

VESUVIO - NFT SALE Terms & Conditions
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1. Introduction

The following terms and conditions constitute a legally binding agreement (together with any terms and conditions incorporated herein by reference, this "**Agreement**" or the "**Terms**") between you (referred to herein as "you", "your", or "user") and SUNISUP SAS, a French *société par actions simplifiée*, having its office located at 12 rue du General Ferrié – 06400 Cannes, registered with the French Trade and Companies Registry under number 951 056 142 RCS Cannes ("VESUVIO", "we", "us", or "our"), governing your interaction with the VESUVIO NFT (as defined below) collection.

By entering into this Agreement, participating in the minting, purchasing, or sale of a VESUVIO NFT (either directly from us or on resale), using our website, and/or otherwise participating in the VESUVIO Project (as such term is defined below), you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to the terms set forth in this Agreement, you must not use our Website, purchase VESUVIO NFT or participate in the VESUVIO Project.

By accessing or using any part of the site or engaging with the project, you agree that you have read, understood and agreed to be bound by these terms, which contain a terms of sale agreement, an arbitration agreement, a waiver of class-action rights, and liability limitations.

The VESUVIO Drop consists of a collection of 42 exclusive NFTs, running on the Ethereum network. If you have any questions about these Terms, please contact us by email at contact@vesuv.io

If you access any VESUVIO Website or VESUVIO profile on a social media platform (e.g., Facebook, Twitter, Discord, or Instagram), you also consent to and agree to abide by the present Terms on this VESUVIO Website or this social media platform.

2. Our NFT Drop

- a. The VESUVIO Drop NFTs are minted through a smart contract deployed on the Ethereum Blockchain. A blockchain is a distributed digital ledger of transactions maintained by a distributed peer-to-peer computer network that cryptographically validates transactions and records such transactions on the ledger. The VESUVIO NFTs are recorded on the Ethereum Blockchain, and we use smart contracts to allow you to buy, claim, sell, send and receive VESUVIO NFTs. You acknowledge and agree that certain information, including your cryptocurrency wallet address and the transactions you conduct through that cryptocurrency wallet address, may be publicly available and viewable on the Ethereum Blockchain. Your VESUVIO NFTs can be transferred on the Ethereum Blockchain (or another blockchain as technology permits) from one cryptocurrency wallet address to another cryptocurrency wallet address.

- b. At selected times determined by us, we will make VESUVIO NFTs available for purchase through our Website. The price for each VESUVIO NFT will be defined in ETH through non regulated auctions, exclusive sales, contests or any other mean at our sole discretion. We cannot, and expressly do not, guarantee that VESUVIO NFTs will be available for purchase at the time you seek to purchase one. We expressly reserve the right to modify the types, properties notably regarding the redemption of advantages, prices and number of VESUVIO NFTs available at our sole and absolute discretion at any time and from time to time.
- c. VESUVIO NFTs are minted directly into the cryptocurrency wallet you have connected to our Website and through which you made your payment in ETH. We never hold custody nor take ownership or possession of your VESUVIO NFT. You acknowledge and agree that if you decide to purchase a VESUVIO NFT outside of our Website, such purchases will be entirely at your sole risk.
- d. You are responsible for ensuring your cryptocurrency wallet address has a sufficient amount of the ETH to cover your purchase as well as any Gas Fees.
- e. You are permitted to sell, trade, or distribute your VESUVIO NFTs on any smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs ("**Secondary Marketplaces**"). Note that VESUVIO NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace.
- f. This Agreement only relates to your use of the Website and the VESUVIO NFT Drop, and does not relate to any other website or Internet-based services, including, but not limited to, Secondary Marketplaces or other websites or browser extensions to which the Website may link (collectively, "**Third-Party Websites**"). References or links to any Third-Party Website are provided for your convenience and information only, for example, to make it convenient for you to trade your VESUVIO NFT(s). Such links should not be interpreted as endorsements by us of any Third-Party Website. When you click such a link, we may not warn you that you have left our Website and are subject to the terms and conditions and privacy policies of a Third-Party Website. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Websites.
- g. You acknowledge and agree that we are not a party to any agreement or transaction where you trade on any Secondary Marketplace a VESUVIO NFT which was initially purchased via our Website, whether or not a commission or fee is received by us as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.
- h. We may provide experiences on social media platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is

subject to the terms of use and privacy policies of those platforms and related services. We have no control over such social media platforms or related services.

