

Alphonse Mucha eMOTION NFT Terms of Use

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BigBoard Praha, a.s., with its registered office at Na strži 2097/63, Krč, 140 00 Praha 4, ID No.: 24226491, entered in the Companies Register kept by Metropolitan Court in Prague, File No.: B 18563. (“iMucha,” “we,” “us,” or “our”) provides its services and related content to you (“you” or “User”) through its website and platform located at nft.mucaemotion.com (the “Site”), subject to these Terms of Use (as amended from time to time, the “Terms”). The Privacy Policy and all such additional terms, guidelines, and rules as set forth on the Site are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by you. These terms govern your access to and use of this Site, as well as all content, functionality, and services offered on or through the Site, including Perks (as defined below) (collectively, the “Services”), and Alphonse Mucha eMOTION NFTs. By buying any of Alphonse Mucha eMOTION NFTs, signing up for an account on the Site, connecting your cryptocurrency wallet (e.g., MetaMask or Wallet Connect) to the Services, or otherwise using or accessing the Services, Perks or any Alphonse Mucha eMOTION NFTs, you acknowledge that you have read and agree to these Terms.

By agreeing to these Terms, you hereby certify that you are at least 18 years of age and are not a citizen or resident of a company having its registered office or being incorporated in a country in which the performance under the Terms as holding and owning cryptocurrencies is illegal. If you do not agree to these Terms, you must not access or use the Site.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. We will also notify you, either through the Site user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Site will be effective immediately. Your continued use of the Site or ownership of the Alphonse Mucha eMOTION NFT after the date any such changes become effective constitutes your acceptance of the new Terms of Use.

1. SMART CONTRACT ENABLED

An Alphonse Mucha eMOTION NFT is a non-fungible token based on either Ethereum or Callisto network that uses smart contracts on the Ethereum or Callisto blockchain (“Smart Contracts”). Both the Ethereum and Callisto blockchain provide immutable ledgers of all transactions that occur on the blockchain. This means that all Alphonse Mucha eMOTION NFTs are outside of the control of any one party, including iMucha, and are subject to many risks and uncertainties. iMucha neither owns nor controls MetaMask, Wallet Connect, the Ethereum or Callisto network, your browser, or any other third party site, product, or service (including third party wallets or marketplaces) that you might access, visit, or use for the purpose of enabling you to use the Services or to purchase, list, auction, or sell Alphonse Mucha eMOTION NFTs (“Transaction”), and that, except with respect to transferring control of a Alphonse Mucha eMOTION NFT to the initial purchaser through the Services or through the website [Opensea.io](https://opensea.io) (“Initial Purchaser”), iMucha has no responsibility with respect to any Transaction. iMucha will not be liable for the acts or omissions of any third parties, nor will

iMucha be liable for any damage that you may suffer as a result of your transactions or any other interaction with any third parties. You understand that your Ethereum or Callisto public address will be made publicly visible whenever you engage in a Transaction. Aside from transferring control of the Alphonse Mucha eMOTION NFT to the Initial Purchaser, iMucha has no control over the transfer, storage, ownership or maintenance of the Alphonse Mucha eMOTION NFT.

2. CHANGES TO THE SERVICES

iMucha reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that iMucha will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services, including in relation to any Alphonse Mucha eMOTION NFT.

3. SITE, SERVICES AND FEES

When Alphonse Mucha eMOTION NFT is purchased by the initial purchaser through the Services or through the Site, following rules apply:

Nature of Communication. All promotion of NFT sale published on the Site is only informative in nature, and only amounts to a call for offers. All orders placed by the Users only qualify as offers to enter into the contract. Section 1732(2) of the Civil Code will not apply. iMucha may decide not to execute a Contract with a User on the basis of a call for offers published on the Site, or on the basis of an order placed by the User.

Orders. Upon clicking the “Buy NFT” button, the User will see a window with available editions of the NFT and the available quantity; to place a binding and irrevocable order to buy an NFT in the selected edition, the User will:

- click the “Buy NFT” button in cases where the NFT in the selected edition can be purchased directly, without auction, or
- click the “Place a Bid” button in cases where the NFT can only be purchased through auction,
- grant consent with the Terms and Conditions by ticking the respective field and confirm the instruction to carry out the Transaction in the Callisto Network in the Virtual Wallet interface linked to the Site.

Contract Execution – direct purchase. Where the User places a binding order to buy NFT directly and without auction as mentioned hereinunder, the contract between the parties is executed once the smart contract of the respective NFT records the payment made by the User for the ordered NFT, and accordingly decides to issue, or mint, the NFT, to the address of the User’s virtual wallet.

