

A. Introduction

Welcome to the world's first network of ESG NFTs, owned and operated by Teilur, Inc. d/b/a Teilur ("Teilur," "we," "us", or "our").

The following terms of use ("Terms of Use") or ("Terms") apply to your use of the ESG NFTs marketplace (the "Marketplace Application") the ("ESG NFTs Application") or the ("application") operated by Teilur, Inc. and its affiliates and subsidiaries ("Company," "we," "us," or "our"). By accessing our website and any of its pages (the "Site"), you (the "User") signify that you have read, understand, and agree to be bound by these Terms of Use.

These Terms govern your access to and use of the Application, the Site, our APIs, and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and purchase NFTs and use our tools, at your own discretion, to connect directly with others to purchase, sell, or transfer NFTs on public blockchains (collectively, the "Service"). "NFT" in these Terms means a non-fungible token or similar digital item implemented on a blockchain (such as the Polygon, Solana or Ethereum blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data.

In addition to these Terms of Use, you may enter other agreements that govern your use of the application. If there is any contradiction between these Terms of Use and another agreement you enter applicable to specific aspects of the application, the other agreement shall take precedence in relation to the specific aspects of the application to which it applies.

For purposes of these Terms, "user", "you", and "your" means you as the user of the Service. If you use the Service on behalf of a company or other entity then "you" includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION P BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH (WITH LIMITED EXCEPTIONS) REQUIRE ANY DISPUTES BETWEEN US TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

BY CLICKING TO ACCEPT ON YOUR REGISTRATION FORM AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

Teilur is NOT a wallet, an investment platform, an exchange, a broker, a financial institution, a money services business, or a creditor. Teilur aggregates various software applications through our platform to create a blockchain-based ecosystem that helps people in Latin America develop their human capital. People may get funding and training by interacting with purchasers of “ESG NFTs” available on public blockchains and made available on some of Teilur's web domains.

To use our Service, you must use a third-party wallet that allows you to engage in transactions on blockchains. You are fully responsible for understanding the risks and benefits when using third-party wallets like MetaMask among others.

UPDATES TO THESE TERMS OF USE

We may make changes to these Terms of Use from time to time. If we do this, we will post the changed Terms of Use on the website and indicate at the top of this page the date the Terms of Use were last revised. You understand and agree that your continued use of the application or the Site after we have made any such changes constitutes your acceptance of the new Terms of Use.

By using the application or the Site, you state that you are 18 or older and that you agree to and abide by these Terms of Use. If you violate any of these Terms of Use or otherwise violate an agreement between you and us, the Company may terminate your account, delete your profile and any content or information you have posted on the Site, and prohibit you from using or accessing the application or the Site.

B. Accessing the Platform

Like much of new technologies emerging thanks to the Blockchain and Web 3.0, your blockchain address functions as one of the tools Teilur uses to identify who owns one of the NFTs purchased on the platform. Accordingly, you will need a blockchain address and a third-party wallet to access the Service. Your account on the service (“Account”) will be associated with your blockchain address.

We may require additional information, such as national ID number, home address, among other personal information in an effort to have clarity of who has originally purchased the NFT. This information may also be required for us to attempt to provide an extra security layer of protection in case an NFT is stolen from one of the of the original purchasers.

Your Account on Teilur will be associated with your linked blockchain address and display the NFTs for that blockchain address (and, if applicable, any content associated with such NFTs). By using your wallet, in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet.

Wallets are not operated by, maintained by, or affiliated with Teilur, and Teilur does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents.

Teilur accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone.

If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account (you can contact at contact@teilur.com).

You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Platform or the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (a) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo ("Embargoed Jurisdiction"); (b) you are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, "Sanctions"); (c) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (d) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction. You further covenant that the foregoing shall be true during the entire period of this agreement. If you access or use the Service outside the United States, you are solely responsible for ensuring that your access and use of the Service in such country, territory or jurisdiction does not violate any applicable laws.

Teilur may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, Teilur, in its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by Teilur. If you do not provide complete and accurate information in response to such a request, Teilur may refuse to restore your access to the Service.

