

TERMS OF SERVICE

Last updated: 18th November 2022



PLEASE READ CAREFULLY THIS TERMS OF SERVICE AS IT AFFECTS YOUR OBLIGATIONS AND LEGAL RIGHTS. Your rights and obligations when you use the Website (stampsdaq.com) are also defined (may be defined) by the following documents (agreements): Privacy Policy; Disclaimer; any other terms we let you know about.

1. DEFINITIONS

The **Website** shall mean the website maintained at stampsdaq.com and/or all the subdomains of the website stampsdaq.com.

The **Information system** or the **Marketplace** – is a complex information system with relevant functional assignment, which gives Users an opportunity: to upload content and its description via the Website user interface, to initiate a creation of non-fungible tokens (hereinafter the **NFTs**), to place the information notices (offers) in order to sale NFTs and/or to purchase NFTs of other Users and/or NFTs posted by the Website Owner.

The information system can be supplemented with new features and functions. In this case, the relevant functionality of the Information system together with the terms of use of such functionality will be described in the annexes to this Agreement.

The **Owner** (the **Website Owner**) or “**we**” (“**us**” or “**our**”) means a legal person (entity) – **STAMPSDAQ ESTONIA OÜ** (Harju maakond, Tallinn, Kristiine linnaosa, Keemia tn 4, 10), which owns the exclusive rights for the objects of intellectual property – the Website and/or built in content (except of users created content).

The **Administration** – the person (persons) authorised by the Owner to implement management of the Website and/or the Information system.

The **Moderator** – the person (persons) authorised by the Administration to edit the information in the Information system in order to control Users compliance with our rules and policies.

The **Website visitor** (the **Visitor**) – any person, who visited, took a look at least at one page of the Website. The Visitor can browse information on the Website which is intended for acquaintance with the Information system in order to preview.

The **User** means a person (individual) who visit and/or use the Website, or otherwise has an access to the functionality of the Website and/or the Information system.

Account – record which contains data that User reports about himself when registering via the Website. It contains data needed for the User authorisation when using the Information system.

Registration – the procedure of creating an account.

Personal Profile – protected part of the Information system, in which the User may receive various system data, background information, manage services, etc.

The **Content** – user's photos, pictures and other content uploaded by the users in order to post such content through the Website and/or to initiate a creation of the NFT. By uploading the Content to the Website, the User grants the Owner and the Administration a limited license to dispose and use the Content.

2. SUBJECT OF AGREEMENT

2.1. This Agreement (hereinafter the **Agreement** or the **Terms of Service**) is concluded between **STAMPSDAQ ESTONIA OÜ**, the company which provides access to the Website, and a person who properly registered via the Website and/or uses the Information system.

2.2. ACCORDING TO THIS AGREEMENT STAMPSDAQ ESTONIA OÜ PROVIDES USERS WITH THE RIGHT TO USE THE INFORMATION SYSTEM IN ORDER TO UPLOAD THE CONTENT AND ITS DESCRIPTION VIA THE WEBSITE USER INTERFACE, TO INITIATE A CREATION OF THE NFTs, TO PLACE USER'S NOTICES (OFFERS) IN ORDER TO SALE NFTs AND/OR TO PURCHASE NFTs OF OTHER USERS AND/OR NFTs POSTED BY THE WEBSITE OWNER.

3. TERMS OF USE OF THE INFORMATION SYSTEM

3.1. For using the resources, the services and the functions of the Information system the User should express his (her) agreement with this Terms of Service. **THE USER HAS NO RIGHT TO USE THE INFORMATION SYSTEM IF HE (SHE) DOESN'T ACCEPT THE TERMS OF THIS AGREEMENT.**

3.2. The Visitor has no right to use the Information system and can not accept the terms of the Agreement if he (she) is not under established legislation age for concluding such agreements; or did not comply with other conditions for concluding such agreements provided for by law.

3.3. By using the Website and/or the Information system each User covenants, represents, and warrants that (under the legislation of Estonia (hereinafter the **Applicable law**) and law of the country of User's residence): 1) he (she) is of an age of majority to enter into this Agreement (at least 18 years of age), meets all other eligibility and residency requirements, and is fully able and legally competent to use the Website; 2) he (she) has the full capacity to contract, under the Applicable law and law of the country of User's residence, with the Website Owner and in doing so will not violate any other agreement to which he (she) is a party; 3) he (she) will not be using the Website for any illegal activity, including but not limited to money laundering and/or financing of terrorism; 4) he (she) is not a citizen or resident (fiscal resident or other resident) of the jurisdictions, that prohibit taking part in cryptoprojects and/or prohibit carrying out transactions with virtual assets, including cryptocurrencies.

