerning the NFTs and/or against HomeX. All legal action must be done on an individual basis.

S. ARBITRATION

64. 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.

T. JURISDICTION AND CHOICE OF LAW

65. You agree that the laws governing these Terms are those of Romania.

U. PRIVACY POLICY

66. HomeX is not currently collecting any cookies, IP addresses, or user data in connection with your use of the Website. You understand, however, that the MultiversX blockchain network is a public blockchain, and all of your transaction history initiated through the Website will be made public. You also understand that HomeX may work with third-party apps, such as Discord or Collab.Land, which collect and store user data. Their Terms and Conditions apply accordingly.

67. In the future, HomeX may launch products (e.g. other NFTs, games, merchandising) which require us to collect and store user data. In that event, this provision is subject to change without any requirement of notice to you.

V. FINAL

68. These Terms and Conditions dated April 1, 2023 supersede all prior oral or written terms and conditions, quotations, proposals and communications on any format or platform.

69. We may update these Terms by providing a new version online without notice and your

continued use of this Website, as well as any purchase of, acquisition of, and/or ownership of, HomeX NFTs through this Website or any NFT Market Platforms after any such update of new Terms constitutes your binding acceptance of such changes.

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:

- C. OWNERSHIP**
- E. FEES AND PAYMENT**
- F. NOT A FINANCIAL INVESTMENT**
- G. YOUR RESPONSIBILITY**
- H. DISCLAIMERS**
- I. WAIVER OF LIABILITY**
- J. NFT RISKS**
- K. INDEMNIFICATION**
- L. FORWARD LOOKING STATEMENTS**
- M. EXTERNAL LINKS**
- N. FEEDBACK**
- S. ARBITRATION**
- T. JURISDICTION AND CHOICE OF LAW**

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 updated: 8 June 2023.

Please print and keep a copy of these Terms for your records.