Contract Execution – purchase through auction. Where the User places a binding order to buy NFT through auction, the contract between the parties is executed once the smart contract designates the User as the winner of the NFT auction. The winner of the NFT auction is the User whose payment for the NFT has been recorded by smart contract, and at the same time,

whose payment has met specific criteria for the respective auction set in the smart contract, based on which the smart contract will come to a conclusion that the User is the winner of the auction and will enable the User to acquire the NFT to control it, i.e. will decide to issue or mint the NFT through Callisto Network to the address of the User's virtual wallet. All User's bids in form of a transaction to buy NFT are binding and irrevocable, while iMucha executes the contract under the preceding clause only with such User whose bid has met all the terms and criteria of winning the respective NFT auction set in the smart contract. The transaction under these Terms carried out by the User does not make the User eligible to exercise any rights linked to the NFT or in relation to iMucha or the Marketplace Operator. If the smart contract returns the payment made for the transaction by which the User has placed a binding and irrevocable order to buy NFT, such order is thereby rejected.

NFT Takeover. The NFT is delivered to the User once the User may control the NFT, in case of direct purchase without auction, once the NFT is issued, or minted through Callisto Network to the address of the User's virtual wallet; in the case of purchase through auction, once the User may start to control the NFT, i.e. once the decision to issue or mint the NFT is made to the address of the User's virtual wallet.

Transfer of Title. The title to the NFT passes to the User once the NFT is issued, or minted, to the address of the User's virtual wallet.

NFT Price. The price for an NFT is published on the Site. The price for an NFT is always stated in CLO.

Price. The price for an NFT is exclusive of any transaction fees and is applicable as long as it is published on the Site. iMucha may change the price for an NFT at any time.

4. Alphonse Mucha eMOTION NFT PERKS

A Collector (as defined below) of a Alphonse Mucha eMOTION NFT may receive special perks, experiences or opportunities as determined by iMucha in its sole discretion ("Perks") depending on the class of iMuchaNFT that he owns. The Alphonse Mucha eMOTION NFT classes and corresponding owner's clubs are divided as follows:

a. Original edition/club

1. Collector becomes an Original club member by owning an Alphonse Mucha eMOTION NFT belonging to the Original edition. Original club member is entitled to a free admission to all events organized by iMucha (also for a +1 company) and VIP tickets for grand openings with a possibility of private guided tours if not stated otherwise in the terms and conditions of the corresponding event. Original club member can use his/hers abovementioned right once for every event. An Emerald club member is also entitled to 20% discount on all goods and services purchased via <https://imucha.com/eshop> and various other Perks that will or may be disclosed by iMucha.

b. Emerald edition/club

1. Collector becomes an Emerald club member by owning an Alphonse Mucha eMOTION NFT belonging to the Emerald edition. Emerald club member is entitled to access every exhibition and social gathering organized or co-organized by iMucha for free if not stated otherwise in the terms and

conditions of the corresponding event. Emerald club member can use his/hers abovementioned right once for every event. An Emerald club member is also entitled to 20% discount on all goods and services purchased via <https://imucha.com/eshop> and various other Perks that will or may be disclosed by iMucha.

c. Ruby edition/club

1. Collector becomes a Ruby club member by owning an Alphonse Mucha eMOTION NFT belonging to the Ruby edition. Ruby club member is entitled to 20% discount on all goods and services purchased via <https://imucha.com/eshop> and various other Perks that will or may be disclosed by iMucha.

d. Amethyst edition/club

1. Collector becomes an Amethyst club member by owning an Alphonse Mucha eMOTION NFT belonging to the Amethyst edition. Amethyst club member is entitled to various Perks that will or may be disclosed by iMucha.

iMucha reserves the right, at its sole discretion, to restrict, limit, or deny any Perks to any Collector, including to limit the period of time when a Perk is available, for any reason, at any time. iMucha makes no recommendation and provides no investment advice in connection with any Perks or otherwise as a result of holding or owning the Alphonse Mucha eMOTION NFT.

5. MEMBER ACCOUNT, PASSWORD, AND SECURITY

You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify iMucha of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Services. iMucha will not be liable for any loss or damage arising from your failure to comply with this Section.

