

Terms and Conditions of Musess

Disclaimer and Risk Statement

By reading this document the User (as defined below) is aware that:

Disclaimer

The information contained in or provided from or through this Website (as defined below) is not intended to be and does not constitute financial advice, trading advice, or any other type of advice.

Risk Statement

The Blockchain technology and crypto-assets carry significant risks for users, including the possible loss of all value allocated in crypto-assets. Such risks arise from the novelty of this technology, the regulatory uncertainty, the possibility of hacking, the high volatility and the information asymmetry characterizing the crypto market. Users should not purchase crypto assets with funds they cannot afford to lose. Furthermore, the user is strongly encouraged to seek financial and legal advice regarding the use of crypto-assets and the use of our services.

Preamble

The present document (hereinafter referred to as the “**Terms & Conditions**” or “**T&C**”) governs the utilisation of www.musess.art (hereinafter referred to as the “**Website**”) and the services offered on or through the Website (hereinafter referred to as the “**Services**”).

The Website is owned and operated by Impssbl Corp., a company duly incorporated and validly existing under the laws of Delaware (U.S.A.), having its corporate seat at 9 E Loockerman St Suite 311, Dover, DE 19901, U.S.A., registered under employment identification number 87-1550819 (hereinafter referred to as the “**Ecosystem Operator**”).

The Website is available directly at www.musess.art and at the Ecosystem Operator’s website at <https://www.impssbl.com/>. The Website may also be available through other addresses or channels.

The present Terms & Conditions are entered into between you and the Ecosystem Operator. In addition, when using some features of the Services, you may be subject to specific additional terms and conditions applicable to those features.

By browsing the Website, you acknowledge that you have read and understood the Terms & Conditions and agree to be bound by them and to comply with the Terms & Conditions and all applicable laws and regulations. If you do not agree with the Terms & Conditions, you should refrain from using the Website. Please read these Terms & Conditions carefully to ensure that you understand each provision.

Your consent is given once you tick the box in the pop-up window which appears upon your first connection, and which says: “ *By continuing to use our website, you agree to our Terms & Conditions, Privacy Policy and Cookies Policy*” (hereinafter referred to as the “**Consent**”).

By giving the Consent, you confirm that your level of English is sufficient to understand legal documents as well as all the commitments, warranties, waivers, and obligations contained therein.

If you are browsing the Website on behalf of a business or other entity, you represent and warrant that you have the necessary authority to bind that business or entity to the Terms & Conditions and that you agree to the Terms & Conditions on behalf of that business or entity.

The Ecosystem Operator reserves the right at any time to unilaterally amend the Terms & Conditions without providing you notice. Any modification made to the Terms & Conditions shall be effective immediately after the upload of the updated version on the Website. Your continued use of the Website shall constitute your acceptance of the current version of the Terms & Conditions. You are advised to check these Terms & Conditions periodically to familiarise yourself with any changes to the T&C.

The User understands that the Website and the Services are only intended for use by persons over the age of eighteen (18) years.

Please read the Terms & Conditions carefully as they govern your use of the Website and the Services.

TERMS & CONDITIONS

1. Definitions and Interpretations

1.1. The following terms, as used herein, shall have the following meanings respectively unless inconsistent with the subject or context. Other capitalised terms may be defined elsewhere in these Terms & Conditions and, unless otherwise indicated, shall have such meaning throughout these Terms of Conditions.

1.1.1. "AI Protocol" shall mean a website and a separate user interface that serves as a story generator.

1.1.2. "AI Story" shall have the meaning set forth in paragraph 2.7.

1.1.3. "AML" shall mean Anti Money Laundering.

1.1.4. "Commercial Use" shall have the meaning set forth in paragraph 13.5.1.

1.1.5. "Confidential Information" shall mean any and all information of a confidential or proprietary nature (whether or not specifically labelled or identified as "confidential"), in any form or medium whatsoever, that relates to the Parties or their respective employees, customers, independent contractors, agents or other business relations, and the disclosure of which would cause harm to either of the Parties.

1.1.6. "Consent" shall have the meaning set forth in the preamble.

1.1.7. "Cookies" are small text files that are placed on the User's computer by the Website.

1.1.8. "Cookies Policy" shall mean the cookies policy available in the Website.

1.1.9. "Creator" shall mean the artist who designed the Original.

1.1.10. "Digital Ecosystem" shall have the meaning set forth in paragraph 2.12.

1.1.11. "Digital Portraits" shall have the meaning set forth in paragraph 2.2.

1.1.12. "Ecosystem Operators" shall have the meaning set forth in the preamble.

1.1.13. "Entire Agreement" shall have the meaning set forth in paragraph 3.1.

- 1.1.14. "Gas Fee" shall have the meaning set forth in paragraph 5.4.
- 1.1.15. "Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof, any entity exercising legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, any government authority, agency, department, board, commission or instrumentality, and any court, tribunal or arbitrator(s) of competent jurisdiction, and any self-regulatory organisation.
- 1.1.16. "GST" shall mean Goods and Services Tax.
- 1.1.17. "Intellectual Property" means any and all ownership or proprietary rights, rights of use or any other rights with respect to the domain names, patents and patent applications, trade secrets, trademarks and service marks, trademark and service mark registrations and applications, any other trade names, design rights, logos, copyrights, copyright registrations and applications, and any other intellectual or industrial property right in connection or related to products.
- 1.1.18. "KYB" means Know Your Business.
- 1.1.19. "KYC" means Know Your Customer.
- 1.1.20. "Laws" shall mean and include any law, regulation, or other provision that have legal effect in any jurisdiction where the Business is situated or operates;
- 1.1.21. "Musess" shall have the meaning set forth in paragraph 2.1.
- 1.1.22. "NFT" means multiple blockchain-tracked, non-fungible tokens such as those conforming to the ERC-721 standard, that incorporates, displays, depicts, or is otherwise associated with the Licensed Marks and is utilised on Impssbl's.
- 1.1.23. "Originals" shall have the meaning set forth in paragraph 2.3.
- 1.1.24. "Painting" shall have the meaning set forth in paragraph 2.4.

- 1.1.25. "Parties" shall mean The Ecosystem Operator and the User.
- 1.1.26. "Payment" shall have the meaning set forth in paragraph 5.1.
- 1.1.27. "Privacy Policy" shall mean the privacy policy available on the Website.
- 1.1.28. "Prohibited Person" shall mean any individual or legal entity that is (i) a national or resident of, or legal entity formed or incorporated within or subject to the laws of any United States embargoed or restricted country; (ii) solely with respect to the non-government sanctioned trading, mining, minting of digital assets or cryptocurrency, or support of the foregoing, a national or resident of, or legal entity formed or incorporated within, or subject to the laws of the People's Republic of China; (iii) a national or resident of, or legal entity formed or incorporated within or subject to the laws of the Republic of Cuba, Democratic People's Republic of North Korea, Islamic Republic of Iran, Libya, Republic of South Sudan, Republic of Sudan, Syrian Arab Republic, or the Crimea, Balkans, Belarus, Burma, Burundi, Central African Republic, Hong Kong, Republic of Iraq, Lebanon, Mali, Nicaragua, Ukraine, Russia, Venezuela, Yemen Zimbabwe ; (iv) included on, or affiliated with any person on, the United States Commerce Department's Denied Persons List, Entities List, or Unverified List; the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List, Specially Designated Narcotics Traffickers or Specially Designated Terrorists, or the Annex to Executive Order No. 13224; the Department of State's Debarred List; or UN Sanctions; (v) a person with whom business transactions, including exports and re-exports, are restricted by a United States Governmental Authority, including each item listed in the foregoing clauses (i), (ii), (iii), (iv) and (v) and any updates or revisions thereto and any newly published rules therefore; or (vi) a subject or

target of any other economic sanctions administered or enforced by the United Nations, the European Union or the United Kingdom.

