

These Terms of Use were last updated on 19 Oct 2021

1. Introduction

These Terms of Use (the “Terms”) and all policies posted on our website set out the terms on which Renovi LTD offers you (“You”, “User”) access to and use our platform (“Platform”) as available on our website www.renovi.io (“Website”) and our Website. All policies are incorporated into these Terms. You agree to comply with all the above and all the matters as set out in these Terms when accessing or using our Platform. For information regarding the processing of personal data, please see our Privacy Policy and our Cookie Policy.

Please read these terms carefully. They set out your rights and responsibilities when you use the Platform, and other important information.

You are entering into a contract with Renovi Ltd, a company incorporated in the Republic of Cyprus with registration number [NUMBER] and registered office at Venizelou 16A, Agios Dometios, Nicosia, 2363, Cyprus (“Renovi”, “we”, “our” or “us” as the text dictates).

2. Acceptance of Terms

You accept these Terms in the following ways:

- by clicking any button or box marked “accept” or “agree” (or a similar term) in connection with the Terms (and all incorporated policies);
- by accessing and/or using our Platform and/or Website.

When you accept these Terms, that means that you agree to be legally bound by them.

Please note that we can change these Terms in our sole discretion and at any time. The most current version of these Terms will be posted on the Website with the “Last Updated” date at the top. Any changes or modifications will be effective immediately upon posting the revisions to the Website. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right you may have to receive specific notice of such changes or modifications. Access to or use of the Website and Platform by you after any modification to the Terms constitutes your acceptance of the Terms as modified. If you do not agree to the Terms in effect when you access or use the Website and Platform, you must not use the Website and Platform. We may, at any time and without liability or prior notice, modify or discontinue all or part of the Website and Platform (including access via any third-party links).

If you are a business/company are you are using our Website or Platform, by accepting these Terms you are confirming to us that you have the legal authority to accept these Terms on that business/company’s behalf. If you do not have that authority, you must not use our Website or Platform.

If you use our Website or the Platform, you also confirm that you are at least 16 years old.

If you do not agree to these Terms, you must not access or use the Website or Platform.

3. Our role as marketplace

Renovi is a distributed application, functioning as a marketplace, that runs on the Ethereum network using smart contracts that provide an immutable ledger of all transactions that occur on Renovi (“Smart Contracts”). Users can create, buy, sell, transfer and trade (“Transaction”) unique digital architectural or other art designs or digital art (“Digital Design”) in the form of a non-fungible token (“NFT”); NFT refers to a unique non-fungible token, implemented on the Ethereum blockchain (“Ethereum Platform”) using smart contracts.

Essentially, the Platform, including smart contracts deployed to the public blockchain Ethereum, allow artists to make Transactions in relation to Digital Designs, which can also be presented and visualized on the Website, that Users can interact with.

Renovi is not a broker, financial institution, or creditor. Renovi is not involved in the actual transaction between buyers and sellers on the marketplace. We are an administrative platform that facilitates transactions between a buyer and a seller. The contract for the sale is directly between buyer and seller, or any users, and Renovi is not a party to any agreement between the buyer and seller or between any users.

We have no control over, and do not guarantee the existence, quality, safety or legality of, items advertised, the ability of sellers to sell items, the ability of buyers to pay for items, or that a buyer or seller will actually complete a transaction. You bear full responsibility for verifying the identity, legitimacy, and authenticity of any purchase on Renovi. Renovi does not verify or check any Digital Designs or assets, or content uploaded by any party on the Website and Platform. Despite any indicators, messages, and any implications that suggest or could be taken to suggest verification, Renovi makes no claim about the identity, legitimacy, or authenticity of Digital Designs, assets or any content uploaded by any party on the Website and Platform.

In this respect, you acknowledge and agree that Renovi is a non-custodial software provider that has developed this environment where you can autonomously and directly access the Platform without any involvement whatsoever by Renovi or any third party. While Renovi offers a marketplace for Digital Design, it does not buy, sell, does not attempt or make any effort, or ever take custody or possession or control, of such Digital Design or any cryptocurrencies or any tokens (whether Renovi-generated or not) or the NFT at any time. This marketplace is designed to be directly accessible by Users without any involvement or actions taken by Renovi or any third-party.

