

# Terms and Conditions

## 1. Scope of these Terms and Conditions

- 1.1 The following Terms and Conditions of Sale of Nonfungible Tokens govern and form an integral part of all agreements on purchase of Nonfungible Tokens sold by company 2peek, s.r.o. (Ltd.), ID 09418598, with the registered office at Nové sady 988/2, 602 00 Brno, The Czech Republic (EU), registered in the Commercial Register held by the Regional Court in Brno under file no. C 118969, in the collaboration with company (ii) Growth Hack s.r.o. (Ltd.), ID 09892567, with the registered office at Sokolovská 428/130, 186 00 Prague, The Czech Republic (EU), registered in the Commercial Register held by the Municipal Court in Prague under file no. C 344147 (together hereinafter referred to as the “**Operator**” or “**we**”) to buyer (hereinafter referred to as the “**Buyer**” or “**you**”) within the TwoReels decentralized video platform currently available from: <https://www.sightvault.xyz/> (hereinafter referred to as the “**TwoReels**”), in the version effective at the time of placing the order. The previous version of the Terms and Conditions is available at the appropriate place on the Website.
- 1.2 You may contact us via the contact form placed at the Website for all the questions related to the Sale of Nonfungible Tokens of TwoReels or complaint procedure. If such a contact form is not available, all the relevant questions should be addressed to our email address [kristi.klaudy@sightvault.xyz](mailto:kristi.klaudy@sightvault.xyz). At the website, you can also find a list of FAQs.
- 1.3 These Terms and Conditions do not govern the additional services of the Operator beyond the TwoReels (and other relevant festival subdomains), which are subject to individual terms and conditions presented in another place.
- 1.4 Terms and conditions that conflict with, deviate from, or supplement the following provisions will not apply, even if we are aware of them, unless we have given express written consent to their validity.
- 1.5 Our offer is primarily intended for consumers in the sense of § 419 of Act No. 89/2012 Sb., the Civil Code, as amended. A consumer is any natural person legally acting for a purpose that cannot be attributed to his business activity or to the independent performance of a profession. In the case of the purchase of NFT by a person other than a consumer, those provisions of the Terms and Conditions that serve to protect the consumer and which do not apply to the purchase of NFT by a person other than the consumer do not apply.
- 1.6 Our offer is aimed at customers primarily in the European Union, but at the same time it is intended in the same way for customers with residence, place of business or headquarters in the European Economic Area (EEA), based on the EU regulation on the prohibition of geo-blocking (regulation (EU) 2018/302) or customers abroad the EEA.

- 1.7 All content available on the Website (in the form of informative texts, graphics, drawings and any videos) represents copyrighted works to which the Operator exercises the relevant copyright to the extent necessary for their placement on the Website. Individual copywriter works may only be used for personal use and may not be used to any extent for the purpose of subsequent distribution, economic or other commercial benefit, or in any other way reducing their value or endangering the good name of the Operator and the authors of specific copyrighted works.

## **2. Definitions**

- 2.1 **Blockchain** means a list of records, called “blocks” linked together using cryptography typically managed by peer-to-peer networks for use as a publicly distributed ledger of transactions. Each block contains a cryptographic hash of the previous block, a timestamp and transaction data. The timestamp proves that the transaction data existed when the block was published.
- 2.2 **Digital Artwork** means a digital file (in jpeg, png, MP4 or other digital format constituting a work of authorship) which the NFT identifies and is associated with in an inseparable way, and which depicts, represents, expresses or otherwise uses the Underlying Artwork; the Digital Artwork is subject to a copyright.
- 2.3 **Digital wallet** means an electronic device, online service or software program that allows the owner to receive, store or transfer digital assets, including but limited to cryptocurrencies and NFTs on a Blockchain.
- 2.4 **Digital wallet address** means a unique alphanumeric string of characters which is associated with and represents the address for a Digital wallet on the Blockchain.
- 2.5 **EU Consumer Rights Directive** means the Directive 2011/83/EU of the European Parliament and of the Council of October 2011, on consumer rights.
- 2.6 **License** means the right to use the NFT granted to you within the limits of these Terms and Conditions, either as a license (in case the Operator is a holder of proprietary rights over the Digital Artwork) or a sub-license (in case the Operator is a licensee of proprietary rights over the Digital Artwork which are held by the author of the Digital Artwork).
- 2.7 **Mint** means to create or generate an NFT for a Digital Artwork on a Blockchain.
- 2.8 **Nonfungible Token / NFT** means a uniquely identifiable token of data stored on a Blockchain (thus blockchain tracked) that can be sold or traded, which identifies and is identified by a Digital Artwork. The NFT confers only a right to use the Digital Artwork in a way and under the conditions defined in these Terms and Conditions (the License) and it does not confer ownership of or the right to transfer the Digital Artwork itself nor the ownership of, a license to use or any right whatsoever to the Underlying Artwork. The chosen protocol used for minting NFTs sold by the Operator is the Polygon public Blockchain and the standards used for minting NFTs are namely ERC-721 and ERC-1155.