- 1.1.29. "Sanctions" shall mean collectively sanctions administered or enforced by any country or government.
 - 1.1.30. "Services" shall have the meaning set forth in the preamble.
 - 1.1.31. "Software" shall have the meaning set forth in paragraph 13.1.4.
 - 1.1.32. "Tax", "Taxes" or "Taxation" shall mean any taxes, duties, levies, imposts, or other sums payable by reference to profits, revenue, or transactions.
 - 1.1.33. "Terms & Conditions" shall have the meaning set forth in the preamble.
 - 1.1.34. "Third-Party/Third-Parties" shall mean any other natural which is not a User.
 - 1.1.35. "User" shall mean a person or entity browsing the Website.
 - 1.1.36. "VAT" shall mean Value Added Tax.
 - 1.1.37. "Website" shall have the meaning given in the Preamble.
 - 1.1.38. "Website Content" shall have the meaning set forth in paragraph 13.1.1.
 - 1.1.39. "Whitepaper" shall mean the document published by The Ecosystem Operator to explain its vision, mission, and entrepreneurial project.
- 1.2. Except where the context requires otherwise, the Terms & Conditions will be interpreted as follows:
- 1.2.1. Headings are for convenience only and shall not affect the construction or interpretation of any provision of the Terms & Conditions;
 - 1.2.2. Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
 - 1.2.3. Words importing the singular shall include the plural and vice versa;
 - 1.2.4. Reference to Articles and Schedules are to articles and schedules of the Terms & Conditions;

- 1.2.5. All words (whether gender-specific or gender-neutral) shall be deemed to include each of the masculine, feminine and neutral genders;
- 1.2.6. The ejusdem generis (of the same kind) rule will not apply to the interpretation of the Terms & Conditions, accordingly, include and including will be read without limitation;
- 1.2.7. A reference to any document (including the Terms & Conditions) is to that document as amended, consolidated, supplemented, novated, or replaced from time to time in terms thereof;
- 1.2.8. A reference to a statute or statutory provision includes, to the extent applicable at any relevant time;
- 1.2.9. That statute or statutory provision as from time to time consolidated, modified, re-enacted or replaced by any other statute or statutory provision whether before or after the date of these Terms & Conditions;
- 1.2.10. Any subordinate legislation or regulation made under the relevant statute or statutory provision; and
- 1.2.11. References to writing include any mode of reproducing words in a legible and non-transitory form and shall include email or other electronic communication.

2. Musess

- 2.1. The Ecosystem Operator created a collection of digital artworks existing in the form of NFTs hosted on the Ethereum blockchain (hereinafter referred to as "**Musess**").
- 2.2. Musess is a collection of nine hundred and ninety-nine (999) digital portraits celebrating a borderless, inclusive and unveiled female beauty (hereinafter referred to as the "**Digital Portraits**").
- 2.3. The Digital Portraits are divided into two categories: there are one hundred (100) Digital Portraits that have been hand-drawn by an artist (hereinafter referred to as the

“Originals”), while the other eight hundred and ninety-nine (899) have been digitally painted by an artificial intelligence.

- 2.4. The possession of each Original entitles the holder to demand the delivery of a physical copy (hereinafter referred to as the **“Painting”**) according to the modalities established by the Ecosystem Operator.
- 2.5. Each Digital Portraits is linked to a story that serves to describe the subject in the portrait and its context.
- 2.6. The stories linked to the Originals were written by writers.
- 2.7. The remaining stories (i.e. those that do not fall into the category described in paragraph 2.6) were generated through AI Protocol (hereinafter referred to the **“AI Stories”**).
- 2.8. A single digital wallet (hereinafter referred to as the **“Wallet”**) can buy a maximum of twenty (20) Digital Portraits.
- 2.9. A single User can register with only one Wallet.
- 2.10. Users are entirely responsible for the safety management of their own private digital wallets and validating all transactions and smart contracts generated through the Website. As the Musess smart contract runs on the Ethereum network, there is no ability to undo, reverse, or restore any transactions.
- 2.11. This Website and its related services are provided *“as is”* and *“as available”* without warranty of any kind. By using the Website, the User is accepting sole responsibility for any and all transactions involving the Digital Portraits.
- 2.12. The digital ecosystem regarding Musess shall comprise Musess websites (whose domain names include but are not limited to the Website), mobile applications, applets and other applications that are developed to offer the Services, and includes independently operated platforms, websites, and projects within the ecosystem (hereinafter referred to as the **“Digital Ecosystem”**).

- 2.13. Musess is controlled by the Ecosystem Operator. Any duties or obligations remains to the Ecosystem Operators. Musess itself is not a legal subject and cannot assume responsibilities or obligations.
- 2.14. Given the high level of uncertainty over the legal framework concerning crypto-assets and for the purpose of mitigating the regulatory risks associated with such uncertainty, the Ecosystem Operator may change. In this case, the new legal entities shall be considered as Ecosystem Operator and shall meet their obligations under the Terms & Conditions. Any change in the Ecosystem Operator legal structure shall not affect the rights and obligations arising from the Terms & Conditions. In case of a dispute, the plaintiff shall determine the counterparties depending on the relevant services and the particular actions or omissions that affect the rights or interests of the plaintiff.

3. Entire Agreement & Severability

- 3.1. These Terms & Conditions, the Privacy Policy, the Cookies Policy and the Disclaimer are subject to any amendments or modifications made by the Ecosystem Operator from time to time and shall constitute the entire agreement between you and the Ecosystem Operator with respect to the use of the Website (hereinafter referred to as the "**Entire Agreement**").
- 3.2. If any provision of the Terms & Conditions or, in general, of the Entire Agreement, is found to be invalid by a court or another competent jurisdiction, that provision only will be limited to the minimum extent necessary, and the remaining provisions will remain in full force and effect.

4. The Ecosystem Operator's Role

- 4.1. The Ecosystem Operator only provides the IT infrastructure, through the Website for the transactions to be initiated.