You may only participate in the Platform and the services offered therein by linking your digital wallet on supported bridge extensions; for now, this is MetaMask (<https://metamask.io/>). For your information, MetaMask is an electronic wallet, which allows you to purchase, store, and engage in transactions using the Ethereum cryptocurrency, ether. We do not have any access to any private keys or cryptocurrency held in wallets.

Before putting up or offering your Digital Design for sale or putting in an offer to purchase a Digital Design from another user, you must first download and/or install a supported electronic wallet extension (as described above), and connect, link and unlock your digital wallets with that extension. Any order for sale or purchase of a Digital Design by the purchaser or seller is passed on to the applicable extension, which completes the transaction on your behalf.

You will not be able to engage in any transactions on the Platform other than through your wallet. The Platform will only recognise you as a user, and you will only be able to interact with the Platform, if your wallet is connected and unlocked through your MetaMask account, or other third-party wallet account, if such is permitted and supported by Renovi at any time in the future. There is no other way to interact directly with the Platform.

The Platform gives you the option to use for now MetaMask. In the future, Renovi may at any time support other wallet extensions; Renovi will make the relevant update on the Website and Platform.

Transactions that take place on the Platform are managed and confirmed via the Ethereum blockchain. You understand 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, or the Ethereum network, your browser, 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.

Any transactions on the Platform are facilitated and run by MetaMask or any other wallets that may be supported in the future. These transactions are governed by the terms and conditions of MetaMask or those other wallets. By using the Platform, you agree that you are governed by and that you have read and accepted the applicable terms and the privacy policy for the MetaMask wallet extension or any other applicable wallet extension. These are available at (<https://metamask.io/terms.html>) AND (<https://metamask.io/privacy.html>).

4. Profile and Account

No registration requirement

You can browse the Website and Platform without registering for an account. Renovi reserves the right to require you to register an account before accessing or using the Website and/or Platform at any time in its sole discretion. Such account will be subject to specific terms and conditions.

Wallet

Before participating in any Transaction on the Platform, you must connect to a wallet extension, as explained in section 3.

Profile

The Platform gives you the option to create a profile by submitting your name, username, email, and a description of the Digital Design. For the way we process this information, please see our Privacy Policy. You agree to provide and maintain true, accurate, current, and complete information about yourself or the Digital Design or any other description as prompted by our profile form.

Renovi reserves the right to refuse a name or username or description in its sole discretion. You may only use one email per one profile. For the description of the Digital Design, you agree not to include or upload any content for the purpose of or attempting to bully, offend, insult, intimidate, or humiliate any person, or for the purpose of harming or attempting to harm any Users. Renovi reserves the right to suspend or terminate your profile in its sole discretion.

You understand that your profile is limited solely to you. You agree that you will not grant access, in any way, to any person without our prior written permission.

Security of wallet account

You understand that you are solely responsible for maintaining the security of your MetaMask or any other wallet extension account and control over any usernames, private keys, or any other authentications or codes that you use to access the MetaMask account. Any unauthorised access to your MetaMask or other wallet account could result in the loss or theft of Tokens and/or funds in such accounts. You understand and agree that you will not hold us responsible for managing and maintaining the security of your MetaMask wallet and account (or other wallets and accounts). You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorised access to, or use of, your account or your MetaMask wallet and account (or other wallets and accounts).

5. Creation of Digital Design and Sale of Token

On Renovi, users can create unique digital items. These items include original architectural designs, or other designs and artwork (the "Digital Design").

This Digital Design is owned by the user that created it (the "Creator"). When a Creator creates Digital Design, this Digital Design is linked to a token (the "Token"). The Token represents the title of that Digital Design, and this is what a buyer who buys the Token (the "Buyer") that will own. The Buyer will own the Token as a whole, but the Digital Designs which forms part or underlies the Token is owned solely by the Creator, unless otherwise provided in the Terms. Please take note of the specific provisions about intellectual property rights in section 7.

We do not verify, monitor, or check any Creator. Any User may become a Creator. Creators are free to set the price for each Token, subject to their obligations as to the pricing (section 6).

The Tokens can be sold or transferred to other people; each person selling the Token is a “Seller”, whether they are the Creator or not. When a Token is purchased or transferred by a person, the Ethereum token that it represents is automatically transferred to that person’s Ethereum address.

