

# General Terms and Conditions of Use

## General information

The ownership of this website located at <https://lokielabs.com/> (the "Site", the "Website" or the "Web", indistinctly) is held by Lokie Labs, S.L. ("Lokie Labs", "we", "us", "our"), a company incorporated under the laws of Spain, with registered office in Alcobendas (Madrid), and holder of tax identification number (N.I.F.) B13930714.

## What do these Terms and Conditions regulate?

This document sets forth the general terms and conditions (the "General Terms and Conditions of Use", the "General Terms and Conditions", the "Terms and Conditions", the "Terms" or the "Conditions", indistinctly) that regulate the access to and use of the Site. For the purposes of these Terms, the Site shall mean: the external appearance of the screen interfaces, both static and dynamic, i.e., the navigation tree, and all the elements integrated both in the screen interfaces and in the navigation tree (the "Contents") and all those online services or resources offered to users (the "Services").

Our Privacy Policy, which discloses how we collect and use your information, is also part of these Terms and is available here.

## Binding agreement

These Terms are a legally binding mutual agreement between you and Lokie Labs.

By accessing and/or using the Site, you are expressly agreeing that you have read, understand and agree without reservation to be bound by these Terms and our Privacy Policy. If you do not agree, you are not authorized to access or use the Site and should refrain from doing so.

## User declarations

Being aware that it is an indispensable condition to be able to access and use the Site, you expressly declare to have sufficient legal capacity to enter into a binding contract with Lokie Labs, and not to be subject to any prohibition to use the Site under applicable law or these Terms.

In the event that you are accessing or using the Site on behalf of a legal entity, you expressly represent that you have the authority/permission to accept and legally bind such legal entity to these Terms.

You represent that your acceptance of these Terms does not violate any applicable law or the terms and conditions of any agreement, understanding, representation, statement, covenant, etc., whether written or oral, that you have entered into with any third party.

Lokie Labs disclaims any liability for any failure to comply with any of the foregoing requirements.

## **Territoriality**

The Site is primarily directed to users residing in Spain. Lokie Labs makes no representation that the Site complies with the laws of other countries, either in whole or in part. If you reside or are domiciled elsewhere and decide to access and/or browse the Site, you do so at your own risk. You must ensure that such access and browsing complies with the local laws applicable to you and Lokie Labs assumes no liability whatsoever arising from such access and/or use of the Site.

We reserve the right, but not the obligation, to monitor where the Site is accessed from. In addition, we reserve the right, at any time, in our sole discretion, to block access to or use of the Site, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user.

## **Updating the Terms and Conditions**

We reserve the right to update the Terms and Conditions at our sole discretion and may modify or replace them, in whole or in part, at any time. If we do so, we will notify you by posting the updated Terms on the Site, and such changes or modifications will be effective immediately upon publication, without any obligation to give notice or make any specific notification. It is therefore important that you review the Terms whenever we update them or you use the Site. If you continue to use the Site after we have posted the updated Terms, this will constitute your acceptance of the new Terms and Conditions and the changes incorporated therein. If you do not agree some or any of these terms or any future version of the Terms and Conditions or change made, do not use or access (or continue to access) the Site, as you are not authorized to do so.

We may change or discontinue all or part of the Site, at any time and without notice, at our sole discretion.

## **Intellectual property**

All content on the Site, including, but not limited to, text, images, graphics, designs, systems, methods, information, data, computer or other code, software, services, products, articles, audio, video, illustrations, photographs, as well as all trademarks, registered or unregistered, names, logos, trade dress, slogans, or any other item or proprietary material contained on the Site belong to Lokie Labs (and/or their respective owners) and are protected from use, misuse, reproduction, imitation, misappropriation, reproduction, imitation or misrepresentation, trade dress, slogans, or any other proprietary elements or materials contained on the Site belong to Lokie Labs (and/or their respective owners), and are protected against use, misuse, reproduction, imitation, dilution, or misleading or deceptive uses by Spanish and/or European and/or international intellectual property protection laws.