- 4.2. The Website does not constitute and should not be seen as a recommendation or endorsement of the quality, healthiness, service level, qualification, or rating of the Services. In particular, the Website is not deemed to provide (and must not be held as such) any advice relating to your decision whether or not to use our Services by becoming a User and must not be considered as providing complete information in relation to such a decision.
- 4.3. The Website only aims to promote the Services provided on it.
- 4.4. Please note that the tokens associated with the Ecosystem Operator and to Musess hold no intrinsic value whatsoever. We make no promises or warranties whatsoever of possible gains or returns, in cash or in any other form. The User can potentially lose all its contribution. The Digital Portraits do not qualify as securities or as any type of financial instrument
- 4.5. The Ecosystem Operator does not guarantee in any way the success or full execution of its projects and of its roadmaps.
- 4.6. The Ecosystem Operator is not a bank, a security firm, an asset manager, a portfolio manager, or an investment advisor.
- 4.7. The Ecosystem Operator is not a financial institution or a financial service provider.
- 4.8. The Ecosystem Operator has not received any license or authorisation by the SEC, FINMA or any other regulatory authority.
- 4.9. The Ecosystem Operator does not, and shall not at any time, give any financial advice whatsoever, including with regards to the appointment of tokens or any other crypto assets. Please note that the Ecosystem Operator is not acting as a financial institution or as a financial service provider in the framework of the public sale or in any other context, nor the Ecosystem Operator is issuing or offering any financial instrument.

5. Usage of the Ethereum Network

- 5.1. If the User elects to purchase a Digital Portrait through the Website, any financial transactions that the User engages in will be conducted through the Ethereum network (hereinafter referred to as the “**Payment**”).
- 5.2. The Ecosystem Operator will have no insight into or control over the Payments or transactions, nor do the Ecosystem Operator has the ability to reverse any transactions.
- 5.3. The Ecosystem Operator will have no liability to the User or to any third party for any claims or damages that may arise as a result of any Payments or transactions that the User engages in any other Payments or transactions that you conduct via the Ethereum network.
- 5.4. Ethereum requires the payment of a transaction fee (hereinafter referred to as the “**Gas Fee**”) for every transaction that occurs on the network. The Gas Fee funds the network of computers that run the decentralised Ethereum network. This means that the User will need to pay a Gas Fee for each transaction.

6. Privacy Policy

- 6.1. The User agrees that the Ecosystem Operator may collect, process, and use personal data about you according to the Privacy Policy, which sets out the terms on which we process any personal data we collect from the User, or that the User provides to the Ecosystem Operator.
- 6.2. By using the Website, the User consents to process its personal data.
- 6.3. The User warrants that all data provided is accurate, complete and updated.
- 6.4. The Cookies are widely used in order to make the Website work, or work more efficiently, as well as to provide information to the Ecosystem Operator.

- 6.5. The Cookies are used to collect information about how Users use the Website. The Ecosystem Operator uses the information provided by the Cookies to compile reports and to improve the Website.
- 6.6. The Cookies collect information in an anonymous form, including, but not limited to, the number of the Users on the Website, where the Users have come to the Website from and the pages they visited.
- 6.7. By using the Website, the User agrees that the Ecosystem Operator can place the Cookies on its device.

7. Musess Requirements

- 7.1. By accessing the Website, the User represents and warrants that:
 - 7.1.1. as an individual, it is at least eighteen (18);
 - 7.1.2. as an individual, legal person, or other organization, it has full legal capacity and sufficient authorizations to enter into these Terms;
 - 7.1.3. it has not been previously suspended or removed from using the Services;
and
 - 7.1.4. Its use of the Services will not violate any and all laws and regulations applicable to the User, including but not limited to regulations on AML, anti-corruption, and counter-terrorist financing.

8. User obligations, representations and warranties

- 8.1. By accessing the Website and using the Services, the User represents and warrants that it has not been included in any trade embargoes or economic sanctions list (such as the United Nations security council sanctions list), the list of specially designated nationals maintained by OFAC (the office of foreign assets control of the U.S. Department of the treasury), or the denied persons or entity list of the U.S. Department of commerce. The Ecosystem Operator reserves the right to choose markets and jurisdictions to conduct business and may restrict or refuse, in its

discretion, the provision of the Services in certain countries or regions such as in section 1.1.30.

- 8.2. Please note that some Services may not be available in certain jurisdictions or regions or to certain Users. The Ecosystem Operator reserves the right to change, modify or impose additional restrictions at its discretion at any time.
- 8.3. As a condition to accessing or using the Website, the User:
 - 8.3.1. will only use the Services and the Website for lawful purposes and following the Terms & Conditions;
 - 8.3.2. will ensure that all information that you provide on the Website is current, complete, and accurate and
 - 8.3.3. will maintain the security and confidentiality of access to its cryptocurrency wallet address.
- 8.4. As a condition to accessing or using the Website or the Services, the User will not:
 - 8.4.1. Violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws and any relevant and applicable privacy and data collection laws, in each case as may be amended.
 - 8.4.2. Use the Marketplace for any unlawful purpose;
 - 8.4.3. Export, re-export, or transfer, directly or indirectly, any Ecosystem Operator's technology in violation of applicable export laws or regulations;
 - 8.4.4. Infringe on or misappropriate any contract, intellectual property or other third-party rights, or commit a tort while using the Website;
 - 8.4.5. Misrepresent the truthfulness, sourcing or reliability of any content on the Website;
 - 8.4.6. Use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from thoroughly enjoying the Website or that

could damage, disable, overburden, or impair the functioning of the Website or the Ecosystem Operator in any manner;

- 8.4.7. Attempt to circumvent any content-filtering techniques or security measures that the Ecosystem Operator employs on the Website, or attempt to access any service or area of the Website that it is not authorised to access;
- 8.4.8. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Website to extract data;
- 8.4.9. Introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Website;
- 8.4.10. Post content or communications on the Website that are, in our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- 8.4.11. Post content on the Website containing unsolicited promotions, commercial messages or any chain messages or user content designed to deceive or trick the user of the Website; or
- 8.4.12. Encourage or induce any third party to engage in any of the activities prohibited under the Terms & Conditions.

9. Urser's wallet usage requirement

- 9.1. If the User suspects or becomes aware of any unauthorised use of its wallet, it should notify the Ecosystem Operator immediately.
- 9.2. The Ecosystem Operator assumes no liability for any loss or damage arising from the use of the User's wallet by any third party with or without the User's authorisation.

10. Security

- 10.1. The User agrees to be solely responsible for taking the necessary security measures to protect their wallet and other personal information.
- 10.2. The User should be solely responsible for keeping safe its wallet and be responsible for all the Payments and transactions under its wallet.
- 10.3. The Ecosystem Operator assumes no liability for any loss or consequences caused by authorized or unauthorized use of the User's wallet, including but not limited to information disclosure, information release, consent, or submission of various rules and agreements by clicking on the website, online agreement renewal, etc.
- 10.4. By creating the Wallet, the User hereby agrees that:
 - 10.4.1. it will notify the Ecosystem Operator immediately if it is aware of any unauthorized use of its wallet or any other violation of security rules;
 - 10.4.2. it will strictly abide by all mechanisms or procedures of Musess regarding security, authentication, trading, charging, and withdrawal; and;
 - 10.4.3. it will take appropriate steps to log out from Musess at the end of each visit.

