



Terms and conditions for the use of the NFT Platform

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1. Introduction

- 1.1 These terms and conditions (hereinafter the “**Terms**”) govern your use of the NFT platform (hereinafter the “**NFT Platform**” or the “**Platform**”), to purchase and display non-fungible tokens (hereinafter the “**NFT(s)**”). In these Terms, NFT refers only to NFTs sold by the Operator (as defined below) on the primary market through the NFT Platform, unless otherwise stated herein.
- 1.2 The NFT Platform is operated under nft.swisstennis.ch by Sygnum Bank AG (hereinafter the “**Operator**”).
- 1.3 These Terms, in conjunction with any document or other terms (hereinafter the “**Additional Documents**”) accepted by you in the context of the NFT Platform constitute a legally binding agreement between you and the Operator, which governs your access, use, content and functionality of the NFT Platform. By accessing and using the NFT Platform, you are deemed to have read, accepted, executed and agreed to be bound by these Terms and the Additional Documents.

2. Eligible users

- 2.1 By accepting these Terms and the Additional Documents, you represent and warrant that (i) you are at least 18 years old and have the full right, power, authority and capacity to agree into these Terms, (ii) you are not located in, or a national and resident of any of the countries, states and/or jurisdictions listed [here], and (iii) you will not use the Platform if any applicable law in your country or residence prohibits such use.

- 2.2 Buyer is not listed, or associated with any person or entity listed, on any of the US Department of Commerce’s Denied Persons or Entity List, the US Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, the US Department of State’s Debarred Parties List, the EU Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions, or the Swiss SECO’s Overall List of Sanctioned Individuals, Entities and Organizations, and neither you nor any of your affiliates, officers or directors are a resident of a country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on money laundering.

3. Know Your Customer

- 3.1 The Operator may conduct KYC (Know Your Customer) and other checks as appropriate to authenticate your user information and complete the purchase process and may use third party providers. This may involve the requirement to provide identity documents or information such as your name, surname, date of birth, place of birth, nationality, address, email and phone number. You acknowledge and agree to provide correct and complete information. The Operator reserves the right to limit or cease your Platform use in case of suspicious use and/or incorrect information provided.

4. Use of the NFT Platform

- 4.1 The NFT Platform shall serve as a platform for primary market transactions, namely the first transaction of the NFT through sale

- from Operator to you through the NFT Platform (hereinafter the “**Service(s)**”). NFTs may be issued by the Operator itself, a creator, artist or any other third party (hereinafter the “**Issuer**”).
- 4.2 In order to use all functionalities of the NFT Platform, you are required to create an account, for which certain personal information must be shared and processed. In case of respective changes to such personal information, you are required to correct this information without undue delay on the NFT Platform.
 - 4.3 The Platform uses dedicated smart contracts (hereinafter the “**Smart Contract(s)**”) enabling users to purchase an NFT issued, registered and transferable on a blockchain or another digital, distributed and cryptography-based ledger (also referred to as distributed ledger technology; hereinafter the “**DLT**”).
 - 4.4 You may be required to provide additional information and documents in certain circumstances, such as at the request of any government or regulatory authority or for the purpose of an investigation of a potential violation of these Terms or the Additional Documents. In such cases, the Operator in its sole discretion, may block your account respectively your ability to access the NFT Platform until such additional information and documents are provided to the Operator. If you do not provide complete and accurate information in response to such a request, the Operator may refuse to restore your access to the NFT Platform. In addition the Operator reserves the right in its sole discretion, to refuse the use of or to withdraw the right to use the NFT Platform based on legal or regulatory changes and developments.
 - 4.5 Your access and use of the NFT Platform may be interrupted for various reasons, including, without limitation, cyber-attacks, any virus or other prohibited or illicit action against the NFT Platform, periodic updating, maintenance, or other operational or technical difficulties that may cause interruptions to or delays on the Platform and actions that the Operator, in its sole discretion, may elect to take as it deems necessary. For risks associated with Digital Assets, user shall read the following Risk Disclaimer, cf. appendix A.
 - 4.6 Transactions that take place on the Platform are executed and recorded on a DLT. You understand that your public wallet address is made publicly visible whenever you engage in a transaction on the Platform.
 - 4.7 The Operator neither owns nor controls the distributed ledger network, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Platform. The Operator will not be liable for acts or omissions of any such third parties, nor will the Operator be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.
 - 4.8 Transactions on the Platform may be facilitated by using a digital wallet, i.e. a solution for receiving, storing, transferring, exchanging or spending crypto-currencies and/or NFTs. Any such transactions are governed by the respective provider’s terms and conditions. The Operator does not control nor shall the Operator be held liable for any losses, damages, or claims arising out of or in connection with the use of such digital wallets.
 - 4.9 It is your responsibility to ensure (i) the compatibility of the digital wallet with the NFT Platform before purchasing an NFT and (ii) that the digital wallet is operated and stored in appropriate security conditions. Failure to do so may result in the loss or theft of NFTs. Any action made as a result of your digital wallet being compromised your sole responsibility.
5. **Ownership of the content on the NFT Platform**
 - 5.1 The content available on the NFT Platform, including the NFT Platform logo, trademark,

