

TERMS AND CONDITIONS OF SALE OF NON-FUNGIBLE TOKENS BY LOBKOWICZ COLLECTIONS

effective date: 2022/11/2

1. Scope

- 1.1 The following Terms and Conditions of Sale of Non-Fungible Tokens (“**Terms**”) govern and form an integral part of all agreements on purchase of Non-Fungible Tokens sold by Lobkowicz Collections, o. p. s., a public benefit society with its registered seat at Nelahozeves, Castle Nelahozeves 1, department of Mělník, Post Code 27751, Czech Republic, ID No. (IČO): 25734857, Tax ID No. (DIČ): CZ25734857, registered in the Register of public benefit societies administered by the Municipal Court in Prague, Section O, Insert 94, holder of Digital wallet address 0x0B1BB4F4836B69dD94a9c42Af9048991cCA229C0 on the Ethereum public blockchain and member of the House of Lobkowicz group (“**Lobkowicz Collections**” or “**we**”) to buyer (“**Buyer**” or “**you**”) within the scope of Non-Fungible Castle project available from <https://www.nft.nfcastle.com/>.

Tel.: +420 602 108 282

E-mail: info@nfcastle.com

- 1.2 These Terms do not govern the additional services available within the Non-Fungible Castle project (such as buying the tickets for the venue, registering for the conference, newsletter subscription, etc.), which are subject to individual terms and conditions presented in another place.

2. Definitions

- 2.1 **Blockchain** means a list of records, called “blocks” linked together using cryptography typically managed by peer-to-peer networks for use as a publicly distributed ledger of transactions. Each block contains a cryptographic hash of the previous block, a timestamp and transaction data. The timestamp proves that the transaction data existed when the block was published.
- 2.2 **Digital Artwork** means a digital file (in jpeg, png, MP4 or other digital format constituting a work of authorship) which the NFT identifies and is associated with in an inseparable way, and which depicts, represents, expresses or otherwise uses the Underlying Artwork; the Digital Artwork is subject to a copyright.
- 2.3 **Digital wallet** means an electronic device, online service or software program that allows the owner to receive, store or transfer digital assets, including but limited to cryptocurrencies and NFTs on a Blockchain.
- 2.4 **Digital wallet address** means a unique alphanumeric string of characters which is associated with and represents the address for a Digital wallet on the Blockchain.
- 2.5 **EU Consumer Rights Directive** means the Directive 2011/83/EU of the European Parliament and of the Council of October 2011, on consumer rights.
- 2.6 **License** means the right to use the NFT granted to you within the limits set in the Article 7 of these Terms, either as a license (in case Lobkowicz Collections is a holder of proprietary rights

over the Digital Artwork) or a sub-license (in case Lobkowicz Collections is a licensee of proprietary rights over the Digital Artwork which are held by the author of the Digital Artwork).