11. Prohibited Actions

- 11.1. The User is entitled to use the Website only in conformity with the laws of its country of residence and of the country from which it accesses the Website.
- 11.2. The User may solely make legal use of the Website and any illegal or inappropriate use of the Website is banned. In particular, the User agrees to browse the Website lawfully and without any violation of the Terms & Conditions or any applicable law and agrees not to do any of the following actions in connection with its use of the Website:
 - 11.2.1. access or use the Website in any manner that could interfere with, disrupt, negatively affect, or inhibit anyone from fully enjoying the Website, including, but not limited to, defamatory, harassing, threatening, bigoted, hateful, vulgar, obscene, pornographic, or otherwise offensive behavior or content;

- 11.2.2. access or use the Website for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms & Conditions or any other terms or policies provided in connection with the Website;
- 11.2.3. intimidate or harass any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity;
- 11.2.4. damage, disable, overburden, or impair the functionality of the Website in any manner;
- 11.2.5. distribute or post spam, unsolicited or bulk electronic communications, advertising, solicitations, promotional materials, chain letters, or pyramid schemes;
- 11.2.6. upload, post, transmit, distribute, or otherwise make available any material that contains software viruses, malwares, ransomwares or spywares or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware, mobile devices or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Users or of the Ecosystem Operator;
- 11.2.7. export or re-export any applications, code or tools developed by and proprietary to the Ecosystem Operator except as in strict compliance with the export control laws of any relevant jurisdictions and in accordance with posted rules and restrictions;
- 11.2.8. use any robot, spider, crawler, scraper, or other automated means or interface not provided or authorized by the Ecosystem Operator to access the Website or to extract data or information from the Website;

- 11.2.9. commercialize any application, code, or any information or software associated with such application and/or the Website without the prior consent of the Ecosystem Operator;
- 11.2.10. upload, post, transmit, distribute, store, or otherwise make publicly available on the Website any personal data of Users, or of any Third-party without the person's prior explicit consent;
- 11.2.11. harvest or otherwise collect information or data about Users without their consent or use automated scripts to collect information from or otherwise interact with the Website;
- 11.2.12. upload, post, transmit, distribute, store, or otherwise make available content that, in the sole judgment of the Ecosystem Operator, is objectionable, misleading or which restricts or inhibits any other person from using the Website, or which may expose the Ecosystem Operator or its Users to any harm or liability of any type;
- 11.2.13. upload, post, transmit, distribute, store, or otherwise make available content that would constitute, encourage, or provide instructions for a criminal offense;
- 11.2.14. copy, modify, distribute, sell, or lease any part of the Website;
- 11.2.15. reverse engineer or attempt to extract the source code of the Website;
- 11.2.16. interfere or attempt to disrupt the Website in any way;
- 11.2.17. circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Website, or third parties;
- 11.2.18. infringe upon or violate the rights of The Ecosystem Operator, the Users or any third-party; and
- 11.2.19. facilitate or assist another person to do any of the above acts.

12. NFT Sweepstakes Rules

12.1. No purchase is necessary to enter or win. A purchase does not increase the chances of winning. Musess is not a lottery.

12.2. The User's involvement or participation in the sweepstake does not in any way constitute any form of consideration either monetary or performance based.

12.3. Eligibility:

12.3.1. The sweepstakes (hereinafter referred to the "**Sweepstakes**") is open to all individuals via the Website, the social media platforms of Musess and selected partners. Participants must be eighteen (18) as of the date of entry. The Sweepstakes is only open to legal residents of the compliant countries defined in section 1.1.28.

12.3.2. above in section and is void where prohibited by law.

12.3.3. Employees of the Ecosystem Operator, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers, and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

12.3.4. By participating, the User agrees to be fully unconditionally bound by these rules (hereinafter referred to as the "**Rules**"), and it represents and warrants that it meets the eligibility requirements set forth herein. The Sweepstakes is subject to all applicable federal, state and local laws.

12.4. Sweepstakes Period:

12.4.1. Entries will be specified according to the timeline communicated on the Website, the social media platforms of Musess and selected partners.

12.4.2. The procedure to enter will be specified on social media platforms, the Website, and selected partners. The entry must fulfil all Sweepstakes requirements, as specified, to be eligible to win a reward. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Ecosystem Operator.

12.4.3. The User may enter only once, and it must fill in the information requested.

12.4.4. The User may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If the User uses fraudulent methods or otherwise attempt to circumvent the Rules, its submission may be removed from eligibility at the sole discretion of the Ecosystem Operator.

12.5. Rewards

12.5.1. Participant winners will receive list rewards/approximate retail value. Actual/appraised value may differ at the time of reward. The specifics of the rewards shall be solely determined by the Ecosystem Operator. Any and all reward-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of reward or request for the cash equivalent by winners is permitted. Acceptance of rewards constitutes permission for the Ecosystem Operator to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

12.6. Odds:

12.6.1. The odds of winning depend on the number of eligible entries received.

12.7. Winner Selection and Notification:

12.7.1. Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Ecosystem Operator. Winners will be notified via social

media platforms, via the Musess website, or selected partners. The Ecosystem Operator shall have no liability for a winner's failure to receive notices due to winner's spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the reward within 48 hours from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required and the reward may be forfeited.

12.7.2. The receipt by the winner of the reward offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations.

12.7.3. Any violation of these official rules by any winner (at the Ecosystem Operator's sole discretion) will result in such winner's disqualification as winner of the Sweepstakes, and all privileges as winner will be immediately terminated.

12.8. Rights Granted by the User:

12.8.1. By entering this content, the User understands that the Ecosystem Operator, anyone acting on behalf of the Ecosystem Operator, or its respective licensees, successors, and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, the User's entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

12.9. Terms:

- 12.9.1. The Ecosystem Operator reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such a case, the Ecosystem Operator may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the Ecosystem Operator. The Ecosystem Operator reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Rules.
- 12.9.2. The Ecosystem Operator has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to
 - 12.9.2.1. multiple entries from the same user from different IP addresses;
 - 12.9.2.2. multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or
 - 12.9.2.3. the use of bots, macros or scripts or other technical means for entering.
- 12.9.3. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws, and should such an attempt be made; the Ecosystem Operator reserves the right to seek damages from any such person to the fullest extent permitted by law.

12.9.4. By entering the Sweepstakes, the User agrees to receive email newsletters periodically from the Ecosystem Operator. You can opt out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

12.10. Limitation of Liability:

12.10.1. The User agrees to release and hold harmless the Ecosystem Operator and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; and (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.

12.11. Winners List:

12.11.1. Winners of the Sweepstakes will be selected in a random drawing. The list of Winners will be communicated via social media platforms, the Website, and selected partners.