3.4. **IF YOU CANNOT COMPLY WITH THE REQUIREMENTS (OBLIGATIONS) OF THE PARAGRAPH 3.3. OF THIS AGREEMENT YOU SHALL NOT USE THE**

WEBSITE AND/OR THE INFORMATION SYSTEM. You also agree to use the Website only for lawful purposes. You are prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state or international law. You agree not to harass, advocate harassment, or to engage in any conduct that is abusive to any person or entity.

3.5. According to the terms of our PRIVACY POLICY (Annex №1) the Users are required to enter and confirm their personal data when registering via the Website.

3.6. The User has to fill all the data specified in our PRIVACY POLICY (Annex №1).

3.7. The User is obliged to make changes at every amendment of registered data.

3.8. The lack of data as listed in paragraphs 3.5 – 3.6. leads to impossibility to access to our services and/or the Information system for Users which registered with incomplete or false personal data.

3.9. The User at the time of registration expresses his (her) consent:

3.9.1. To place information on his (her) personal data in the Information system in the amount provided for in this Agreement and/or in the PRIVACY POLICY.

3.9.2. To process User's personal data according to the purposes specified in this Agreement and/or in the PRIVACY POLICY.

3.9.3. To use and distribute User's personal data, in accordance with the terms of this Agreement and/or the PRIVACY POLICY. Also the User at the time of registration expresses the consent to access of the third parties to his (her) personal data in the manner provided for in this Agreement and/or the PRIVACY POLICY (Annex №1).

3.10. The Administration has the right to suspend User's access to account and services of the Information system in case of violation of this Agreement.

3.11. Removal of an account is conducted in the following order:

3.11.1. Users' accounts are removed by the Administration based on a letter, sended to the e-mail of the Administration.

3.12. One User can own just one account. The User identification is carried out on registration data in the Information system.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Only registered Users of the Website could use interactive resources of the Information system.

4.2. The User has the right to use resources of the Information system in such ways which are not contradicting the basis of its activities.

4.3. Copyrights for materials of the Website and/or the Information system, resources, services, unless otherwise specified, are belonged to the Website owner.

4.4. Copying of materials of the Website and/or the Information system without written consent of the Website owner is forbidden.

4.5. Partly quoting of materials of the Website is permitted on an irregular basis with obligatory reference to the source of quotation (no more than 10% from the overall amount of materials).

4.6. All the names, titles, trademarks, symbols and slogans registered in accordance with established procedure are the property of their legitimate owners. In materials of the Website are not used symbols ® and/or ™ to designate it.

4.7. By uploading the Content to the Website and/or via the Information system, the User grants the Administration a limited license to dispose and use the Content.

4.7.1. By uploading the Content User guarantees that he (she) owns a necessary amount of intellectual property rights to upload and share such content and/or to issue and/or to sell NFTs connected to such a content.

4.7.2. The User is solely responsible for any possible violation of intellectual property rights of third parties.

4.8. WHEN THE USER PURCHASES NFT OF OTHER USERS, SUCH THE USER OWNS THE PURCHASED NFT BUT DOES NOT OWN ANY INTELLECTUAL PROPERTY RIGHTS REGARDING THE CONTENT (CONNECTED TO THE PURCHASED NFT) EXCEPT FOR THE POSSIBLE LICENSE SPECIALLY AND SEPARATELY GRANTED BY THE USER, WHO SOLD SUCH NFT. THE ADMINISTRATION AND/OR THE WEBSITE OWNER ARE NOT A PARTY OF SUCH RELATIONS BETWEEN THE USERS.

4.9. SOME OF NFTs POSTED VIA THE INFORMATION SYSTEM COULD BE ISSUED DIRECTLY BY THE WEBSITE OWNER. WHEN THE USER PURCHASES NFT ISSUED DIRECTLY BY THE WEBSITE OWNER, SUCH THE USER OWNS THE PURCHASED NFT BUT DOES NOT OWN ANY INTELLECTUAL PROPERTY RIGHTS REGARDING THE CONTENT (CONNECTED TO THE PURCHASED NFT). IN THIS CASE INTELLECTUAL PROPERTY RIGHTS REGARDING THE CONTENT (CONNECTED TO THE PURCHASED NFT) BELONGS TO THE WEBSITE OWNER AND/OR PERSON, WHO ISSUED A LICENSE TO THE WEBSITE OWNER IN ORDER TO POST AND TO SELL THE CORRESPONDING NFT.

5. THE RULES FOR WRITING REVIEWS AND COMMENTS

5.1. The Users could have an option to comment the Content and/or NFTs of other Users. Due to this option the User has an opportunity to express his (her) own opinion on the Content uploaded by other Users. The User should adhere to the established rules and restrictions when writing reviews and/or comments.

