

## NEOC – TERMS OF USE

Last updated April 2022.

These are the terms of use (“**terms**”) of Kosa NFT Limited, trading as New Era of Creation (shortened to NEOC), a company registered in England and Wales under company number 13622692 whose registered office is at Marshall House, Ring Way, Preston, PR1 2QD (“**we**” and “**us**”).

It describes the terms on which individuals, companies, or legal entities (“**you**”) may use our website at [neoc.io](https://neoc.io) or any pages under our brand including any tablet or mobile phone applications owned and/or operated by us, and any “**services**” our website provides, including the purchase of NEOC NFTs available on our website.

These terms policy, together with our privacy policy available on our website at [neoc.io](https://neoc.io), applies to your use of our website and our services and a legally binding contract is formed between you and us.

By accessing or using the website, our services or purchasing a NEOC NFT, you agree that you have read, understood, and to are bound by these terms, as amended from time to time, and that you comply with the requirements contained within them. If you don’t agree to all of these terms or comply with the requirements, please do not access or use the website, our services or purchase a NEOC NFT.

### 1. **About NEOC**

NEOC offers collections of digital artworks as Non-Fungible Tokens (NFTs) (“**NEOC NFTs**”) running on a blockchain network, as an interface allowing you to exchange digital collectibles. By accessing or using the website, it’s your sole responsibility the safety and management of your own private cryptocurrency wallets and for validating the transactions and contracts generated by our website before approval. The smart contracts run on a different blockchain network as specified on the website, and there is no way to undo, reverse, or restore any transactions.

### 2. **Smart Contracts**

The NEOC NFTs are managed via smart contracts on a blockchain network. This provides an immutable ledger of all transactions that occur via us (“**Smart Contracts**”). This means that the NEOC NFTs aren’t controlled by us or any party and are subject to risks and uncertainties. It’s also important you understand that we don’t control the blockchain network or any digital network or wallet, the browser you’re using.

We’re not liable for any acts or omissions of any third parties and we’re not liable for any damage or loss you may suffer as a result of your transactions or any other interaction with any such third parties. Your ownership of a NEOC NFT is entirely mediated by the Smart Contract and the blockchain network. For that reason, we can never confiscate, suspend, or in any manner modify the ownership of any NEOC NFT.

By purchasing an NEOC NFT, you understand that your cryptocurrency public address will be made publicly visible whenever you engage in a transaction on our website. This isn’t considered personal data under data protection legislation as you’re not identified or identifiable by it.

### 3. **Mystery Boxes**

On our website, we will from time to time advertise “**Mystery Boxes**” which will contain a NEOC NFT. The release date and reveal date of the Mystery Boxes will be as stated on the website.

To buy a Mystery Box, you need a cryptocurrency wallet with sufficient funds (to cover the cost of the Mystery Box and the prevailing transaction fees at the time of purchase) and a MetaMask plug-in to your browser.

You can buy a Mystery Box as soon as it is released and the sale will continue until supply lasts or until a date we specify on the website. After you have bought the Mystery Box, it will be “**minted**” which means that your token will be published on the blockchain. You will then receive the NEOC NFT in your MetaMask wallet with a 'general' display picture and timescales will depend on the blockchain network load. After the minting transaction complete, your minted NEOC NFT will arrive into your cryptocurrency wallet and you will be the owner of the minted NEOC NFT. At this point you are able to trade, sell and transfer your asset. Afterwards (time will be specified on the website), there will be reveal when we will update the metadata, the visual (e.g. image) and other properties connected to the particular NFT.

When you click to buy a Mystery Box, you’ll receive a pop up from MetaMask showing the price and estimated transaction fee payable by you. All Mystery Boxes are paid for in a cryptocurrency as specified on the website, so the value in traditional fiat currency will fluctuate.

It is important for you to understand and accept that the contents of the Mystery Box will not be known to you until you have finalised the transfer of cryptocurrency from your MetaMask wallet. All sales are final so you can’t return your NEOC NFT for a refund if you don’t like it. Please also note that the sale of Mystery Boxes on our website doesn’t constitute a regulated activity under the Gambling Act 2005, however we recommend that you purchase responsibly and only do so if you’re completely comfortable.