12.12. Non-Affiliation:

12.12.1. This promotion is in no way endorsed, or administered by, or associated with Facebook, Twitter, Discord, Telegram, Instagram, Snapchat, YouTube, Pinterest, LinkedIn, or Google. You understand that you are providing your information to the owner of this Sweepstakes and not to Facebook, Twitter,

Discord, Telegram, Instagram, Snapchat, YouTube, Pinterest, LinkedIn or Google, or any other social media platforms.

13. Intellectual Property

13.1. Intellectual Property Rights

13.1.1. Intellectual property rights and all other proprietary rights in relation to the content available on the Website, including but not limited to the logo, software, mobile software, algorithms, codes, audio, video, text, animations, files, photographs designs, graphics, layouts, images, video, information, and their selection and arrangement (hereinafter referred to as the “**Website Content**”), are the exclusive property of the Ecosystem Operator or its licensors. Our rights to the Website Content include rights to:

13.1.1.1. the Website;

13.1.1.2. the digital contents embodied into the NFTs;

13.1.1.3. all designs, logos, layouts, software, displayed, and technical information associated with the Website.

13.1.2. All Intellectual property rights in the Website Content not expressly granted herein are reserved to the Ecosystem Operator. All copyright and other proprietary notices shall be retained on all reproductions.

13.1.3. Any other use of the Website Content, including without limitation distribution, reproduction, modification, making available, communicating to the public, publicly performing, frame, download, display, or transmission, in whole or in part, without the prior written consent of the Ecosystem Operator is strictly prohibited.

13.1.4. The User may not derive or attempt to derive the source code of all or any portion of the software or mobile software (hereinafter referred to as the “**Software**”), permit any third party to derive or attempt to derive such source

code, or reverse engineer, decompile, disassemble, or translate the Software or any part thereof.

- 13.1.5. The Ecosystem Operator and its licensors own and shall retain all Intellectual property rights and other rights in and to the Software, and any changes, modifications, or corrections thereto, subject to open-source software used in relation to the Website.
- 13.1.6. If a User uses an AI Story for commercial purpose, the User shall pay a one per cent (1%) royalty to the Ecosystem Operator. The aforementioned royalty shall be calculated on the total proceeds generated by the commercial use of the AI Story.
- 13.1.7. If the holder of the NFT decides to use the story of the Original, written by a writer, the writer can choose to license it directly, retaining the percentage they want. In this case, the Ecosystem Operator will not retain any percentage.
- 13.1.8. At the end of the project, the Ecosystem Operator shall ask the community to vote on the five (5)the five stories they deem the best ones. The five (5) Digital Portraits related to those stories will become the protagonist of an NFT graphic novel which will be given for free to the community. The Ecosystem Operator will retain seventy-five per cent (75%) of the royalties generated by the licencing of the intellectual property rights, while the holders of the five (5) NFT will retain, together, fifteen per cent (15%) of the royalties, and and the remaining ten per cent (10%) will be allocated to the creation and development of the future DAO.

13.2. Ownership

- 13.2.1. Each Digital Portrait is an NFT on the Ethereum blockchain. When the User purchases an NFT, you own the underlying character and the AI-made story associated with it. Ownership of the NFT is mediated entirely by the smart contract and the Polygon Network.
 - 13.2.2. The Ecosystem Operator maintains the sole ownership of the intellectual right related to every NFT. The holder of each NFT is entitled to a free, exclusive and perpetual license over the intellectual property rights related to the file embodied in the NFT.
 - 13.2.3. The individual owner has full intellectual property rights on the visuals of the Digital Portrait it owns.
- 13.3. Profit repartition
- 13.3.1. The distribution of profits from the sale of artworks, once the costs and expenses incurred have been subtracted from the total revenue (such as, but not limited to, marketing costs, site management costs, salaries, etc.), is divided as follows:
 - 13.3.1.1. thirty per cent (30%) of the total amount goes to the Creator;
 - 13.3.1.2. sixty-five per cent (65%) of the total amount goes to the Ecosystem Operator; and
 - 13.3.1.3. five per cent (5%) of the total amount goes to a women-empowering association chosen by the community of the Users.
 - 13.3.2. The selling of the NFTs generates a 7.5% secondary revenue, divided as follows:
 - 13.3.2.1. For the Originals: the Ecosystem Operators gives to the writers the 1.5%, to the Creator 3% and keeps the 3%; and

13.3.2.2. For the **AI Painting**: the Ecosystem Operator gives to the Creator the 1% and keeps the 6.5%.

13.4. License Issuing

13.4.1. The license for the Digital Portrait shall be issued to the Users who purchased the NFT.

13.5. Commercial Use

13.5.1. Subject to the User's continued compliance with these Terms & Conditions, the Ecosystem Operator grants the User an unlimited, worldwide license to use, copy, and display the purchased Digital Portrait for the purpose of creating derivative works based upon the Digital Portrait (hereinafter referred to as the "**Commercial Use**"). Examples of such Commercial Use would e.g. be the use of the Digital Portrait to produce and sell merchandise products (T-Shirts etc.) displaying copies of the Digital Portrait. For the sake of clarity, nothing in this Section will be deemed to restrict the User from (i) owning or operating a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies each NFTs owner's rights to display the Digital Portrait for their NFTs to ensure that only the actual owner can display the Digital Portrait; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of NFTs generally, provided that the third party website or application cryptographically verifies each NFTs owner's rights to display the Digital Portrait for their NFTs to ensure that only the actual User can display the Digital Portrait, and provided that the Digital Portrait is no longer visible once the User of the Purchased NFT leaves the Website/application; or (iii) earning revenue from any of the foregoing.

- 13.5.2. The User understands that the Ecosystem Operator may, at any time and without notice, restrict the Commercial Use of the Digital Portrait if the User breaches any of the terms of the Terms & Conditions or uses the Digital Portrait to promote messages of hatred, discrimination, intolerance or violence.
- 13.5.3. The Ecosystem Operator, expressly reserves all Intellectual property rights in all text, programs, products, processes, technology, content, source code, object codes, layouts, and other materials, which appear on the Website.
- 13.5.4. Access to the Website does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party's intellectual property rights. Any use of the Website including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without the prior consent of the Ecosystem Operator.

14. Using the APIs

- 14.1. All of the information and other content displayed on, transmitted through, or used in connection with the Website, including for example, advertising, directories, guides, articles, opinions, reviews, text, photographs, images, illustrations, audio clips, video, html, source and object code, software, data, the selection and arrangement of the aforementioned and the “look and feel” of the Websites (collectively, the “**Content**”), are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the intellectual property of the Ecosystem Operator, and its affiliated companies, licensors and suppliers.
- 14.2. Musess actively protects its rights to the content to the fullest extent of the law. The User may not, for example, republish the content on any Internet, Intranet or Extranet site or incorporate the Content in any database, compilation, archive, or cache or

store the Content in electronic form on your computer or mobile device unless otherwise expressly permitted by the Ecosystem Operator.