C. REGISTRATION DATA; ACCOUNT SECURITY

In consideration of your use of the Site, you agree to (a) provide accurate, current, and complete information about you as may be prompted by any registration forms on the Site (“Registration Data”); and (b) maintain the security of your password and identification; and (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current, and complete; and (d) be fully responsible for all use of your account and for any actions that take place using your account.

We require all users to be at least 18 years old.

D. APPLICATION AND NFT TERMS

The Site is maintained for the personal use of its visitors and we cannot guarantee the completeness or accuracy of any information presented on any of its pages. We do not make investment recommendations or provide legal, tax, or financial advice. No communication should be considered a recommendation of any investment opportunity and there can be no assurance that any financial analysis or potential outcome for any of the NFTs sold is accurate or that any opportunity to purchase an NFT is suitable for any particular investor or visitor of the Site.

You acknowledge and agree that you have the sole responsibility to examine all information concerning the purchase opportunities on the Application, and any of your decisions based upon such information are your sole responsibility. You acknowledge that Company is a third-party intermediary between NFTs and students of candidates seeking funding and that all NFT listings and the information presented are on a best effort basis. You further agree that you will make an independent evaluation of the funding opportunities and acknowledge that we have made no statements or representations concerning the accuracy of the present or future value of the opportunities presented in the Application. Our services shall not be deemed to create any duty, fiduciary or otherwise, to you through your use of the Site and our Application.

Teilur is not liable for the potential appreciation or depreciation of the NFTs that may be purchased on the Platform. You bear full responsibility for verifying that the NFT specs meet your expectations and functionality.

E. SITE OWNERSHIP

The Service, including its “look and feel” (e.g., graphics, images, logos, page headers, button icons, scripts and code), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the Teilur logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of Teilur and you agree not to take any action(s) inconsistent with such ownership interests.

We welcome feedback but you acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Service or in any such Feedback. You agree that Teilur may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Teilur any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

F. CAREER DEVELOPMENT PROGRAMS

Teilur is in the business of developing, exponentiating, and monetizing the future value of human capital in Latin America through human interaction and technology. One of the ways that Teilur generates revenue to support its ongoing operations is through the Teilur Career Development Programs ("Career Programs").

All Career Programs require candidates in Latin America to sign a legally binding contract with Teilur, where Teilur obtains a "fee" in exchange for training talent in "remote" technical roles. Candidates only pay a "fee" stipulated in the legally binding contract if they obtain the job function, position, or activity outlined in their agreement or contract. "Remote" means candidates are not required to be physically present in an office.

The "fee" can be a fixed or variable amount, depending on what was previously stipulated between the Candidate and Teilur.

Teilur DOES NOT provide Career Programs to residents or citizens of the United States. Some Career Programs may provide candidates a stipend or a subsidy to cover day to day expenses fully to Teilur’s discretion. Candidates may also have fully discretion on

how to spend their subsidy or stipend when they are enrolled in one of our Career Programs.

In some cases, it is possible that candidates who enrolled in the Career Programs never obtain a position, or a role, even after having obtained a subsidy or a stipend from Teilur. Stipends or subsidies are a feature of some Career Programs, and should NOT be deemed as credit provided to candidates.

When Teilur signs contracts with candidates, it may become an account receivable in our balance sheet.

G. ESG NFTS BY TEILUR

Teilur employs various software development technologies (i.e., Blockchain) to manage, administer and group its accounts receivables. One of these tools is NFTs. When Teilur decides to sell a portion of its accounts receivables, it does it by grouping contracts signed with candidates residing in Latin American countries (except Cuba).

Teilur reserves the right to sell a portion or the entirety of our Account Receivables through what we call "ESG NFTs." Teilur DOES NOT sell Accounts Receivables of single contracts signed with candidates. Teilur groups contracts in "Cohorts" or "Pools" of at least five contracts and then sell a portion of the account receivables as a fraction of an "ESG NFT".

You understand that if you purchase an ESG NFT, you are buying a fraction of the accounts receivable Cohort made available by Teilur. You understand you are entitled to the accounts receivable specified in the "Cohort" or "Pool" in proportion to the total amount you purchase.

Teilur does not disclose the identity of the candidates. When you buy an ESG NFT created or "minted" by Teilur, you understand you give away all the rights of contacting candidates directly, as Teilur will not disclose the identity of the candidates even if a candidate does not meet the payment.