5.2. Ignorance of the rules, including restrictions on publication of information and usage of resources of the Information system, does not exempt from the observance, and in case of its violation, liability arises in accordance with this Agreement and/or the legislation of Estonia.

5.3. Users are prohibited from:

5.3.1. Abusive behavior in relation to other Users and/or representatives of the Administration.

5.3.2. Usage of the review (comment) form not for the intended purpose (for example - posting personal data of other Users and/or third parties).

5.3.3. Publication of obscene utterance.

5.3.4. Publication of messages in order to provoke a sharp reaction of other Users.

5.3.5. Publication of unauthorized advertising, commercial messages or announcements.

5.3.6. Publication of materials which contain grounds of discrimination the national, ethnic, racial or religious affiliation, and also the text which is vulgar, obscene, pornographic or inciting to racism, xenophobia and also inciting to conflicts between peoples.

5.3.7. Unauthorized publication of materials which copyrights are owned by third parties.

5.3.8. Promotion of computer and audio-video piracy in any ways, publication of links to files and or the websites directly violating or facilitating the copyright violation of the third parties (torrent-trackers, file-sharing services, websites with unauthorized files).

5.3.9. Creating accounts, which usernames imitate duty names (the Administrator, the Moderator, etc.), or any similar name of already registered User.

5.3.10. Usage of a capital letter in text messages, punctuation marks and special symbols, except in cases regulated by the rules of the language usage.

5.3.11. Publication of calls for forcible change or overthrow of the constitutional order, for seizure of State power; for shifting State borders of Estonia and/or other countries; for destruction of property, seizure buildings and constructions; for aggression or unleashing a military conflict; other actions and publications of any messages forbidden by legislation of Estonia.

5.4. It is discouraged to publish messages (reviews), which have no informational assignment and not relevant to resource subject.

5.5. The Administration has the right to remove and/or modify the review (comment) of any User.

6. ROLE OF THE ADMINISTRATION

6.1. The Website owner and/or the Administration are not responsible for actions of the Users and/or the nature of the Content.

6.2. The Administration reserves the right to remove information which has the negative impact on the image of the Information system and/or the Administration.

6.3. The Administration can block accounts of Users in the following cases:

6.3.1. Systematic violation of the rules of this Agreement.

6.3.2. Actions considered by the Administration as a deception, fraud and misrepresentation of Users and/or the Administration.

6.3.3. Sharing of a spam and other unwanted information to other Users.

6.3.4. Violation of third parties` rights and/or uploading any illegal content.

6.4. Account restoration only possible in case of notification the Administration and acceptance appropriate decision by the Administration.

6.5. The Administration reserve the right to block account of the User which actions insult the members of the Administration and/or can harm or tarnished the good name of the Website owner.

7. PAYMENT AND PAYMENT METHODS

7.1. The Administration has the right to impose a fee for the right of use of the Information system and/or related services and change it in any time by informing our Users via the Website user interface.

7.2. The Information system allows you to make transactions regarding NFTs. You acknowledge and agree that all information you provide with regards to a purchase of NFTs and/or payment for our services, including, without limitation, credit card details and/or other payment information may accept through a third-party platforms and/or payment processing systems. You represent and warrant that you have the legal right to use the payment method you provide to a third-party platform and/or system that fulfills relevant payments. When you purchase NFTs and/or our make payment for our services, you agree to pay the actual price for such NFTs and/or services and any charges necessary to the fulfillment of the transaction, including any required gas fees and all applicable taxes.

7.3. The administration does not accept payment for Users` NFTs and does not make payments for Users` NFTs directly. Users transact and settle transaction issues using third party payment processing systems and/or services such as “MetaMask”. All payments and transactions using credit/debit bank cards will be reflected in the checks/invoices as being made in favor of Stampsdaq Estonia OÜ.

7.4. All transactions of purchase and sale of NFTs are carried out with the use of third-party services with their own terms of service, that should be taken into account by the Users. Transactions are possible through the Website with a credit card through the relevant widgets, which are also a third party solution, we are not responsible for.

7.5. Due to the nature of a payments regarding the NFTs there is no refunds of such a payments. The User should take this into account when making any transactions via any third party solutions available on the Website. Any possible fees and/or payments paid to the Administration for the relevant services are also non-refundable. The fact of functioning of the Information system confirms the proper fulfilment of the Administration duties and the proper provision of related services.

7.6. Security policy for transferring payment card details. When you paying for any services with a bank card, payment processing (including entering the card number) occurs on a secure page of the processing system. This means that your confidential data (card details, registration data, etc.) is not transferred to us. Such data processing is completely protected and no one can receive specified cardholder data. When working with payment card data, the information security standard (Payment Card Industry Data Security Standard (PCI DSS) developed by the international payment systems Visa and Master Card is applied.