- 2.7 **Mint** means to create or generate an NFT for a Digital Artwork on a Blockchain.
- 2.8 **Non-Fungible Token / NFT** means a uniquely identifiable token of data stored on a Blockchain (thus blockchain tracked) that can be sold or traded, which identifies and is identified by a Digital Artwork. The NFT confers only a right to use the Digital Artwork in a way and under the conditions defined in these Terms (the License) and it does not confer ownership of or the right to transfer the Digital Artwork itself nor the ownership of, a license to use or any right whatsoever to the Underlying Artwork. The chosen protocol used for minting NFTs sold by Lobkowicz Collections is the Ethereum public Blockchain and the standards used for minting NFTs are namely ERC-721 and ERC-1155.
- 2.9 **NFT Token ID** means the unique token identifier contained in the Smart Contract identifying the NFT on the Blockchain for it to create a controllable electronic record on a Blockchain.
- 2.10 **Ongoing NFT Payments** mean payments made in connection with the sale of an NFT which are configured or programmed into the NFT's Smart Contract, including any payments which are triggered when the NFT is transferred from one Digital wallet address to another Digital wallet address (including in case of Secondary Sale).
- 2.11 **Ownership of an NFT** means that you have rightfully and lawfully purchased the NFT, where proof of such purchase or acquisition is recorded on the Blockchain; the ownership of the purchased NFT entitles you to use the NFT in compliance of and within the limits of the License, i.e. to exercise the property rights to the NFTs. Such an ownership is similar to owning a physical thing, however the ownership in that sense shall be just a legal construct and used synonym describing such a situation.
- 2.12 **Product Purchase Page** means a page on the Website where the NFT is listed and which contains an identification and a description of the NFT, including the NFT Token ID and the terms and conditions of the Smart Contract.
- 2.13 **Purchase Agreement** means an agreement on the purchase of a particular NFT concluded between you, as a first buyer of an NFT, and Lobkowicz Collections, as a seller. The Purchase Agreement comprises these Terms, along with any additional terms provided to you on the Website, especially on the Product Purchase Page, or otherwise in the process of making a purchase, as well as the Smart Contract.
- 2.14 **Secondary Sale** means any resale of the NFT consecutively to the first sale of the NFT by Lobkowicz Collections to you. Immediately following any Secondary Sale, your Ownership of the NFT and any associated License will terminate. Your purchase of, and the transfer of Ownership of, the NFT is subject to your agreeing to these Terms and to the Smart Contract. After a Secondary Sale, "you" will also refer to the purchaser in such Secondary Sale transaction.
- 2.15 **Smart Contract** means a computer code or transaction protocol which governs, executes, controls or documents events and actions relating to the operation of the NFT. For any individual NFT offered for sale, the content of its Smart Contract identifies the rights conferred over the Digital Artwork identified in that Smart Contract and Ongoing NFT Payments to be paid to Lobkowicz Collections in the event of Secondary Sale as well as other conditions of your Ownership of the NFT. By agreeing to these Terms when concluding the Purchase Agreement,

you agree to the Smart Contract as well. It is therefore important that you review the NFT's Smart Contract and/or ask an advice from an expert before you purchase the NFT.

- 2.16 **Taxes** mean all the taxes, fees, customs and similar duties (except for applicable Czech VAT and except for taxes based on Lobkowicz Collections' net income) in any jurisdiction which are now or hereafter may be imposed or become due under the authority of any taxing body in connection with your use of the Website and especially in connection with any transaction involving your Ownership of the NFT or transfer of the purchased NFT.
- 2.17 **Underlying Artwork** means a piece of physically existing artwork belonging to collections of art of the House of Lobkowicz, such as paintings, drawings, sculptures and other art commodities and works of authorship, which are depicted, represented, expressed or otherwise used to create the Digital Artwork; Underlying Artwork is subject to a copyright or relevant industrial property rights.
- 2.18 **Website** means a website created by Lobkowicz Collections which is used for offering NFTs for sale at <https://www.nft.nfcastle.com/>.

3. Eligibility

- 3.1 You represent and warrant that you have the full right, power, and authority to conclude the Purchase Agreement and to abide by and comply with it. You especially represent and warrant that you are of the legal age of majority in your jurisdiction and that you are legally permitted to use the Website and NFTs in your jurisdiction including transacting and owning NFTs, and interacting with the Website in any way. You are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that Lobkowicz Collections is not liable for your compliance or failure to comply with such laws.
- 3.2 You further represent and warrant that all funds or assets used by you for the purchase of an NFT from Lobkowicz Collections have been lawfully obtained by you in compliance with all applicable laws. You undertake to provide Lobkowicz Collections, upon first demand, with all evidence it may request to verify your identity for the purpose of concluding the Purchase Agreement and anti-money laundering compliance.
- 3.3 You further represent and warrant that you are a holder of a Digital wallet capable of accepting and supporting the NFT token type referenced on the Product Purchase Page of the individual NFT you are interested in acquiring (these include but are not limited to ERC-721 or ERC-1155 tokens), registered in your name and maintained on one of the reliable platforms providing the services of keeping the Digital wallet.
- 3.4 You acknowledge and agree that Lobkowicz Collections may remove your access to the Website and the ability to purchase additional NFTs at any time for any reason and without notice to you.
- 3.5 By purchasing an NFT, you acknowledge that you have carefully read and agree to these Terms. These Terms form an integral part of the Purchase Agreement.

4. Execution of a Purchase Agreement

- 4.1 The Purchase Agreement between you and Lobkowicz Collections is concluded remotely via the Website. By submitting an order for purchase of an NFT through the Website, you agree to

Lobkowicz Collections' use of remote means of communication. The costs of using remote means of communication are borne by you, however, these costs do not differ in any way from the basic rate you pay for the use of these means, i.e., in particular for access to the Internet.