- 2.9 **NFT Token ID** means the unique token identifier contained in the Smart Contract identifying the NFT on the Blockchain for it to create a controllable electronic record on a Blockchain.
- 2.10 **Ownership of an NFT** means that you have rightfully and lawfully purchased the NFT, where proof of such purchase or acquisition is recorded on the Blockchain; the ownership of the purchased NFT entitles you to use the NFT in compliance of and within the limits of the License, i.e. to exercise the property rights to the NFTs. Such an ownership is similar to owning a physical thing, however the ownership in that sense shall be just a legal construct and used synonym describing such a situation and it does not establish the ownership right to the Digital Artwork or the Underlying Artwork.
- 2.11 **Purchase Agreement** means an agreement on the purchase of a particular NFT concluded between you, as a first buyer of an NFT, and the Operator, as a seller. The Purchase Agreement comprises these Terms and Conditions, along with any additional terms provided to you on the Website, or otherwise in the process of making a purchase, as well as the Smart Contract.
- 2.12 **Secondary Sale** means any resale of the NFT consecutively to the first sale of the NFT by the Operator to you. Immediately following any Secondary Sale, your Ownership of the NFT and any associated License will terminate. Your purchase of, and the transfer of Ownership of, the NFT is subject to your agreeing to these Terms and Conditions, and to the Smart Contract. After a Secondary Sale, “you” will also refer to the purchaser in such Secondary Sale transaction.
- 2.13 **Smart Contract** means a computer code or transaction protocol which governs, executes, controls or documents events and actions relating to the operation of the NFT. For any individual NFT offered for sale, the content of its Smart Contract identifies the rights conferred over the Digital Artwork identified in that Smart Contract. In the Smart Contract, you can also find the conditions of your Ownership of the NFT. By agreeing to these Terms and Conditions when concluding the Purchase Agreement, you agree to the Smart Contract as well. It is therefore important that you review the NFT’s Smart Contract and/or ask for advice from an expert before you purchase the NFT.
- 2.14 **Underlying Artwork** means a piece of digital artwork which is depicted, represented, expressed or otherwise used to create the Digital Artwork; Underlying Artwork is subject to a copyright or relevant industrial property rights.
- 2.15 **Website** means a website created by the Operator which is used for offering NFTs for sale currently at <https://www.sightvault.xyz/>. Within the Website, there is both a presentation of information related to a specific NFT and an individual page where a list of NFTs is presented with an individual description and identification of the NFT, including the NFT Token ID and the terms of the Smart Contract. The Website also contains content protected by the Terms and Conditions.