To buy a Token, the interested Buyer makes a relevant offer or order which is subject to the Seller’s approval. Renovi is in no way involved in the purchase process, other than as expressly and explicitly provided in the Terms.

6. Obligations of Creators

If you are a Creator, you understand and agree that:

- you alone are responsible for the accuracy and content of your Digital Design;
- any Digital Design that violates any of our policies may be delisted by us in our sole discretion;
- you must respect the intellectual property rights of others; and
- you will not coordinate pricing with any other Creators or users.

As a Creator, you will not infringe the copyright, trademark, patent, moral, database or other intellectual property rights (the “**Intellectual Property Rights**”) that belong to other people when you create any Digital Design.

Digital Design is unique, meaning that there should only ever be one Token for a given Digital Design. The Creator hereby acknowledges, understands, and agrees that creating and/or minting or procuring the creation and/or minting of a Token with an underlying Digital Design on the Platform constitute an express representation, warranty and covenant that the Creator has not, will not, and will not cause another to create, mint, tokenize another cryptographic token representing the same Digital Design, except, without limitation, the Creator’s ability to create, mint, tokenize another cryptographic token representing a legal, economic or other interest relating to any of the exclusive rights belonging to the Creator under the copyright law, if such function is expressly and explicitly permitted by these Terms.

We reserve the right, in our sole discretion, to prohibit you from uploading Tokens. We do not undertake, are not required, and do not guarantee to (but we may, in our sole discretion) monitor or check or verify the Digital Design, its authenticity, origin, or compliance with any laws and regulations on Intellectual Property Rights. Although we are not required to do so, we may, in our sole discretion, remove or delist Digital Design at any time and for any reason without notice. We may monitor the Digital Design created by Creators to detect and prevent fraudulent activity or violation of these Terms.

If you burn any Tokens, where we expressly and explicitly permit you to do so, you agree to bear the entire cost of any blockchain fees as well as the responsibility of burning them. We are not able to burn Tokens on your behalf.

7. Ownership of the Tokens

This is a very important term which we encourage you to read carefully. We also encourage you to consult a legal advisor to understand the impact of any Transaction.

Owning a Token means that you only own the token itself. You understand, acknowledge and accept that in owning a Token, no Intellectual Property Rights in the Digital Design on or underlying the Token are passed on to you from the Creator (including the ability to produce the Digital Design commercially or create merchandise from the Digital Design).

By downloading Digital Design via Renovi or from any other relevant place, this does not give you any Intellectual Property Rights in that Digital Design.

To enjoy the full benefits of owning a Token, you must make every effort to verify the original artist of the Digital Design. It is not our responsibility and we do not undertake to ensure that all Digital Designs on the Platform are created by the original artist and we shall not be held liable if someone, in breach of these Terms, creates Tokens which includes Digital Design of which they are not the original artist. It is your own sole responsibility to verify the Digital Design, and authenticate the details of the Creator and/or Seller.

Regardless of the above, if you believe that any Digital Design hosted on the Platform infringes your or someone else's Intellectual Property Rights, please let us know at info@renovi.io

It is our policy to terminate or suspend the accounts of repeat infringers, but we do not guarantee that we will so terminate or suspend any account. Regardless, we may at our sole discretion limit or restrict access to the Platform and/or terminate any profile you have with us, where you infringe any intellectual property rights or others, where or not here is any repeat infringement.

8. Fees and payments

If you elect to make any Transaction on the Platform, or with or from other users via the Platform, any financial transactions that you engage in will be conducted solely through the Ethereum network via MetaMask (or other compatible wallets and browsers Renovi may permit in the future). We have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Platform, or using the Smart Contracts, or any other transactions that you conduct via the Ethereum network or MetaMask.

Ethereum requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction that occurs via the Platform.

In addition to the Gas Fee, each time you utilise a Smart Contract to conduct a purchase transaction with another user via the Platform, you authorise us to collect:

- Commission 8% (“Commission”)

You acknowledge and agree that the Commission will be transferred directly to us through the Ethereum network as part of your payment.

You are responsible for all taxes related to your sales and purchases on the Platform. To the extent possible under the law of the Republic of Cyprus, you shall pay to us as a debt on demand all costs incurred by us, including but not limited to tax, penalties and interest, levied by any competent tax authority due to your failure to provide a valid VAT registration number and/or your failure to pay any such taxes, penalties or interest.

