

TERMS OF SALES

NFT HIPPORIUM Collection

PREAMBLE

This website (the "Site") is published and operated on the Ethereum blockchain

Failure to comply with these General Conditions and the Conditions relating to the Product may be sanctioned by the suspension with regard to the user of the rights of access and use of the Site, immediately and without notice, without the HIPPORIUM.IO cannot be held liable in this respect and without affecting its legal rights and obligations.

HIPPORIUM.IO or its representing entity reserves the right to update, modify, suspend or delete all or part of the Site and/or its content at any time and without notice, without its liability being incurred in this regard.

PRODUCT TERMS

1. OBJECT

These conditions apply to any NFT or Product order placed on the Site. When the user places an order on the Site, he will be asked to confirm his acceptance of the General Conditions which include the Conditions relating to the Product.

Some of the provisions contained in these Product Terms may be replaced or supplemented by additional terms or notices that will be posted on the Site. In the event of any conflict between these Product Terms and any additional terms or notices, the additional terms shall prevail.

By placing an order on the Site, the Customer declares to be a non-commercial adult natural person (18+ old) acting for his personal needs. He certifies having the capacity to contract and acknowledges having previously read and accepted without restriction the General Conditions, including the Conditions relating to the Product at the time of placing the order.

2. PRODUCT DESCRIPTION

HIPPORIUM.IO sells an NFT or Product as a digital certificate backed by an object or a graphic work.

The number of NFTs offered for sale is limited depending on the nature of the support on which the Product is attached, of which the Customer is informed.

The Customer may only acquire one Product per transaction.

The Customer is informed that the acquisition of the Product will only give rise to the transmission of a digital certificate, excluding any other medium.

HIPPORIUM.IO undertakes that the object or graphic work as presented on the Site is backed by this certificate.

The NFT will be registered in the “Ethereum” blockchain (or other blockchain defined by HIPPORIUM.IO during the Mint).

The acquisition of the NFT will allow its Purchaser, depending on the Product offered for sale, to benefit, where applicable, from games, missions in the virtual world, and events in real life as in the virtual world with the Product, of which he will be informed according to the presentation of the Product which will be made on the Site or on social networks.

3. MAKING AN ORDER

To place an order for Products, the Customer is invited to follow the instructions on the Site. He will have the option of checking the details of your order, its total price, and transaction fees (Gas Fees) applicable on the Ethereum blockchain and of modifying any error before definitively confirming your order of Products.

The acquisition of the Product will be subject to the Customer holding a MetaMask-type crypto wallet, without which the transaction cannot occur.

Once the order has been placed on the Site, HIPPORIUM.IO will send the Customer an email confirming the details of their order and acknowledging their receipt.

Full payment for the order will be made when the Product purchase confirmation is returned to the Site.

The number of Products offered for sale is necessarily limited. The Customer waives any claim if the Product is no longer available on the day he wishes to place an order.

HIPPORIUM.IO will do its best to inform users as soon as possible of any unavailability as soon as all the Products have been sold.

4. PRICE OF THE PRODUCTS

All prices indicated on our Site are expressed in Ethereum ETH and include all taxes but exclude Blockchain registration fees (Gas Fees).

The Customer will be informed of the applicable fees when finalizing the order before confirming it.

Payment for the Products must be made via a crypto wallet connected to the Site. Payments are made in Ethereum (ETH).

5. OWNERSHIP OF THE PRODUCT

Ownership of the Product will be transferred to the Customer upon registration of the transaction on the blockchain.

Only the property title of the non-fungible token, namely an asset of an intangible nature, will be transferred to The Client.

The acquisition of a Product does not give the Customer any right of ownership whatsoever, particularly of an intellectual nature, concerning the object or the graphic work to which the Product is attached.

The risk concerning the ownership of the Product will be transferred to the Customer at the time of the order.

HIPPORIUM guarantees the Client that the NFT does not infringe the property rights of third parties to the object or the graphic work to which it is attached, nor to intellectual property rights nor to rights relating to personality attributes, whether they are the rights of the creators of the object or of the graphic work, or of third parties.

6. RESALE OF THE PRODUCT

In the event of the resale of the Product by the Customer, the Customer is informed that on the occasion of each successive resale, an amount corresponding to 10% of the amount of the sale less the commission of the resale platform will be paid to HIPPORIUM.IO.

7. CANCELLATION AND REFUND POLICY

Each sale is considered final. The Client will not be entitled to cancel the purchased Order.

The Company reserves the right to cancel any order at any time for security or fraud-protection purposes.

GENERAL TERMS AND CONDITIONS

8. GUARANTEES – COMPLAINTS

8.1. Two year legal warranty

The product is immaterial.

The seller guarantees for a period of two (2) years that at the time of sale the product (digital certificate backed by an object or a graphic work - NFT) is attached at his original blockchain.