### **3. Eligibility**

- 3.1 You represent and warrant that you have the full right, power, and authority to conclude the Purchase Agreement and to abide by and comply with it. You especially represent and warrant that you are of the legal age of majority in your jurisdiction and that you are legally permitted to use the Website and NFTs in your jurisdiction including transacting and owning NFTs, and interacting with the Website in any way. You are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that the Operator is not liable for your compliance or failure to comply with such laws.
- 3.2 You further represent and warrant that all funds or assets used by you for the purchase of an NFT from the Operator have been lawfully obtained by you in compliance with all applicable laws. You undertake to provide the Operator, upon first demand, with all evidence it may request to verify your identity for the purpose of concluding the Purchase Agreement and anti-money laundering compliance.
- 3.3 You further represent and warrant that you are a holder of a Digital wallet capable of accepting and supporting the NFT token type referenced on the Website of the individual NFT you are interested in acquiring (these include but are not limited to ERC-721 or ERC-1155 tokens), registered in your name and maintained on one of the reliable platforms providing the services of keeping the Digital wallet.
- 3.4 You acknowledge and agree that the Operator may remove your access to the Website and the ability to purchase additional NFTs at any time for any reason and without notice to you.
- 3.5 By purchasing an NFT, you acknowledge that you have carefully read and agree to these Terms and Conditions. These Terms and Conditions form an integral part of the Purchase Agreement.

### **4. Execution of a Purchase Agreement**

- 4.1 The Purchase Agreement between you and the Operator is concluded remotely via the Website. By submitting an order for purchase of an NFT through the Website, you agree to the Operator use of remote means of communication. The costs of using remote means of communication are borne by you, however, these costs do not differ in any way from the basic rate you pay for the use of these means, i.e., in particular for access to the Internet.
- 4.2 Purchasing an NFT is subject to prior registration in the regime of “Collector” with the accompanied creation of user account.
- 4.3 Our offer does not represent a binding offer. We reserve the right to make technical or other changes to a reasonable extent. Your order at the Website represents only an offer submitted to the Operator for the conclusion of the Purchase Agreement.

- 4.4 All available NFTs can be purchased by clicking the appropriate button. The NFT Token ID and purchase price information is automatically entered as part of order creation within the Website user interface.
- 4.5 To enable submitting an order for purchase of an NFT through the Website and conclusion of the Purchase Agreement, you must connect your Digital wallet into the Website. After such a connection, you will be allowed to create and place the order using the user interface of the Website.
- 4.6 To complete the order, you must click on the appropriate button according to the method of payment of the purchase price. These buttons already represent a step towards an order binding on payment. Before this point, you can view and change NFTs *ad libitum*.
- 4.7 Together with submitting a binding offer to buy NFT, you are creating and submitting to the Operator a binding purchase order for the NFT and authorizing the third-party payment gateway to process the payment of purchase price; the payment shall be processed automatically by this third-party payment gateway with crypto under the conditions set there and immediately after placing the order by you and confirming the payment within the payment gateway.
- 4.8 The Purchase Agreement between the Operator and you is executed once the acceptance information is sent into your Digital wallet. Before accepting your purchase order, the Operator may require that you provide it with evidence of the veracity of information you have submitted. The Operator reserves the right not to accept your purchase order.

## **5. Purchase price, taxes and delivery costs**

- 5.1 There is no minimum order value for ordering NFTs.
- 5.2 The purchase price for any NFT is displayed on the corresponding place of the Website, they are contractual and final, and stated in MATIC cryptocurrency, including the necessary transaction fee. In the case of a technical error or an error in the stated price, the Operator is entitled to correct all the needed information and inform you of this step without undue delay.
- 5.3 You are obliged to pay the purchase price immediately after the execution of the Purchase Agreement. If the purchase price is not credited to the Digital wallet of the Operator within 1 hour after the execution of the Purchase Agreement, the Operator is entitled to withdraw from the Purchase Agreement by sending the email message to your email address.
- 5.4 The Blockchain on which the sales of NFTs is conducted may require the payment of a transaction fee for every transaction that occurs on the Blockchain. You will be solely responsible to pay all such transaction fees associated with your transactions related to your purchase of the NFT.

5.5 Delivery of NFTs is carried out without any shipping or delivery costs, except for necessary transaction fees. These fees are automatically charged in addition to the purchase price and are paid together with the payment of the purchase price according to these Terms and Conditions. The exact amount of necessary transaction fees is calculated according to the general principles for their calculation valid for cryptocurrency payments. The exact amount of the fee is communicated before placing the order according to these Terms and Conditions, with the understanding that by placing the order you agree to the amount of the necessary transaction fees.