9. Intellectual property

If you buy a Token on the Platform:

- you do not acquire any intellectual property rights in the Digital Design, but instead you receive ownership or title of the Token. You have the right to display the Token and resell it to another person if you wish;
- the original artist of the Digital Design does not give up any copyright in the Digital Design, meaning that you cannot prevent the original artist from using the Digital Design for further commercial work; and
- you have no right to use the Digital Design for commercial purposes.

In using the Platform, whether as a Buyer or a Seller, you will not infringe any Intellectual Property Rights that:

- belong to third parties affected by your use of the Platform, or post any content whatsoever that does not belong to you; and
- belong to or are licensed to Renovi. Some, but not all, actions that may be infringement are reproducing, performing, displaying, distributing, copying, reverse engineering, decompiling, disassembling, or preparing derivative works from content that belongs to Renovi or someone else. Please see our Intellectual Property Declaration in Section 11.

Creator’s Declaration

If you are a Creator, you are deemed to make the following declaration in creating the Digital Design and the Token:

“I, the Creator, certify, confirm and declare that I am the original creator of the Digital Design, and as such I am the owner of the copyright in the Digital Design and have all corresponding and relevant intellectual property rights in the Digital Design, and that the Digital Design does

not infringe the Intellectual Property Rights of any third party whatsoever. Therefore, I have the right to create the Digital Design and the connected Token on the Platform, and make use of the Platform in accordance with the Terms”.

10. Risks

You acknowledge, assume, and accept each of the following risks:

- The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Tokens, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Tokens will not lose money. You also acknowledge that the cost of transacting on such technologies is variable and may increase at any time causing impact to any activities taking place on the Ethereum blockchain. You acknowledge these risks and agree that Renovi cannot be held liable for such fluctuations or increased costs.
- You expressly understand and agree that your access to and use of the Platform, and the Website and any services thereof is at your sole risk and that the Platform is provided on an “as is” basis without any warranties of any kind. To the fullest extent possible pursuant to applicable law, we, our subsidiaries, affiliates and licensors make no warranties regarding the Platform, the Website, or any part of them.
- The Platform and the Website do not store, send, or receive Tokens. This is because Tokens exist only by virtue of the ownership record maintained on the Platform’s supporting blockchain in the Ethereum network. Any transfer of Tokens occurs within the supporting blockchain in the Ethereum network, and not on the Platform.
- Tokens are intangible digital assets that exist only by virtue of the ownership record maintained in the Ethereum network. All Smart Contracts are conducted and occur on the decentralized ledger within the Ethereum platform. We have no control over, and make no guarantees, warranties or promises with in relation to Smart Contracts.
- Renovi is a non-custodial software service provider. In this respect we do not own or control Tokens or Digital Designs. Due to their digital nature, and the nature of cryptography, the Tokens can become corrupted and links associated with those Tokens can disappear. You understand that this is a risk when using the Platform, and Renovi will in no way be held liable due to any loss or corruption of a Token or any Digital Design. Furthermore, you understand that Renovi has no control whatsoever over the InterPlanetary Filing System (IPFS) or the risks associated with using that system.

- We will not be liable to you for any losses you incur as the result of your use of the Ethereum network. This includes, but is not limited to, losses, damages or claims arising from (i) user error (e.g. forgotten access information (such as passwords, private keys, or incorrectly construed Smart Contracts or other transactions); (ii) server failure or data loss; (iii) corrupted wallet files; (iv) unauthorised access or activities by third parties, including but not limited to the use of viruses, phishing, or other means of attack against the Platform, the Ethereum network, MetaMask or any other supported wallets. We are also not responsible for sustained casualties, or losses due to blockchains or any other features of the Ethereum network of MetaMask or any other supported wallets, or any vulnerability or any kind of failure, abnormal behaviour of software (e.g., wallet, smart contract), including but not limited to late report (or no report) by developers or representatives of any issues with the blockchain supporting the Ethereum network, including forks, technical node issues or any other issues having fund losses as a result.
- There are inherent security risks in providing information and dealing online over the internet. Renovi implements appropriate technological and organisational safeguards to reduce the risk of any security breaches which could result in the accidental or unlawful destruction, loss, alteration, disclosure or access to your information. We also release periodic updates to reduce the risk of security incidents.
- 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 unauthorised access to information stored within your wallet. You accept and acknowledge that Renovi will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum network, however caused.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Renovi ecosystem, the Platform and therefore the potential utility or value of Tokens.
- The Platform, Ethereum and digital assets could be impacted by one or more regulatory inquiries or regulatory action, which could impede or limit the ability of Renovi to continue to develop, or which could impede or limit your ability to access or use the Platform or Ethereum blockchain, including access to your digital assets or other funds, and new regulations or policies may materially adversely affect the development of the Renovi ecosystem, the Platform and therefore the potential utility or value of Renovi.

- Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all blockchains using Ethereum standards, like the standards as ERC-20, ERC-721, EIP-2981, EIP-998, EIP-2309 or other smart contracts, including the Renovi ecosystem.
- You acknowledge and understand that cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to cryptocurrencies, digital assets and the Platform, which could result in the theft or loss of your digital assets or Tokens. To the extent possible, it is intended to update the protocol underlying the Platform to account for any advances in cryptography and to incorporate additional security measures, but does not guarantee or otherwise represent full security of the system. By using the Platform, you acknowledge these inherent risks.
- The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Platform, and any services available thereon and the utility of Tokens.
- You acknowledge that the Platform is subject to flaws and acknowledge that you are solely responsible for evaluating any code provided by the Platform. This warning and others provided in these Terms by Renovi in no way evidence or represent an ongoing duty to alert you to all of the potential risks of accessing or using the Platform.
- Any use or interaction with the Platform requires a comprehensive understanding of applied cryptography and computer science in order to appreciate inherent risks, including those listed above. You represent and warrant that you possess relevant knowledge and skills. Any reference to a type of digital asset on the Platform does not indicate our approval or disapproval of the underlying technology regarding such type of digital asset, and should not be used as a substitute for your own understanding of the risks specific to each type of digital asset. We make no warranty as to the suitability of the digital assets referenced on the Platform and assume no fiduciary duty in our relations with you.
- Use of the Platform, in particular for creating, buying or selling trading digital assets, and for any Transactions may carry financial risk. Digital assets are, by their nature, highly experimental, risky and volatile. You acknowledge and agree that you will access and use the Platform at your own risk. The risk of loss in trading digital assets can be substantial. You should, therefore, carefully consider whether such creating, buying or selling digital assets and any Transaction is suitable for you in light of your circumstances and financial resources. By using the Platform, you represent that you have been, are and will be solely responsible for making

your own independent appraisal, assessment and investigations into the risks of a given transaction and the underlying digital assets. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction conducted via the Platform or any underlying digital asset. You accept all consequences of using the Platform, including the risk that you may lose access to your digital assets indefinitely. All transaction decisions are made solely by you. Notwithstanding anything in these Terms, we accept no responsibility whatsoever for and will in no circumstances be liable to you in connection with use of the Platform and Website for performing Transactions or any digital asset dealings. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice.

- You are aware of and accept the risk of operational challenges. The Platform may experience cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Platform. You agree to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties. We do not guarantee that the Platform is or will remain updated, complete, correct or secure, or that access to the Platform will be uninterrupted. The Platform may include inaccuracies, errors and materials that violate or conflict with these Terms. Additionally, third parties may make unauthorized alterations to the Platform or the software underlying the Platform. Accordingly, you should verify all information on the Platform before relying on it, and all decisions based on information contained on the Platform are your sole responsibility and we will have no liability for such decisions.
- There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. Renovi reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on Renovi. Under no circumstances shall the inability to view your assets on Renovi serve as grounds for a claim against Renovi.

11. Renovi Intellectual Property Declaration

You acknowledge and agree that the Platform and Website may contain content or features (“Platform Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Renovi, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Platform or the Platform Content, in whole or in part. In connection with your use of the Platform you will not engage in or use any

data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Renovi from accessing the Platform (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Platform or the Platform Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Platform or distributed in connection therewith are the property of Renovi, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Renovi.

The Renovi name and logos are trademarks and service marks of RENOVI LTD (collectively the "Renovi Trademarks"). Other company, product, and service names and logos used and displayed via the Platform may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Renovi. Nothing in these Terms or the Platform should be construed as granting, by implication, or otherwise, any license or right to use any of Renovi Trademarks displayed on the Platform, without our prior written permission in each instance. All goodwill generated from the use of Renovi Trademarks will inure to our exclusive benefit.