In no event do these Terms or your access to and browsing of the Site grant any license or assignment in whole or in part, even by implication, any right or interest in such content, and you may not claim any intellectual property or proprietary rights in such content. We (and/or their respective owners) shall retain all present and future rights to the content of the Site. Therefore, any use, copying, reproduction, modification, translation, storage, storage, posting, transmission, transfer, distribution, public communication, licensing, creation of derivative works based on, performance, display, sale or exploitation in any other manner and for any purpose, or any other infringement of intellectual property rights, in whole or in part, without the prior consent of Lokie Labs (and/or their respective owners), is expressly prohibited.

You expressly agree to comply with all applicable intellectual property rules, as well as any additional restrictions contained on the Site, and will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site.

Lokie Labs expressly reserves the right to bring any civil and criminal actions under Spanish and foreign law that it may be entitled to as a consequence of the infringement of the peaceful possession and/or unauthorized use of its intellectual property rights.

Except for the RILLAZ and RILLAZ DEPIX NFT artwork, which is subject to the NFT License below, Lokie Labs retains all intellectual property rights to the content on the Site. Use, copying, reproduction, and creation of derivative works of other Site content is prohibited without prior consent.

## **RILLAZ & RILLAZ DEPIX NFT License**

### ***A) Ownership***

When you own a RILLAZ or RILLAZ DEPIX NFT, you own the underlying Art completely.

Ownership is verified on ApeChain via your connected wallet.

### ***B) License Grant***

Subject to continued ownership, Lokie Labs grants you a worldwide, royalty-free, sublicensable license to:

- Use, copy, and display the Art for personal and commercial use;
- Create derivative works;
- Brand products or services with the Art.

### ***C) Restrictions***

You may not:

- Use the Art to promote hate, violence, or illegal activity;
- Use Lokie Labs' trademarks or logos without a separate license;
- Mint or tokenize the same Art on another platform.

#### ***D) Trademark Notice***

This license does not include rights to use Lokie Labs' trademarks, logos, or brand names.

#### ***E) Transferability***

The license automatically transfers with the NFT. It terminates when you no longer own the NFT.

### **Responsibility and commitments of the user**

You assume your responsibility to make proper use of the Site, and to this end, you expressly undertake, by way of example but not exhaustively, to the following:

- To use the Site and the Contents and Services incorporated therein in accordance with the Law, with the General Conditions of Contract and with Legal Notices published on the Site, with these General Conditions of Use, and of each of the Contents and Services, generally accepted good customs, practices and morality and public order, and without causing injury to the rights of third parties or to the operation of the Site itself.
- Use the Site and the Contents and Services incorporated therein in an appropriate manner, in accordance with the purpose for which it has been made available.

### **Express prohibitions on use**

For these purposes, and by way of example, but without limitation, you agree not to use the Site or any of its Content and Services to do any of the following:

- Use, display, mirror or frame the Site or any individual element within the Site, the name of the Site, any trademark, logo or other proprietary information of Lokie Labs, or the layout and design of any page or form contained on a page, without the express written consent of Lokie Labs.
- Access, tamper with or use non-public areas or restricted resources of the Site, Lokie Labs' computer systems or the technical delivery systems of Lokie Labs' suppliers.
- Attempt to or actually probe, scan or test the vulnerability of any Lokie Labs system or network or breach any security or authentication measures available or accessible through or related to the Site and any of the Content and Services incorporated therein.
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measures implemented by Lokie Labs or any of Lokie Labs' suppliers or any other third party (including another user) to protect the Site.
- Attempt or actually attempt to access or search the Site or download content from the Site using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Lokie Labs or other generally available third-party web browsers.
- Use the Site, or any part thereof, for commercial purposes or for the benefit of any third party or in any manner not permitted by these Terms. You may not commercially exploit the Site in any manner that constitutes a loss of business to us or generates revenue for you or any third party.