### 4. **Ownership**

As stated above, every NEOC NFT is an NFT on the blockchain network and when you purchase an NEOC NFT, you own the art/design/drawing associated with that NEOC NFT (“**Art**”) of the NEOC NFT. By “**own**”, we mean a NEOC NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

As long as you comply with these terms at all times, we grant you a worldwide, royalty-free, non-exclusive licence to use, copy, and display the Art (“**Personal Licence**”). This Personal Licence means that you can use the NEOC NFT for your own personal, non-commercial use and you can participate in a marketplace for the sale of your NEOC NFT. You must however ensure that the marketplace or any third party website/application that permits the inclusion, involvement, or participation of your NEOC NFT cryptographically verifies each NEOC NFTs owner's rights to display the Art so that only the actual owner can display the Art and that the Art is no longer visible once the owner of the NEOC NFT leaves the website/application.

In addition, as long as you comply with these terms at all times, we grant you an unlimited, non-exclusive, worldwide licence to use, copy, and display the purchased Art for the purpose of creating derivative works based upon the Art (“**Commercial Use Licence**”). As above, This includes using the Art to produce and sell merchandise products displaying copies of the Art.

The Personal Licence and Commercial Use Licence (collectively, “**Licences**”) granted to you applies only to the extent that you continue to own the NEOC NFT. If you sell, trade, donate, give away, transfer, or otherwise dispose of your NEOC NFT, your License to that NEOC NFT will automatically and immediately expire and you will have no rights whatsoever in or to the Art for the NEOC NFT.

## **5. Restrictions**

By entering into these terms and purchasing a NEOC NFT, you agree that you are not permitted, nor can you permit any third party to do or attempt to do any of the foregoing without our express prior written consent in each case:

- modify the Art for your NEOC NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or colour schemes;
- use the Art for your NEOC NFT to advertise, market, or sell any third party product or service;
- use the Art for your NEOC NFT in connection with any images, videos, or other media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of other;
- use the Art for your NEOC NFT in movies, videos, or any other forms of media (except as permitted under the Licence granted in section 4)
- sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialise merchandise that includes, contains, or consists of the Art for your NEOC NFT (except as permitted under the Licence granted in section 4)
- attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your NEOC NFT; or
- otherwise utilise the Art for your NEOC NFTs for your or any third party's commercial benefit.

If the Art associated with your NEOC NFT contains any licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows:

- that you will not have the right to use such third party intellectual property in any way except as incorporated in the Art
- that the Commercial Use license granted in section 4 won't apply;
- that, depending on the nature of the license granted from the owner of the third party intellectual property, the creator of the NEOC NFT may need to pass through additional restrictions on your ability to use the Art; and
- to the extent that the creator of the NEOC NFT informs you of such additional restrictions in writing (including by email), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this license. The restriction in this section 5 will survive the expiration or termination of this Licence.

## **6. Access to the services**

By using our services, you represent and warrant that:

- You are at least 18 years old;
- You have capacity to enter into legal contacts on your own behalf;
- You agree to be bound by these terms;
- Your use of the services is not prohibited by applicable law, and at all times is compliant with applicable law; and
- You are solely responsible for your use of the services and, if applicable, for all activities that occur on or through your user account.

If you allow anyone else to use the website, you must make sure that they read these terms first, and that they follow them.

## **7. Your responsibility**

You aren't permitted to use the services in any way except as permitted by these terms. Without limiting the generality of the preceding sentence, you may not:

- infringe any of our intellectual property rights, including but not limited to copyrights, patents, trademarks, or trade secrets;
- use the services to transmit any data or send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware;
- use any robot, spider, other automated device, or manual process to monitor or copy the services or any portion thereof other than copying or exporting as permitted by these terms;
- make any back-up or archival copies of the website or any part thereof, including disassembling or de-compilation of the website;
- use the services in any unlawful manner, for fraudulent or malicious activities, or in any way inconsistent with these terms;
- or violate applicable laws in any manner.

By using the services, you warrant to us that you're aware of and solely responsible for compliance with all applicable laws and regulations that govern your use of the services and you alone are liable for any breach of your obligations under these terms.

## **8. Use of the website**

You have permission for temporary use of the website, but we can withdraw or change our service at any time without telling you and without being legally responsible to you. Only use the website as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.

We frequently update the website and make changes to it, but we don't have to do this. No material on the website is intended to contain advice, and you shouldn't rely on them. We exclude all legal responsibility and costs for reliance placed on website by anyone.

You may not misuse the website (including, without limitation, by hacking it). We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of this section.

We do not make any warranty to you that the website will be uninterrupted or error-free and while we will use commercially reasonable endeavours to ensure the website is available 24/7, we cannot guarantee it and we are not liable for any downtime or where the website is unavailable to you, such as due to maintenance or a force majeure event.