4.2 To enable submitting an order for purchase of an NFT through the Website and conclusion of the Purchase Agreement, you must connect your Digital wallet into the Website. After such connection, you will be allowed to create and place the order using the user interface of the Website starting by pressing the button "Buy" on the Product Purchase Page of the selected NFT (possibly accompanied by the purchase price information). During the process of creating the purchase order, you will be required to fill in truthfully following information (necessary to verify your identity and for billing purposes required by applicable law):

- (i) your full name;
- (ii) your e-mail address;
- (iii) your Digital wallet address;
- (iv) name of the company (in case of purchaser being a company);
- (v) company address (in case of purchaser being a company);
- (vi) company ID / VAT no. (in case of purchaser being a company).

All the information you provide and fill in must be true, correct and complete as required by applicable law. Lobkowicz Collections cannot be held liable for any discrepancies caused by the inclusion and completion of any corrupted, factually inaccurate or in any way misleading data.

4.3 Purchasing an NFT is not subject to prior registration, or the creation of a user account or any other step in that sense.

4.4 The NFT Token ID and information about the purchase price will be automatically entered as part of the creation of the purchase order within the user interface of the Website.

4.5 The payment of the purchase price shall be done in the cryptocurrency (Ethereum) transferred into the Digital wallet address of Lobkowicz Collections.

4.6 By pressing the "Submit" button, you are creating and submitting to Lobkowicz Collections a binding purchase order for the NFT and authorizing the third-party payment gateway to process the payment of purchase price; the payment shall be processed automatically by this third-party payment gateway with crypto under the conditions set there and immediately after placing the order by you and confirming the payment within the payment gateway.

4.7 The Purchase Agreement between Lobkowicz Collections and you is executed once the acceptance information is sent into your Digital wallet. Before accepting your purchase order, Lobkowicz Collections may require that you provide it with evidence of the veracity of information you have submitted. Lobkowicz Collections reserves the right not to accept your purchase order.

5. Purchase price and taxes

5.1 The purchase price for any NFT is displayed on the corresponding Product Purchase Page on the Website, they are contractual and final. In the case of a technical error or an error in the stated price, Lobkowicz Collections is entitled to correct all the needed information and inform you of this step without undue delay.

- 5.2 The purchase price is subject to applicable VAT.
- 5.3 You are obliged to pay the purchase price immediately after the execution of the Purchase Agreement. If the purchase price is not credited to the Digital wallet of Lobkowicz Collections within one (1) hour after the execution of the Purchase Agreement, Lobkowicz Collections is entitled to withdraw from the Purchase Agreement by sending the e-mail message to your e-mail address.
- 5.4 The Blockchain on which the sales of NFTs is conducted may require the payment of a transaction fee for every transaction that occurs on the Blockchain. You will be solely responsible to pay all such transaction fees associated with your transactions related to your purchase of the NFT.
- 5.5 You will be solely responsible to pay all the Taxes and you shall not be entitled to deduct the amount of any such Taxes from payments made to Lobkowicz Collections pursuant to the Purchase Agreement. In the event that any Taxes are levied on Lobkowicz Collections, you will reimburse Lobkowicz Collections for any such amount.
- 5.6 The invoice issued following the purchase also serves as a tax document; the invoice is sent electronically to the e-mail address provided during the process of creating the purchase order.

6. Delivery and transfer of risks

- 6.1 The purchased NFT will be delivered into your Digital wallet within hour (1) hour after the conclusion of the Purchase Agreement; this period shall be extended by the time during which the NFT transfer could not be processed for technical reasons.
- 6.2 The delivery of NFT pursuant to the Article 6.1 is free any transportation or delivery costs, except the Gas fee ("**Gas fee**"). The Gas fee shall be charged automatically in addition to the purchase price and paid together with the payment of the purchase price pursuant to the Article 5 of these Terms. The exact amount of the Gas fee shall be calculated according to the general principles for its calculation applicable for payments by cryptocurrency (Ethereum). The exact amount of the Gas fee shall be disclosed to you before you place the order pursuant to the Article 4 of these Terms; by placing the order, you agree to the amount and method of payment of the Gas fee.
- 6.3 Risk in and responsibility for the NFT (including for loss or damage to the NFT) will transfer to you when you receive the NFT in your Digital wallet. This occurs when the transfer to you is recorded on the Blockchain (it can be viewed and verified via the Etherscan service). Once risk in the NFT has passed to you, you alone will be responsible for (i) providing appropriate maintenance, hosting, and security for the NFT; (ii) securing the Digital wallet or other storage mechanism you use to receive and hold the NFT, including private keys and credentials; (iii) any risks arising out of or in connection with the NFT such as but not limited to, risk of loss or damage, transferring, creating, providing proper maintenance including, without limitation the risks described above in the paragraph titled Risks of Owning NFTs and (iv) any failure to provide appropriate maintenance (including without limitation hosting) of the NFT.