the product names, slogans, copyrights and all designs, texts, graphics, pictures, information, data, software, sound files and/or other files that may appear on the NFT Platform are the proprietary property of the NFT Platform, the Operator, its affiliates, the Issuer, the respective user, and/or any third party provider, as applicable, and may not be copied, imitated or used, in whole or in part, without a written permission obtained in advance by the respective owner of the proprietary property rights.

6. Ownership of an NFT

- 6.1 When you make a purchase on nft.swisstennis.ch, you have a right to mint the respective NFT for a duration of 30 days after the end of the sale duration declared on the website. For this, you must install a wallet and connect it with the website and click 'mint'. If you do not mint your NFT within 30 days after the end of the sale duration, your right to mint the NFT expires. If you do make use of your right, your NFT is minted by using Smart Contracts. Any minted NFT purchased on the Platform is issued and registered on a distributed ledger for an indefinite period of time, providing the purchaser of such NFT with a permanent record of authenticity and ownership.
- 6.2 When you mint an NFT, you own all personal property rights in such NFT (e.g., the right to freely sell, transfer or otherwise dispose of that NFT). Such personal property rights do not include ownership of the intellectual property rights in the identification image of the NFT ("Visual"), unless explicitly otherwise agreed upon.
- 6.3 You and any subsequent NFT holder is only granted a limited worldwide, non-exclusive, non-transferable, royalty free license to use, copy or display the Visual, solely (i) for own personal, non-commercial use; and (ii) for attempts to sell, selling or otherwise disposing of the NFT consistent with the ownership of it.

6.4 Unless explicitly agreed otherwise in writing with the Operator and/or the Issuer, you and any subsequent NFT holder may not make commercial use of the Visual including, for example, selling copies to the work, selling access to the Visual, selling derivative artworks embodying the Visual, or otherwise commercially exploiting the Visual.

6.5 You agree and acknowledge that it may not, nor permit any third party, to do or attempt to do any of the foregoing: (i) modify, distort, mutilate, or perform any other modification to the Visual which would be prejudicial to the Operator's and/or Issuer's honour or reputation; (ii) use the Visual to advertise, market, or sell any third party product or service; (iii) use the Visual in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) incorporate the Visual in movies, videos, video games, or any other forms of media for a commercial purpose and unless explicitly agreed in writing with Operator and/or Issuer or solely for your personal, non-commercial use; (v) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Visual; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Visual; (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the same Visual, whether on or off the NFT Platform; (viii) falsify, misrepresent, or conceal the authorship of the Visual; or (ix) otherwise utilize the Visual for the collector's or any third party's commercial benefit.

6.6 You agree and acknowledge that the lawful ownership, possession, and title to the NFT is necessary and sufficient condition

precedent to being entitled to receiving non-monetary-benefits and/or to execute NFT rights and to limited or full license rights. Any subsequent transfer, dispossession, burning, or another relinquishment of a NFT will immediately terminate the NFT holder's rights and interest in the license or the NFT.

7. Secondary market transactions

- 7.1 You cannot resell NFTs on the NFT Platform. NFTs may be resold by offering them for sale on a third party marketplace, subject to applicable limitations for the respective NFT.
- 7.2 The Operator is not involved in secondary market transactions on third party marketplaces and cannot be held responsible for sales, purchases or transfers made outside the NFT Platform.
- 7.3 Operator makes no warranty or representation that an NFT purchased on the Platform will be accepted for trading or tradeable or validly transferred via secondary marketplaces.
- 7.4 Under the conditions specified for the respective NFT on the Platform, the secondary market transactions on third party marketplaces may be subject to a commission for the benefit of the Operator and/or the Issuer. By purchasing the NFT on the Platform, you acknowledge and accept the existence of this potential commission.
- 7.5 Any subsequent owner of an NFT initially purchased on the NFT Platform shall be subject to the Terms set forth herein. In any transfer of ownership, such as on the secondary market on any distributed ledger, or any other applicable transfer of ownership, you represent and warrant that you will notify the subsequent owner (i) of these Terms, and (ii) any existence and/or non-existence of rights associated to the respective NFT. The Operator excludes any liability for any dispute arising out of the unlawful use as set forth herein by any subsequent owner. Any subsequent transfer, dispossession, or another

relinquishment of an NFT will immediately terminate your rights and interest in the license of such NFT.