5.6 The Buyer is responsible for paying all taxes. The Buyer is not entitled to deduct the amount of these taxes from payments made in favor of the Operator based on the Purchase Agreement.

## **6. Delivery and transfer of risks**

6.1 The purchased NFT will be delivered into your Digital wallet within 1 hour after the conclusion of the Purchase Agreement; this period shall be extended by the time during which the NFT transfer could not be processed for technical reasons.

6.2 Risk in and responsibility for the NFT (including for loss or damage to the NFT) will transfer to you when you receive the NFT in your Digital wallet. This occurs when the transfer to you is recorded on the Blockchain (it can be viewed and verified via the Etherscan service). Once risk in the NFT has passed to you, you alone will be responsible for:

(i) providing appropriate maintenance, hosting, and security for the NFT;

(ii) securing the Digital wallet or other storage mechanism you use to receive and hold the NFT, including private keys and credentials;

(iii) any risks arising out of or in connection with the NFT such as but not limited to, risk of loss or damage, transferring, creating, providing proper maintenance including, without limitation the risks described above in the paragraph titled Risks of Owning NFTs; and

(iv) any failure to provide appropriate maintenance (including without limitation hosting) of the NFT.

## **7. License**

7.1 Individual conditions for the use of NFT, or of the Digital Artwork, and the rights arising from the Ownership of the NFT are available in the applicable License Agreement placed on the Website; the license terms form an integral part of these Terms and Conditions.

## **8. Secondary Sale**

8.1 In connection with a Secondary Sale of the NFT, you undertake to ensure that:

- (a) you provide notice that any purchaser of a resold NFT will also be subject to these Terms and Conditions and you provide him/her with a link to or other access to these Terms and Conditions, as well as the Smart Contract for the resold NFT;
- (b) any purchaser on a Secondary Sale agrees to these Terms and Conditions, and to the Smart Contract for the re-sold NFT (in that sense, these Terms and Conditions shall be understood as being aimed at an indefinite number of persons which can be accepted as a proposal by performing a certain act without notifying the Operator);
- (c) any Secondary Sale will be in accordance with applicable laws and regulations, including but not limited to restrictions under trade regulations;
- (d) you have not breached these Terms and Conditions nor the Smart Contract for the resold NFT before the Secondary Sale;
- (e) your License has not been terminated before the Secondary Sale;
- (f) the entire NFT is resold to a single buyer in the Secondary Sale; for the avoidance of doubt, you may not sell a portion or a fractionalized interest of the NFT in a Secondary Sale or maintain an interest in the NFT following the Secondary Sale, including any right to receive any amounts in connection with subsequent Secondary Sales; and
- (g) the buyer is not a subject to an internationally recognized embargo or that is located in a country that is subject to an internationally recognized embargo, or that has been designated internationally as a terrorist-supporting party (or country) or that is otherwise prohibited or restricted party (or country).

8.3 Immediately following any Secondary Sale, your Ownership of the NFT and any associated right you had in connection of it, namely the License, will terminate.

8.4 Any purchase of, and the transfer of Ownership of, the NFT is subject to your agreeing to these Terms and Conditions. After a Secondary Sale, "you" will also refer to the purchaser in such Secondary Sale transaction.

8.5 The Operator may be entitled to any ongoing NFT payments in case of Secondary Sale. The right to ongoing NFT payments (if any) is specified in the Smart Contract for the particular NFT.

## **9. Limitation of liability and rights arising from defective performance**

9.1 NFTs are intangible digital assets that exist by virtue of the ownership record maintained in the Blockchain. NFTs Smart Contracts operate on the decentralized Blockchain ledger and the Operator has no control over and make no promises or guarantees with respect to the Blockchain or Smart Contracts. You bear full responsibility for verifying the identity, legitimacy, and authenticity of all the assets.

