

TERMS AND CONDITIONS

NFT HARBOR

CHAPTER I: APPLICABILITY – ELIGIBILITY – PRIVACY

1.1. Applicability: These “Terms and Conditions” (hereinafter “Terms”) govern the access to and use of the digital platform “NFT HARBOR”, including every webpage belonging to the “nftharbor.io” domain (hereinafter “Website”), including any and all desktop, tablet and mobile applications and application program interfaces (hereinafter “Applications”) and any and all services offered through the digital platform, including Website and Applications, by NFT HOLDING BV, having its registered seat at 9320 Aalst (Belgium), Groeneweg 17, with CBE (company registration) number 0786.434.824 (hereinafter “NFT HOLDING”, “we” or “us”).

1.2. Eligibility: Only users who are 18 years or older are allowed to create a User Account and make use of the services offered via NFT HARBOR.

1.3. Privacy: We are concerned about your privacy. We refer to our Privacy Policy for a detailed explanation on how we process personal data and the rights of data subjects. We might from time to time update our Privacy Policy. The most recent version of our Privacy Policy is available at all times via <https://nftharbor.io/NFTHarbor/terms.pdf>. Our Privacy Policy forms part of the present Terms. By agreeing with the present Terms, the User also agrees that we are allowed to process personal data in accordance with our Privacy Policy.

CHAPTER II: USERS

2.1. Necessity to register: Only registered Users can get access to NFT HARBOR. To get registered as a User, you will need to create a User account (hereinafter “Account”) via our Website or one of our Applications.

2.2. Creation of a User Account: In order to create an Account, you will have to click on the “log on” button and then click on the sign-up link. In the next pop-up screen, you will be asked (1) to provide us with your e-mail address and (2) to choose a password. When clicking the “subscribe” button, an automatically generated e-mail will be sent to the provided e-mail address with a view to verify said e-mail address and to activate the Account. Only by clicking on the link provided in the e-mail, the User will be able to activate the Account and get access to the services provided via NFT HARBOR.

2.3. Provision of further Account Data: When accessing NFT HARBOR for the first time after activation of the Account, you will be asked to provide us, on top of the data already provided while registering for the creation of the Account, with further personal data (all data requested while registering and when accessing NFT HARBOR for the first time hereinafter jointly referred to as “Account Data”).

Mandatory Account Data to be provided in order to be able to finalize the creation of the Account is indicated with an asterisk (*): e.g. in order to see your assets and to be able to create listings on the marketplace, you will need to enter your GalaChain address. Only one GalaChain address is allowed per Account. After you filled in your GalaChain Address, we will request you to send a certain amount of Gala to the escrow account to confirm you are the owner of the address. The amount will be returned immediately. Note that we can only read out the information from the wallet that you linked and cannot perform any further actions.

All other Account Data a User can provide is non-mandatory with a view on finalizing the creation of the Account: e.g. the choice of a customized available username.

When all mandatory Account Data is filled in, the User can click on the “save” button and when no specific error report pops up, the Account will automatically be created.

2.4. Accuracy and update of your Account Data: In general, you are at all times solely and fully responsible for the accuracy (and if necessary update) of the Account Data you provide. You need to keep this Account Data up-to-date at all times. It is prohibited to provide us with and to use NFT HARBOR under false, including outdated Account Data. Once logged on, you will be able to adapt your Account Data (e.g. your username) at any given moment in time (except for your e-mail address which will always be linked to your Account) under the “settings” section of NFT HARBOR. In case you want to change the e-mail address linked to your Account, you are requested to contact NFT HARBOR via support@nftlookup.io.

2.5. User Account responsibility: Each User is at all times solely and fully responsible for any and all activity under his/her Account and for keeping his/her e-mail address and password combination secret at all times. We are entitled to assume that only the User can sign in using his/her e-mail address and password. We cannot be held liable for any loss or damage if the User fails to comply with these security obligations.

2.6. Deletion of your Account: Each User can ask us to delete his/her Account at any given time. A User wanting to delete his/her Account, must send us a request for deletion by e-mail to support@nftlookup.io. We will treat the request for deletion as soon as possible and will confirm deletion via the e-mail address linked to the Account. Once the deletion request is accepted and confirmed by us, you will no longer be able to access and use the services provided for via NFT HARBOR under the deleted Account. When a User asks us to delete an account, the User understands and accepts that any and all information of the User linked to the Account will permanently be deleted. If a User wants to re-enjoy NFT HARBOR at any given moment in the future, the User needs to re-register for and activate a new account.

