

Terms of Service

Updated: 03/25/2022

Welcome to Fragmint.com ("the Platform"), owned and operated by Evedo Bulgaria Ltd. ("Evedo" "we," "us" or "our"). These Terms of Service are entered into by and between you ("you" or "User") and Evedo Bulgaria Ltd. By signing up for an account on the Platform or otherwise using or accessing the Platform, you acknowledge that you have read and agree to these Terms. The Privacy Policy and all such additional terms, guidelines, and rules as set forth on the Platform are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by the User.

The Terms of Service govern your rights and responsibilities when you use the Platform to buy, sell, or display non-fungible tokens ("NFTs"). The Platform facilitates transactions between a buyer and a seller but is not a party to any agreement between the buyer and seller of NFTs. By clicking on the "I Accept" button, completing your account registration process, or using the Platform, you accept and agree to be bound and abide by these Terms of Service and all of the terms incorporated herein. By agreeing to these terms, you hereby certify that you are at least 18 years of age. We reserve the right to change or modify these Terms of Service at any time and at our sole discretion. If we make changes to these Terms of Service, we will provide notice of such changes, such as by sending an email notification, providing notice through the Platform or updating the "Updated" date at the beginning of this document. By continuing to access or use the Platform, you confirm your acceptance of the revised Terms of Service and all of the terms incorporated therein. If you do not agree to these Terms of Service, you must not access or use the Platform.

The Platform allows you to sell and purchase NFTs via auction ("Auction") through the Ethereum blockchain. Rules regarding the Auction process are available in the current Terms of Service. In order for you to put up your unique NFT for Auction or put in an offer to purchase such from another user, you will need to connect and unlock your digital wallets with MetaMask or any other wallet that supports WalletConnect Protocol.

The Platform does not operate as a wallet provider, exchange, broker, financial institution, or creditor. Fragmint provides a service for users to discover and auction NFTs available on public blockchains. We do not have custody or control over the NFTs or blockchains you are interacting with. To use our Service, you must use a third-party wallet that allows you to engage in transactions on blockchains.

1. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and share information about you, which can be found at https://fragmint.com/docs/PrivacyPolicy_Fragmint.pdf.

2. General Account Provisions

If you wish to use the Platform, you will need to register an account. By creating an account, you agree to the following:

- (a) to provide accurate, current and complete account information about yourself,
- (b) to maintain and promptly update as necessary your account information,
- (c) to maintain the security of your password and accept all risks of unauthorized access to your account and the information you provide to us, and
- (d) to immediately notify us if you discover or otherwise suspect any security breaches related to the Platform, or your Account.

We reserve the right to block user accounts if one or more of the following events occur:

- (a) You create another account if we've disabled one you had unless you have our written permission first;
- (b) You buy, sell, rent or lease access to your account or username unless you have our written permission first;
- (c) You share your Account password with anyone and in doing so it compromises your account security resulting in unwanted actions being taken;
- (d) You log in or try to log in to access the Platform through unauthorized third-party applications or clients;
- (e) Your account is being used for money laundering or for any other illegal activity;
- (f) You have concealed or reported false identification information and other details; or
- (g) Transactions effected via your account constitute a breach of the Terms of Service.

We may require you to provide additional information and documents at the request of any competent authority, including in cases related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. In such cases, we may pause or cancel your Auction transactions until such additional information and documents are reviewed by us or the competent authorities and accepted as satisfying regarding the applicable law.

By creating an account, you consent to receive electronic communications from Fragmint via email or by notices on the Platform. These may relate to your account, password changes and other information. You agree that any notices, disclosures or other communications that we send to you electronically will satisfy any legal

communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt-out of receiving such promotional emails at any time by withdrawing your consent.

It is at your sole discretion to provide all equipment and software necessary to connect to the Platform and its services, as well as any fees, including Internet connection or mobile fees, which you incur when accessing the Platform or its services.

By accepting the current Terms of Service, you acknowledge and agree that you shall have no ownership or other property interest in your account, and you agree that all rights in and to your account are and shall be owned by and to the benefit of Fragmint.

3. Ownership

Unless otherwise indicated in writing by us, content and other materials contained on the Platform, including, without limitation, the Fragmint logo and pages design, texts, graphics, pictures, information, data, software, sound files, promotional or other files and the selection and arrangement thereof (collectively, "Content"), the Platform as a whole, and any NFTs are the proprietary property of Evedo Bulgaria Ltd.