8.2 Complaints:

Any complaint must be made in advance by e-mail at the adress : info@hipporium.io

9. LIABILITY

HIPPORIUM.IO can in no way be held responsible:

- in the event of false information or an error in entering his contact details by the Customer;
- in the event of misuse of its identifiers or of the procedure for awarding order by the Customer;
- in the event of a manifest error in the display of a derisory price.

HIPPORIUM.IO, in all stages of the online sales process, are bound only by an obligation of means.

They cannot be held responsible for technical or material errors, or for any direct or indirect damage such as, in particular, loss of data, intrusion, virus, interruption of service, other involuntary problems or cases of force majeure resulting both from the use of the Internet network and the Site.

HIPPORIUM.IO declines all responsibility:

- for any interruption of the Site;
- for the occurrence of lags;

- for any damage resulting from fraudulent intrusion by a third part resulting in modification of the information made available on the Site;
- and more generally for all damages, direct or indirect, whatever the causes, origins, natures or consequences, caused by reason of anyone's access to the Site or the impossibility of accessing it, as well as the use of the Site and/or the credit granted to any information coming directly or indirectly from it.

Particularly, HIPPORIUM.IO assumes no responsibility for any damages that may be caused to the computer equipment of the Internet user following his access to this Site, use or downloading of any of its elements (data, texts, images, videos or sounds, etc.).

In addition, for maintenance reasons, HIPPORIUM.IO may interrupt its service and will endeavor to notify users as soon as possible. The user acknowledges having verified that the computer configuration used does not contain any virus and that it is in perfect working order.

Finally, HIPPORIUM.IO cannot be held responsible for the delay, loss or poor distribution of an e-mail, nor for its sending or not to an erroneous e-mail address.

The Client acknowledges that HIPPORIUM.IO has fulfilled all of its obligations to provide advice and information concerning the essential characteristics and operating methods of the Site. The Site may include links to other websites or other Internet sources. As far as HIPPORIUM.IO cannot control these sites as well as these external sources, HIPPORIUM.IO cannot be held responsible for their provision, and cannot bear any responsibility for the content, advertisements, products, services or any other material available on or from these sites or external sources.

In addition, HIPPORIUM.IO cannot be held liable for any proven or alleged damage or loss resulting from or in connection with the access, use or the fact of having trusted the content, goods or services available on these sites or external sources.

HIPPORIUM.IO cannot be held responsible for the direct or indirect consequences of a cancellation of an order which is not attributable to it, in particular in the event of disruptions to the Site and in general for any event beyond its control or in a case of force majeure. In any event, HIPPORIUM.IO's liability is limited to the refund of sums paid for the acquisition of the Product and related costs, and without prejudice to its rights and remedies.

10. INTELLECTUAL PROPERTY

All the elements (texts, logos, images, videos, 2D or 3D animations, graphic or sound elements, software, source codes, icons, layout, database, etc.) contained in the Site and in the associated ones are protected by national and international Intellectual Property law. These

elements remain the exclusive property of HIPPORIUM.IO and/or its partners and suppliers when they hold the related Intellectual Property rights.

As such, except with the prior written authorization of HIPPORIUM.IO and/or its legal representative partners and/or suppliers, the Customer may not proceed with any reproduction, representation, adaptation, translation and/or partial or complete transformation, or a transfer on another website of any element making up the Site.

Failure to comply with this prohibition may constitute an act of counterfeiting engaging the civil and criminal liability of its author.

HIPPORIUM.IO reminds that any creation of a hypertext link to the home page of this Site or any other page of the Site is subject to the express, prior and written agreement of HIPPORIUM.IO.

11. PERSONAL DATA

As part of the navigation and purchases of its customers, HIPPORIUM.IO collects personal data concerning them.

We use the personal information in order to provide You with services relating to the Offer and the License NFT, including to manage Our contractual relationship with You under this Agreement. You have certain rights regarding Your personal information, including the following rights to: (i) access Your personal information; (ii) rectify the information We hold about You; (iii) erase Your personal information; (iv) restrict Our use of Your personal information; (v) object to Our use of Your personal information; (vi) receive Your personal information in a useable electronic format and transmit it to a third party (right to data portability); (vii) and lodge a complaint with Your local data protection authority. Please read Our Privacy Policy accessible at <https://www.hipporium.io> to get further information regarding the way We process Your personal information and the modalities for exercising the above-mentioned rights.

12. ENTIRETY

In the event of any clauses of these General Conditions and the Conditions relating to the Product are void for any reason whatsoever, the validity and observance of these shall not be affected.

The lack of exercise by HIPPORIUM.IO of the rights which are recognized to it in application of the present does not amount, on its part, to a definitive renunciation to assert these rights.

13. APPLICABLE LAW AND FORUM

Any argument arising from the sale of any Product on or through the Site or in relation with these GCS shall be exclusively governed by Swiss laws. The Courts of the Republic and Canton of Geneva shall have exclusive jurisdiction for any such dispute, subject to an appeal to the Swiss Federal Court.