12. Acceptable use and restrictions

Notwithstanding any relevant specific provision in these Terms, in connection with using or accessing the Platform, you will not:

- breach or circumvent any laws, third-party rights or our systems, Terms or policies;
- sell any items that infringe the copyright, trademark or other rights of third parties;
- use our Platform or make any Transactions if you are not able to form legally binding contracts (for example if you are under 18);
- manipulate the price of any item or interfere with any other user's listings;
- post false, inaccurate, misleading, defamatory, or libellous content;
- use the contact information of other users for any purpose other than in relation to any Transaction on the Website and Platform (which includes using this information to send marketing materials directly to Users unless the User has given explicit consent to receiving these materials);
- distribute viruses or any other technologies that may harm Renovi, or the interests or property of Users;

- use any robot, spider, scraper or other automated means to access our Platform for any purpose;
- interfere with the working of our Platform, or impose an unreasonable or disproportionately large load on our infrastructure;
- export or re-export any application or tools except in compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- commercialise any Renovi application or any information or software associated with such application;
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures we use to provide the Platform.

You agree that we will commence supplying the services on our Platform to you as soon as you accept these Terms. You can cancel these Terms under the Consumer Law 2013 (L. 133(I)/2013). Business users can cancel these Terms by contacting us. We may recoup the cost of any services on the Platform provided up to the point of cancellation.

Please note that if you choose to cancel these Terms, this will not affect any sales contract that you may have as a buyer or seller.

Additionally, we reserve the right to vary or terminate all or part of the services on the Platform and/or not provide all or part of the services on our Platform to anyone for any reason and/or period of time, at our discretion.

13. Digital Design and User Content

With respect to the content, Digital Design, or other materials you upload through the Platform or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Renovi and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Platform or the promotion, advertising or marketing thereof in any form, medium or technology now known or later developed.

Further, to the fullest extent permitted under applicable law, you waive your moral rights in the Digital Design and promise not to assert such rights or any other intellectual property rights you have in the Digital Design against us, our sublicensees or our assignees.

You agree that we are not responsible for examining or warranting the listings or Digital Design or User Content provided by third parties through the Platform, and that you will not hold or attempt to hold us liable for inaccuracies.

14. Listing

The order of listing, displaying, presenting, and showing the Digital Designs, the Sellers, the Creators, the offers for sale and/or Token sales and/or the Token, the Digital Design description is in the sole discretion of Renovi.

15. Third Party Sites

We neither own nor control any third-party browsers, wallets, wallet connectors or blockchain networks , 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 “**Third-Party Sites**”). You understand and agree that your use of any Third-Party Site is subject to any terms of use and/or privacy policy and/or other applicable terms and/or policies provided by such Third-Party Site. We are not a party to any such agreement. You should review any terms of use and privacy policy and other applicable terms/policies provided by such Third-Party Site and should make whatever investigation you feel necessary or appropriate with any transaction with any third party.

Renovi provides these Third-Party Sites only as a convenience and we do not review, approve, monitor, endorse, warrant or make any representations with respect to Third-Party Sites, or their products or services. All Third-Party Sites are used by you at your own risk.

We will not be liable for the acts or omissions of any Third- Party Sites, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any Third-Party Sites.

Where our Website and Platform contain links to other sites and resources provided by any third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

16. Privacy

Please refer to our Privacy Policy and Cookie Policy for information about how we collect, use and share personal information about you.

17. Indemnity

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Renovi, and our 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 “Renovi Parties”), 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, direct or indirect, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Platform, Website, any services available on the Platform or the Tokens, (b) any feedback or content or the Digital Design you provide on the Website or Platform, (c) your violation of these Terms, and (d) your violation of the rights of a third party, including another user or MetaMask. You agree to promptly notify Renovi of any third party Claims and cooperate with the Renovi Parties in defending such Claims. You further agree that the Renovi Parties shall have control of the defense or settlement of any third party Claims.

This indemnity is in addition to and not in lieu of any other indemnity you may agree upon with Renovi or Renovi Parties.