- 9.2 You declare that you have the necessary understanding regarding NFTs, Blockchain technology and software systems, Digital wallets and other storage mechanisms, and cryptocurrencies and their respective usage, functionality, storage and transmission mechanisms and other material characteristics, as well as Digital wallet security and the hosting and maintenance of NFTs, to fully understand the purchase of the NFT and to enable you to receive, store, and maintain the NFT. You represent and warrant that you and/or your advisors have obtained sufficient information to make an informed decision to purchase the NFT and have carefully reviewed the terms and code of the NFT's Smart Contract to fully understand those terms and the functionality of those terms.
- 9.3 You acknowledge and agree that the NFT is provided "as is" and "as available" without warranties of any kind other than that the NFT has qualities specifically described and expressed at the Website and/or in the Smart Contract of the NFT. Your rights arising from defective performance and the conditions for those rights to be asserted are mentioned here (hereinafter referred to as the "**Complaints Code**"); the Complaints Code forms the integral part of these Terms and Conditions.
- 9.4 Your access to and use of the NFT and NFT Art is at your own risk.
- 9.5 You agree that the Operator is not responsible and will have no liability for consequences of any fact or any risk related to the nature of NFTs, to the Blockchain, to your Digital wallet or to Smart Contracts, to their technical, legal and other characteristics and issues, namely those listed below.
- 9.6 You also specifically agree that in no event will the Operator be liable to you for all claims based on the sale of the NFT in excess of the amount of the purchase price effectively paid to the Operator for the NFT. Transactions relating to NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- 9.7 You acknowledge that you are aware of the risks related to NFTs, namely the following ones (given only as examples):

#### **Economic risks**

- (a) The NFT may lose all or part of its value due to changes in the market price;
- (b) Digital assets, tokens and NFTs may be subject to significant price fluctuations up and down; the magnitude of such fluctuations is difficult to predict and cannot be guaranteed;
- (c) You have no guarantee that you will be able to list the NFT on a secondary market or platform and you have no guarantee that you will be able to resell the NFT.

#### **Technological risks**

- (a) The NFT is stored in an electronic wallet to which a unique private key is associated that makes the NFT available. Consequently, the theft, loss or hacking



of private keys implies the permanent loss of the NFT. You are responsible for the secure storage of the private key in your wallet, necessary to receive and transfer the NFT. Loss or theft of the private key is equivalent to loss of the NFT assigned to the wallet;

- (b) In the event that you transfer to a wallet that is incompatible with the NFT's Smart Contract, or which was stated wrongly via your own mistyping the Digital wallet Address, you will normally no longer be able to access the NFT;
- (c) In case of subsequent creation by you of a Smart Contract on the transferring NFT, you bear full responsibility for the choice of the standard or ad hoc Smart Contract used and for any possible bugs and security flaws;
- (d) The chosen protocol is the Polygon public Blockchain, which runs the risk of a 51% attack on the consensus system that could corrupt the data recorded on the Blockchain. This Blockchain is also subject to major changes due to, among other things, the potential change to proof of stake (i.e., a method for validating entries into a distributed database and keeping the database secure) and the Operator has no control over such change or its consequences.

### **Regulatory risks**

- (a) Legal and tax risks related to the determination of the applicable law, in particular in the event of Secondary Sale of the NFT, are to be taken into account by you and the Operator cannot guarantee a legal or tax qualification due to the diversity of national laws applicable in this area and their evolution, potentially unfavourable to your interests;
- (b) Regulatory or normative changes could have an impact on the operation of the Blockchain used for the NFT, which could generate various legal and fiscal risks with consequences, in particular, on the conditions or the very possibility of reselling the NFT;
- (c) Risks related to reinforced obligations of your identification to keep, use and/or resell the NFT.

9.8 The NFTs are intended for personal enjoyment, use and consumption only. They are not a "security" within the meaning of relevant securities laws of EU legislation or internationally. Primarily, they do not serve for the investment reasons, and they cannot be understood as being crypto assets in the "security" meaning.

9.9 With regard to the necessary maintenance of the hardware and software background of the Website, as well as with regard to the safety and stability of it, we have the right to shut down, change or disable the Website (or any part of it) at any time and for any reason for the necessary period of time. In such a case, you are not entitled to any compensation for the damage caused by that.