Notwithstanding anything to the contrary in these Terms of Service, the Platform and the content therein may include software components provided by Evedo or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

The Fragmint logo and any Evedo product, including service names, logos or slogans that may appear on the Platform are exclusive property of Evedo or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Platform. You may not use any metatags or other "hidden text" utilizing "Fragmint", "Evedo" or any other name, trademark, product or service name of Evedo or our affiliates without our prior written permission. In addition, the "look and feel" of the Platform, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Fragmint and in turn Evedo and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names or logos mentioned on the Platform are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name,

trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Fragmint and in turn Evedo.

4. Interactions with the Platform

Your blockchain address functions as your identity on the Platform. You will be required to obtain or have a blockchain address and a third-party wallet in order to access it. Your account on the Platform will be associated with your linked blockchain address and/or wallet and display the NFTs for that blockchain address. By using your wallet in connection with the Platform, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with Fragmint and in turn Evedo, and we do not have custody or control over the contents of your wallet and have no ability to retrieve or transfer its contents. Fragmint and in turn Evedo accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Platform will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your account and any associated wallet and we are not liable for any acts or omissions by you in connection with your account or as a result of your account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Platform or your account.

You also represent and warrant that you will comply with all applicable and enforceable laws (e.g., local, state, federal and other laws) when using the Platform. Without limiting the foregoing, by using the Platform, you represent and warrant that:

- (a) you are not located in a country that is subject to a U.S. Government embargo;
- (b) you have not been identified as a Specially Designated National or placed on any U.S. Government list of prohibited, sanctioned, or restricted parties.

If you access or use the Platform outside the United States, you are solely responsible for ensuring that your access and use of the Platform in such country, territory or jurisdiction does not violate any applicable laws.

5. Auctions

The Platform offers its users to participate in Auctions regarding NFTs. Each Auction can be subject to a campaign predating the beginning of the Auction at the sole discretion of Fragmint and in turn Evedo. Campaigns are meant to popularise the coming Auction and inform the Users of the terms and rules of that particular Auction. Fragmint and in turn Evedo pertains the sole right to alter and change the terms of each individual Auction campaign without prior notification or approval of

any and all users. The starting date, starting bid, bid increments, period and other terms of any Auction can be made public by the predating Auction campaign. Auctions shall be closed at the end of the period in which it was scheduled. The highest placed bid shall be declared a winner and shall have the right to receive the auctioned NFT after transferring the amount of Crypto Assets he/she has stated in the winning bid in a set period of time. Auctions may be subject to terms directly between buyers and sellers with respect to the use of the NFT content and benefits associated with a given NFT. Fragmint and in turn Evedo shall not be party to such terms unless explicitly stated. Such terms can usually be found on the sellers' website and as such every buyer needs to be acquainted with them before engaging in a particular Auction.

6. Exclusive Auctions

Fragmint and in turn Evedo can conduct exclusive auctions at its discretion. These auctions are organised and meant to offer users the opportunity to acquire exclusive, rare or otherwise not readily available NFTs. Usually, such NFTs shall be offered after an Auction campaign has been conducted. The terms of such auctions can differ from the standard terms for regular auctions and as such can be made available prior to the start date of the particular auction on the Platform at the sole discretion of Fragmint and in turn Evedo.

7. Transactions

Transactions that take place on the Platform are managed and confirmed via the Ethereum blockchain. By accepting the current Terms of Service you agree that your Ethereum public address will be made publicly visible whenever you engage in a transaction on the Platform. We neither own nor control MetaMask, the Ethereum 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. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

8. License to access and use the Platform

You are hereby granted a limited, nonexclusive, non-transferable, revocable, non-sublicensable license to access and use the Platform and the content therein. However, such license is subject to these Terms of Service and does not include any right to the following:

- (a) sell, resell or use commercially the Platform as a whole, parts of it or the content therein,
- (b) distribute, publicly perform or publicly display any content located on the Platform,

- (c) modify or otherwise make any derivative uses of the Platform as a whole, parts of it or the content therein,
- (d) use any data mining, robots or similar data gathering or extraction methods,
- (e) download (other than page caching) any portion of the Platform as a whole, parts of it or the content therein, except as expressly permitted by us, and
- (f) use the Platform other than for its intended purposes.

Fragming and in turn Evedo does not claim ownership of the materials used in the creation of your NFTs. When you upload content to the Platform, you are and remain the owner of your materials used in the creation of your NFTs. However, when you as a user create, upload, send, receive, post, publish or store your materials, such as text, photos, audio, visual works, video or other materials and information ("User Materials"), on, through or in the Platform, you indicate that:

- (a) you either are the sole and exclusive owner of all User Materials that you make available on or through the Platform;
- (b) you have all rights, licenses, consents and releases that are necessary to grant the rights in and to such User Materials, as contemplated under these Terms of Service, including without limitation, that you have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Materials (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Materials;
- (c) neither the User Materials nor your posting, uploading, publication, submission or transmittal of the User Materials or the Platform's use of the User Materials (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

The Platform offers each User the opportunity to upload any User Material or Crypto Asset and offer it through Auction. The User Material or Crypto Asset can be fragmented and offered as a whole or as different individual pieces in the same Auction.