## **9. Our legal responsibility to you**

Our website is provided "as is" and "as available" without warranties of any kind, whether express or implied, and you acknowledge that you use the website at your sole risk.

We don't guarantee the accuracy of material on the website, nor do we make any guarantees as to the timelines, performance, completeness or suitability of the information and materials found on the website for any particular purpose. As far as legally possible, we exclude legal responsibility for the following:

- Any loss to you arising from use of the website; and
- Loss of income, profit, business, data, contracts, goodwill, or savings.

We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes. We do not exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law. We reserve the right at any time to modify or discontinue any of the products and services without notice at any time.

You acknowledge that there are inherent security risks when providing information and dealing online over the internet. You assume all risks relating to your use of our website and services, which includes the risks generally linked to use of the internet, mobile or desktop apps, blockchain technology, cybersecurity, licences, marketplaces, regulation and your online or offline communications and interactions with other users of our services and with other persons with whom you communicate or interact as a result of your use of our services.

You acknowledge that we have no control over or make any guarantees to you regarding any smart contracts nor will we be responsible or liable for any losses you incur as a result of using a blockchain network. In addition, we will not be in any way responsible for any loss or damage that may arise from your integration of your MetaMask wallet with our website.

## **10. Indemnity**

To the maximum extent permitted by law, you agree to indemnify us from, and hold us harmless from, and against all loss that arises from or in connection to:

- your access and use of our services; and
- your breach of these terms of use.

## **11. Intellectual property rights**

We are the owner or licensee of all intellectual property rights in the website (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.

You acknowledge that you are prohibited from copying, disassembling, reverse decompiling or saving the same, in any manner or any form whatsoever, by any means whether electronic, manual, mechanical, digital, optical, photographic, or otherwise any of our intellectual property to pass of as your own for the purpose of redistribution, dealing or reselling of the products or services.

If you breach these terms, you lose your right to use the website, and must destroy or return any copies of our digital content or products you have made.

#### **12. Uploading to the website**

Material that you upload will be regarded as non-confidential and not owned. This means that we can copy it, distribute it, and show it to other people for any purpose. You agree that if anyone else claims to own the material, or says that it breaches their rights, we can give them your identity.

We won't be legally responsible to anybody for the accuracy of material that you upload to the website and we can remove it at any time. This section does not apply to any personal data you input into the website, which will be handled in accordance with our privacy policy, available on our website.

#### **13. Computer offences**

If you do anything which is a criminal offence under the Computer Misuse Act 1990, your right to use the website will end straightaway. We will report you to the relevant authorities and give them your identity. Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

You must not try to get access to the website or server or any connected database or make any 'attack' on the website. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via the website.

#### **14. Third party websites**

The website may contain links to third party websites or resources. We provide these links for convenience only and we're not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. To the extent permitted under applicable law, you acknowledge sole responsibility for and assume all risk arising from, your use of any third party websites or resources, we do not endorse or support any third party website content nor are we responsible for what is contained on such third party websites.

#### **15. Privacy**

All personal data that we may use will be collected, processed, and held in accordance with the provisions of the UK Data Protection Act 2018. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our privacy policy, available on

the website.

#### **16. Force majeure**

We will not be liable to you for our failure or delay in carrying out our obligations under these terms which are caused by an event beyond our reasonable control, which we could not have foreseen, or which was unavoidable. This includes acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, deliberate damage, epidemic, pandemic, government rules or guidance, or failures of suppliers or sub-contractors to do what they are supposed to.

#### **17. Assignment and variation of terms**

We may transfer our rights and obligations under these terms to another organisation.

We change these terms from time to time and you must check them for changes because they are binding on you.

#### **18. No waiver**

If we don't insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking your contract with us, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

#### **19. No joint venture**

Nothing in these terms shall be deemed or is intended to be deemed, nor shall it cause, either you or us to be treated as partners, joint ventures or as the agent of the other.

#### **20. Third party rights**

Unless it expressly states otherwise, these terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these terms.

#### **21. Entire agreement**

These terms, and our privacy policy, constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

#### **22. Governing law and jurisdiction**

These terms and any non-contractual obligations arising hereunder, shall be governed by, and interpreted according to the law of England and Wales and all disputes arising under these terms (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

#### **23. Contact Us**

Please email us at [info@neoc.io](mailto:info@neoc.io) if you have any issues.