- i. Every transaction on the Ethereum Blockchain requires the payment of a transaction fee known as a “Gas Fee”. This means that you are required to pay a Gas Fee for each purchase of a VESUVIO NFT via the Website. If you seek to transfer your VESUVIO NFT via a secondary marketplace you may also incur Gas Fees or other transaction costs. Gas Fees are paid to the network of computers that operate the Ethereum blockchain and are not paid to VESUVIO. Note that Gas Fees often fluctuate based on a number of factors that are entirely out of our control.
- j. You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other Governmental Authority associated with your use of our Website (collectively, the “**Taxes**”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including, without limitation, Gas Fees) made to us pursuant to this Agreement.
- k. If you sell your VESUVIO NFT via a secondary marketplace, such transaction is subject to a transaction fee determined by us, in our sole discretion (a “**Transaction Fee**”) which Transaction Fee may be automatically deducted from the sale proceeds you receive for your VESUVIO NFT. All Transaction Fees are applied to the final sale price of the VESUVIO NFT and are collected and distributed to us at the time of sale through smart contracts on the Ethereum Blockchain.

3. Content

- a. **Intellectual Property Rights.** By using our Website and participating in the Project, you expressly acknowledge and agree that the VESUVIO NFTs and all content, photographs, computer code, smart contract code, sound or videos, media, images, formulas, graphics, webinars, training materials, products, services and/or other information and materials, and selection and arrangements associated with the Project and/or located on our Website is copyrighted work under the United States and other copyright laws, and is the property of or licensed by VESUVIO, made available on our Website or any information, materials, and content transferred via a downloadable file or link by us or other third parties (the “**Content**”). All trademarks, service marks, and trade names (collectively, the “**Marks**”) are trademarks or registered trademarks of and are proprietary to VESUVIO or other respective owners that have granted VESUVIO the right to use such Marks. We reserve all rights that are not specifically granted to users. The pictures displayed on VESUVIO NFTs are free interpretations of the representations of the physical goods they can or could in the future be redeemed against.

- b. **No Refund.** All purchases of VESUVIO NFTs, as well as any associated charges, are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the VESUVIO NFT, any disruption to the operations of any components of the VESUVIO NFT, or any other reason whatsoever.
- c. **Personal Use License Only.** Subject to your continued compliance with these Terms, we grant you a limited, worldwide, royalty-free, non-exclusive license (without the right to assign or sublicense) to use, copy, and display your VESUVIO NFT, along with any extensions that you choose to create or use, solely for the following purposes :
- (i) for your own personal, non-commercial use;
 - (ii) as part of a marketplace that permits the purchase and sale of your VESUVIO NFT, provided that the marketplace cryptographically verifies each VESUVIO NFT's owner's rights to display the Art for their VESUVIO NFT to ensure that only the actual owner can display the Art;
 - (iii) as long as this use does not infringe any intellectual property right owned by third parties; or
 - (iii) as part of a third-party Website or application that permits the inclusion, involvement, or participation of your VESUVIO NFT, provided that the website/application cryptographically verifies each VESUVIO NFT's owner's rights to display the Art, and provided that the Art is no longer visible once the owner of the VESUVIO NFT leaves the Website/application.

Nothing in this Agreement shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth herein.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE NOT RECEIVED, NOR ARE YOU ENTITLED TO, ANY RIGHT, INTEREST AND/OR BENEFIT RELATED TO THE UNDERLYING WORK OF ART EMBEDDED IN ANY NFT (EXCEPT THE RIGHT EXPRESSLY MENTIONED IN THE SECTION PHYSICAL ARTWORKS REDEMPTION), INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO REPRODUCE, OR TRANSFORM SUCH ART IN QUESTION. YOU MAY NOT USE A VESUVIO NFT FOR ANY COMMERCIAL PURPOSE.

- d. **Termination.** The license granted to you hereunder shall automatically terminate and all rights shall return to VESUVIO if:
- (i) at any time you sell, trade, donate, give away, transfer, burn, or otherwise dispose of your VESUVIO NFT for any reason;
 - (ii) you breach any of the Terms, and notably use the NFT in a manner that could infringe any third party intellectual property rights;
 - (iii) you have a trustee, receiver or similar party appointed for your property, become insolvent, acknowledge Your insolvency in any manner, make an assignment for the benefit of your creditors, or file a petition of bankruptcy;
 - (iv) you engage in any unlawful business practice related to the VESUVIO NFT;
 - (iv) you initiate any legal actions against the VESUVIO NFT Project and/or its members, officers, directors, affiliates, agents, attorneys and employees.