2.7. Account registration and use restrictions: With a view on safeguarding NFT HOLDING and NFT HARBOR’s security, integrity and interests, as well as the security, integrity and interests of its Users, we reserve ourselves the right and are fully entitled to (i) deny anyone to register for or create an Account, (ii) temporarily or permanently restrict the access and use of an Account (including possible other Accounts linked to the same User) and (iii) to temporarily deactivate or permanently delete an Account (including possible other Accounts linked to the same User) and temporarily or permanently ban Users from access to the services provided via NFT HARBOR, in our own discretion, at any time and without obligation to give prior notice to the User(s) involved. Nevertheless, if the restriction is imposed based on the fact that the information provided by the User constitutes illegal content or is incompatible with these Terms, we will provide a statement of reasons to the User(s) involved, the latest from the date that the restriction is imposed.

We are entitled to invoke our rights under the present article 2.7. for instance in (but not limited to) cases where (i) we establish or simply suspect the slightest violation of the present Terms, or (ii) we establish or simply suspect that the User is not using or has no intent to use NFT HARBOR for the purposes for which it is intended, such as criminal behaviour, the mere collection of information about or data from NFT HOLDING, NFT HARBOR or its Users, whether or not with a view to the further use of such information or data for personal gain. The User agrees that, in such case, NFT HARBOR cannot be held liable in any way for any damage this would cause to the User and other User(s) involved.

CHAPTER III: SERVICES

3.1 General description of the services offered via NFT HARBOR: NFT HARBOR is a digital platform, offering a digital marketplace enabling its Users to Swap or Trade NFT's (only), by making use of the NFT HARBOR Escrow Service, integrated into predetermined Transaction Methods for the execution of the Transaction Agreement established between the Users concerned.

3.2. NFT's only: Users are only allowed to use NFT HARBOR to swap or trade "NFT's": unique, indivisible and non-interchangeable "non-fungible tokens", recorded on a blockchain, representing proof of ownership of a tangible or intangible asset (or both). These NFTs exclusively encompass in-game items, films and music, specifically crafted within the Gala Games platform's gaming environment. Any and all other transactions with regard to any and all other tangible or intangible assets (including but not limited to all other sorts of crypto assets (cryptocurrencies, utility tokens, security tokens, etc.)) are strictly forbidden.

3.4. Type of transaction: Users can choose between two types of transactions:

3.4.1. Swap: A User (referred to on NFT HARBOR as the "Seller") can propose to swap one or more of the NFT's from his or her wallet linked to NFT HARBOR (hereinafter "Wallet"), with one or more NFT's from the Wallet of another User (referred to on NFT HARBOR as the "Buyer").

3.4.2. Trade: A User (referred to on NFT HARBOR as the "Seller") can propose to sell one or more of the NFT's from his or her Wallet to another User (referred to on NFT HARBOR as the "Buyer").

3.3. Price and other fees:

3.3.1. Price:

a) Trade: in case of a Trade, the Users, parties to the Transaction Agreement (hereinafter also jointly referred to as the "Parties" and individually as a "Party"), need to agree on a price (hereinafter the "Price"), consisting of:

i. A "Harbor Fee": The "Harbour Fee" is the fee to be paid to NFT HOLDING for the Services delivered via NFT HARBOR, at the Seller's expense. The Harbor Fee is calculated as a percentage of the total Price, whether requested by the Seller in the case of a Direct Sale or offered by the Buyer in the case of an accepted Counter Offer. The applicable percentage depends on (a) the Payment chain agreed upon by the Parties and (b) the Star Rating of the Seller. The actual applicable percentages are presented and can be verified at all time via the "pricing page" on NFT HARBOR, accessible via: <https://nftharbor.io/nftharbor/TradeFees.pdf>.

ii. A "Maker Fee" (if applicable): The "Maker Fee" is a fee that *might* have to be paid (but not necessarily) to the creator of the NFT('s) that are traded, at the Seller's expense. In case a Maker Fee is due, such Maker Fee is calculated as a percentage of the total Price requested (in case of an Offer with a "fixed price") or accepted (in case of a bidding Offer) by the Seller. The actual applicable percentages are presented and can be verified at all time via the "pricing page" on NFT HARBOR, accessible via: <https://nftharbor.io/nftharbor/TradeFees.pdf>

iii. The "Net Price": the Net Price is the balance of the total Price after deduction of the Harbor Fee and the Maker Fee (if applicable).

b) Swap: In case of a Swap, the only fee due is the Harbor Fee (at the Sellers sole expense or at the expense of both Users, depending on the Seller's choice; see article 3.4.1.a.i. below). In case of a Swap, the Harbor Fee is not calculated as a percentage but as a fixed fee. The applicable fixed fee depends on the Star Rating of the Seller (see article 3.4.6. below). The

actual applicable fixed fees are presented and can be verified at all time via the “pricing page” on NFT HARBOR, accessible via: <https://nftharbor.io/nftharbor/TradeFees.pdf>.