7. License

- 7.1 As a part of your Ownership of the NFT, Lobkowicz Collections grants you the License to use the Digital Artwork in the extent and under the conditions stipulated in the present Article 7 of

these Terms. Lobkowitz Collections holds all intellectual property rights over the Digital Artwork to grant you the License.

7.2 For the avoidance of any doubt, your Ownership of the NFT, including the License, does not grant you any right over the Underlying Artwork (neither the copyright, nor other industrial property rights). Nothing in these Terms will be interpreted to grant you any rights to any copyright or other industrial property rights belonging to Lobkowitz Collections. Without our written permission, you may not use any of it for any commercial use, including to register any domain names or social media accounts using any Lobkowitz Collections intellectual property.

7.3 The right to use the Digital Artwork is granted to you:

- (a) royalty-free,
- (b) as an exclusive right,
- (c) for the legal duration of the proprietary rights over the Digital Artwork,
- (d) for the whole world, with no territorial restrictions,
- (e) only for your own personal, non-commercial use.

7.3 The right to use the Digital Artwork is granted to you solely for the following ways of use (the code of enabled conduct):

- (a) for displaying the Digital Artwork in private (such as to display the NFT in your Digital wallet, at home or in a virtual gallery, to set it as a profile picture on social media platforms, blogs, digital galleries, or other Internet-based media platforms and other similar operations within the relevant Smart Contract);
- (b) for displaying the Digital Artwork for the purpose of a Secondary Sale, as part of a marketplace that permits the Secondary Sale of the NFT, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Digital Artwork for their purchased NFTs to ensure that only the actual owner can display the Digital Artwork.

7.4 Within the limits of the License, you especially may not (the code of prohibited conduct):

- (a) profit from, otherwise commercialize [which means any activity that is performed with the intent to generate revenue, such as sale or transfer of items (including NFTs) on any marketplaces, exchanges, platforms, or applications in association with an offer to sell, or trade, creating and selling merchandise, inclusion in physical or digital media, or display within decentralized virtual environments, virtual worlds (metaverses), virtual galleries, virtual museums, or other navigable and perceivable virtual environments, including simultaneous display of multiple copies of the NFTs within one or more virtual environments], fractionalize, or license/sub-license the Digital Artwork and/or the NFT, including in connection with the marketing, advertising, or selling of any third-party product, except as part of a Secondary Sale,
- (b) use the Digital Artwork except as incorporated in the NFT, including in movies, videos, or any other form of media or encourage or allow any third party to do so,

- (c) use the Digital Artwork to create additional NFTs and NFT projects or collections, and/or to create derivative works of the Digital Artwork and/or the NFT, modify, distort, or make any other changes to the Digital Artwork and/or the NFT in any way or combine the Digital Artwork and/or the NFT with, or embed the Digital Artwork and/or the NFT or into, any digital or other content or media,
 - (d) use the Digital Artwork and/or the NFT in any manner which infringes upon the rights of any person or legal entity,
 - (e) use the Digital Artwork and/or the NFT in connection with or to promote any illegal activity, intolerance, hatred, cruelty, hate speech, violence, inappropriate or obscene content, or in any other manner which could tarnish or harm the reputation of Lobkowicz Collections and affiliate persons, or which could the Underlying Artwork and cultural heritage protected by the House of Lobkowicz.
- 7.5 You may choose not to use the License. The lack of use will not allow Lobkowicz Collections to withdraw from the License; the lack of use will not entitle you to claim the restitution of the purchase price for the NFT nor any part of it.
- 7.6 The License will automatically terminate if (i) you breach any provision of the Purchase Agreement, these Terms and the Smart Contract, including, but not limited to, transferring, selling, donating, or otherwise disposing of the NFT in a way not specifically allowed by the Purchase Agreement, these Terms and the Smart Contract, and/or if (ii) you use the Digital Artwork in breaching of the terms of the License, and/or if (iii) you engage in unlawful activities related to the NFT in any jurisdiction.
- 7.7 The License automatically terminates with transferring the NFT in a Secondary Sale and the License to the new Owner is granted by Lobkowicz Collections. You, being a re-seller of the NFT in a Secondary Sale, shall cease to have any right over the NFT and the Digital Artwork once the Secondary Sale is completed.
- 7.8 As we may collaborate with third parties to create NFTs which include artwork, images, works of authorship, logos, trademarks, service marks, or other commodities owned by a third party, the License does not extend to any such a third-party content, and you may not use, copy, reproduce, display, create derivative works of, or create new NFTs based on such third-party content, or any portion thereof, for any commercial use, unless we or the applicable third parties expressly provide our consent in writing or by public announcement.