- e. **VESUVIO and NFT IP.** Other than the rights to the VESUVIO NFT, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging or not to VESUVIO including, without limitation, VESUVIO trademark and associated logos. Owning a VESUVIO NFT will not grant you any right of copy, representation or reproduction of the picture displayed on the NFT received. Nothing herein shall restrict our right to use, copy, and display any individual VESUVIO NFT for our own uses. If you wish to discuss with us regarding the use of the VESUVIO IP, you may contact us at contact@vesuv.io
- f. **Feedback.** You may choose to submit comments, bug reports, ideas or other feedback about the Website or the VESUVIO NFT project, including, without limitation, about how to improve the Website (collectively, the "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without additional compensation to you and you hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the Feedback for any purpose. You shall not, under any circumstances or for any reason, modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content in whole or in part, without our express prior written consent, which consent may be granted, withheld, conditioned and/or delayed in our sole and absolute discretion. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of VESUVIO, as well as other authors who created the materials, and may be subject to monetary damages and penalties.
- g. **Third-Party Content.** Our Website contains content that we create and may also include content provided by third parties. We do not monitor, we do not endorse, and we are not liable for any third-party content. There may be some inadvertent inaccuracies or errors in the content and we do not guarantee the accuracy, integrity, completeness or quality of the content on our Website or located at third party URLs that may be posted on our Website. VESUVIO is not responsible for the content on any linked site or any link contained in a linked site. We do not endorse or accept responsibility for the content of such third-party sites.
- h. **Third-Party Services.** Third parties may offer their services directly to you through the Website. In such case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. VESUVIO will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy or its failure to adhere to its terms of services or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products.
- i. **Security.** You agree not to circumvent, disable or otherwise interfere with security-related features of the Website that prevent or restrict use or copying of any Content or enforce limitations on use of the Content. By accessing our Website, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

4. Representations and Warranties

By participating in the Project, you expressly represent, warrant and acknowledge the following:

- a. You are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Website would be illegal or otherwise violate any applicable law. Specifically, you represent that you are not located in, organized in, or a resident of Cuba, Iran, Syria, North Korea, the Crimea region, Venezuela, Russia or any other jurisdiction where Applicable Law prohibits you from accessing or using the Website; and you represent that you are not, and have never been, named on the Office of Foreign Asset Control of the U.S. Department of the Treasury's Specially Designated and Blocked Persons List.
- b. You have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any transactions that you engage in on the Website. Further, you acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets and cryptocurrencies to understand this Agreement and to understand the risks and implications of purchasing a VESUVIO NFT.
- c. You have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of acquiring an NFT, and assume all financial risks associated with acquiring such NFTs and/or otherwise engaging in transactions on the Ethereum Blockchain. You know, understand and accept the risks associated with your Ethereum Address, the Ethereum Blockchain, ETH and NFTs.
- d. By accessing the Website, you expressly represent and warrant that you
 - have read and understand these Terms,
 - are at least 18 years of age and of legal age to enter into a binding agreement, and
 - that you accept this agreement and agree that you are legally bound by its terms.

5. Restrictions

You are solely responsible for your own conduct while accessing or using the Website and for any consequences thereof. You agree to use the Website only for purposes that are legal, proper and in accordance with this Agreement and any Applicable Laws or regulations.

By way of example, and not as a limitation, you may not, and may not allow any third party acting on your behalf to:

- send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content;

- distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;
- impersonate another person;
- upload, post, transmit or otherwise make available through the Website any content that infringes the intellectual property or proprietary rights of any party or otherwise violates the legal rights of others;
- engage in, promote, or encourage illegal activity (including, without limitation, money laundering);
- interfere with other users' use of the Website;
- use the Website for any unauthorized commercial purpose;
- modify, adapt, translate, or reverse engineer any portion of the Website;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Website or any part of the Website and/or Discord;
- use any technology to collect information about the Website for any unauthorized purpose;
- access or use the Website for the purpose of creating a product or service that is competitive with any of our products or services;
- use any Content in movies, videos or other forms of media, except to the limited extent that such use is expressly permitted by this Agreement or solely for your own personal, non-commercial use;
- sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains or consists of any Content;
- attempt to trademark, copyright or otherwise acquire any intellectual property rights in or to any Content; and/or
- otherwise utilize any Content for your or any third party's commercial benefit. If you engage in any of the activities prohibited by this section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account.