3.3.2. Other fees:

- a) Cancellation Fee: The “Cancellation Fee” is the flat fee to be paid by the Seller in case of cancellation of an Offer in accordance with the provisions of article 3.4.5. below.
- b) Star Fee: The “Star Fee” is the flat fee to be paid by a User in case he wants to recover a star in accordance with the provisions of article 3.4.6. below.

Payment Service Provider (for FIAT payments):

All *FIAT payments* via NFT HARBOR are facilitated by a third party payment service provider, chosen by NFT HOLDING. Currently, our third party payment service provider is “Stripe” (Stripe, Inc., Stripe Payments Europe, Ltd. and/or affiliates; www.stripe.com).

When a service is offered via NFT HARBOR via our Payment Service Provider, this will, at least on first use, be indicated clearly by mentioning the Payment Service Provider’s name and/or logo.

If you make use of a service offered by our Payment Service Provider via NFT HARBOR, such use is entirely at your own risk and responsibility, and you are always subject to – and shall be deemed to have agreed with – the terms of use, privacy policy, cookie policy and all other terms and policies that might be applicable to the service run by that third party Payment Service Provider. Should you have the slightest request with regard to the third party Payment Service Provider and/or any of the terms of use, privacy policies, cookie policies and all other terms and policies applicable to the third party Payment Service Provider, you are requested to immediately cease further use of NFT HARBOR and to contact the third party Payment Service Provider or ask us for help to bring you in touch with our third party Payment Service Provide.

NFT Holding is not a party to any agreement or arrangement between you and the third party Payment Service Provider and cannot be held liable for any aspect of the services provided by such third party Payment Service Provider, nor for any damages caused by or resulting from the use of the services of the Payment Service Provider.

3.4. Establishment of the Transaction Agreement:

3.4.1. Swap

- a) Offer: When creating an Offer to Swap NFT’s, the Seller has to determine the following “Offer Conditions”:
 - i. Harbor Fee: The Seller can choose whether the Harbour Fee will be borne by the Seller alone, or that the Harbour Fee will be split between the Seller and the Buyer. The total Harbour Fee (to be paid by the Seller *alone* or by the Seller *and* the User (in case of a split fee)) is indicated under the “Split Fee?” button on the Offer creation page;
 - ii. Selection of NFT(s) to be swapped: The Seller has to identify one or more NFT’s from his Wallet that he wants to swap with another User under the Offer;
 - iii. NFT Filter request: The Seller can narrow down the NFT’s he or she is interested in by applying various filters;
 - iv. End Date: The Seller has to choose date and time when the Offer will expire. If no Transaction Agreement is closed before the “End Date”, the Offer will automatically expire and will no longer be accessible by other Users.

After having set the aforementioned Offer Conditions, the Seller can click on the “Create Swap Request” button. By clicking that button, the Seller accepts and agrees to launch the Offer, published on NFT HARBOR, that will from then on be binding until (a) the closing of a Transaction Agreement, (b) the cancellation of the Offer by the Seller, or (c) the End Date, whichever comes first.

- b) Buyer Offer: Other Users – being potential Buyers – can consult the Offer, including the Offer Conditions, via the dedicated pages on NFT HARBOR. When a potential Buyer agrees with the Offer Conditions, the potential Buyer can select one or more NFT’s to be swapped with the NFT(‘s) of the Seller under the Offer. After having selected the NFT’s the potential Buyer would like to swap (hereinafter the “Buying Offer”), the Buyer can click on the “propose NFT(‘s)” button. By clicking that button, the potential Buyer accepts and agrees to send the Buyer Offer to the Seller, the Buyer Offer from then on being binding until (a) the refusal of the Buyer Offer by the Seller, (b) the closing of a Transaction Agreement, (c) the cancellation of the Offer by the Seller, or (d) the End Date, whichever comes first. The Seller is free to accept the Buyer Offer or not, by clicking the according “accept” or “refuse” button on NFT HARBOR.
- c) Transaction Agreement: When the Seller accepts a Buyer Offer by clicking the “But N” button, a binding Transaction Agreement between the Buyer and the Seller is closed.