8. Issuer's license terms

- 8.1 NFTs may be subject to alternative license terms that will be made available to you via the Platform or by any other means determined by the Issuer. In the event that such license terms apply, they shall prevail and apply exclusively over any other license terms.

9. NFT Purchase, Payments, fees, taxes, no-refund policy

- 9.1 When purchasing an NFT through the Platform, you agree to pay all applicable fees, transaction fee (gas fees), payments, and any other fees associated with your NFT, as applicable for your respective NFT.
- 9.2 The Platform and/or the Operator is no contractual party/counterparty in the payment transaction between the Issuer of an NFT and the purchaser of such NFT. You represent and warrant that you are authorized and allowed to use the chosen payment method for the purchase of any NFT on the Platform and that you will provide and maintain valid information in connection with your payment method and your Platform account. Your purchase may be suspended or cancelled for any reason, including in case the payment method cannot be verified, is invalid or is otherwise not acceptable. Other additional payment terms for transactions on the Platform are set forth in the relevant sections of such purchase transaction.
- 9.3 You agree to authorize the Platform and/or the Operator to deduct, add, adjust in its sole discretion any applicable fees and/or recover fees paid to you in error where applicable.
- 9.4 Transactions concluded through the Platform are irreversible, final and non-refundable, as accepted and confirmed by the applicable means defined by the Platform in its sole discretion. The Platform and/or the Operator shall not be held liable

for any claims or damages that may arise as a result of any payments or transactions executed on the Platform.

9.5 An NFT may provide the underlying right to physical product(s) and/or goods, in which case any applicable shipping costs, customs duties or other levies applicable to such physical products may not be included in the purchase price of NFTs and therefore may apply additionally.

9.6 It is your responsibility to seek relevant tax advice to measure the tax impact of the contemplated transaction and comply with any applicable tax obligations in whichever jurisdiction.

9.7 You will be solely responsible to pay any and all sales, use, value-added and other taxes, now or hereafter claimed or imposed by any governmental authority associated with your use of the NFT Platform or your purchased NFT on the Platform.

10. Services and Goods associated with the NFT

10.1 Some NFTs may incorporate the right to specific goods, access to services, events and/or other experiences, as expressly defined in the description of the respective NFT on the Platform. Such benefits may be limited in time, amount, availability, may be benefited from only once and/or subject to other restrictions. The Operator nor the Issuer does not warrant, guarantee, nor make any representation, that you will receive the goods, services or any other benefit, profit or particular outcome by purchasing the NFT.

11. Feedback

11.1 If you choose to provide input and suggestions or propose modifications or improvements to the Service (hereinafter “**Feedback**”), then you hereby grant to the Operator an unrestricted, perpetual, irrevocable, non-exclusive, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

12. Information Security

12.1 You are solely responsible for the security of information provided into your account and your wallet. You agree to maintain adequate security and control of all of your account details, passwords of your digital wallet, personal identification numbers or any other codes that you use to access the Platform or the Services. You must ensure that your account registered under your name is not used by any other person. You must notify us immediately of any breach of security, loss, theft, or unauthorized use of your username, password or security information at info@sygnum-nft.com.

13. No advice

13.1 No information available on the Platform should be construed as professional, accounting, or legal advice. You should not take or refrain from taking any action in reliance on any information contained in these Terms. Before you make any financial, legal, or other decisions involving the Service, you should seek independent professional advice from professionals qualified in the area for which such advice would be appropriate.

14. Warranties

14.1 The Operator does not make any representation or guarantee that you will receive any particular benefit, goods or achieve any particular outcome or gain any particular profit from owning an NFT. The Operator does not endorse any issuer, artist, company, brand, or individual associated with any NFT and the Operator makes no recommendation or representation of any kind as to the potential benefits, if any, associated with any NFT, including, but not limited to, the present or future value of any NFT or the advisability of acquiring or owning any NFT.

14.2 Except as expressly provided to the contrary in writing by the Operator, the Platform, content contained therein, and NFT listed therein are provided on an “as is” and “as available” basis without warranties or

conditions of any kind, either express or implied. The Operator does not give any warranty that the Platform will meet your requirements, be available on an uninterrupted, timely, secure, or error-free basis, or be accurate, reliable, complete or safe.

14.3 To the fullest extent permitted by law, the Operator hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to any warranties of merchantability, fitness for a particular purpose, title and non-infringement and any redeemable provided by any contributor. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

15. Limitation of liability

15.1 To the fullest extent permitted by applicable law, the Operator excludes any and all liability for all claims arising out of or relating to the Terms, the use of or any inability to use any portion of the Service or otherwise under these Terms, whether in contract, tort, or otherwise.