6. NFT holders advantages

The VESUV.IO NFTs give their holders three advantages (the "**Advantages**"):

- One meal voucher can be claimed on VESUVIO Website once per day as long as the User owns at least one Vesuv.io NFT on his Wallet, exchangeable against a meal at Vesuvio Restaurant 68 Bd de la Croisette, 06400 Cannes for 99 years post purchase of the NFTs or as long as the Vesuvio Restaurant remains open and with the same ultimate beneficial owner;
- Private access to the Vesuvio NFT holders community groups;
- Fast pass allowing you to access in priority to the Vesuvio Restaurant tables within the limit of availability.

While the Vesuvio teams commits to make its best efforts to provide exclusive Advantages to the Vesuv.io NFT holders, the Advantages proposed hereabove to the NFT holders can change from time to time at the sole discretion of the VESUVIO and/or Vesuvio Restaurant management.

7. User Contributions, Content Standards, and Copyright.

a. **User Contributions.**

- i. The Project allows for the use of interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**Post**") content or materials (collectively, "**User Contributions**") on or through the Website, and/or other means. All User Contributions must comply with the Content Standards set out in these Terms of Use.
- ii. Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.
- iii. You represent and warrant that:
 - You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
 - All of your User Contributions do and will comply with these Terms of Use.
 - You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
 - We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

b. **Monitoring and Enforcement; Termination.**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Note, we cannot review material before it is posted on the Website and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

c. Content Standards.

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations.

Without limiting the foregoing, User Contributions must not:

- i. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- ii. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- iii. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- iv. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms.
- v. Be likely to deceive any person.
- vi. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
 - g. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- vii. Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- viii. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- ix. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

d. Copyright Infringement.

If you believe that any User Contributions violate your copyright, please submit a notification to contact@vesuv.io for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

8. Disclaimers and Limitation of Liability.

- a. You expressly understand and agree that your access to and use of the site, and participation in the project is at your sole risk, and that the site is provided “as is” and “as available” without warranties of any kind, whether express or implied.
- b. To the fullest extent permissible pursuant to applicable law, we make no express warranties and hereby disclaim all implied warranties regarding the site, discord and/or the project as a whole, and any part of each (including, without limitation, the site, any smart contract, or any external websites), including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, or reliability. without limiting the generality of the foregoing, we, our subsidiaries, affiliates, and licensors do not represent or warrant to you that:
 - your access to or use of the site will meet your requirements,
 - your access to or use of the site will be uninterrupted, timely, secure or free from error,
 - usage data provided through the site will be accurate,
 - the site or any content or features made available on or through the site and/or the discord are free of viruses or other harmful components, or
 - that any data that you disclose when you use the site and/or discord will be secure. some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to you.
- c. You accept the inherent security risks of providing information and dealing online over the internet and agree that we have no liability or responsibility for any breach of security unless it is due to our willful misconduct.
- d. we will not be responsible or liable to you for any losses you incur as the result of your use of the Ethereum network nor do we have any control over, and make no guarantees regarding, any smart contracts, including, without limitation, the functionality of our smart contract.
- e. you understand and agree that we will not be liable to you or to any third party for any indirect, incidental, special, consequential, punitive or exemplary damages which you may incur, howsoever caused and under any theory of liability, including, without limitation, any loss of profits (whether incurred directly or indirectly), loss of goodwill or business reputation, loss of data, cost of procurement of substitute goods or services, or any other intangible loss, even if we have been advised of the possibility of such damages.
- f. By purchasing, holding and using a VESUVIO NFT, you expressly acknowledge and assume all risks associated therewith including, but not limited to:
 - forgotten passwords;
 - inability to access or use your digital wallet for any reason;