3.4.2. Trade

- a) Offer: When creating an Offer to Trade NFT’s, the Seller has to determine the following “Offer Conditions”:
- i. Bidding possibility: The Seller has to choose whether the Trade will be set up as a “Direct Sale” only or with additional “Bidding Option” (see below under “b)” and “c)”) by using the “Bids Allowed?” switch;
- ii. Selection of NFT(‘s) to be traded: The Seller has to identify one or more NFT’s from his Wallet that he wants to sell to another User under the Offer;
- iii. Requested Price:
 - The Seller will have to choose one or more “Payment Chains” and “Currencies” in which the Buyer will be able to pay the Price for the sale:
 - o Ethereum chain: Gala, Ethereum;
 - o Gala chain: Gala, Silk, Etime, Materium, Wen, Music, HRBR;
 - o FIAT: Dollar;
 - The Seller will have to choose the Price (expressed in the selected Currency/Currencies on the selected Payment Chain(s)) the Buyer will have to pay for the Direct Sale of (all of) the NFT’s under the Offer. When filling in the Price, NFT HARBOR will automatically show a breakdown of the Price, in the selected currency/currencies on the selected Payment Chain(s), identifying the applicable Harbor Fee, Maker Fee (if applicable) and Net Fee;
- iv. End Date: The Seller has to choose date and time when the Offer will expire. If no Transaction Agreement is closed before the End Date, the Offer will automatically expire and will no longer be accessible by other Users.

After having set the aforementioned Offer Conditions, the Seller can click on the “Create Trade” button. By clicking that button, the Seller accepts and agrees to launch the Offer, published on NFT HARBOR, that will from then on be binding until (a) the closing of a Transaction Agreement, (b) the cancellation of the Offer by the Seller, or (c) the End Date, whichever comes first.

- b) Direct Sale: Other Users – being potential Buyers – can consult the Offer, including the Offer Conditions, via the dedicated pages on NFT HARBOR. When a potential Buyer agrees with the

Offer Conditions and wants to accept the Offer, the Buyer has to click the “buy now” button with a view to conclude a Transaction Agreement.

- d) Bidding Option: When the Seller has included the “Bidding Option” in the Offer, the potential Buyer can choose between (a) proceeding to a Direct Sale (by clicking the “buy now” button), or (b) by making a “Counter Offer” (also referred to as a “bid”), being a lower (of higher) bid and send it to the Seller by clicking the “create bid” button. From then on, the Counter Offer is binding until (a) the refusal of the Counter Offer by the Seller, (b) the closing of a Transaction Agreement on the Offer between the Seller and another User, (c) the cancellation of the Offer by the Seller, or (d) the End Date, whichever comes first. The Seller is free to accept the Counter Offer or not, regardless of the counter Price offered, by clicking or not clicking the according “accept bid” button on NFT HARBOR.
- c) Transaction Agreement: When (a) the Buyer confirms the Offer by clicking the “buy now” button or (b) the Seller accepts a bid from a Buyer by clicking the “accept bid” button (in case of an Offer with Bidding Option), a binding Transaction Agreement between the Buyer and the Seller is closed.

3.4.4. Transaction Agreement: Through the Transaction Agreement, the Parties engage to Swap or Trade the identified NFT(s), in accordance with the Offer Conditions and to execute the envisaged Swap or Trade in accordance with the applicable Transaction Method as determined in article 3.5.3. of the present Terms.

The Seller and the Buyer are the sole parties to the Transaction Agreement. It is the Seller and the Buyer’s sole responsibility to verify whether the transaction (Swap or Trade), established and executed in conformity with the Offer Conditions and the applicable Transaction Method as determined in article 3.5.3. of the present Terms, is legal and allowed in accordance with the laws of their own country and/or region. The Transaction Agreement itself, and any dispute between the Seller and the Buyer arising from it, are governed by the laws of the country and/or region designated by the rules of private international law.

NFT HOLDING is not a party to the Transaction Agreement. The only commitment of NFT HOLDING towards the Seller and the Buyer with regard to the transaction agreed between them, is to provide the services as identified under article 3.5.3. during the Execution Term. In general, the entire contractual relation between the Seller or Buyer on the one hand, and NFT HOLDING on the other hand, is solely governed by the present Terms and the applicable laws as identified under article 5.13. of the present Terms.

3.4.5. Cancellation of Offer: Although we do not encourage the cancellation of Offers (see below under article 3.4.6.), at any moment in time before the closing of a Transaction Agreement, the Seller is able to cancel his or her Offer against payment of a Cancellation Fee. A Seller wanting to cancel his or her Offer, has to click on the “cancel offer” button at the relevant Offer page on NFT HARBOR.

ATTENTION(!): The Offer will only be cancelled after receipt of payment by NFT HOLDING of the Cancellation Fee, following the payment instructions displayed at the relevant Offer page on NFT HARBOR after having clicked the “cancel offer” button. Until receipt of the (full) Cancellation Fee, the Offer remains active and in place, meaning that a binding Transaction Agreement with a Buyer accepting the Offer can still be closed. To avoid such a situation, we strongly advise you to immediately proceed to payment of the Cancellation Fee after having clicked the “cancel offer” button. Cancelling an Offer also has consequences for your Star Rating as determined under article 3.4.6. below.

