



Terms of Service

Last updated: July 23th, 2022

These Terms of Service are entered into by and between you and ANKH.

The following terms and conditions, govern your access to and use of the Platform and Services.

By using the Services or by clicking on the button marked "Agree" you assent to these Terms of Service. You accept and agree to be bound and abide by these Terms of Service and by our Privacy Notice incorporated herein by reference.

If You do not want to agree to these Terms of Service, you must not access or use the Services.

We may change these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so You are aware of any changes, as they are binding on you.

1. Definitions

"Artwork" means any creation, art, design, look, clothing, animation released by the Company and associated with an NFT

"Platform" refers to all Services collectively, accessible through the website.

"NFT" means certain blockchain based minted tokens used to represent ownership of unique items known as Non-Fungible Tokens.

"Terms" means these Terms of Service.

"Services" means ANKH's websites, content, tools, apps and functionality and other service including without limitation, the purchase of any NFT.

"Privacy Notice" means our Privacy Notice, available at <https://ank-h.com/>.

"Company", "us", "our", or "we" means ANKH, with a registered address 15 rue Feydeau 75002 Paris, France.

"You" means an individual accessing the Platform and/or using the Services.

2. Use of Services

- 2.1. Subject to these Terms, Company allows You to access and use the Platform and Services on a non-exclusive basis. You can access the Platform and Services in a



limited manner without any form of registration, for example for informational purposes; however, purchasing NFT through the Services are subject to the terms set forth below.

- 2.2. Use of and access to the Platform and/or Services is void where prohibited by law. You represent and warrant that: (a) all information you submit (as applicable) is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are at least 18 years old, and have the ability to form a binding contract; (d) your use of the Platform and/or Services does not violate any applicable law, regulation, or obligation you may have to a third party; and (e) you shall comply with applicable laws, regulations, and these Terms throughout your use of the Platform and Services. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules, and regulations applicable to you. The right to access the Platform and/or Services is revoked where these Terms or use of the Services is prohibited.

3. Terms of Sale

3.1. Terms

Subject to the terms below, you may purchase NFT offered on the Platform. The NFT are based on ERC-721 blockchain protocol. The price and inventory (if applicable) of each NFT is as displayed on the Platform ("Price"). Company may, at its sole discretion, update NFT offered on the Platform and/or the prices of any NFT without prior notice, subject to applicable law. Without derogating from the foregoing, you are solely responsible for any tax payments in connection with any purchase made through the Services, where applicable.

3.2. Public Sale

You can purchase the NFT, until all the NFT are sold-out ("Registration" or "Register") with a limit of 3 NFT per transaction.

The Public-Sale will start the 24th of July 24, 2022 at 11.00 AM (EST).

3.3. Whitelisted members

The whitelisted members of our community, identified on the Platform, will have priority over other members to purchase an NFT. In order to Register you will need to provide Company and/or a third party on its behalf, a link to your Wallet (as defined below). A limited number of Wallets will be randomly selected and be awarded the right to purchase an NFT during the Public Sale (as defined below) ("Selection" or "Selected"). In order to be eligible for Selection your Wallet must contain a balance of at least the Price and the applicable gas fees. Following the expiration of the Registration and Selection process and subject to availability, holders of a Selected Wallet may purchase NFT through the Services, on a first come – first served basis ("Public Sale"). For the avoidance of doubt, there is a limited number of NFT available for purchase (4.500) which may be lower than the number of Selected Wallets, and hence not every Selected Wallet may be able to purchase an NFT.



3.4. Purchase

Subject to the terms herein, to purchase an NFT, pursuant to the terms the Public Sale, you will be required to transfer the NFT Price to Company's Wallet, and you will be awarded with the requested NFT ("Purchase" and "Purchased NFT"). To Purchase an NFT you will need a third party provided digital wallet which allows you to perform transactions registered over the blockchain ("Wallet"). Your Wallet details will be associated to your account with us. Your use of the Wallet is subject to the third-party Wallet provider's terms and conditions governing use of that third party's service and that third party's Personal Data collection practices. Without derogating from the terms herein, you are solely responsible for the security of your Wallet and all activity associated with it, even if such activities were not committed by you. You represent and warrant that the Wallet belongs to you and is intended for your individual use. To the fullest extent permitted by applicable law, Company will not be liable for any losses or damage arising from unauthorized use of your Wallet, including without limitation, in case you lose access to your wallet.

3.5. Right and Title

Upon completion of a Purchase, you will be granted title and ownership of the Purchased NFT, subject to the limitations set forth herein.

Company and/or their respective licensors or licensees, as the case may be, will retain all copyrights, except that you will be granted a limited non-exclusive, non-commercial license to publicly display and/or perform the Purchased NFT, and to copy the underlying artwork of the Purchased NFT ("Artwork") for personal non-commercial purposes (except to the minimum extent required to sell the NFT itself).

