

# DECENTRABOARD

## TERMS & CONDITIONS

Envoy Exploitatie N.V., who may also be referred to as “We,” “Us,” or “Our,” welcomes you. We invite you to access and use our website, [decentraboard.com](https://decentraboard.com), and the related services (collectively, the “Website”, including the use of the Decentraboard billboard).

These terms and conditions (“T&C”) are entered into and agreed to by the individual users or entities accessing the Website, including the Decentraboard billboard (collectively, the “Users”, “You”, or “Your”) and Envoy Exploitatie N.V., a limited liability company (*naamloze vennootschap*) existing under the laws of Curaçao, registered in the Commercial Register of the Curaçao Chamber of Commerce & Industry under number 157630, and having its corporate seat in Willemstad, Curaçao and its business address at Landhuis Groot Kwartier, Groot Kwartierweg 12 in Willemstad, Curaçao. The T&C govern Users’ access and use of the Website.

Please note that our Privacy Policy, which can also be found on the Website, should be read and interpreted together with the T&C include.

We reserve the right to update or otherwise modify these T&C from time to time. You remain responsible for checking these T&C periodically for changes and updates. Your use of the Website following such posted changes and updates constitutes acceptance of such changes and updates.

The Website may contain links or references to other websites and content which are not provided by Us. Such independent sites are not under Our control and We are not responsible for them. We have not checked and approved their content and/or their terms and conditions and/or privacy policies (if any). In particular, purchases of NFTs related to Us are governed by the terms and conditions of the platforms and/or marketplaces which are used for the auction and/or purchase of the NFT.

BY ACCESSING AND USING THE WEBSITE, YOU ATTEST THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE LEGALLY BOUND BY THESE T&C. IF YOU DO NOT AGREE TO THESE T&C, THEN YOU SHOULD NOT ACCESS OR USE THE WEBSITE.

### 1. Use of the Website and the Billboard

By accessing and using the Website, including creating content on the Decentraboard billboard (“Billboard”) by using the Decentraboard NFTs, You acknowledge that You are responsible for your actions. Most of the content available on the Website, including all information, source code, data, logos, marks, designs, graphics, pictures, video files, sound files, illustrations, graphics, and similar (collectively, “Our Content”) is owned by Us, Our partners, agents, licensors, vendors, and/or other content providers. Our Content is protected by applicable intellectual property laws and international treaties.

You represent and warrant, to the best of your knowledge that:

- You have all the necessary rights, power and authority to enter into these T&C and to fulfill your contractual obligations hereunder;
- any and all information You provide is true, accurate and not misleading;

- the information You provide, upload, post, e-mail, transmit, or otherwise make available to Us, or on the Website and/or the Billboard, including without limitation reviews, trademarks, logos, screenshots and videos is accurate and free of third-party encumbrances;
- You will not provide content on the Website and/or the Billboard that is unlawful, defamatory, infringing, libelous, abusive, disparaging, pornographic, invasive of another's privacy, promotes illegal activities/conduct or violates applicable laws or regulations;
- You will not provide content on the Website and/or the Billboard that You do not have the right to make available under any law or contractual or fiduciary relationship (such as insider information, proprietary and confidential information, learned or disclosed as part of employment relationships, or information protected under nondisclosure agreements);
- You will not provide content on the Website and/or Billboard that contains a software virus or any other code files or programs with the ability to interrupt, destroy, compromise, or otherwise limit the functionality of any computer software or hardware or telecommunications equipment;
- You will not forge headers or otherwise manipulate identifiers for the purpose of disguising the origin of any content;
- You will not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information of the Website and/or the Billboard or Our vendors without Our express written consent;
- You will not avoid, bypass, reverse engineer, interfere with, deactivate, impair, descramble or otherwise circumvent any technical measure implemented by Us to administer and protect the Website;
- You will not use any automated means or form of data scraping or data extraction to access, query, download or otherwise collect any information or content from the Website and/or the Billboard (except as expressly permitted by Us) or otherwise without authorization use or upload our content; or create new links, reposts, or referrals through the use of any engine, software, tool, agent, device or mechanism (including automated scripts, spiders, robots, crawlers and data mining tools);
- You will not duplicate, download, publish, modify or otherwise distribute Our Content for any purpose other than for your own individual use, except with Our explicit consent hereto;
- You will not collect or "harvest" from the Website the personal information of other Users without their consent for the purpose of transmitting unsolicited commercial mass mailings, "spamming" or any other unlawful purpose; and
- You will not access the Website and/or the Billboard by any means other than through interfaces expressly authorized by Us and these T&C.