- Attempt to modify, adapt, translate, decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site.
- Interfere or attempt to interfere with any user, host or network access, including, without limitation, by submitting a virus, overloading, flooding, spamming or mail-bombing the Site.
- Disrupt and/or obstruct the proper functioning of the Site by any means appropriate for such purpose.
- Impersonate or misrepresent your affiliation with any person or entity.
- Store, distribute or disseminate images, content or comments that (i) attempt or may attempt to infringe on the fundamental rights and freedoms of the public; (ii) incite violence or criminal acts; (iii) advocate terrorism; (iv) are libelous or defamatory; (v) are discriminatory based on sex, race, age, creed or status; (vi) are pornographic, degrading, obscene or defamatory; (vii) are offensive to any person or entity; or (viii) infringe upon minors or, in general, are contrary to the Law, good customs or public order; or infringe upon the intellectual or industrial property rights of third parties, without having previously obtained their authorization; or are contrary to personal and family privacy or to the person's own image.
- Copy, reproduce, alter, modify, create derivative works or publicly display any of the Contents and Services or the Site itself.
- Use robots, spiders or other automated devices or manual processes to monitor or copy any of the Content and Services offered through the Site; or the Site itself.
- Use the Site for any purpose that is unlawful, immoral, offensive or for any other purpose that would violate or infringe any applicable law.
- Encourage or enable any other person to do any of the foregoing.

## **Indemnification**

Lokie Labs may claim from you, through the established legal channels, compensation for damages for improper use of the Site and/or its Content and Services, or for use in contravention of these Terms, for which you as the user are primarily responsible.

## **Advertising**

You are aware that the Site may include advertising and you accept it freely and voluntarily.

## **Links to third-party websites or resources**

The Site may allow access through links to third party websites or resources for the convenience of users. However, the destinations of third-party links are not under the control of Lokie Labs and, therefore, we are not responsible for the content, products or services of such links or resources, which may be governed by terms of use different from those contemplated herein. You acknowledge and expressly agree that you assume all risks arising from your use of such third-party links or resources and that you are solely responsible for such use and any consequences thereof.

The establishment of links between third-party websites and this Site does not imply, in any case, the existence of a relationship between Lokie Labs and the owner of other websites, nor the acceptance and approval by Lokie Labs of their contents or services.

## **Modification, suspension and/or withdrawal of the Site and/or any or all of its Content and Services or access thereto**

Lokie Labs reserves the right, at any time and without prior notice, to:

- Modify the presentation and configuration of the Site and the Content and Services that may be incorporated therein, as well as the conditions required to access and/or use them, at its sole discretion.
- Suspend, withdraw, restrict or terminate your access to and use of the Site and the Content and Services that may be incorporated therein, in its sole discretion.

You acknowledge and agree that at any time Lokie Labs may discontinue, restrict, disable and/or terminate any of these elements that are incorporated into the Site or your access thereto, in Lokie Labs' sole discretion and without prior notice to you.

Such suspension, restriction or termination shall not constitute a breach of these Terms by Lokie Labs, and in no event shall Lokie Labs be liable for any direct or indirect loss (including loss of profits, business or opportunity), damages or costs suffered by you or any other person or entity due to such termination, suspension or restriction of access to or use of the Site or any of its Content and Services.

In addition, Lokie Labs has the absolute authority to remove or modify inactive users of the Site in its sole discretion.

In the event of termination, all provisions of these Terms which by their nature are intended to continue shall survive termination, including the sections of the Terms relating to exclusions and limitations of liability and intellectual property restrictions.

## **Exclusion of warranties and liability**

Lokie Labs does not warrant the continuity, availability, usefulness or quality of the Site. Lokie Labs will make every effort to ensure the proper functioning of the Site, however, Lokie Labs makes no representations or warranties that access to the Site will be uninterrupted or error free. Nor does Lokie Labs make any representation or warranty that any content or software that may be accessed through this Web Site will be error free or cause damage to the user's computer system (software and hardware). In no event shall Lokie Labs or any of its licensors, affiliates, representatives, shareholders, suppliers, or their respective directors, employees or agents (the "Lokie Labs Indemnified Parties") be liable to you or any third party for any loss, damage or injury of any kind arising from accessing, browsing and using the Site, or the products or third-party sites and products, including, but not limited to, those caused to computer systems or those caused by the introduction of viruses.