3.4.6. Star Rating: All Users start with a three Star Rating when first accessing NFT HARBOR. Three star Users pay standard Harbor Fees.

A user will lose a star whenever a deal is not confirmed in time.

However, a User can at all times buy new stars (until the maximum of three stars has again been reached), against payment of a Star Fee for each new star being bought.

3.5. Transaction Methods for the execution of the Transaction Agreement:

3.5.1. Execution Term: From the moment the Transaction Agreement is closed, the Seller and the Buyer have up to 48 hours (depending on the deal time a seller put in) to complete all of the Transaction Steps as identified below under article 3.5.3.

If at the end of the Execution Term, all Transaction Steps have not been completed in full (regardless of the party/parties responsible for not having completed one or more of the Transaction Steps), the Transaction Agreement will automatically be dissolved, resulting in (1) all NFT's transferred to the Escrow Account (but not yet to the Seller), automatically being returned to the original Seller (and Buyer, if applicable in case of a Swap) and (b) the release from all payment obligations of both parties under the dissolved Transaction Agreement, except with regard to the Harbor Fee already been paid by the Seller and/or the Buyer at the time of dissolution, remaining definitively acquired by NFT HOLDING. NFT HOLDING cannot be obligated, regardless of the circumstances and/or reasons for the dissolution of the Transaction Agreement, to (partially or wholly) refund the Harbor Fee.

Upon dissolution of the Transaction Agreement, NFT HOLDING is liberated from any and all obligations with regard to the execution of the previously envisaged Swap or Trade under the Transaction Agreement. In general, NFT HOLDING cannot be held liable for any damages whatsoever incurred by the Seller, the Buyer, any other User or third party pursuant to the dissolution of the Transaction Agreement.

3.5.2. Escrow Service: The Escrow Service consists of NFT HOLDING holding a Wallet of its own to serve as an "intermediate wallet", to which the NFT('s), object of an Offer, are transferred awaiting the NFT('s) from the other User in case of a Swap and payment of the agreed Price by the Buyer in case of a Trade. NFT HARBOR's Escrow Service is integrated in each Transaction Method and warrants Users that (a) the NFT('s) is/are only transferred to the other User involved in a Transaction after transfer of the NFT('s) from the other User in case of a Swap or payment of the agreed Price by the Buyer in case of a Trade, or (b) in case of dissolution of a Trade Agreement, the NFT('s) transferred to NFT HOLDINGS Escrow Service wallet, is/are revert(ed) immediately to the original owner.

3.5.3. Transaction Methods: the Transaction Method for the execution of the closed Trade Agreement depends on (a) the type of Transaction (Swap or Trade) and (b) the blockchain on which payments are made:

- a) Swap: In case of a Swap, the Transaction Steps to be completed are the following:
 - 1) Payment of the Harbor Fee by the Seller (or half of the Harbour Fee in case the Offer Conditions foreseeing in a Split Fee);
 - 2) Optional (in case the Offer Conditions foreseeing in a Split Fee): payment of the other half of the Harbor Fee by the Buyer;
 - 3) The Seller transfers the relevant NFT('s) from his Wallet to NFT HARBOR's Escrow Service Wallet;
 - 4) The Buyer transfers the relevant NFT('s) from his Wallet to NFT HARBOR's Escrow Service Wallet;

When having received all NFT('s) from both Parties, the NFT's are automatically swapped and further transferred from NFT HARBOR's Escrow Service Wallet to the respective counterparties. This is done by a service provided by GALA. In case of problems with this service, NFT Harbor will not be liable for any loss.

b) Trade:

i. Ethereum chain: In case of a Trade with payment via the Ethereum chain, the Transaction Steps to be completed are the following:

- 1) Payment of a GAS fee by the Seller to create a Smart Contract, basically containing the Seller and the Buyer's User Details, the Offer Conditions and the relevant payment instructions applicable under the present Ethereum chain Transaction Method.
- 2) The Seller transfers the relevant NFT('s) from his Wallet to NFT HARBOR's Escrow Service Wallet;
- 3) The Buyer needs to approve the Smart Contract created by the Seller;
- 4) The Buyer pays the Price, which will automatically – in accordance with the provisions of the Smart Contract – be split in (i) the Harbour Fee, paid forward to NFT HOLDING, (ii) the Maker Fee (if applicable) paid forward to the Maker and (iii) the Net Price, paid forward to the Seller;

When the full Price has been paid by the Buyer, the NFT('s) from the Seller are automatically further transferred from NFT HARBOR's Escrow Service Wallet to the Wallet of the Buyer.

ii. Gala chain: In case of a Trade with payment via the Gala chain, the Transaction Steps to be completed are the following:

- 1) Deposit by the buyer (if enabled). This deposit is sent to the escrow and is 10% of the total amount a user needs to pay. If the buyer does not complete the deal (if the buyer does not pay the price in point 4) then this deposit will go to the seller. Otherwise it will be returned to the Buyer (in case of cancellation by the seller).
- 2) Payment of the Harbor Fee by the Seller;
- 3) The Seller transfers the relevant NFT('s) from his Wallet to NFT HARBOR's Escrow Service Wallet;
- 4) The Buyer pays the Price, which will be split in (i) the Maker Fee (if applicable) paid forward to the Maker and (ii) the balance, paid forward to the Seller;

When the full Price has been paid by the Buyer, the NFT('s) from the Seller are automatically further transferred from NFT HARBOR's Escrow Service Wallet to the Wallet of the Buyer.

iii. FIAT: In case of a Trade with payment in ordinary FIAT money, the Transaction Steps to be completed are the following:

- 1) (Only the first time of a Trade involving payment in FIAT money:) The Seller needs to identify him- or herself by correctly filling in and filing the legally required "Know Your Customer" ("KYC") form as provided for by our Payment Service Provider;
- 2) Once the KYC information is approved and thus the Seller is authorized to receive FIAT payments, the Seller transfers the relevant NFT('s) from his Wallet to NFT HARBOR's Escrow Service Wallet;
- 3) The Buyer pays the Price, which will automatically be split in (i) the Harbour Fee, paid forward to NFT HOLDING, (ii) the Maker Fee (if applicable) paid forward to the Maker and (iii) the Net Price, paid forward to the Seller;

When the full Price has been paid by the Buyer, the NFT('s) from the Seller are automatically further transferred from NFT HARBOR's Escrow Service Wallet to the Wallet of the Buyer.

When all of the Transaction Steps of the relevant Transaction Method indicated above are completed, the Transaction Agreement has been executed in full.

CHAPTER IV: OTHER LEGAL TERMS

4.1 Agreement: These Terms form a legally binding agreement between the User and NFT HOLDING. We might from time to time alter the present Terms. The altered Terms take effect from the moment they are published on the Website. All Users will immediately be notified by e-mail of such publication (and thus coming into force) of a new version of the Terms. The most recent version of these Terms is available at all times via <https://nftharbor.io/NFTHarbor/terms.pdf> . By simply accessing or making use of NFT HARBOR, the User acknowledges to have read and to agree with – the latest version of – these Terms. **In case of non-acceptance of – the latest version of – these Terms (or any part thereof), the User is not allowed to (further) access or make (further) use of NFT HARBOR in any way**, and is requested – if applicable – to immediately stop registering for or creating an Account, or (when the Account is already created) send us an immediate request for deletion of the Account (see article 2.6 of the present Terms). For legal certainty purposes, but without prejudice to the foregoing, we might from time to time ask for your explicit confirmation of consent with – the latest version of – these Terms (e.g. when creating your Account).

4.2 Availability of NFT HARBOR: Without prejudice to all other provisions regarding the availability and accessibility of NFT HARBOR under the present Terms, we will always try to the best of our abilities – but cannot guarantee – to keep NFT HARBOR available to our Users to the maximum. However, we are authorised, at all times and without necessity for prior notice, to make procedural, technical, commercial and any and all other changes and/or improvements to NFT HARBOR, which might have a temporary or permanent impact on the availability and accessibility of (certain parts of) NFT HARBOR. We cannot be held liable in any way for any damage suffered by a User due to the temporary or permanent unavailability or inaccessibility of (certain parts of) NFT HARBOR.

4.3 Specific access restrictions: Although it is our goal to enable worldwide access to NFT HARBOR, we cannot guarantee that NFT HARBOR is (fully) available to Users in every country or region of the world (for example due to territorial restrictions on the use of certain third party software applications integrated in NFT HARBOR). While accessing and using NFT HARBOR, each User is solely and fully responsible to comply with all relevant national and supra-national legislation, as well as all governmental and judicial orders to which the User is subjected. We are always entitled to, whether or not at our own initiative, to restrict access to or the use of (certain aspects of) NFT HARBOR to certain Users because of national or supra-national legislation and/or governmental and judicial orders to which we, our third-party providers or the Users concerned are subjected.