At Our discretion, We may, but are not obligated to, monitor and terminate User activity on the Website and/or the Billboard, and/or edit or remove User content, which violates or otherwise fails to comply with these T&C.

## **2. Our Programs and risk assumption**

When addressing matters in any content made available by Us by means of the Website, videos, newsletters, NFT drop announcements, programs, offerings, tools, strategies, recommendations, ideas, or other content (collectively, "Our Programs"), We have taken every effort to ensure that We accurately represent our programs and their ability to improve Your life. However, We do not guarantee that You will get any results or

earn any money using Our Programs, and nothing in Our Programs is a promise or guarantee to You of future earnings. YOU EXPRESSLY AGREE THAT YOUR USE OR INABILITY TO USE THE WEBSITE IS SOLELY AT YOUR SOLE RISK. By using Our Programs, You accept, agree and understand that You are fully responsible for your progress and results and that We offer no representations, warranties or guarantees verbally or in writing regarding your earnings, business profit, marketing performance, audience growth or results of any kind. You also understand that any testimonials or endorsements by Our customers or audience represented in Our Programs have not been scientifically evaluated by Us and the results experienced by individuals may vary to a significant degree. The statements outlined in Our Programs are Our opinions and thus are not guarantees or promises of actual performance.

As regards NFTs, You also acknowledge and agree that:

- The prices of blockchain assets are extremely volatile, subjective and have noninherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs, which may also be subject to significant price volatility. In addition, a lack of use or public interest in NFTs could negatively impact the potential utility or value of NFTs. Each NFT has no inherent or intrinsic value. There is no guarantee that any purchases of NFTs will retain their original value, as their value is inherently subjective and factors occurring outside of the platform(s) related to the NFTs may materially impact the value and desirability of any particular NFT.
- A royalty or secondary sale fee can be applied when You sell NFTs on the secondary markets for NFTs. To the extent possible, We apply a royalty of 10% on each re-sell.
- We do not store, send, or receive NFTs. NFTs related to us exist only by virtue of the ownership record maintained on the Ethereum blockchain. Any transfer of NFTs related to Us occurs within the Ethereum blockchain.
- There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within Your digital wallet.
- The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the related platforms or services, and therefore the potential utility or value of your NFTs.
- Upgrades to the Ethereum blockchain, a hard fork in the Ethereum blockchain, or a change in how transactions are confirmed on the Ethereum blockchain may have unintended, adverse effects on all blockchains using the Ethereum blockchain's NFT standard.

### **3. Intellectual Property Rights**

We and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these T&C's for purposes of viewing the material contained on this Website.

Our Intellectual property. The Website and all intellectual property rights therein, including, without limitation, the vendor listings We create from publicly available or licensed content, along with Our Content, constitute the property of us, our Affiliates and/or our authorized licensors, and are protected by intellectual property laws. Except to the extent otherwise expressly permitted under copyright law, the User will not copy, reproduce, modify, use, distribute, display, create derivative works of or otherwise exploit the said content without the express written consent of us or the applicable copyright owner.

Our brand. You may not use the brand, the word or figurative trademarks associated with the Website, us, or third-party trademarks without prior consent of a trademark owner. You are not allowed to use such brands

and trademarks in any way that suggests that our sponsors, endorses, or associates with You without obtaining prior written consent from us.

Your content. By submitting Your content, including all content on the Decentraboard billboard by using the Decentraboard NFTs, You guarantee that you have the legitimate rights to use Your content. You must not infringe any intellectual property rights of others when uploading or creating Your content. You grant us unrestricted, sub-licensable, royalty-free, perpetual, and irrevocable rights to store, use, distribute, advertise, adapt, remix, modify, display, perform, excerpt, prepare derivative works of, reproduce, and sell Your content for the purposes of providing You with the requested services and carrying out our legitimate business interests. You understand and agree that we have no obligation to monitor or review Your content.