6. CONNECTING YOUR WALLET

In order to access and use the Services, including engaging in a Transaction on the Services, you must connect your account to your digital wallet supported on MetaMask, Wallet Connect or other wallet extensions or gateways as allowed on the Services. Such digital wallets allow you to purchase, store, and engage in transactions using the native Ethereum or Callisto cryptocurrency, ETH respectively CLO. When you link your cryptocurrency wallet, you understand and agree that you are solely responsible for maintaining the security of your wallet and your control over any wallet-related authentication credentials, private or public cryptocurrency keys, non-fungible tokens or cryptocurrencies that are stored in or are accessible through your wallet. Any unauthorized access to your cryptocurrency wallet by third parties could result in the loss or theft of Alphonse Mucha eMOTION NFTs and/or funds held in your wallet and any associated wallets, including any linked financial information such as bank account(s) or credit card(s). iMucha is not responsible for managing and maintaining the security of your cryptocurrency wallet. iMucha has no responsibility or liability to you for any unauthorized access to or use of your cryptocurrency wallet or if you are unable to locate your credentials.

7. SALE OF Alphonse Mucha eMOTION NFT

When each Alphonse Mucha eMOTION NFT is sold for the first time, the agreement for sale is between iMucha and the Initial Purchaser. If the Initial Purchaser decides to sell a Alphonse Mucha eMOTION NFT (“Secondary Sale”), then iMucha is not a party to any agreement between the applicable buyer, seller, or facilitator of the Secondary Sale.

If you or any owner of a Alphonse Mucha eMOTION NFT (“Collector”) sells or transfers a Alphonse Mucha eMOTION NFT to another collector, (a) then you, as Collector, represents and warrants that you will notify the subsequent collector of these Terms and require the subsequent collector to comply with these Terms, (b) the Collector License (as defined below) as set forth herein will automatically transfer to such subsequent collector, and such other collector will be deemed the “Collector” (for purposes of such Alphonse Mucha eMOTION NFT and the Collector License to the underlying NFT IP (as defined below)) and will be subject to these Terms, and (c) you, as the seller or transferor of such Alphonse Mucha eMOTION NFT, will cease to have any further rights to such Alphonse Mucha eMOTION NFT or underlying NFT IP.

By placing an order on the Site, via website Opensea.io or through the Services (including by bidding in an auction), you agree that you are submitting a binding offer to purchase a Alphonse Mucha eMOTION NFT, you agree to pay all applicable fees associated with the Transaction, and you authorize iMucha to automatically charge and collect such fees from your payment instrument or wallet. If you are an Initial Purchaser, then all amounts due are to be paid to iMucha. If you are not the Initial Purchaser of a Alphonse Mucha eMOTION NFT, then amounts may be paid to the seller of such Alphonse Mucha eMOTION NFT.

You acknowledge and agree that iMucha receives 5% of every Secondary Sale of a Alphonse Mucha eMOTION NFT (“Royalty”). No refunds are permitted except with respect to any statutory warranties or guaranties that cannot be excluded or limited by law.

8. TAXES

You are responsible for any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority, associated with your use of the Services, Perks or Alphonse Mucha eMOTION NFTs (including, without limitation, any taxes that may become payable as the result of your ownership, transfer, purchase, or sale of a Alphonse Mucha eMOTION NFT).

9. iMucha INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the Services and Alphonse Mucha eMOTION NFTs may contain content or features (“Services Content”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by iMucha, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services, Alphonse Mucha eMOTION NFTs or the Services Content, in whole or in part. Any use of the Services, Alphonse Mucha eMOTION NFTs or the

Services Content other than as specifically authorized herein is strictly prohibited.

iMucha name and logos are trademarks and service marks of iMucha (collectively the “iMucha Trademarks”). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to iMucha. Nothing in these Terms or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of iMucha Trademarks displayed on the Services, without iMucha’s prior written permission in each instance. All goodwill generated from the use of iMucha Trademarks will inure to our exclusive benefit.

10. YOUR INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that iMucha (or, as applicable, its licensors) owns all legal rights, title and interest in all intellectual property rights of the content underlying Alphonse Mucha eMOTION NFTs (“NFT IP”), including but not limited to copyrights and trademarks in the NFT IP. As the copyright owner, iMucha has the exclusive right to reproduce, prepare derivatives of, distribute, display, perform and otherwise exercise and exploit the NFT IP, subject to Collector Licenses.

Subject to continued compliance with these Terms, iMucha grants Collector a limited, worldwide, non-assignable and non-transferable (except as part of a Secondary Sale), non-sublicensable, royalty-free license to display the NFT IP solely for the Collector’s non-commercial purposes (except as expressly permitted herein), including the right to display such NFT IP privately or publicly: (i) for the purpose of promoting or sharing the Collector’s purchase of, ownership of, or interest in such Alphonse Mucha eMOTION NFT, (ii) for the purpose of sharing, promoting, discussing, or commenting on such Alphonse Mucha eMOTION NFT or NFT IP; (iii) on third party marketplaces, exchanges, platforms, or applications in association with a Transaction of the Alphonse Mucha eMOTION NFT; and (iv) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments (the “Collector License”). While the Collector has the right to sell, trade, transfer, or use their Alphonse Mucha eMOTION NFT, the Collector may not make any commercial use of the NFT IP.