PCI DSS ensures secure processing of payment card details and cardholder data. PCI DSS includes implementation of Secure Sockets Layer (SSL) protocols and other security methods.

8. PERSONAL DATA PROCESSING

8.1. Our PRIVACY POLICY is described in Annex №1 of this Agreement and is an integral part of it. The User gives his (her) consent to accept this Agreement and its Annex and agree how the Administration deals with the order of collecting, storage and processing the personal data.

9. LIABILITY OF THE PARTIES AND ITS LIMITATION

9.1. For violation or improper performance of their obligations under this Agreement the Parties are held liable in accordance with the legislation of Estonia.

9.2. When uploading the Content and/or using the Website the User is liable for compliance with existing legislation of Estonia.

9.3. The Administration is not liable for consumer properties and quality of the Content.

9.4. The Administration is not liable for the validity of information published by Users via the Information system and/or for legality of its publication.

9.5. The Administration is not liable for breaks in the provision of services, caused by technical disruptions in work of equipment and software. However, the Administration undertakes to take all reasonable measures to prevent such disruptions.

9.6. The Administration is not liable for any direct or indirect damages incurred by Users or by the third parties and also for loss of profit as a result of using the Website and/or the Information system.

9.7. The User agrees that he is solely responsible (and that the Administration is not held liable to the User or any third parties) for any violation of User`s obligations under this Agreement and for all the consequences of such violations including any loss or damage that the Administration may incur.

9.8. THE USER EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THE USER IS PURCHASING AND/OR SELLING THE NFTS AT THE USER`S SOLE RISK AND RESPONSIBILITY. THE NFTS MAY HAVE NO VALUE, THE USER MAY LOSE ALL AMOUNTS PAID FOR NFTS. ANY AND ALL PURCHASES OF THE NFTS ARE FINAL AND NON-REFUNDABLE. BY PURCHASING THE NFTS, THE USER ACKNOWLEDGES THAT NEITHER WEBSITE OWNER NOR ANY OTHER OF ITS AFFILIATES ARE REQUIRED TO PROVIDE ANY REFUND FOR ANY REASON.

10. THE DATE OF ENTRY INTO FORCE AGREEMENT AND AMENDMENTS

10.1. The moment of entering into this Agreement is the moment when the User presses the Register button («Sign in», «Enter» or another button with the appropriate assignment) via

the Website user interface. Hereby, Users confirm their agreement with all the terms of this Agreement.

10.1.1. In any case, by filling out the registration form via the Website, the User accepts the terms of this Agreement.

10.2. The Administration has the right to unilaterally and at any time amend this Agreement by placing its new version on the Website.

10.3. The User in turn undertakes to read at least once a week the current version of this Agreement posted via the Website, including information on making changes to this Agreement. Unless otherwise explicitly stated by the Administration, the new version of the Agreement and its Annexes shall come into effect at the time of posting it via the Website.

10.4. In case of disagreement with the new version of the Agreement, the User must immediately stop using the Website and the Information system.

11. TERMINATION OF AGREEMENT

11.1. At any time the User can terminate the Agreement with the Administration using the appropriate data removal procedure and stop using the Website and the Information system.

11.2. The termination of the Agreement on the part of the Administration may occur in the following cases:

11.2.1. Violations of the provisions of this Agreement, harming the Website owner and/or other Users.

11.2.2. Commission of acts that contradict this Agreement.

11.2.3. Blocking of the User's account for reasons specified in paragraph 6.3 of this Agreement.

11.3. The resumption of relations may occur upon the decision of the Administration, after elimination of the causes for termination of the Agreement.

12. LEGISLATION AND PROCEDURE FOR RESOLUTION OF DISPUTES

12.1. The activity of the Administration is conducted in accordance with the legislation of Estonia. All of the disputes related to this Agreement are resolved through negotiations if the dispute can not be resolved in the specified way then it is the subject to further consideration in courts of Estonia.

12.2. Judicially recognition of the invalidity of certain provisions of this Agreement does not entail invalidity of the Agreement as a whole.

13. ANNEXES

13.1. This Agreement contains the following annexes which are its integral part (and also are an independent legal documents):

ANNEX №1 – PRIVACY POLICY. Using the Website, you are required to acquaint and accept all the terms of our **PRIVACY POLICY**. The last version of our **PRIVACY POLICY** is available on the Website.

14. CONTACT US

14.1. If you have any questions regarding this Agreement, please contact us at the contact information indicated below:

STAMPSDAQ ESTONIA OÜ

Harju maakond, Tallinn, Kristiine linnaosa, Keemia tn 4, 10

contact@stampsdaq.com