Teilur reserves the right to employ any legal method available to seek payment from candidates.

We reserve the right to provide the amount of information we deem is enough for the purchaser of an ESG NFT. It is the purchaser's responsibility to assess with the information given it buying the NFT is suitable for them.

Teilur is not liable for the information presented or the lack of information on the Site. If the purchaser of an NFT needs more information, they may contact Teilur at contact@teilur.com.

Teilur reserves the right to block the purchase of an NFT to any party or reject the petition for further information for the NFT.

Reach out to contact@teilur.com if you are not sure about how our ESG NFTs work.

DO NOT PURCHASE AN NFT IF YOU ARE NOT WILLING OR CAPABLE OF TAKING THE RISK OF LOSING PART OR SOME OF THE FUNDS YOU PROVIDE WHEN PURCHASING THE ACCOUNTS RECEIVABLES TEILUR HAS MADE AVAILABLE THROUGH OUR ESG NFT.

Make sure you read the whitepaper of how ESG NFTs work before you purchase one [here](#). This whitepaper is only made informative purposes and it is not legally binding.

SECURITIES LAW RELATED MATTERS

Notwithstanding anything to the contrary in these Terms of Use, in no event shall anything in these Terms of Use be deemed to be a waiver, and we will not assert there has been a waiver, that would not be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.

NFTs created or minted by Teilur are NOT securities.

Teilur only employs NFTs consumer financing mechanism to manager better our accounts receivables.

Neither Teilur nor any of it's properties is presenting or requesting an offer to sell, a solicitation of an offer to buy, or a recommendation of any security. Furthermore, nothing in our Site or in our Application is intended to provide tax, legal, or investment advice and nothing in this website should be construed as a recommendation to buy, sell, or hold any investment or security or to engage in any investment strategy or transaction.

You are solely responsible for determining whether any investment, investment strategy, security or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your business advisor, attorney, or tax and accounting advisor regarding your specific business, legal or tax situation.

EXTRA DISCLAIMER

None of the account receivables sold by Teilur through NFTs have a maturity of longer than 9 months. The period when a candidate pays the fee of the Career Program only starts when the program is finalized or when a candidate starts a new role or position. Payment of Fee is only made when a candidate has an eligible role or position outlined in the contract.

H. DISCLAIMER OF WARRANTIES

We do not guarantee, represent or warrant that your use of the Application will be uninterrupted, timely, secure or error-free.

We reserve the right to resolve any errors in the Application by any means at our sole discretion.

We do not warrant that the results that may be obtained from the use of the Application will be accurate or reliable. You agree that from time to time we may remove the Application for indefinite periods of time or cancel the Application at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Application is at your sole risk. The Application and all products and services delivered to you through the Application or the Site are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

I. USER CONDUCT

In an effort to protect both candidates and purchasers of NFTs and with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. The actions we may take include: removing the ability to purchase, certain NFTs on the Service or use our Service to interact purchase NFTs; disabling the ability to use the Service in conjunction with buying/selling/transferring NFTs available on blockchains that are minted by Teilur; disabling your ability to access our Service; and/or other actions.

You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service or Site.

You also agree that you will not:

- Use or attempt to use another user's Account without authorization from such user;
- Pose as another person or entity, or use a wallet to engage in a transaction on Teilur that is owned or controlled, in whole or in part, by any other person;
- Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first;
- Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to Teilur;
- Use our Service for commercial purposes inconsistent with these Terms or any other instructions;
- Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
- Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- Sell or resell the Service or attempt to circumvent any Teilur fee systems;
- Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing);
- Use the Service for or in connection with money laundering, terrorist financing, or other illicit financial activity, or in any way in connection with the violation of any law or regulation that applies to you or to Teilur;
- Use the Service, directly or indirectly, for, on behalf of, or for the benefit of, (a) any natural or legal person that is the subject of Sanctions; (b) any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; or (c) any legal person owned or controlled, directly or indirectly, by any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction.
- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments;

- Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity;
- Infringe or violate the intellectual property rights or any other rights of others;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

J. COMMUNICATION WITH USERS

By creating an Account, you consent to receive electronic communications from Teilur (e.g., via email, text messages, or other types of messages). These communications may include notices about applicable transactions as part of your relationship with us or any of the NFTs we have minted that you have purchased. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Service, and you may opt out of these communications through the Service (with the possible exception of important service announcements and administrative messages) by following the unsubscribe instructions provided.