- 14.3. The User may not distribute any of the Content to others, whether or not for payment or other consideration, and you may not modify, copy, frame, reproduce, sell, publish, transmit, display, or otherwise use any portion of the Content. The Content includes logotypes, trademarks, and service marks (collectively "Marks") owned by the Ecosystem Operator, and Marks owned by other information providers and third parties.

15. Survival

- 15.1. All provisions of the Terms & Conditions, which by their nature extend beyond the expiration or termination of the Terms & Conditions, including, without limitation, sections pertaining to suspension or termination, the wallet cancellation, debts owed to the Ecosystem Operator, the general use of the Website, disputes with Ecosystem Operator, and general provisions, shall survive the termination or expiration of the Terms & Conditions.

16. No Waiver

- 16.1. The Ecosystem Operator's failure to enforce a provision of the Terms & Conditions does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or these Terms as a whole.
- 16.2. If the User is in contravention of any of the Terms & Conditions and the Ecosystem Operator refrains from taking action against the User, the Ecosystem Operator's forbearance does not constitute a waiver and the Ecosystem Operator may nonetheless take action against you in the future or if you violate

17. Modifications

- 17.1. The Ecosystem Operator reserves the right to make any changes to the Terms & Conditions, at its sole discretion. The User continued use of the Website after any

such changes, with or without having explicitly accepted the new Terms & Conditions, shall constitute your consent to such changes.

- 17.2. If the user does not agree to such changes, it has no right to obtain information or access to the Website and must immediately cease use of it. The User is responsible for regularly verifying the Terms & Conditions in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website.

18. The Website

- 18.1. The Website is provided to you on an “as is” basis, without warranties of any kind, either expressed or implied, to the maximum extent permitted under applicable law.
- 18.2. The Ecosystem Operator grants the User a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Website and its content for its personal, non-commercial use, and to display the content of the Website exclusively on its computer screen or on other devices (such as smartphones or tablets), subject to its compliance with the Terms & Conditions and the Ecosystem Operator’s policies.
- 18.3. All other uses are prohibited without the Ecosystem Operator’s prior written consent.
- 18.4. Except as otherwise agreed upon, if the Ecosystem Operator enables the use of software, content, virtual items, or other materials owned or licensed by the Ecosystem Operator (hereinafter referred to as the “**Software and Content**”), the Ecosystem Operator hereby grants the User a non-exclusive, non-transferable, non-sublicensable and revocable, worldwide license to access and use the Software and Content solely for personal and non-commercial purposes, conditioned on its compliance with the Terms & Conditions.
- 18.5. The User will not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon,

distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and Content, except as expressly permitted by the Ecosystem Operator or as permitted under applicable law. Any unauthorised use of the Software and Content is strictly prohibited and will terminate the license granted in the Terms & Conditions.

- 18.6. No licenses or rights are granted to the User by implication or otherwise, except for the licenses and rights expressly granted to the User.
- 18.7. If the User provides the Ecosystem Operator with any feedback or comments regarding the Website, it grants the Ecosystem Operator the right to use such feedback or comments for any purpose without restriction or payment to the User.

19. Trademarks

- 19.1. Musess's names and logos and all related product and service names, design marks, and slogans are the trademarks or service marks of the Ecosystem Operator or its licensors. No trademark or service mark license is granted in connection with the materials contained on the Website.
- 19.2. Access to the Website does not authorise anyone to use any name, logo, or mark in any manner whatsoever.
- 19.3. The Musess and the Ecosystem Operator marks and logos are trademarks. The use or the display of these trademarks without explicit written permission of the Ecosystem Operator is prohibited.
- 19.4. Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any right or license to use any of the Musess marks without the prior explicit written consent of the Ecosystem Operator.
- 19.5. The trademark together with the other graphics, logos, layouts, designs, page headers, button icons, scripts, and service names on the Website are the trademarks or trade dress of the Ecosystem Operator (hereinafter referred to as the "**Marks**").

- 19.6. The User may not use the Marks, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion or create the impression that the Ecosystem Operator endorses any product or service.
- 19.7. The User may not reproduce or use the Marks without the prior written permission of the Ecosystem Operator.
- 19.8. Other IPs
 - 19.8.1. nothing herein gives the User any rights to any other trademarks or other intellectual property rights belonging to the Ecosystem Operator including, without limitation, Impssbl, Musess, Superclothes, Imaginary Women and the associated logos. All these rights are expressly reserved in the name of the Ecosystem Operator.

20. Reservation Of Rights

- 20.1. The Ecosystem Operator may block, terminate, or suspend the User's ability to use or access the Website, in whole or in part, without notice and at all times, at the sole discretion of the Ecosystem Operator, as well as close or interrupt the Website.
- 20.2. The Ecosystem Operator reserves the right to terminate the User's right to access and use the Website if it violates the Terms & Conditions or any other terms, laws, or policies referenced herein, or if you otherwise create risk or possible legal exposure for the Ecosystem Operator.
- 20.3. The Ecosystem Operator reserves the right to initiate legal proceedings against any person for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of the Terms & Conditions.

21. Availability

- 21.1. The Website and content may not be available in all territories and jurisdictions, and we may restrict or prohibit the use of all or a portion of the Website and content in certain territories and jurisdictions.
- 21.2. The English language version of the Terms & Conditions shall be the prevailing version in the event of any discrepancy between any translated versions of the Terms & Conditions.

22. Network Costs

- 22.1. The User may be charged by your network provider for data services, or any other third-party charges as may arise while using the Website and you accept responsibility for such charges.
- 22.2. If the User is not the bill payer, we will assume that it has received permission from the bill payer.

23. Downtime

- 23.1. Since the Website is web-based, it might be subject to temporary downtime.
- 23.2. From time to time the Ecosystem Operator also updates or maintains the Website, which will result in the Website not being available for a certain period of time. The Ecosystem Operator does not warrant that the Website operates uninterrupted or error-free.
- 23.3. The Ecosystem Operator is not responsible for any damages or losses suffered by the User as a result of any failure or interruption of the Website or suspension of its access to the Website

24. Computer Malware

- 24.1. The Ecosystem Operator shall not bear any liability, whatsoever, for any damage or interruptions caused by any computer malware, spyware, or scareware that may

affect the Parties' computer or other equipment, or any phishing, spoofing or other attack.

24.2. The Ecosystem Operator advises the regular use of a reputable and readily available virus screening and prevention software. The Parties should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from Musess.

24.3. The User shall always access into its wallet through the Website to review any transactions or required actions if it has any uncertainty regarding the authenticity of any communication or notice.

25. Data Protection

25.1. The Ecosystem Operator shall manage the personal data of the Users, his shareholders, beneficial owners, advisors and/or employees as per the requirements of the EU REGULATION 2016/679 on data protection, also referred as the General Data Protection Regulation (hereinafter referred to as the "**GDPR**").

25.2. Personal Data:

25.2.1. The Ecosystem Operator agrees and consents to gathering personal data and other information relating to the User for the purposes of fulfilling the Terms & Conditions, including to facilitate the issuance and transfer of the Digital Portrait and to comply with laws and legal requirements.