By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Materials and your Crypto Assets on, in or through the Platform, you grant to Fragmint and in turn to Evedo a non-exclusive, worldwide, royalty-free, license to such User Materials to access, use, store, copy, modify, prepare derivative

works of, distribute, publish, transmit, stream, broadcast, and otherwise distribute such User Materials solely for the purpose of providing and/or promoting the Platform and, featuring your User Materials and your NFTs within the Platform and promoting it through our marketing ecosystem. To the extent applicable and permissible by law, you hereby waive any and all claims that you may now or hereafter have in any jurisdiction to so-called "moral rights" or right of "droit moral" with respect to any of your User Materials. You may request to remove your User Materials in accordance with our Privacy Policy, which is hereby incorporated by reference.

We have the right to remove or refuse to post any User Materials, including NFTs, when one or more of the following criteria is met:

- (a) for any or no reason in our sole discretion;
- (b) take any action with respect to any User Materials that we deem necessary or appropriate in our sole discretion, including if we believe that such User Materials violates the Terms of Service, infringes any intellectual property right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for Evedo;
- (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform; and
- (e) terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Service.

You understand and agree that Fragming and in turn Evedo have the right to terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Service.

Fragming and in turn Evedo shall have the right, but not the obligation, to monitor the content of your User Materials and your NFTs, to determine compliance with these Terms of Service and any operating rules and to satisfy any law, regulation or authorized government request. Fragming and in turn Evedo shall have the right in its sole discretion to edit, refuse to post or remove any User Materials and NFTs submitted to or posted through the Platform. However, we cannot undertake to review all User Materials and NFTs before they are posted on the Platform, and cannot ensure prompt removal of objectionable User Material and NFTs after they have been posted. Accordingly, we assume no liability for any action regarding transmissions, communications, or content provided by any user or third party.

9. Third-Party content and interactions

We do not tolerate any User Materials and NFTs posted to the platform that, in our sole discretion: infringes intellectual property rights; violates the law; constitutes child pornography; or is obscene or defamatory. We intend to, in good faith, remove, disable or restrict access to, or the availability of, User Materials and NFTs that, in our sole discretion, we deem infringing, racist, obscene, obscene as to minors, child pornography, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable. The provisions of this section are intended to implement this policy but are not intended to impose a contractual obligation on us to undertake or refrain from any particular course of conduct.

You are granted a limited, nonexclusive, revocable, non-transferable, non-sublicensable right to create a text hyperlink to the Platform for non-commercial purposes, provided that such link does not portray Fragmint and in turn Evedo or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Fragmint and in turn Evedo to link to the Platform or the contents therein without our express written permission.

The Platform may contain links to third-party websites and applications. When you click on a link to a third-party website and application, we will not warn you that you have left our Platform and are subject to the terms and conditions, including privacy policies, of the respective website. Such third-party websites and applications are not under the control of Fragmint and in turn Evedo and as such shall not be held responsible for any damages or losses incurred by their use. We provide links to these third-party websites and applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, their products or services. You use all links to third-party websites and applications at your own risk.

10. User Conduct

You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Platform. You agree that you will abide by these Terms of Service and will not:

- (a) use NFTs in any way that constitutes or can constitute a violation of granted rights or obligations by us or any third party;
- (b) provide false or misleading information;
- (c) use or attempt to use another user's account or account information without authorisation from such user;
- (d) use the Platform in any manner that could interfere, disrupt, negatively affect or inhibit other users from using the Platform to its fullest degree, or that

could damage, disable, overburden or impair the functioning of the Platform in any manner;

- (e) reverse engineer the Platform as a whole or any part or aspect of it, or otherwise take actions that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area or code of the Platform;
- (f) attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of the Platform that you are not authorized to access;
- (g) use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Platform, extract data or otherwise interfere with or modify the rendering of the Platforms pages or functionality;
- (h) use data collected from the Platform to contact individuals, companies, or other persons or entities;
- (i) use data collected from the Platform for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- (j) bypass or ignore instructions that control automated access to the Platform;
- (k) use the Platform for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms of Service.
- (l) manipulate the price of any item in an auction or interfere with any other user's auction, listing, or profile;
- (m) engage in any coercive, deceptive, and/or manipulative behaviour concerning an auction, including using coercive, deceptive, and/or manipulative bidding tactics;
- (n) post false, inaccurate, misleading, deceptive, defamatory, or libellous content;
- (o) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- (p) distribute viruses or any other technologies that may harm the Platform or the interests or property of users;
- (q) post any hateful content;
- (r) use the Ethereum platform to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in

activities designed to adversely affect the performance of the Ethereum platform, or the Platform.

