

Terms & Conditions

The following terms and conditions (“Terms and Conditions”) apply to your use of the platform <https://senkusha.io/> (the “Platform”) operated by Senkusha Ltd. (“Senkusha,” “we,” “us,” or “our”). By accessing our Platform and any of its pages, you signify that you have read, understand, and agree to be bound by these Terms and Conditions. Please also see our Privacy Policy on how we collect, use and store personal data provided by you to us. The Privacy Policy constitutes an integral part of the Terms and Conditions. Please be aware that third-party terms and conditions may apply, such as terms and conditions related to purchasing and exchanging cryptocurrencies and obtaining, and holding, a digital wallet.

Our platform is a marketplace where non-fungible tokens (“NFTs”) that obtain the rights to exchange particular non-equity-based fan benefits (“Benefits”) from the artists or athletes (“Talents”) are listed for first-time sale. An owner of such NFT (“NFT Owner”) owns a right to receive a certain benefit on the terms set out in the ownership agreement (the “Ownership Agreement”) entered into between the NFT Owner and the Talents.

Please note that these Terms and Conditions only govern your use of the Platform and provide general information about our Platform marketplace. Please refer to the Ownership Agreement for the full terms and conditions of purchasing and owning an NFT.

1. OUR ROLE, PLATFORM AND MARKETPLACE

1.1 Our platform is a marketplace where NFTs that obtain the rights to particular non-equity-based fan benefits from artists or athletes are listed for first-time purchases.

1.2 The Talents have engaged Senkusha to facilitate minting an agreed number of non-equity-based fan benefit NFTs.

1.3 Please note that our Platform is only a marketplace where available NFTs are listed. The purchase of NFTs is made directly between the Talent and the purchaser and regulated in the Ownership Agreement to which Senkusha is not a party. Under the Ownership Agreement, Talent assigns to the NFT owner a certain benefit at a specified date determined before the purchase.

2 AM I ELIGIBLE TO USE THE PLATFORM AND BUY NFTS?

2.1. To use our Platform and purchase NFTs, you must be of legal age in your country of residence and not under any disability, restriction or prohibition, whether contractual or otherwise, concerning your right, power and authority to enter into binding agreements.

2.2 We reserve the right to deny and/or suspend your access to our Platform with immediate effect if it comes to our attention that you do not meet the above criteria or if you in any other way, breach the Terms and Conditions or any additional agreement entered into related to our Platform (e.g. the Ownership Agreement) as decided by us in our sole discretion,

including but not limited to providing us with incorrect information of any kind, or otherwise violating the rules of a third party (e.g. a third party providing your digital wallet).

3. GENERAL RULES OF CONDUCT

3.1 You acknowledge and agree that you have the sole responsibility to examine all information concerning the purchasing decision on the Platform, and any of your decisions based upon such information are your sole responsibility. You acknowledge that we operate as a third-party intermediary and that all listings on our Platform and the information presented therein are the Talent's sole responsibility. You further agree that you will make an independent evaluation of the purchasing decision and acknowledge that we have made no statements or representations concerning the present or future value of the opportunities. Our services shall not be deemed to create any duty, fiduciary or otherwise, to you through your use of the Platform and our marketplace.

3.2 You agree and warrant that you will not:

- Use any automated means to access the Platform or collect any information from the Platform (including, without limitation, robots, spiders, scripts or other automatic devices or programs);
- Frame the Platform, utilise framing techniques to enclose any content or other proprietary information, place pop-up windows over the Platform's pages, or otherwise affect the display of the Platform's pages;
- Engage in the practices of "screen scraping," "database scraping", or any other activity to obtain content or additional information;
- Use the Platform in any manner that violates applicable law or regulations or that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform;
- Alter, copy, reproduce, record, transfer, perform, display, transmit, resell, sublicense, or make available any part of the Platform or the content displayed or shared with you via the Platform to the public or otherwise use the Platform in any way that is not explicitly permitted under the Terms and Conditions or applicable law, or otherwise constitutes an infringement of any part of the Platform;
- Bypass any security measures, engage in any systematic reading or listening, use any kind of software or device to "crawl" or spider any part of the Platform, reverse engineer (or similar actions) any aspect of the Platform to access source codes, algorithms and similar, or otherwise interfere with the security or functionality of the Platform;
- Remove or alter any copyright notices or similar that are included in any part of the Platform;

- Collect information about other users of the Platform for example to send spam or junk mails or sell such information;
- Pretend to be someone else when using the Platform;
- Access the Platform for purposes of monitoring its performance or functionality, or for any other competitive purposes; or publish or otherwise make available on the Platform anything that is false, misleading, harassing, offensive, inappropriate, repulsive or contains pornographic or threatening content, or spam, viruses, corrupted data, malicious software or other programs that may harm computers or other property, or that constitutes illegal activity or incitement or otherwise violates the rights of others, including but not limited to intellectual property rights and privacy rights, or that, in our discretion, contravenes the content or purposes of the Terms and Conditions.