25.3. GDPR Compliance:

25.3.1. The Ecosystem Operator is committed to ensuring the protection of all personal data that the Ecosystem Operator holds and to protect all such data. The Ecosystem Operator recognizes its obligations in updating and expanding this program to meet the developing requirements of GDPR or similar international requirements. The Ecosystem Operator is dedicated to

safeguarding all personal information under its control and in maintaining a system that meets our obligations under the GDPR requirements.

- 25.3.2. If the User is a resident of the European Union, it has the right to file a complaint concerning its data protection with the competent supervisory authority, for instance, the French EU Data Protection Authority. The User can contact them as follows CNIL, Commission Nationale de l'Informatique et des Libertés, 3 Place de Fontenoy TSA 80715, 75334 PARIS CEDEX 07, France, Tél: +33 (0)1.53.73.22.22, Fax: +33 (0)1.53.73.22.00
- 25.4. Cross-Border Data:
- 25.4.1. Information that the Ecosystem Operator collects may be stored and processed in and transferred between any of the countries in which the Ecosystem Operator operates or utilizes services to enable the use of the information in accordance with these Terms of Use.
- 25.4.2. The User agrees to such cross-border transfers of personal information.
- 25.5. The Ecosystem Operator does not keep any personal data related to its KYC/AML procedures following its handover.
- 25.6. The Ecosystem Operator also does not save/keep any KYC data in its databases at any time.
- 25.7. The Ecosystem Operator will not share any KYC/AML data with any third parties, except if necessary, its KYC software provider, unless complying with relevant authorities and regulations.
- 25.8. Protecting the User's privacy is very important to the Ecosystem Operator. Before accessing and using any of the Services, the User shall be required to review and consent to the Privacy Policy.

26. Limitations Of Damage and Liability

- 26.1. In no event shall the Ecosystem Operator, its affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, be liable for indirect, special, incidental, consequential or other losses of any kind, in tort, contract or otherwise (including but not limited to loss of revenue, income or profits, and loss of use or data), arising out of or in connection with any acceptance of or reliance on the Whitepaper and the Terms & Conditions, or with the use of the Website and/or the Services.
- 26.2. The Terms & Conditions set out the full extent of the Ecosystem Operator's obligations and liabilities with respect to the Website. To the maximum extent possible by law, the Ecosystem Operator excludes all and any warranty, guaranty, and responsibility in relation to or subsequent to the Website, its content, and the Services.
- 26.3. The foregoing limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states or jurisdictions do not allow the exclusion or limitation of certain damages, so some or all of the exclusions and limitations set forth above may not apply to the User.
- 26.4. The Ecosystem Operator will not be held liable for any loss of crypto-assets and/or other damage incurred by you as a result of the transfer of crypto-assets from/to the User's wallet or loss of key or attack to the User's wallet.
- 26.5. Without limiting the foregoing, the User hereby understands and agrees that the Ecosystem Operator will not be liable for any losses or damages arising out of or relating to:
- 26.5.1. Any inaccuracy, defect, or mission of digital assets and price data;
 - 26.5.2. Any error or delay in the transmission of such data;
 - 26.5.3. Interruption in any such data;

- 26.5.4. Regular or unscheduled maintenance carried out by the Ecosystem Operator and Service interruption and change resulting from such maintenance;
 - 26.5.5. Any damages incurred by other users' action, omission, or violation of the Terms & Conditions;
 - 26.5.6. Any damage caused by illegal actions of other third parties or actions without authorized by the Ecosystem Operator; and
 - 26.5.7. Other exemptions mentioned in disclaimers and platform rules issued by finance.
- 26.6. To the maximum extent permitted by applicable law, in no event will the Ecosystem Operator, its affiliates and their respective shareholders, members, directors, officers, employees, attorney, agents, representatives, suppliers, or contractors be liable for any incidental, indirect, special, punitive, consequential or similar damages or liabilities whatsoever, even if the Ecosystem Operator has been advised of the possibility of such damages except to the extent of a final judicial determination that such damages were a result of the Ecosystem Operator's gross negligence, fraud, willful misconduct or intentional violation of law.
- 26.7. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to the User.

27. Force Majeure

- 27.1. The Ecosystem Operator shall not be liable for delays, failure in performance or interruption of service which result directly or indirectly from:
- 27.1.1. Any cause or condition beyond the Ecosystem Operator's reasonable control, including but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software,

other catastrophe or any other occurrence which is beyond the Ecosystem Operator's reasonable control and shall not affect the validity and enforceability of any remaining provisions.

27.1.2. These include pandemic-related events and lockdown restrictions, defined here as force majeure.

28. Indemnification

28.1. The User agrees to indemnify and hold the Ecosystem Operator, its affiliates, and each of their respective officers, directors, agents, joint venturers, employees and representatives, harmless from any claim or demand (including attorneys' fees and any fines, fees or penalties imposed by any regulatory authority) arising out of or related to:

28.1.1. Its breach of these Terms & Conditions;

28.1.2. Its use of, or inability to use, the Website;

28.1.3. Its violation of the Terms & Conditions or any other applicable terms, policies, warnings, warranties, or instructions provided by the Ecosystem Operator or a Third-party in relation to the Website;

28.1.4. Its use of the Services; and

28.1.5. Its violation of any applicable law or any rights of any Third-party.

29. Links

29.1.1. The Website may contain links that direct you to third-party websites. The Ecosystem Operator rejects any liability on said Third-party websites, which are solely provided in the Users interest.

29.1.2. The Ecosystem Operator has no influence on the content of third-party websites. The Ecosystem Operator, therefore, cannot assume any guarantee for the accuracy, completeness, or safety of this Third-party content.

30. Liability and Disclaimer

30.1. Limitations of Liability for Gas, Failed Transactions, Smart Contract Bugs

30.1.1. The User agrees to hold the Ecosystem Operator harmless for any losses incurred as a consequence of the use of the Website and/or the Services. These potential losses include any gas fees for failed transactions, any excessive gas fees charged due to website or smart contract bugs, and any loss of any Digital Portrait due to Website or smart contract bugs.

30.2. Risk Assumption of NFTs

30.2.1. The User accepts and acknowledges each of the following:

30.2.1.1. to the extent that the User sells its NFT, please be aware that the prices of NFTs are extremely volatile, and fluctuations in the prices of other NFTs impact the price of its NFT both positively and negatively. Given the volatility, NFTs such as the Digital Portrait should not be considered an investment. The User assumes all risks in that connection and acknowledges that there is no intrinsic value to the Digital Portrait.

30.2.1.2. Ownership of a Digital Portrait confers ownership of digital artwork only.

30.2.1.3. Accordingly, no information on the Website (or any other documents mentioned therein) is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on the Website qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. Due to the artistic nature of the project, Musess has not been registered

with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of the Digital Portrait and the associated art is in compliance with laws and regulations in your jurisdiction.

30.2.1.4. You assume all 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.

30.2.1.5. NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value for your Digital Portrait. You understand and accept all risk in that regard.