4.4. Various other restrictions: As a User of NFT HARBOR, you understand and accept that it is strictly forbidden to:

- sell stocks or securities on NFT HARBOR. The U.S. Securities and Exchange Commission regulates the sale of stocks and other security interests and, as such, they may not be sold via NFT HARBOR. As a User of NFT HARBOR you acknowledge and accept that any NFT you present for a swap and/or a trade on NFT HARBOR, shall not be described, in any manner, as a form of investment, security, or otherwise suggest to the (potential) Buyer that the NFT will be profitable, increase in value or be an excellent value in the future;
- infringe any law through or as a result of accessing or using NFT HARBOR;

- make statements or take any other action which has a negative effect on our and NFT HARBOR's reputation or good name;
- collect and/or use personal data and/or other Account Data from other Users, for any purpose whatsoever;
- use metatags without our prior written consent;
- frame any part of NFT HARBOR without our prior written consent;
- engage in data mining or screen scraping, or use robots or similar data gathering tools on NFT HARBOR;
- use any robots to query NFTHarbor
- place viruses, worms or other harmful code on or spread them via NFT HARBOR;
- change, alter or hack NFT HARBOR (or any part thereof);
- change, alter or hack websites or applications of third parties and making it look as if those websites, applications or third parties are associated with us or NFT HARBOR;
- sell or otherwise exploit access to or use of (a part of) NFT HARBOR towards third parties;

As a User of NFT HARBOR you are required to comply with these Terms and all applicable laws. In case of non-compliance, we reserve the right to take action consistent with applicable laws and these Terms (see article 2.7. above).

It is permitted to create a hyperlink from your own website to the homepage of the Website of NFT HARBOR, provided that you do this in a lawful manner and do not damage our or NFT HARBOR's reputation, or abuse or attempt to derive benefit from our or NFT HARBOR's reputation.

4.5. Information and content on NFT HARBOR: All texts, photos, videos, drawings, databases (both structure and content), software, trade names, domain names, brands, logos, designs and other possible information and content of, or appearing on, NFT HARBOR might be protected by intellectual property rights belonging to us or to third parties. Without prior written consent from us or the third party proprietors of the protected information or content, it is strictly forbidden to use, download, upload, save, copy, duplicate, reproduce, change, make public, print, distribute, sell, license, transmit, disseminate, perform, display, post, broadcast, create new works from or derivative works based on, reformat, rearrange, modify or in any way transfer information and content provided via NFT HARBOR, incorporate any of the foregoing in any other database or compilation, including any online or offline publication, or in any other manner or otherwise exploit the Website or the Applications, or grant any rights thereto to third parties, in a manner which violates said intellectual property rights. Subject to the conditions of the present Terms, we hereby grant each User a limited, personal, revocable, non-exclusive, non-transferable right to use NFT HARBOR and to view the information and content that appears on NFT HARBOR in the manner and in the format it is made available via our Website and Applications.

4.6. "Notice and action" procedure for illegal content or (potential or actual) infringements: If you have a complaint regarding certain content on NFT HARBOR that you deem illegal, unauthorized or in violation of these Terms, the User is requested to immediately report this to the NFT HARBOR Support Service via support@nftlookup.io.

For your complaint to be admissible, it must contain at least the following information:

- A clear specification of the content, available through NFT HARBOR, which you consider to be illegal, unauthorized or in violation of these Terms;
- A clear indication of the exact electronic location of that information, such as the exact URL or URLs;
- A sufficiently substantiated explanation of the reasons why you think the information in question to be illegal content;

- Adequate information enabling NFT HARBOR to contact you such as e-mail address, telephone number, etc. except in the case of information considered to involve one or more of the following offences: sexual abuse offences, offences of sexual exploitation, offences concerning child pornography, and approaching children for sexual purposes;
- In case of an alleged infringement of (yours or someone else's) intellectual property rights:
 - (i) adequate information on the rights holder (such as e-mail address, telephone number);
 - (ii) a statement that you reasonably believe that the reported use of the content is not authorized by the intellectual property rights owner (being yourself or a third party) and/or pursuant to any law; and
 - (iii) (if applicable) a statement that you are entitled to act on behalf of the owner of the allegedly infringed rights;
- A statement that you believe the information you provide is accurate and complete.

We will attempt to handle any complaint with due care. Upon receipt of a complaint, we will send a confirmation of receipt without undue delay. We will also notify you without undue delay of our decision regarding the information to which the notice relates, providing information on the possibilities for redress in respect of that decision.

4.7. Links to third party websites and applications: NFT HARBOR may contain hyperlinks to third party websites or applications, or refer to third party websites or applications. We have no control over the content or other characteristics of those websites or applications and cannot be held liable for the content or characteristics of those websites or applications. When we add to NFT HARBOR a hyperlink to another website or application of a third party, this does not mean that we agree with the content of that website or application.

4.8. Obligation of means: Unless explicitly stated otherwise in these Terms, any commitment by NFT HOLDING under these Terms, qualifies as an obligation of means.