K. INDEMNIFICATION

By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless Teilur, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the “Teilur Parties”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, content, NFTs, or content linked to or associated with any NFTs (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, including another user or third-party, and (e) your negligence or wilful misconduct. You agree to promptly notify Teilur of any Claims and cooperate with the Teilur Parties in defending such Claims. You further agree that the Teilur Parties shall have control of the defense or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF,

ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND TEILUR.

L. DISCLAIMERS

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND TEILUR EXPRESSLY DISCLAIMS WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TEILUR (AND ITS SUPPLIERS) MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY FOR WHETHER THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. TEILUR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TEILUR WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE TEILUR ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, TEILUR CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, OR ANY NFTS YOU INTERACT WITH USING OUR SERVICE OR OUR SERVICE PROVIDERS’ SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM THE TEILUR PARTIES OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD TEILUR RESPONSIBLE FOR ANY BREACH OF SECURITY.

1. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS, CONTENT, AND/OR CONTENT LINKED TO OR ASSOCIATED WITH NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS OR USE; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTS.

2. NFTS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM NETWORK). ANY TRANSFERS OR SALES OCCUR ON THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM, SOLANA). TEILUR AND/OR ANY OTHER TEILUR PARTY CANNOT EFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS.
3. NO TEILUR PARTY IS RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE NFTS. NO TEILUR PARTY IS RESPONSIBLE FOR LOSSES OR INJURY DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE NFTS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.
4. Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

M. RISK ASSUMPTIONS

You accept and acknowledge:

- The value of an NFTs is subjective. The value of the ESG NFTs are subject to volatility and fluctuations in the price of cryptocurrency or the intrinsic value it represents can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose the money you use to purchase an NFT.
- The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of NFTs.
- You are solely responsible for determining what, if any, taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Teilur is not responsible for determining, withholding, collecting, reporting, or remitting the taxes that apply to your NFTs.
- We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and Teilur may not have the ability to reverse any transactions on the blockchain that pertains to your NFTs.

- There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or Account. You accept and acknowledge that Teilur will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service or any Blockchain network, however caused.
- The Service relies on third-party platforms and/or vendors. If we are unable to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
- Teilur reserves the right to hide collections, contracts, and items affected by any of these issues or by other issues. Items you purchase may become inaccessible on Teilur. Under no circumstances shall the inability to view items on Teilur or an inability to use the Service in conjunction with the purchase, sale, or transfer of items available on any blockchains serve as grounds for a claim against Teilur.

N. LIABILITY LIMITATION

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL TEILUR OR ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR THE SERVICE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF TEILUR OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICE. ACCESS TO, AND USE OF, THE SERVICE, PRODUCTS OR THIRD-PARTY SITES, AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK,

AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF TEILUR ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS, OR ANY TEILUR PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY TEILUR FOR ITS SERVICE DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

O. PRIVACY POLICY

Please refer to our [Privacy Policy](#) for information about how we collect, use, and share personal data about you. By submitting personal data through our Service, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

P. DISPUTE RESOLUTION; ARBITRATION

- **Dispute Resolution.** Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Teilur and limits the manner in which you can seek relief from us. This section does not govern disputes between users or between users and third parties. Teilur does not provide dispute resolution services for such disagreements and the parties must resolve those disputes directly.
- **Applicability of Arbitration Agreement.** You agree that any dispute, controversy, or claim relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Teilur, will be resolved by binding arbitration, rather than in court, including threshold questions of the arbitrability of such dispute, controversy, or claim except that (1) you or Teilur may assert claims in small claims court, but only if the claims qualify, the claims remain only in such court, and the claims remain on an individual, non-representative, and non-class basis; and (2) you or Teilur may seek injunctive or equitable relief in

a court of proper jurisdiction if the claim relates to intellectual property infringement or other misuse of intellectual property rights.