18. Disclaimers

Except as expressly provided to the contrary in writing by Renovi, the Platform, Website, the services available thereon and the content, contained therein and the Tokens listed therein are provided on an “as is” and “as available” basis without warranties or conditions of any kind either express or implied. Renovi and its suppliers make no warranty that the Platform and the available services on 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, comprehensive, legal, or safe.

Renovi disclaims 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, the content, and services contained therein or available thereon. Renovi does not represent or warrant that the 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.

While Renovi attempts to make your access to any use of the Website, Platform and services and content safe, Renovi cannot and does not represent or warrant that the Platform, Website, any content and services thereon are free of viruses or other harmful components.

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.

Renovi disclaims all liability and Renovi will not be responsible or liable to you for any loss, and will not take responsibility for any will not be liable to you for and in connection with anything, the risk of which you have explicitly assumed under section 10.

Nothing in these Terms shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

Please note that if you are a consumer in a jurisdiction which does not allow the exclusion of implied warranties, such implied warranties exclusions may not apply to you.

Reference to Renovi in this section includes its parent(s), subsidiaries, affiliates, directors, officers, agents, consultants, sub-contractors, and employees.

19. Limitation of Liability

To the fullest extent permitted by law, in no event will Renovi be liable to you or any third party for any lost profit or any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising from these Terms, the Platform, the Website, the content and services available on the Platform and Website or third-party sites and products/services 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 cause by tort, including negligence, breach of contract or otherwise, even if foreseeable and even if Renovi has been advise of the possibility of such damages. Access to and use of or inability to use the Website, Platform, services available on the Platform and the Website or third-party sites and products/services 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.

You accept sole responsibility for the legality of your actions under laws applying to you and the legality of any items you list on the Website.

Regardless of the previous paragraphs, if we are found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount of fees in dispute not to exceed the total fees which you paid to us in the 6 months prior to the action giving rise to the liability, or b) €100.

Nothing in these Terms shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees, or for any other liability that cannot be limited or excluded by law.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

We do not verify the accuracy and truth of the information provided by our users. We cannot and do not confirm, and are not responsible for ensuring, the accuracy or truthfulness of users' purported identities or the validity of the information which they provide to us or post on the Platform and Website.

Reference to Renovi in this section includes its parent(s), subsidiaries, affiliates, directors, officers, agents, consultants, sub-contractors, and employees.

20. Modifications to the Platform

Renovi reserves the right to modify or discontinue, temporarily or permanently, the Platform (or any part thereof) with or without notice. You agree that Renovi will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Platform.

21. User disputes

You agree that you are solely responsible for your interactions with any other Users in connection with the Platform and Renovi will have no liability or responsibility with respect thereto. Renovi reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Platform.

22. Termination

You agree that Renovi in its sole discretion may suspend or terminate your profile (or any part thereof) or terminate, restrict, limit, suspend the access to, or use of the Platform and remove and discard any content within the Platform for any reason, including, without limitation, if Renovi believes that you have breached, violated, or acted contrary to, or inconsistently with the letter or spirit of these Terms. You agree that any termination, restriction, limitation, suspension of your access to, or use of the Platform under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Renovi may immediately deactivate or delete your profile and all related information and files in your profile and/or terminate, restrict, limit, suspend, any further access to such files or the Platform. You agree that Renovi will not be liable to you or any third party for any termination, restriction, limitation, or suspension of your access to, or use of the Platform.

23. Legal Venue and Governing Law

Any claim, dispute or matter arising under or in connection with these Terms shall be governed and construed in all respects by the laws of the Republic of Cyprus. You and Renovi both agree to submit to the exclusive jurisdiction of the Cyprus courts.

24. General

If any provision of these Terms is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.

We may assign our rights and obligations under these Terms (but without your prior express consent), provided that we assign these Terms on the same terms or terms that are no less advantageous to you.

If you have a dispute with one or more users, you release us (and our parent(s), subsidiaries, affiliates, directors, officers, agents, consultants, sub-contractors, and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms.

25. Feedback and contact details

You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including without limitation about how to improve the Platform (collectively, "Feedback") by emailing us. We are free to use such Feedback at our discretion and without additional compensation to you, and may disclose such Feedback to third parties.

Users with questions, complaints or claims with respect to the Website, the Platform, and the services thereon can be made by contacting us at info@renovi.io

Any Feedback provided by you to Renovi is non-confidential and Renovi will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.