- mistyped addresses or improperly constructed instructions when transmitting or receiving VESUVIO NFTs or any cryptocurrency;
 - errors in the smart contract that mints VESUVIO NFTs;
 - errors in the VESUVIO NFTs;
 - errors in our Website;
 - inability to access or transfer a VESUVIO NFT;
 - inability to use, access, copy, or display any Content;
 - blockchain malfunctions or other technical errors;
 - server failure or data loss;
 - telecommunications failures;
 - unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies in general);
 - taxation of NFTs or cryptocurrencies;
 - uninsured losses;
 - unanticipated risks;
 - volatility risks in the value of VESUVIO NFTs and cryptocurrencies;
 - (xvii) cybersecurity attacks;
 - weaknesses in VESUVIO' security;
 - personal information disclosure;
 - unauthorized access to applications; and/or
 - unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Ethereum Blockchain (i.e., "forks"), or other means of attack that affect, in any way, the NFTs or the Content.
 - If you have any questions regarding these risks, please contact us at contact@vesuv.io
- g. Any payments made to us via the Website will be effectuated through the Ethereum Blockchain. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions on the Ethereum Blockchain. You acknowledge that VESUVIO has no liability to you or to any third party for any claims or damages that may arise as a result of your payment not reaching us, including, but not limited to, instances where your payment was not properly processed on the Ethereum Blockchain. It is solely your responsibility to confirm that your payment for a VESUVIO NFT has been accepted.
- We do not provide refunds for any purchases that you might make on or through the Website. This no-refund policy shall apply at all times regardless of your decision to terminate usage of any VESUVIO NFT purchased through our Website, any disruption to the operations of any components of the NFT, or any other reason whatsoever. By your continued use of our Website, you expressly release us, and any of our Affiliates, from any and all liability or responsibility for any purchases made by you, or by someone acting on your behalf, with respect to your VESUVIO NFT(s).
- h. Nothing on this Website, and nothing pertaining to your participation in the Project, is intended to be an offering of securities in any jurisdiction nor does it constitute an offer to purchase shares, securities, or other financial products. It remains your sole

responsibility to assure that the purchase of a VESUVIO NFT is in compliance with laws and regulations in your jurisdiction.

- i. 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.
- j. NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value of your VESUVIO NFT. You understand and accept all risk in that regard, and further understand that we bear no responsibility to notify you of any changes with respect to the regulatory landscape of NFTs, cryptocurrencies and/or blockchain technology.
- k. VESUVIO is not responsible for any transaction between you and a third party (including, but not limited to, Third-Party Website or Secondary Marketplaces) and shall have no liability in connection with any such transaction.
- l. You assume all risk for any disruptions or other issues that may occur on the Ethereum Blockchain and/or impacts Ethereum or NFT functionality.
- m. VESUVIO cannot and does not represent or warrant that any VESUVIO NFT, or its supporting systems or technology, is reliable, current, or error-free, meets your requirements, or that defects in the VESUVIO NFT, or its supporting systems or technology, will be corrected.
- n. We are not responsible if your VESUVIO NFT any Content becomes inaccessible to you for any reason, or for any modifications or changes to your VESUVIO NFT or any Content including any deletion, removal, or inaccessibility on our Website or otherwise.
- o. In addition to assuming all the above risks, you acknowledge that you have obtained sufficient information to make an informed decision to license the VESUVIO NFT and that you understand and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself.

8. Indemnification and Release

- a. You agree to indemnify, defend and hold harmless VESUVIO and its Affiliates, licensors, suppliers and sponsors, and each of their respective directors, officers, members, shareholders, managers, agents, contractors, partners, advisors, employees, licensors, content creators, and suppliers (collectively, the "**VESUVIO Indemnified Parties**") from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees (collectively, "**Liabilities**") arising out of or in any way related to:
 - (i) your breach of this Agreement,
 - (ii) your misuse of the Website,
 - (iii) your violation of any intellectual property right or other rights of another party, and/or
 - (iv) your violation of Applicable Laws, rules or regulations in connection with your access to or use of the Website. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person, and shall survive any termination of this Agreement.

- b. To the maximum extent permitted by Applicable Law, you hereby irrevocably and unconditionally release and waive all claims against any VESUVIO Indemnified Parties from any and all Liabilities of every kind and nature, arising out of or in any way connected with your use of the Website, your use or access of any NFT Advantages in their current or future versions, or in a purchase of a VESUVIO NFT. To the extent that you do have any claims against VESUVIO, you agree that:
 - (i) any and all disputes, claims and causes of action against VESUVIO arising out of or connected with your use of the Website and/or the Discord shall be resolved individually, without resort to any form of class action; and
 - (ii) any and all claims, judgments and awards shall be limited to actual and documented damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees or litigation costs (e.g., court filing fees and related costs).