- Dispute resolution process. You and Teilur both agree to engage in good-faith efforts to resolve disputes prior to either party initiating an arbitration, small claims court proceeding, or equitable relief for intellectual property infringement. You must initiate this dispute resolution process by sending a letter describing the nature of your claim and desired resolution to: Teilur, Inc Attn: Legal Department, 2093 Philadelphia Pike , #9001, Claymont, DE 19703. Both parties agree to meet and confer by telephone, or by videoconference (hereinafter "Conference") to discuss the dispute and attempt in good faith to reach a mutually beneficial outcome that avoids the expenses of arbitration or, where applicable, litigation. If you are represented by counsel, your counsel may participate in the Conference as well, but you agree to fully participate in the Conference. Likewise, if Teilur is represented by counsel, its counsel may participate in the Conference as well, but Teilur agrees to have a company representative fully participate in the Conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process and Conference required by this paragraph. If the parties do not reach agreement to resolve the dispute within thirty (30) days after initiation of this dispute resolution process, either party may commence arbitration, file an action in small claims court, or file a claim for injunctive or equitable relief in a court of proper jurisdiction for matters relating to intellectual property infringement, if the claims qualify.
- Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding after participating in the dispute resolution process, you must send a letter requesting arbitration and describing your claim to our registered agent at Teilur, Inc Attn: Legal Department, 2093 Philadelphia Pike , #9001, Claymont, DE 19703. The arbitration may be conducted by JAMS or other arbitration service, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and the JAMS Consumer Minimum Standards then in effect; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards then in effect. JAMS's rules are available at jamsadr.com or by calling JAMS at 800-352- 5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS filing, administrative, hearing, and/or other fees and cannot obtain a waiver from JAMS, Teilur will pay them for you if you complied with the dispute resolution process set forth

above and if Teilur can afford it. In addition, Teilur will reimburse all such JAMS filing, administrative, hearing, and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous or you did not comply with the dispute resolution process set forth above, except that if you have initiated the arbitration claim, you will still be required to pay the lesser of \$250 or the maximum amount permitted under the JAMS Rules for arbitration claims initiated by you. You are still responsible for all additional costs that you incur in the arbitration, including without limitation, fees for attorneys or expert witnesses. You may choose to have the arbitration conducted by telephone or videoconference, based on written submissions, in person in your hometown area (if you live in the United States), or at another mutually agreed upon location that is reasonably convenient to you. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Teilur. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- Waiver of Jury Trial. YOU AND TEILUR HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Teilur are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the second bullet of this Section P, above ("Applicability of Arbitration Agreement"). An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- Waiver of Class Actions and Class Arbitrations. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A REPRESENTATIVE (INCLUDING, WITHOUT LIMITATION, PAGA) OR COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER, PERSON, OR ENTITY CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER, PERSON, OR ENTITY. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and Teilur agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in the State of Delaware. All other claims shall be arbitrated.
- Severability. Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Teilur.
- Modification. Notwithstanding any provision in these Terms to the contrary, we agree that if Teilur makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing to Teilur at the following address: Teilur, Inc Attn: Legal Department, 2093 Philadelphia Pike , #9001, Claymont, DE 19703.

Q. Governing Law and Venue

These Terms and your access to and use of the Service shall be governed by and construed and enforced in accordance with the laws of the State of Delaware (without regard to conflict of law rules or principles of the State of Delaware, or any other jurisdiction that would cause the application of the laws of any other jurisdiction). Any dispute between the parties that is not subject to arbitration as set forth in Section P or cannot be heard in small claims court, shall be resolved in the state or federal courts in the State of Delaware, and the United States, respectively, sitting in the State of Delaware.

R. Termination

If you breach any of the provisions of these Terms, all licenses granted by Teilur will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your Account and/or your ability to access or use the Service (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

S. Severability

If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

T. Injunctive Relief

You agree that a breach of these Terms will cause irreparable injury to Teilur for which monetary damages would not be an adequate remedy and Teilur shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

California Residents

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

U. Survival

All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these

Terms by Teilur or you. Termination will not limit any of Teilur's other rights or remedies at law or in equity.

V. Miscellaneous

These Terms constitute the entire agreement between you and Teilur relating to your access to and use of the Service. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Teilur, and Teilur's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.

The Service is operated by us 100% remotely from different parts of the world. Those who choose to access the Service from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. You and Teilur agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.