16. Indemnification

16.1 To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless the Operator, the respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “**Operator Affiliates**”) from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether

known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively “**Claims**”), including, but not limited to, any damages that are caused by, arise out of or are related to (a) your use or misuse of the Platform, (b) any feedback you provide, (c) your violation of these Terms, (d) your violation of the rights of a third party, including another user, any digital wallet provider, (e) any intellectual property disputes relating to your NFT purchased on the Platform; and (f) your failure to pay any fees, taxes or any other payable amounts in connection with your transactions. You agree to promptly notify the Operator of any third party Claims and cooperate in defending such Claims. You further agree that the Operator Affiliates shall have control of the defense or settlement of any third party Claims.

17. Modification of Terms

17.1 The Operator may, from time to time, change these Terms at its sole discretion. Revisions, changes and any other amendment will become effective immediately. You may be required to accept the modified Terms in order to continue to use the Service. If you do not agree to the modified Terms, then you should cease your use of the Service. It is your sole responsibility to review the Terms and understand modifications to these Terms as may be updated from time to time.

18. Modification of the Service

18.1 The Operator reserves the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. The Operator will have no liability for any change to the Service or any suspension or termination of your access to or use of the Service.

19. Term, Termination, Effect of Termination

19.1 These Terms are effective as of your acceptance or download of the Terms or first access or use of the Service, and ending when terminated as described in the following sections.

19.2 If you violate any provision of these Terms, your authorization to access the Service and these Terms automatically terminates. In addition, the Operator may, at its sole discretion, terminate these Terms or your account, or suspend or terminate your access to the Platform and/or Service, at any time for any reason or no reason, without no obligation to notification.

19.3 Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay to the Operator any amount that was due prior to termination; and (d) all payment obligations accrued prior to termination.

20. Severability

20.1 If any term, clause, or provision of these Terms is held invalid or unenforceable, that term, clause, or provision shall be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, cause, or provision, or any other terms, clause, or provision of these Terms.

21. Notices, Communications

21.1 By using the Platform, you agree that we may provide you with notices or other communications, including marketing relating to your use of the Platform electronically, e.g. via email to the address that you indicate, or by posting on the Platform. You will always be given the option to unsubscribe from receiving any marketing material from us.

21.2 Notices to us should be sent electronically to nft@swisstennis.ch.

22. Governing law and jurisdiction

22.1 These Terms and the Additional Documents shall be governed by and construed in

accordance exclusively with the laws of Switzerland, to the exclusion of conflict of law rules.

22.2 The exclusive place of jurisdiction shall be Biel in Switzerland to settle any dispute which may arise out of or in connection with these Terms or the Additional Documents.

Appendix A: Risks

Risks inherent in NFTs

NFTs are highly volatile assets. Their value depends on many factors. Their value is not guaranteed and can become zero. By purchasing NFTs, the user exposes itself to the risk of partial or total loss of the consideration paid for the respective NFT.

In addition, the resale or transfer of NFTs, in particular via third party marketplaces, is not guaranteed. Such resales or transfers may be subject to transaction fees (including gas fees) which vary in amount. This amount may be significant and may limit or prevent the resale or transfer of NFTs.

All transactions on NFTs are conducted through distributed ledger technology (DLT), which is an emerging technology that may involve risks such as, but not limited to, the (a) any malfunction, vulnerability, unintended function or unexpected operation of the network may cause the user's NFTs to malfunction or operate unexpectedly or in an unintended way; (b) the DLT network may be subject to specific weaknesses, which make them possible targets for specific cyber security threats; (c) loss or theft of the means of access, in particular the private key to the user's digital wallet, or misuse of the digital wallet, may result in the loss of access to the user's NFTs and any function(s) related thereto; (d) bugs or vulnerabilities in the NFTs, associated smart contracts or in their operation may result in the loss of access to the user's NFTs and any function(s) related thereto. Any of the above may result in the NFTs becoming worthless or may temporarily or permanently prevent the user from reselling or transferring them or claiming any function(s) related to them.

These risks are to be borne by the users. Operator shall not be liable for any of these risks and any loss of value of the user's NFT and/or any functions related thereto.

The users shall be solely responsible for the secure storage of their digital wallet private keys. Operator shall not be liable for any damages related to (i) the user's digital wallet and its use or (ii) a resale of NFTs on a third party marketplace.

Risks related to regulatory changes

The regulatory regimes in the areas relating to NFTs, crypto-assets, crypto-currencies and blockchain-based services may be subject to rapid legislative and regulatory change which could impact your use of the NFT Platform and/or NFTs.

Operator shall not be liable for any consequences associated with legislative and regulatory developments applicable to the use of these new technologies.