8. Secondary Sale

- 8.1 In connection with a Secondary Sale of the NFT, you undertake to ensure that:
- (a) you provide notice that any purchaser of a resold NFT will also be subject to these Terms and you provide him/her with a link to or other access to these Terms as well as the Smart Contract for the resold NFT,
 - (b) any purchaser on a Secondary Sale agrees to these Terms and to the Smart Contract for the re-sold NFT (in that sense, these Terms shall be understood as being aimed at an indefinite number of persons which can be accepted as a proposal by performing a certain act without notifying the Lobkowicz Collections),

- (c) any Secondary Sale will be in accordance with applicable laws and regulations, including but not limited to restrictions under trade regulations,
- (d) you have not breached these Terms nor the Smart Contract for the resold NFT before the Secondary Sale,
- (e) your License has not been terminated before the Secondary Sale, and
- (f) the entire NFT is resold to a single buyer in the Secondary Sale; for the avoidance of doubt, you may not sell a portion or a fractionalized interest of the NFT in a Secondary Sale or maintain an interest in the NFT following the Secondary Sale, including any right to receive any amounts in connection with subsequent Secondary Sales,
- (g) the buyer is not a subject to an internationally recognized embargo or that is located in a country that is subject to an internationally recognized embargo, or that has been designated internationally as a terrorist-supporting party (or country) or that is otherwise prohibited or restricted party (or country).

8.3 Immediately following any Secondary Sale, your Ownership of the NFT and any associated right you had in connection of it, namely the License, will terminate.

8.4 Any purchase of, and the transfer of Ownership of, the NFT is subject to your agreeing to these Terms. After a Secondary Sale, “you” will also refer to the purchaser in such Secondary Sale transaction.

8.5 Lobkowitz Collections may be entitled to Ongoing NFT Payments in case of Secondary Sale. The right to Ongoing NFT Payments (if any) is specified in the Smart Contract for the particular NFT.

9. Limitation of liability and rights arising from defective performance

9.1 NFTs are intangible digital assets that exist by virtue of the ownership record maintained in the Blockchain. NFTs Smart Contracts operate on the decentralized Blockchain ledger and Lobkowitz Collections has no control over and make no promises or guarantees with respect to the Blockchain or Smart Contracts. You bear full responsibility for verifying the identity, legitimacy, and authenticity of all the assets.

9.2 You declare that you have the necessary understanding regarding NFTs, Blockchain technology and software systems, Digital wallets and other storage mechanisms, and cryptocurrencies and their respective usage, functionality, storage and transmission mechanisms and other material characteristics, as well as Digital wallet security and the hosting and maintenance of NFTs, to fully understand the purchase of the NFT and to enable you to receive, store, and maintain the NFT. You represent and warrant that you and/or your advisors, have obtained sufficient information to make an informed decision to purchase the NFT and have carefully reviewed the terms and code of the NFT’s Smart Contract to fully understand those terms and the functionality of those terms.

9.3 You acknowledge and agree that the NFT is provided “as is” and “as available” without warranties of any kind others than that the NFT has qualities specifically described and expressed on the Product Purchase Page of the NFT and/or in the Smart Contract of the NFT. Your rights arising from defective performance and the conditions for those rights to be

asserted are mentioned [here](#) ("**Complaints Code**"); the Complaints Code forms the integral part of these Terms.