9. Termination

We reserve the right, in our sole and absolute discretion, to refuse, suspend, restrict or terminate your access to the Website and/or the Discord, or any portion thereof, without notice to you and for any reason or no reason. You acknowledge that we have the right, but not the obligation, exercisable in our sole and absolute discretion, to suspend or terminate your access to all or part of the Website and/or our Discord:

- a. at the request of law enforcement or other government agencies;
- b. if the Website are discontinued or materially modified;
- c. upon the occurrence of any technical or security issues or problems;
- d. if you engage in any conduct that we believe, in our sole and absolute discretion, violates any provision of this Agreement or other incorporated agreements or guidelines or violates the rights of VESUVIO or third parties; or
- e. upon any breach by you of this Agreement. The exercise of our right to restrict or terminate your access to the Website and/or the Discord, whether or not ultimately determined to be justified, will not, under any circumstances, constitute our breach under this Agreement. Neither the exercise or nor the failure to exercise such right to restrict or terminate your access to the Website and/or our Discord will constitute an election of remedies or limit us in any manner in the enforcement of any other remedies available to us.

10. Modifications

We reserve the right to make changes to the Terms, at any time and from time to time, at our sole and absolute discretion. If any changes are made to this Agreement, we will provide you with written notice of such changes by sending you an e-mail, providing a notice on our Website, or updating the date at top of this Agreement. Any changes made to this Agreement will go into effect on the date they are made, and your continued access to the Website, or use after the Terms have been updated with constitute your binding acceptance of these updates. If you do not agree to the revised Terms, you may not access or use our Website.

11. Severability

If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. Governing Law

This Agreement and all matters related to it and/or any VESUVIO NFT shall be governed by, construed, and enforced in accordance with the laws of France, as they are applied to agreements entered and to be performed entirely within France and without regard to conflict of law principles.

13. Dispute Resolution; Arbitration

All disputes arising out of or in connection with this Agreement, including without limitation your access or use of the Website, the Project and/or the Discord, or to any NFTs sold or distributed through the Website, will be referred to and finally resolved by arbitration under the rules of the Paris Arbitration Association. The case will be adjudicated by a single arbitrator and will be administered by the Paris Arbitration Association in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings. The place of arbitration will be Paris, France. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Notwithstanding the foregoing, we may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction. With respect to any dispute arising out of or related to these Terms, including without limitation disputes related to the site and/or the discord or any NFTs sold or distributed through the site, or the smart contracts:

- (i) you hereby expressly give up your right to have a trial by jury; and
- (ii) you hereby expressly give up your right to participate as a member of a class of claimants in any lawsuit, including but not limited to class action lawsuits involving any such dispute.

14. Limitation on Time to File Claims

Any cause of action or claim you may have arising out of or relating to these Terms of use or the Website must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

15. Definitions

"Affiliate" means, with respect to any specified Person (as defined below), any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with such Person.

"Applicable Law" means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to, or is otherwise intended to govern or regulate, any Person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority (as defined below) having jurisdiction over the VESUVIO NFT Project, you, or as otherwise duly enacted, enforceable by law, the common law or equity.

"VESUVIO NFT Drop" means the issuance of 42 NFT on the Website.

"VESUVIO" means SUN IS UP SAS.

"ETH" means the Ethereum Blockchain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Ethereum Blockchain.

"Ethereum Address" means the unique public key digital asset identifier that points to an Ethereum-compatible wallet to which ETH may be sent or stored.

"Ethereum Blockchain" means the underlying blockchain infrastructure.

"Governmental Authority" includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.

"NFT" means any blockchain-tracked, non-fungible token.

"Person" means an individual, a partnership, a joint venture, a limited liability company or partnership, a corporation, a trust, an unincorporated organization or a government or any department or any agency or political subdivision thereof.

"Project" refers to, in the aggregate, the VESUVIO NFTs, our Website (as defined below), and other social media accounts, and any features, functions, services, products, rewards, offers, content, materials or information available on or through our Website.

"Website" means the website located at www.vesuv.io