4. INTELLECTUAL PROPERTY

4.1 The content included on the Platform is protected in various ways, for example, copyrights, trademarks and trade secrets. Senkusha and its licensors hold all copyrights, neighbouring rights and all other rights in and to all material in connection with the Platform and all other parts of the service we provide.

4.2 Senkusha graphics, logos, designs, page headers, button icons, scripts and service names are the intellectual property belonging to Senkusha. Senkusha's trademarks shall not be used, including as part of trademarks and as part of domain names, in connection with any product or service in any manner that is likely to confuse and may not be copied, imitated, or used, in whole or in part, without our prior written permission.

5. DISCLAIMERS AND LIMITATION OF LIABILITY

5.1 We do not guarantee, represent or warrant that:

- your use of the Platform will be uninterrupted, timely, secure or error-free. We reserve the right to resolve any errors in the Platform by any means at our sole discretion; and
- The information provided by third parties (e.g. by Talents) and visible on our Platform will be accurate or reliable. We are not responsible for the actions or information of third parties, including the Talents and third-party providers of cryptocurrencies and digital wallets, and you release us from any claims and damages in connection with any claim you have against any such third parties.

5.2 Nothing in these Terms and Conditions shall affect your legal rights as a consumer or exclude or limit any liability that cannot legally be excluded or limited.

5.3 While Senkusha as a platform helps facilitate transactions that are carried out between you and the Talents, Senkusha is neither the buyer nor the seller of an NFT. Senkusha provides a venue for Talents and buyers to negotiate and (through a third-party digital wallet

provider) complete transactions. Accordingly, the Ownership Agreement formed at the completion of a sale of an NFT is solely between the buyer and the Talents. Senkusha is not a party to the Ownership Agreement nor assumes any responsibility arising out of or in connection with it (apart from administrating NFT Owner Royalties in accordance with a separate agreement between Senkusha and Talents). The Talent is responsible for the sale of the NFT and for dealing with any NFT Owner claims or any other issue arising from or in connection with the Ownership Agreement.

5.4 Except in jurisdictions where such provisions are restricted, in no event will Senkusha or its directors, employees or agents be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including for any lost profits or lost data arising from your use of the Platform or the marketplace or any of the Platform content or other materials on or accessed through the Platform.

6. FULL-REFUND POLICY

6.1 During certain circumstances, the Full-Refund process could be triggered, which will cause the funds received from supporters to be sent back to the related supporters. It includes but is not limited to

6.1.1 The situation when an NFT Project fails to reach the Pre-Order sales goal (typically 50%) during the Pre-Order stage

6.1.2 Fails to raise enough funds (100% of the goal) during the Mint stage

6.2 Full-Refund will not include the service fee of Senkusha, which includes, but is not limited to:

6.2.1 The gas fee during the crypto-related transactions

6.2.2 The service fee of Senkusha during the transactions

7. CHANGES IN OUR PLATFORM AND TERMS AND CONDITIONS

7.1 Unless otherwise prohibited under applicable, mandatory law, we reserve the right to change, modify or cancel, temporarily or permanently, all or certain functions and features of the Platform at any time. For example, changes to the Platform may be necessary in order to adapt the content on the Platform to new technical environments or to an increased number of users, or for other important operational reasons.

7.2 We may make changes to these Terms and Conditions at any time. Any changes will be effective immediately when we post a revised version of these Terms and Conditions on the Platform. The Terms and Conditions were last updated on the date stated in the beginning of the Terms and Conditions and apply to all use of the Platform made on or after this date. Material changes to the Terms will be communicated to you through our website.

8. APPLICABLE LAW AND DISPUTE RESOLUTION

8.1 These Terms and Conditions are governed by and construed in accordance with the laws of New Zealand.

9. CONTACT DETAILS

9.1 This Platform is owned and maintained by Senkusha Ltd., a company registered in New Zealand with NZBN 9429050601059.

9.2. If you have any questions about our Platform or these Terms and Conditions, you may reach us at: team@senkusha.io. You may contact us in English or Te Reo Māori.