- 9.4 Your access to and use of the NFT and NFT Art is at your own risk.
- 9.5 You agree that Lobkowicz Collections is not responsible and will have no liability for consequences of any fact or any risk related to the nature of NFTs, to the Blockchain, to your Digital wallet or to Smart Contracts, to their technical, legal and other characteristics and issues, namely those listed as examples in Art. 9.7 below.
- 9.6 You also specifically agree that in no event will Lobkowicz Collections be liable to you for all claims based on the sale of the NFT in excess of the amount of the purchase price effectively paid to Lobkowicz Collections for the NFT. Transactions relating to NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- 9.7 You acknowledge that you are aware of the risks related to NFTs, namely the following ones (given only as examples):

(i) Economic risks

- (a) the NFT may lose all or part of its value due to changes in the market price;
- (b) digital assets, tokens and NFTs may be subject to significant price fluctuations up and down; the magnitude of such fluctuations is difficult to predict and cannot be guaranteed;
- (c) you have no guarantee that you will be able to list the NFT on a secondary market or platform and you have no guarantee that you will be able to resell the NFT.

(ii) Technological risks

- (a) The NFT is stored in an electronic wallet to which a unique private key is associated that makes the NFT available. Consequently, the theft, loss or hacking of private keys implies the permanent loss of the NFT. You are responsible for the secure storage of the private key in your wallet, necessary to receive and transfer the NFT. Loss or theft of the private key is equivalent to loss of the NFT assigned to the wallet;
- (b) In the event that you transfer to a wallet that is incompatible with the NFT's Smart Contract, or which was stated wrongly via your own mistyping the Digital wallet Address, you will normally no longer be able to access the NFT;
- (c) In case of subsequent creation by you of a Smart Contract on the transferring NFT, you bear full responsibility for the choice of the standard or ad hoc Smart Contract used and for any possible bugs and security flaws;
- (d) The chosen protocol is the Ethereum public Blockchain, which runs the risk of a 51% attack on the consensus system that could corrupt the data recorded on the Blockchain. This Blockchain is also subject to major changes due to, among other things, the potential change to proof of stake (i.e., a method for validating entries into a distributed database and keeping the database secure) and Lobkowicz Collections has no control over such change or its consequences.

(iii) Regulatory risks

- (a) legal and tax risks related to the determination of the applicable law, in particular in the event of Secondary Sale of the NFT, are to be taken into account by you and

Lobkowitz Collections cannot guarantee a legal or tax qualification due to the diversity of national laws applicable in this area and their evolution, potentially unfavourable to your interests;

- (b) regulatory or normative changes could have an impact on the operation of the Blockchain used for the NFT, which could generate various legal and fiscal risks with consequences, in particular, on the conditions or the very possibility of reselling the NFT;
- (c) risks related to reinforced obligations of your identification to keep, use and/or resell the NFT.

9.8 The NFTs are intended for personal enjoyment, use and consumption only. They are not a “security” within the meaning of relevant securities laws of EU legislation or internationally. Primarily, they do not serve for the investment reasons, and they cannot be understood as being crypto assets in the “security” meaning.

9.9 With regard to the necessary maintenance of the hardware and software background of the Website, as well as with regard to the safety and stability of it, we have the right to shut down, change or disable the Website (or any part of it) at any time and for any reason for the necessary period of time. In such a case, you are not entitled to any compensation for the damage caused by that.

9.10 As the Website is using more than one software platform for its own operating, use of these third-parties’ platforms is subject to individual Terms and Conditions set by their operators. Nothing in these Terms represents the guarantees over the individual terms and conditions of the platforms.

9.11 Lobkowitz Collections is not responsible for any third-party NFT marketplace, any direct sales, or any third-party entitlements or benefits. You covenant not to sue Lobkowitz Collections based on activities that may occur on such NFT marketplaces, any direct sales (except direct sales for which Lobkowitz Collections is the seller or purchase), due to third-party benefits or entitlements.

10. Waiver of the right to withdraw from the purchase contract for consumers from European Union

10.1 Taking into account that an NFT is digital data stored on the Blockchain analogous to software and thus, that it constitutes a “digital content” as defined in the EU Consumer Rights Directive, if you are a consumer habitually residing in a member country of the European Union, by accepting transfer of the NFT to your Digital wallet you acknowledge that you are waiving any right you may have had under the EU Consumer Rights Directive and relevant implementing national legislation, to withdraw from and cancel your purchase of the NFT within the 14 day cooling off period referenced in that legislation. You also agree that Lobkowitz Collections may deliver the NFT to you (to your Digital wallet) before the expiry of this 14-day cooling off period.