11. No Professional Advice; Transaction Risks

The information on this Site and any information provided in connection with the Services or Perks are provided to Alphonse Mucha eMOTION NFT owners only and for information only and do not constitute, and should not be construed as, professional advice or a recommendation to purchase, sell, trade or otherwise transact in any digital asset, including any products or services, or an invitation, offer or solicitation to engage in any purchase, sale, trade or other transaction with respect to any digital asset.

The information on this Site and any information provided in connection with the Services or Perks provided to Alphonse Mucha eMOTION NFT owners are provided solely on the basis that you will make your own transaction decisions, and iMucha does not take account of any person’s financial or other objectives, particular needs, or financial situation. In addition,

nothing on this Site or any information provided in connection with the Services or Perks provided to Alphonse Mucha eMOTION NFT owners shall, or is intended to, constitute financial, legal, accounting or tax advice. It is strongly recommended that you seek professional advice before making any transaction decision. Any decision that you make should be based on an assessment of your risks in consultation with your professional adviser(s).

There are risks associated with purchasing and holding digital assets. Loss of the full amount of the purchase price is possible. Volatility is highly likely, and some of the protocols and platforms may fail entirely due to forking, flaws in the code, hacking or other malicious attacks.

12. RESTRICTIONS

You agree that you will not, and will not permit any third party to, do or attempt to do any of the following without the iMucha's express prior written consent in each case:

- a. interfere with or disrupt the Services or servers or networks connected to the Services in any manner that could negatively affect or inhibit other Users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- b. violate any applicable local, state, national or international law, or any regulations having the force of law,
- c. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services;
- d. use the Services or any Alphonse Mucha eMOTION NFT or NFT IP to advertise or offer to sell or buy any goods or services for any purpose that is not specifically authorized herein;
- e. use the Services or any Alphonse Mucha eMOTION NFT or NFT IP to further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism; or
- f. use the Services or any Alphonse Mucha eMOTION NFT or NFT IP to carry out financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments.

13. PRIVACY

Our Privacy Policy is a part of these Terms. Please review the Privacy Policy, which also governs the Services and informs Users of our data collection practices.

14. RISKS

Please note the following risks in accessing, purchasing, selling or using Alphonse Mucha eMOTION NFTs: The price and liquidity of blockchain assets, including Alphonse Mucha eMOTION NFTs, are extremely volatile and may be subject to large fluctuations. Fluctuations in the price of other digital assets could materially and adversely affect Alphonse Mucha

eMOTION NFTs, which may also be subject to significant price volatility. Legislative and regulatory changes or actions may adversely affect the use, transfer, exchange, and value of Alphonse Mucha eMOTION NFTs. iMucha. Transactions of Alphonse Mucha eMOTION NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that we do not give advice or recommendations regarding Alphonse Mucha eMOTION NFTs, including the suitability and appropriateness of, and investment strategies for, Alphonse Mucha eMOTION NFTs.

15. **DISCLAIMER OF WARRANTIES**

YOUR USE OF THE SERVICES, Alphonse Mucha eMOTION NFTs, NFT IP AND PERKS IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY iMucha, THE SERVICES, PERKS, SERVICES CONTENT, AND ANY AND ALL Alphonse Mucha eMOTION NFTs AND NFT IP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

iMucha AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, REPRESENTATIVES, DIRECTORS AND AGENTS (COLLECTIVELY, “REPRESENTATIVES”) MAKE NO WARRANTY THAT (I) THE SERVICES, Alphonse Mucha eMOTION NFTs, NFT IP OR PERKS WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES, Alphonse Mucha eMOTION NFTs, NFT IP OR PERKS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, Alphonse Mucha eMOTION NFTs, NFT IP OR PERKS WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY SERVICES, Alphonse Mucha eMOTION NFTs, NFT IP OR PERKS, OR ANY PRODUCTS, PLATFORMS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES, Alphonse Mucha eMOTION NFTS OR PERKS WILL MEET YOUR EXPECTATIONS.

iMucha AND ITS REPRESENTATIVES WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICES, Alphonse Mucha eMOTION NFTs, NFT IP OR PERKS. iMucha DOES NOT REPRESENT OR WARRANT THAT SERVICES CONTENT IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE.