9.10 As the Website is using more than one software platform for its own operating, use of these third-parties' platforms is subject to individual terms and conditions set by their operators. Nothing in these Terms and Conditions represents the guarantees over the individual terms and conditions of the platforms.

9.11 With regard to the use of third-party software platforms for its own functioning, the Buyer acknowledges that all problems related to the purchase of NFTs, which are of a purely technical nature arising from the error rate of these platforms, must be resolved directly with the relevant operators of such platforms.

9.12 The Operator is not responsible for any third-party NFT marketplace, any direct sales, or any third-party entitlements or benefits. You covenant not to sue the Operator based on activities that may occur on such NFT marketplaces, any direct sales (except direct sales for which the Operator is the seller or purchase), due to third-party benefits or entitlements.

## **10. Waiver of the right to withdraw from the purchase contract for consumers from European Union**

10.1 Taking into account that an NFT is digital data stored on the Blockchain analogous to software and thus, that it constitutes a “digital content” as defined in the EU Consumer Rights Directive, if you are a consumer habitually residing in a member country of the European Union, by accepting transfer of the NFT to your Digital wallet you acknowledge that you are waiving any right you may have had under the EU Consumer Rights Directive and relevant implementing national legislation, to withdraw from and cancel your purchase of the NFT within the 14 day cooling off period referenced in that legislation.

10.2 You also agree that the Operator may deliver the NFT to you (to your Digital wallet) before the expiry of this 14-day cooling off period.

## **11. Personal data protection**

11.1 Information on the personal data protection shall be found within the Privacy Policy placed on the Website; the license terms form an integral part of these Terms and Conditions.

## **12. Miscellaneous**

12.1 You may not assign any or your rights or obligations under the Purchase Agreement, these Terms and Conditions, and/or the Smart Contract, whether by operation of law or otherwise, without our prior written consent, except for the case of a Secondary Sale of the NFT, in which case these Terms and Conditions, and the Smart Contract are binding also for the new acquirer of the NFT.

12.2 The Operator may assign its rights and obligations under the Purchase Agreement, these Terms and Conditions, and/or the Smart Contract, to an affiliate.

12.3 The Operator is not bound by any codes of conduct that are binding on them or that they would voluntarily comply.

12.4 These Terms and Conditions constitute the entire agreement between you and the Operator, and supersedes any and all prior or contemporaneous representations,

understandings and agreements with respect to the subject matter of these Terms and Conditions, all of which is hereby merged into these Terms and Conditions.

- 12.5 The Operator may choose to make additional features, access, content, items or other benefits available to you as the owners of NFTs. These additional features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.
- 12.6 If any provision of these Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed separable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. No waiver by the Operator or you of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

### **13. Governing law and dispute resolution**

- 13.1 These Terms and Conditions, the Purchase Agreement and the Smart Contract concluded between you and the Operator as well as any other legal relation between you and the Operator which relate to any NFT minted by the Operator that you have acquired, shall be governed by and interpreted in accordance with the laws of the Czech Republic, irrespective of its choice of law provisions.
- 13.2 All disputes arising out of or in connection with legal relations specified earlier shall be finally submitted to and settled by the courts of the Czech Republic. The competent court shall be determined based on the address of the registered seat of the Operator.
- 13.3 If you are a first acquirer of an NFT minted by the Operator and a consumer, you have also the right to out-of-court dispute resolution. Supervision of compliance with the obligations under Act No. 634/1992 Sb., on Consumer Protection, as amended, is exercised by the Czech Trade Inspection Authority ([www.coi.cz/en/](http://www.coi.cz/en/)), which is also the competent authority for the out-of-court settlement of consumer disputes. You may address the Czech Trade Inspection Authority with your complaint or proposal for out-of-court settlement of a consumer dispute arising in connection with the legal relation between the Operator and you.
- 13.4 You may also use the online dispute resolution platform set up by the European Commission at: <http://ec.europa.eu/consumers/odr/>

These Terms and Conditions shall be effective as of November 1, 2023.