30.2.1.6. You assume all responsibility for any adverse effects of disruptions or other issues impacting Ethereum or the Ethereum platform.

30.3. No Guarantees or Future Promises

30.3.1. While the Ecosystem Operator has released a roadmap outlining future goals and plans for community development, we cannot guarantee to accomplish every item outlined during the pre-launch planning phase as ideas and projects evolve organically. Any future benefits are not to be taken into consideration.

30.4. No Guarantees of Value

30.4.1. The Ecosystem Operator's NFTs were created purely as collectables, not as investment vehicles or substitutes for cryptocurrency. We make absolutely no

promise or guarantee that these NFTs will subsequently retain monetary value in fiat, cash or cryptocurrency.

30.5. US Tax Disclaimer

30.5.1. Each Holder is solely and entirely responsible for any and all Federal or State tax liabilities which may arise, be imposed, or enforced as a result of minting or reselling Digital Portraits.

30.6. Compliance Disclaimer

30.6.1. The Parties shall endeavour to perform their duties in compliance with all applicable laws, regulations, codes, ordinances, and with those of any other authority having jurisdiction over their sales.

30.7. Class Action Waiver, Jurisdiction and Choice of Law

30.7.1. The User agrees to waive any class-action rights, and any legal dispute around the Ecosystem Operator which you may choose to bring can only be done on an individual basis.

30.8. Children

30.8.1. The Ecosystem Operator NFTS are not targeted towards children.

30.8.2. The User agrees that it is over the age of eighteen (18), or above the legal age of its jurisdiction, whichever is greater.

30.8.3. The User is aware that the Digital Portraits may contain nude images that may not be appropriate for an audience under eighteen (18) years of age.

30.9. Website Disclaimer

30.9.1. The User expressly acknowledge and agrees that its access to and use of the Website is at its sole risk. As between the User and the Ecosystem Operator, to the maximum extent permitted by applicable law, the Website is provided on an "as is" and "as available" and the Ecosystem Operator expressly disclaims all representations, warranties, and conditions (express or implied,

oral or written), including any implied warranty of merchantability, fitness for a particular purpose and non-infringement.

- 30.9.2. All contents available on the Website, including the White-paper, are made available for informational purposes only and should not be contractual or binding in any way for the Ecosystem Operator. The User should not rely upon this content in any way.
- 30.9.3. The Ecosystem Operator does not give any warranty in relation to the Website, the software, and content nor with any services, information published or available on the Website, should it be its availability, accuracy, or lawfulness. The Ecosystem Operator shall not verify, update or correct such information. The Ecosystem Operator does not warrant that the website will be available at all times and expressly reserves the possibility to discontinue the Website without notice. In addition, the Ecosystem Operator does not represent or warrant that the operation of the Website will be secure, uninterrupted, error-free, or virus-free, or; any defects in the Website will be corrected. No oral or written information, guidelines, or advice given by the Ecosystem Operator will create a warranty. The foregoing disclaimer of warranties will apply to the maximum extent permitted by applicable law.
- 30.9.4. The laws of some states or jurisdictions do not allow the disclaimer of implied warranties, so some or all of the disclaimers in this section may not apply to you. The User agrees that the entire risk arising out of its use of the Website remains solely with you.
- 30.9.5. Any warranty, condition, or other term arising out of or in connection with the Website which might otherwise be implied into or incorporated into the Terms & Conditions by statute, common law, laws applicable in the country where the User used the Website or otherwise (including without limitation any

implied term as to the quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded. If the User has a dispute with one or more User(s) and/or Third-part(y/ies), it agrees to release the Ecosystem Operator (including the Ecosystem Operator's affiliates, and each of its respective officers, directors, employees, agents, shareholders, retail partners, licensors, and suppliers) from any claims, demands, and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes.

30.9.6. The User waives any and all other warranties of any kind, whether express or implied, including, without limitations, warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from a course of performance, course of dealing or usage in trade.

30.9.7. The User understands that blockchain technology is still in an early stage of development. It, therefore, carries significant operational, technological, financial, regulatory and reputational risks. The User is fully aware of such risks and accepts them as part of its use of the Services.

30.9.8. It is the User's sole responsibility to not lose its crypto-assets, in particular by losing access to the keys which allow access to its wallet and/or allowing malicious third parties to access your keys and/or your wallet.

30.9.9. The Ecosystem Operator will not be held liable for any loss of crypto-assets and/or other damage incurred by the User as a result of the transfer of crypto-assets from its wallet or loss of key or attack on its wallet.

31. Notice Of Claim and Dispute Resolution Period

31.1. The Ecosystem Operator wants to address the User's concerns without resorting to formal legal proceedings, if possible. If the User has a dispute with the Ecosystem

Operator, then the User should contact the Ecosystem Operator, and a ticket number will be assigned.

- 31.2. The Ecosystem Operator will attempt to resolve the User's dispute internally as soon as possible.
- 31.3. The Parties agree to negotiate in good faith to resolve the dispute (which discussions shall remain confidential and be subject to applicable rules protecting settlement discussions from use as evidence in any legal proceeding).
- 31.4. In the event, the dispute cannot be resolved satisfactorily, and the User wishes to assert a legal claim against the Ecosystem Operator, then the User agrees to set forth the basis of such claim in writing in a "Notice of Claim", as a form of prior notice to Ecosystem Operator.
- 31.5. The Notice of Claim must (1) describe the nature and basis of the claim or dispute; (2) set forth the specific relief sought; (3) provide the original ticket number; and (4) include your email.
- 31.6. The Notice of Claim should be submitted to an email address or hyperlink provided in the User's correspondence with the Ecosystem Operator. After the User has provided the Notice of Claim to The Ecosystem Operator, the dispute referenced in the Notice of Claim may be submitted by either the Ecosystem Operator or the User to arbitration in accordance with the paragraph below.

32. Governing Law and Dispute Resolution

- 32.1. Any dispute, controversy, or claim arising out of, or in relation to, these Terms & Conditions, including regarding the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Centre in force on the date on which the Notice of Arbitration is submitted in accordance with those Rules. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be

Geneve (CH). The language to be used in the arbitral proceedings shall be English.

- 32.2. The Parties agree that any dispute is personal to the User and the Ecosystem Operator, and that any dispute shall only be resolved by an individual litigation and shall not be brought as a class action, or any other representative proceeding. The User agrees that a dispute cannot be brought as a class or representative action or on behalf of any other person or persons.
- 32.3. In case of dispute, the User shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the litigation or related to the dispute(s) therein.

33. Contact

- 33.1. If the User has any feedback, question, or complaint, shall contact Musess via email at info@impssbl.com.
- 33.2. When the User contacts Musess please provide the Ecosystem Operator with its name, address, and any other information needed to identify the User, its Reference, and the issue on which you have feedback, questions, or complaints.
- 33.3. If the User has any questions concerning the processing of its data, please address its correspondence to the Musess Data Protection Officer at: info@impssbl.com.
- 33.4. If the User is currently receiving marketing information that it would prefer not to receive in the future, please email at: info@impssbl.com.