Alphonse Mucha eMOTION NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM OR CALLISTO NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM OR CALLISTO PLATFORM. WE DO NOT GUARANTEE THAT iMucha CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY Alphonse Mucha eMOTION NFT.

16. **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL iMucha OR ITS REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY

INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS, THE SITE, THE SERVICES, SERVICES CONTENT, Alphonse Mucha eMOTION NFTS, NFT IP, PERKS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE, THE SERVICES, SERVICES CONTENT, Alphonse Mucha eMOTION NFT, NFT IP, PERKS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

17. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless iMucha and its Representatives (collectively, the “Indemnitees”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site, the Services, Services Content, Alphonse Mucha eMOTION NFTs, NFT IP or Perks, (b) your violation of these Terms, or (c) your violation of the rights of a third party, including another User. You agree to promptly notify iMucha of any third party Claims and cooperate with the applicable Indemnitee in defending such Claims. You further agree that the Indemnitees shall have the right to control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND US.

18. TERMINATION RIGHTS

You agree that iMucha, in its sole discretion, may suspend or terminate your account or your membership in the corresponding club (or any part thereof) or use of the Services or Perks and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if iMucha believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Services or Perks may be referred to appropriate law enforcement authorities. iMucha may also in its sole discretion and at any time discontinue providing the Services or Perks, or any part thereof, with or without notice. You agree that any termination of your club membership or access to the Services or Perks under any provision of these Terms may be effected without prior notice, and acknowledge and agree that iMucha may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services

or Perks. Further, you agree that iMucha will not be liable to you or any third party for any termination of your access to the Services or Perks.

19. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

- a. The Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869m Website: <https://adr.coi.cz>, is an authority competent for out-of-court settlement of consumer disputes arising from or in connection with the Contract. Consumers may also resort to the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/>.
- b. **Agreement** to **Arbitrate**
All disputes arising from this Terms and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by one arbitrator appointed by the President of the Arbitration Court.

20. SEVERABILITY

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

21. ASSIGNABILITY

You may not assign the Terms without the prior written consent of iMucha, but iMucha may assign or transfer these Terms, in whole or in part, without restriction.

22. GOVERNING LAW

These Terms will be governed by the laws of the Czech Republic. With respect to any disputes or claims not subject to arbitration, as set forth above, you and iMucha submit to the personal and exclusive jurisdiction of the state and federal courts located within Prague, Czech Republic.

23. WITHDRAWAL FROM THE CONTRACT EXECUTED ON THE SITE

User who is an individual – consumer and has executed the contract under Article 3 hereof, may withdraw from such contract without stating the reasons within 14 days from the day following the day:

- a) of execution of the contract;
- b) in the case of execution of the purchase contract following the moment when the consumer or a third party designated by the consumer (other than the carrier) accepts the goods;
- c) in the case of execution of the contract under which several types of goods or delivery of several parts have been ordered, following the moment when the consumer or a third party designated by the consumer (other than the carrier) accepts the last part of the supply.

In order to use the right of withdrawal from the future contract, the consumer shall inform the iMucha of such withdrawal from the contract by a unilateral legal act (e.g. by a letter sent by post, by fax or by e-mail).

If the consumer withdraws from the future contract, iMucha will return to the consumer all payments that iMucha has received from the consumer under the contract, excluding any transaction fees connected with the transaction.

The consumer is obliged to return the goods to iMucha without undue delay, however not later than within 14 days from the day of the withdrawal of the future contract. The consumer will bear any direct costs connected with the return of the goods, such as costs connected with sending the goods by post or with transport to the specified address.

24. MISCELLANEOUS

The rights and obligations of the Parties in connection with the remedies for defective products are governed by the applicable legislation including, without limitation, Act No. 89/2012 Sb. and also by Act No. 634/1992 Sb., on consumer protection, as amended. NFT is defective only if it lacks the properties specified on the Website for the respective NFT before it is purchased by the User. The Author is liable for any defects of the NFT at the time of its takeover by the User. If a defect appears within six months after takeover, the NFT is presumed to have been defective at the time of takeover. These Terms constitute the entire agreement between you and iMucha and govern your use of the Services, Alphonse Mucha eMOTION NFTs, NFT IP, club membership and Perks, superseding any prior agreements between you and iMucha with respect thereto. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity. You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software. The failure of iMucha to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services, any Alphonse Mucha eMOTION NFT, any Perks or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The section titles in these Terms are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. iMucha may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Services.