The rights of use are granted for the whole world and for the legal duration of protection of intellectual property rights as set by French and foreign legislation, as well as current or future international conventions, including any extensions to the duration of protection, from the date of signature of this contract.

Subject to applicable law, the Company, as the case may be, will retain all moral rights, paternity rights and integrity rights in and to the Artwork, including the right to be identified whenever the Artwork is performed or displayed, and the right to object to derogatory treatment of the Artwork. You may not fractionize the NFT.

You may sell your NFT and transfer ownership of it only on the applicable blockchain network, subject to the terms herein, including without limitation, the Royalty payments, and the provisions of Sections 3.6 and 5.

3.6. Resale

You are authorized to resell the NFT with the associated rights of use and secondary rights as stipulated in these Terms to any third party without prior agreement from the Company. The NFT may not be resold by You without transfer of the associated rights of use and vice versa.



Each Purchased NFT will be subject to perpetual royalty payments to Company for every secondary sale of the Purchased NFT (including to downstream purchasers), equal to ten percent (7,5%) of the value of such secondary sale, subject to the terms herein and as incorporated under the smart contract embedded in the NFT ("Royalty"). It will normally be paid automatically or, in the event that this is not possible, will be paid back to the Company within a maximum period of 14 days. The seller will be responsible for the payment of these sums to the Company, once received. This amount will have to be paid on the wallet identified by the address 0x2d6afa6336cB1df8f5256255e6cF4b09648e30Aa of the Ethereum blockchain.

3.7. Compliance

Without derogating from any terms herein, you hereby represent and warrant that you and your use of the NFT (including any secondary sale thereof) will at all times: (i) comply with all applicable laws, including without limitation, relating to anti-bribery, anti-money laundering, prohibition on terror financing, Sanctions and Sanctions Lists, export control; and (ii) not conduct or engage in any trade, activities, sales, transactions, business, dealings or provision of services, whether directly or indirectly, in or with any sanctioned country or any individual or entity on or affiliated with an individual or entity on a Sanctions List.

4. Roadmap

The Company has set out its intentions regarding the envisioned future, within the roadmap ("Roadmap"). These intentions can in no way be considered as an obligation of result for the Company. In the strict case where all the NFT offered for sale have been sold out, the Company undertakes to make its best efforts to achieve stages A, B and C described in the Roadmap.

5. Use Restrictions

Without derogating from additional restrictions and limitation provided in these Terms, you may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Platform, Services or NFT without our prior written authorization, including framing or mirroring any part of the Platform or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content available through the Platform, Services or any NFT; (3) use the Platform, any NFT, Services or content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or Services; (5) use or access another user's account without permission; (6) use the Platform, any NFT or Services or content thereon in any manner not permitted by these Terms or applicable law, including all applicable export laws and regulations to (re)export the Services and/or any related materials in violation of such laws.

6. Intellectual Property



Company or its licensors, as the case may be, have all right, title, and interest in the Platform, Services, and any content thereon, including its overall appearance, text, graphics, graphics design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter download, post, broadcast, transmit or otherwise use the content of the Platform or Services for any purpose. You will not remove, alter or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Platform and/or Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms or the Platform should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Company or any third party. If you provide Company with any feedback regarding the Platform and/or Services, Company may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.

7. Disclaimers and Disclaimer of Warranty

- 7.1. All information and content on the Platform is for informational purposes only and Company provides no guarantees with respect thereto. Your use of the Platform and/or Services is at your sole discretion and risk. The Services and content thereon, including any NFT are provided on an AS IS and AS AVAILABLE basis without warranties of any kind. We do not represent or warrant that Services will be of good quality or useful for your needs. NFT's are not intended for speculative use, are not sold or represented to be financial product and nothing the Company publish is in any way financial advice to you or any other person.
- 7.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE PLATFORM AND/OR SERVICES (INCLUDING ANY NFT) OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR COURSE OF PERFORMANCE. WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, OR PERFORMANCE OF THE PLATFORM AND/OR SERVICES (INCLUDING ANY NFT); (II) THAT THE PLATFORM OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED.
- 7.3. No advice or information obtained by You from Us, shall create any warranty that is not expressly stated in these Terms. If You choose to rely on such information, You do so solely at your own risk.
- 7.4. You agree that Company is not a data retention service. You therefore must create backups of your data, and Company shall have no responsibility or liability in respect of any loss of, damage to, or corruption of any such data.