More broadly, you acknowledge and agree that in no event will Lokie Labs or any of the Lokie Labs Indemnified Parties be liable to you or any third party for any lost profits or any direct or indirect, consequential, exemplary, incidental, special or punitive damages arising out of these Terms, the Site, the Content, the Services, the 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, interruption of service, computer damage or system failure, whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable and even if Lokie Labs has been advised of the possibility of such damages.

Neither Lokie Labs nor any of the Lokie Labs Indemnified Parties shall be liable for any damages that may be incurred by users through improper use of this Web Site. In particular, Lokie Labs shall not be liable in any way for any failure, breakdown, interference, interruption, failure or defect of telecommunications or unlawful interference that may occur.

You acknowledge and voluntarily agree that your use of the Site and the Content and Services incorporated therein, or products or third-party sites and products, is, in any event, at your own discretion and risk and at your sole, absolute and exclusive responsibility. Therefore, you expressly agree that Lokie Labs does not warrant to you that the Site will meet your requirements, that it will be uninterrupted, secure or free from error or unwanted and/or unlawful interference by third parties, or that the content or information appearing on the Site will be of high quality, accurate, current, truthful, complete or reliable. Any reliance you place on the Site, its continuity, security, reliability, content or information is strictly at your own risk.

It is further expressly agreed that in no event shall the aggregate liability of Lokie Labs and the other Indemnified Parties arising out of these Terms or the use or inability to use the Site and/or the Content and Services, or any other related matter, exceed one hundred euros (€100).

You acknowledge that this paragraph is essential and a fundamental element of the basis of the agreement between Lokie Labs and you.

### **Transfer, assignment and delegation**

These Terms, and any rights and obligations granted hereunder, are limited, revocable, non-exclusive and personal to you and, therefore, may not be transferred, assigned or delegated by you to any third party without our written consent, but may be transferred, assigned or delegated by us without notice or restriction to any entity within the Lokie Labs group of companies, worldwide, and to any person or entity succeeding you in the conduct of your business in any capacity whatsoever. Any attempted transfer or assignment in violation hereof shall be null and void.

## **Severability**

If any provision of these Terms is determined by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. Such provision shall be changed and interpreted to achieve the objectives of the provision to the greatest extent possible under applicable Law.

## **Entire agreement**

These Terms constitute the entire agreement between the parties with respect to their subject matter and supersedes and invalidates all other prior representations, arrangements, understandings and agreements relating to the same subject matter (whether oral or in writing, express or implied). Each party acknowledges that in agreeing to these Terms it is not relying on any statement, representation, warranty or understanding other than those expressly set out in these Terms.

## **Waiver**

No failure, inaction or delay by us in exercising any right under these Terms shall be construed as a waiver or acquiescence of such right, and no waiver shall be effective unless in writing and signed by an authorised representative of Lokie Labs.

## **Force majeure**

Lokie Labs shall not be liable for inadequate performance of its obligations under these Terms for reasons beyond its control, including but not limited to governmental legislation, accidents, floods, fires, natural disasters, wars, armed conflicts, terrorist attacks, nuclear incidents, chemical contamination, cyber-attacks by third parties, epidemics, pandemics, strikes, lockouts, etc.).

## **Applicable law and jurisdiction**

For the resolution of disputes that may arise from these General Terms and Conditions of Use, you expressly agree to submit to the jurisdiction of the Courts and Tribunals where Lokie Labs has its registered office in Spain, expressly waiving any other that may be legally applicable. Any dispute shall be resolved in accordance with the provisions of this document, which shall be construed in accordance with Spanish law, the user expressly acknowledging that it is applicable to this document and the use of the Site.

## **Collective claim waiver**

You agree that you may bring claims against Lokie Labs only in your individual capacity and not by way of any joint or collective claim (suit, complaint, or otherwise), which you expressly waive.

## **Contact**

If you have any questions about these Terms or the Site, please contact Lokie Labs through the contact form on the Site.