4.9. Liability: NFT HARBOR, including all information and material provided through NFT HARBOR, is provided “as is”, without any (express or implied) warranty and thus *inter alia* without guarantee of completeness, correctness, actuality or availability. Use of NFT HARBOR is entirely at your own risk. NFT HOLDING cannot be held liable under any circumstances for information and material added to NFT HARBOR by Users or third parties. Insofar as permitted by mandatory law, we cannot be held liable for any damage whatsoever suffered by you or a third party, including but not limited to material, non-material, physical or moral damage (even if we have been informed of the likelihood of such damage), resulting from:

- interference, disruption or defects in the electronic provision of services through NFT HARBOR;
- the completeness, correctness, actuality and availability of NFT HARBOR, including of the information and content made available via NFT HARBOR;
- the loss of Account Data;
- the impossibility to access or use (certain parts of) NFT HARBOR at any given moment in time;
- viruses or other potentially harmful code which, despite all our precautions, appear on NFT HARBOR;
- fraudulent falsification of data by third parties as a result of unauthorised access to NFT HARBOR;
- the use of third party services offered via NFT HARBOR;
- information or material added to or spread via NFT HARBOR by Users or third parties;
- unauthorised access to or editing of a User’s transmission or User data;
- in general, unlawful use of NFT HARBOR by any User or third party.

Without prejudice to the provisions of the present Terms excluding our liability in different circumstances, in case we *would be* held liable for any damage caused to a User, we are only liable for the compensation of direct damages suffered as a result of a material shortcoming or wrongful act that can be attributed to us. Direct damages only include material damage to goods, reasonable costs incurred to prevent or limit direct damage, as well as reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair. For the sake of clarity, the present limitation of liability does not exclude our liability for gross negligence or wilful misconduct.

4.10. Nullity: If any provision of these Terms is (wholly or partly) void or invalid, the User and NFT HOLDING remain bound by the remaining provisions of these Terms. The void and/or invalid provision will then be replaced by a valid provision with legal consequences in line with the invalid provision as much as possible.

4.11. Non-exercise or non-enforcement of rights: Non-exercise or non-enforcement of any right or provision of these Terms by NFT HOLDING shall never constitute a waiver by NFT HOLDING of such right or provision.

4.12. Termination: Each User can terminate the Agreement at any moment in time by sending us a request to delete his/her Account. Notwithstanding the foregoing, even after termination of the Agreement by deletion of the Account, the User remains fully liable towards NFT HOLDING for any and all non-compliance with these Terms before termination of the Agreement (including but not limited to the possible repercussions attached to such non-compliance as adopted in these Terms). NFT HOLDING itself is entitled to terminate the Agreement, without obligation to pay any kind of compensation to the User:

- By deleting the User's Account:
 - (1) because of any violation by the User of the present Terms, as well as any behaviour of the User concerned that might compromise NFT HARBOR's security or integrity, as well as the security or integrity of its Users, and this immediately and without any formal requirement (e.g. notice of default, explicit motivation, etc.);
 - (2) in the event of an insolvency procedure (including but not limited to bankruptcy procedures) opened with regard to the User (irrespective of the initiator of such proceedings), and this immediately and without any formal requirements (e.g. notice of default, explicit motivation, etc.);
 - (3) because of (and according to) any legal requirements forcing us to delete the concerned Account and/or ban the concerned User from NFT HARBOR;
 - (4) in case we are of the opinion that it is no longer in our business interest to provide services to the User concerned, and this by solely having to respect a notification period of 1 month, starting on the 1st day of the month following the date of notification (notification by e-mail to the e-mail address linked to the User's Account).
- When permanently terminating any and all services provided through NFT HARBOR, and this by solely having to respect a notification period of 1 month, starting on the 1st day of the month following the date of notification (notification by e-mail to the e-mail addresses linked to the Users' Accounts).

4.13. Applicable law and competent court: The present Terms are governed by the laws of Belgium. Any dispute that arises between a User and NFT HOLDING will be submitted to the competent Dutch speaking court in Brussels.

4.14. Contact details: For any and all requests, you as a User can contact the NFT HOLDING Support Service via support@nftlookup.io. You may also choose to contact us by post. NFT HOLDING's full coordinates:

NFT HOLDING B.V.
Address: Groeneweg 17 | 9320 - Aalst | Belgium
E. support@nftlookup.io
W. www.nftharbor.io
VAT number: BE0786.434.824
Enterprise number: 0786.434.824

In accordance with the Digital Services Act requirements, NFT HOLDING designates the following as the contact point for communication by the European Commission, the European Board for Digital Services, Digital Services Coordinators, and other authorities:

NFT HOLDING Support Service: contactable via support@nftlookup.io;
Language for communication: Dutch or English.

Version n° 5, March 16th, 2025