11. Disclaimers

You understand and agree that the Platform and the content therein are provided on an "as is" and "as available" basis without warranties or conditions of any kind. We make no warranty that the Platform:

- (a) will meet your requirements;
- (b) will be available on an uninterrupted, timely, secure, or error-free basis; or
- (c) will be accurate, reliable, complete, legal, or safe.

We disclaim all other warranties or conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement as to the Platform, content contained therein. We do not represent or warrant that content on the Platform is accurate, complete, reliable, current or error-free. We will not be liable for any loss of any kind from any action taken or taken in reliance on material or information, contained on the Platform. We cannot guarantee the security of any data that you disclose online. You accept the inherent security risks of providing information and dealing online over the internet and will not hold us responsible for any breach of security unless it is due to our gross negligence.

We will not be responsible or liable to you for any loss and take no responsibility for any use of crypto assets including but not limited to any losses, damages or claims arising from:

- (a) user error such as forgotten passwords incorrectly constructed transactions, or mistyped addresses;
- (b) server failure or data loss;
- (c) corrupted wallet files;
- (d) unauthorized access to applications;
- (e) any unauthorized third-party activities, including without limitation the use of viruses, phishing, brute-forcing or other means of attack against the Platform.

Crypto assets are intangible digital assets. They exist only by virtue of the ownership record maintained in the Ethereum network. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger within the Ethereum platform. We do not guarantee we can affect the transfer of title or right in any crypto assets.

We will not be held responsible for sustained damages due to vulnerability or any kind of failure, abnormal behaviour of software, blockchains or any other features of the crypto assets. We will not be held responsible for damages due to late reports by developers or representatives (or no report at all) of any issues with the blockchain supporting crypto assets including forks, technical node issues or any other issues having fund losses as a result.

12. Assumption of Risk

You accept and acknowledge:

- A. The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the crypto assets, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of crypto assets will not incur a loss of money.
- B. You are solely responsible for determining what, if any, taxes apply to your transactions. We will not be responsible for determining the taxes that apply to individual or collective crypto assets transactions.
- C. Our Platform does not store, send, or receive crypto assets.
- D. There are risks associated with using an Internet-based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience.
- E. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may adversely affect the development of the Platform and the utility of Crypto Assets.
- F. The Platform relies on third-party platforms such as MetaMask to perform transactions. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms lose market share or falls out of favour or is unavailable for a prolonged period of time, access to and use of the Platform might deteriorate.

13. Limitation of Liability

To the fullest extent permitted by law, in no event will Fragmint and in turn Evedo be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special or punitive damages arising from the use of the Platform, products or third party sites and products, or for any damages related to

loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable and even if Fragmint and in turn Evedo has been advised of the possibility of such damages. Access to, and use of, the Platform, products or third party sites and products are at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom.

Notwithstanding anything to the contrary contained herein, in no event shall the maximum aggregate liability of Fragmint and in turn Evedo arising out of or in any way related to the Platform, the access to and use of it, content, crypto assets, or any products or services purchased on it.

14. Modifications to the Platform

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Platform or any features or parts thereof at any time and without liability.

15. Dispute Resolution

You agree to engage in good-faith efforts to resolve disputes prior to either party initiating an arbitration, small claims court proceeding, or equitable relief for intellectual property infringement. You agree that any dispute or claim relating in any way to your access or use of the Platform, to any products sold or distributed through the Platform, or to any aspect of your relationship with Fragmint and in turn Evedo will be resolved by binding arbitration, rather than in court.

16. Severability and survival of the Terms of Service

If any part or parts of this Terms of Service are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Terms of Service shall continue in full force and effect.

These Terms of Service will survive the termination of your relationship with Fragmint and in turn Evedo.

17. Governing Law

These Terms of Service, your use of the Platform, your rights and obligations, and all actions contemplated by, arising out of or related to these Terms of Service shall be governed by the laws of the Republic of Bulgaria. Any dispute between the parties that is not subject to arbitration shall be resolved in the respective court.

18. Miscellaneous

These Terms of Service constitutes the entire agreement between you and Fragmint and in turn Evedo relating to your access to and use of the Platform and the content therein. These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent. Except as otherwise provided herein, these Terms of Service are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.