Third-party intellectual property. Some of the intellectual property assets, such as third-party trademarks, featured on the Website or in the Courses may be owned by other third parties (the "Third-Party Content"). The Third-Party Content does not belong to us (although it may be licensed to us) and it remains the property of the respective third-party proprietors. You may not use any Third-Party Content without the prior authorization of the owners of such content, notwithstanding any functionalities of the Website. We do not guarantee that You will have access to Third-Party Content at all times.

#### **4. DISCLAIMER**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN (I) YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK, AND (II) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR SYSTEM INTEGRATION. WHILE THE WEBSITE MAY SERVE AS A PLATFORM TO HOST; INCLUDING BUT NOT LIMITED TO; SOFTWARE/PLATFORMS/AGENCIES/TOOLS AND SERVICE AND PRODUCT LISTINGS, WE ARE NOT RESPONSIBLE FOR ENSURING THE LEGAL AND/OR REGULATORY COMPLIANCE OF ANY PRODUCTS MADE AVAILABLE ON THE WEBSITE. FOR INFORMATION ON A SOFTWARE PRODUCT'S LEGAL AND/OR REGULATORY STANDING, PLEASE CONSULT THE PARTNER OR VENDOR DIRECTLY THROUGH THEIR WEBSITE. WE DO NOT WARRANT THAT THE WEBSITE WILL BE SECURE, AVAILABLE OR OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER; THAT ERRORS OR DEFECTS WILL BE CORRECTED; OR THAT THE CONTENT ON OUR SITES IS ACCURATE OR APPROPRIATE FOR YOU AND YOUR BUSINESS NEEDS.

#### **5. Limitation of Liability and Indemnification**

We will not be liable for any consequential, special, indirect, exemplary or punitive damages arising out of or in any way related to these T&C, Users' use of the Website and/or the Billboard, including without limitation, loss of profits, revenue, interest, goodwill, loss or corruption of data or other interruption of business (whether in contract, tort or under other legal theory), even if advised of such damages.

We will not be liable for any impossibility, failure or delay in using the Website and/or the Billboard and/or the Decentraboard NFTs resulting from a force majeure event, including, without limitation, natural disasters, acts of God, government regulations, war, terrorism, labor disputes and power failures, and/or resulting from events beyond our reasonable control, including but not limited to issues related to the concerned blockchain or the file storage system.

We will not be responsible or liable for errors or failures to execute any purchase of an NFT related to Us, including, without limitation, errors or failures caused by: (i) your failure to follow Our or related parties'

instructions; (ii) any loss of connection to platform used for the purchase of the NFT or related services unless caused by our gross negligence; (iii) a failure of any software or device used by you to purchase the NFT; or (iv) for any other failure to execute the NFT purchase or for errors or omissions in connection with this activity unless caused by our gross negligence.

The User (in its capacity as "Indemnitor") agrees to indemnify, defend and hold harmless us, our agents, affiliates and employees (in its capacity as "Indemnitee") from and against any and all third-party claims, liabilities, losses and expenses (including damage awards, settlement amounts and reasonable attorneys' fees) arising out of or relating to User's respective violation of these T&C's, except to the extent such losses and expenses arise from the negligence or willful misconduct of Indemnitee.

## **6. Termination By Us**

We reserve the right, in our sole discretion, without penalty and at any time without notice, to modify or discontinue (temporarily or permanently) User's access to the Website and/or the Billboard, or any part thereof if We believe that User is violating these T&C. If the User uses or attempts to use the Website and/or the Billboard for any purpose that contravenes these T&C (including without limitation tampering, hacking, data scraping, modifying or otherwise corrupting the security or functionality of the Website and/or the Billboard), the User may also be subject to civil and criminal liability.

## **7. Severability**

If any provision of these T&C is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these T&C unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **8. Assignment**

We shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these T&C without any notification or consent required. However, You shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these T&Cs.

## **9. Governing Law**

These T&C are governed by the laws of Curacao, except for its conflicts of interest principles. All claims arising out of or relating to these T&C shall be finally settled by arbitration in Curaçao under the rules of arbitration of the UNCITRAL Model Law on International Commercial Arbitration by one arbitrator with the Court of First Instance of Curaçao as the authority referred to in Article 6 of said rules.

## **10. Contacting Us**

Please submit any questions you have about these T&C or any problems concerning the Website by email to [decentraboard@envoy.art](mailto:decentraboard@envoy.art).