11. Privacy Policy

11.1. Lobkowitz Collections respects your privacy. The present Article explains how we collect, use, and disclose information about you.

11.2 By making a purchase order an NFT, the Lobkowitz Collections is entitled to process all the provided personal data in accordance with the relevant legislation for the performance of the

Purchase Agreement and for compliance with a legal obligation to which we are subject. In addition, you agree to the processing of your personal data for the Lobkowicz Collections' marketing purposes, i.e., offering products and services, including sending information about organized events, products, services and other activities.

- 11.3 You may, at any time and free of charge, notify Lobkowicz Collections that you do not wish to receive further commercial communications, by sending an e-mail to Lobkowicz Collections' e-mail address. You have the right to be informed free of charge regarding your personal data stored by Lobkowicz Collections, and you have the right to change, restrict or object to further processing of such data, free of charge.
- 11.4 All the provided information is processed for the limited period of time necessary for taking the necessary steps when dealing with the purchase order and just for the purpose stated above.
- 11.5 By making a purchase order for an NFT, you confirm that you have been informed by Lobkowicz Collections of your rights arising from the processing of personal data, namely of your rights under Articles 13 to 22 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No. 110/2019 Coll., on the processing of personal data, as amended. You confirm that you have read all the completed parts of the Purchase Agreement and that all the information provided by you is accurate and true and is provided voluntarily.
- 11.6 Supervision of the protection of personal data is exercised by the Office for Personal Data Protection.
- 11.7 The articular or more detailed information on the processing of personal data and your related rights is mentioned in our GDPR Privacy Policy, which is available [here](#).

12. Miscellaneous

- 12.1 You may not assign any or your rights or obligations under the Purchase Agreement, these Terms and/or the Smart Contract, whether by operation of law or otherwise, without our prior written consent, except for the case of a Secondary Sale of the NFT, in which case these Terms and the Smart Contract are binding also for the new acquirer of the NFT.
- 12.2 Lobkowicz Collections may assign its rights and obligations under the Purchase Agreement, these Terms and/or the Smart Contract, to an affiliate.
- 12.3 Lobkowicz Collection is not bound by any codes of conduct that are binding on them or that they would voluntarily comply.
- 12.4 These Terms constitute the entire agreement between you and Lobkowicz Collections, and supersedes any and all prior or contemporaneous representations, understandings and agreements with respect to the subject matter of these Terms, all of which is hereby merged into these Terms.
- 12.5 Lobkowicz Collection may choose to make additional features, access, content, items or other benefits available to you as the owners of NFTs. These additional features may be subject to

additional terms and conditions, which may be presented to you at the time they are made available.

- 12.6 If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed separable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver by Lobkowicz Collection or you of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

13. Governing Law and Dispute Resolution

- 13.1 These Terms, the Purchase Agreement and the Smart Contract concluded between you and Lobkowicz Collections as well as any other legal relation between you and Lobkowicz Collections which relate to any NFT minted by Lobkowicz Collections that you have acquired, shall be governed by and interpreted in accordance with the laws of the Czech Republic, irrespective of its choice of law provisions.
- 13.2 All disputes arising out of or in connection with legal relations specified in Art. 13.1 shall be finally submitted to and settled by the courts of the Czech Republic. The competent court shall be determined based on the address of the registered seat of Lobkowicz Collections.
- 13.3 If you are a first acquirer of an NFT minted by Lobkowicz Collections and a consumer, you have also the right to out-of-court dispute resolution. Supervision of compliance with the obligations under Act No. 634/1992 Coll., on Consumer Protection, as amended, is exercised by the Czech Trade Inspection Authority (www.coi.cz/en/), which is also the competent authority for the out-of-court settlement of consumer disputes. You may address the Czech Trade Inspection Authority with your complaint or proposal for out-of-court settlement of a consumer dispute arising in connection with the legal relation between Lobkowicz Collections and you.

The contact details of supervisory body are:

Česká obchodní inspekce
Ústřední inspektorát – oddělení ADR
Štěpánská 44
110 00 Praha 1

Email: adr@coi.cz

Web: adr.coi.cz

You may also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.