- 7.5. CERTAIN SERVICES REQUIRE THIRD PARTY SERVICES (INCLUDING USE OF YOUR WALLET); COMPANY WILL NOT BE LIABLE FOR ANY NON-PERFORMANCE OR BREACH ARISING OUT OF SUCH THIRD-PARTY SERVICES' ERROR OR UNAVAILABILITY.
- 7.6. THE REGULATORY REGIME GOVERNING BLOCKCHAIN TECHNOLOGIES, NON-FUNGIBLE TOKENS AND CRYPTOCURRENCY IS UNCERTAIN, NEW REGULATIONS OR POLICIES MAY MATERIALLY ADVERSELY AFFECT THE PROVISION OF THE SERVICES AND THE UTILITY OF NFT; COMPANY WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY SUCH EFFECTS, INCLUDING SUCH EFFECTS RENDERING THE SERVICES AND/OR NFT, AS PROVIDED, UNLAWFUL.
- 7.7. YOU ACKNOWLEDGE THAT THE VALUE OF NFT(S) ARE SUBJECT TO VOLATILITY AND FLUCTUATIONS IN THE PRICE OF CRYPTOCURRENCY THUS CAN ALSO MATERIALLY AND ADVERSELY AFFECT NFT PRICES.
- 7.8. CERTAIN SERVICES ARE BASED ON EMERGING TECHNOLOGIES, SUCH AS ETHEREUM AND/OR OTHER CRYPTO/BLOCKCHAIN TECHNOLOGIES. THESE SERVICES ARE SUBJECT TO INCREASED RISK, INCLUDING AS A RESULT OF YOUR POTENTIAL MISUSE OF THE FUNCTIONS RELATING TO SUCH TECHNOLOGIES, SUCH AS PUBLIC/PRIVATE CRYPTOGRAPHIC KEY. YOU EXPLICITLY ACKNOWLEDGE AND ACCEPT THESE INCREASED RISKS.
- 7.9. YOU ACKNOWLEDGE THAT NFT ONLY EXIST BY VIRTUE OF OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE BLOCKCHAIN NETWORK, AND ANY TRANSFER OF TITLE OF ANY NFT IS AFFECTED ON SUCH NETWORK.

8. Limitation of Liability

- 8.1. Without derogating from any of the above, we assume no responsibility for any error, interruption, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any materials or Services. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer systems or equipment, servers, software, failure due to technical problems or traffic congestion on the Internet or on the Services.
- 8.2. We shall not be responsible for any loss or damage resulting from the conduct of any users of the Services.
- 8.3. We assume no responsibility for any incorrect data, including Personal Data provided by you or on your behalf and you hereby represent and warrant that you are solely responsible for any and all data provided to Company, including any incorrect data and you shall assume any and all liability for any consequences of provision of such incorrect data to us.
- 8.4. IN NO EVENT SHALL COMPANY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES OR ASSIGNEES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT



LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE PLATFORM, PRODUCTS OR THIRD PARTY PRODUCTS, THIRD PARTY SERVICES, YOUR USE OF THE SERVICES AND/OR NFT, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF THE PLATFORM, SERVICES, OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, INCLUDING TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU HAVE PAID US (NOT INCLUDING ROYALTY PAYMENTS ASSOCIATED WITH SECONDARY SALES OF ANY PURCHASED NFT) IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM OR CAUSE OF ACTION AROSE, IF APPLICABLE. IF YOU HAVE NOT MADE ANY PAYMENTS TO COMPANY FOR THE USE OF THE SERVICES THEN COMPANY'S MAXIMUM CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED 100 €.

9. Indemnification

You agree to indemnify, defend, and hold harmless Company, its affiliates, and its/their respective employees, directors, officers, and subcontractors from and against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs, attorneys' fees, and any administrative and/or criminal fines) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your credentials and/or device and/or Wallet (whether authorized or unauthorized); (b) your use or misuse of the Platform and/or Services (including any NFT); (c) your Wallet; (d) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Platform or Services; (e) your violation of any law or regulation or any of your obligations, representations, or warranties hereunder including but not limited to breach of any privacy and/or data protection laws and regulations to which you are subject; (f) your infringement of any right of any third party; and (g) any other matter for which you are responsible hereunder or under applicable law. You may not settle or compromise such suit without our prior written consent.

10. Third-Party Content

The Platform may provide you with third-party links (including, without limitation, advertisements) to websites, applications, and services. We make no promises regarding any content, goods or services provided by such third parties and all use of third-party websites and applications is at your own risk. Additionally, we do not accept responsibility for any payments processed or submitted through third-party websites and applications or for the privacy policies of such third parties. We do not endorse any products offered by third parties and we urge our users to exercise caution in using third-party websites or applications.



11. Notices

Any required notices pursuant to these Terms may be sent by registered mail or email transmission (with electronic confirmation of delivery). Your email address is considered the one registered with your account. Our email address is: valentin@ank-h.com.

12. Miscellaneous

These Terms shall be governed solely by the laws of France, and the competent courts in Paris. The court of Paris shall have exclusive jurisdiction to hear any disputes arising hereunder.

If any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect.

Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Company or enables you to act on behalf of Company.

We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.