

Terms and Conditions for the Acquisition of NFT

1. Scope and General Information

- (1) These terms and conditions for the Acquisition of NFT ("**TC**") govern the transfer by Fuel of cryptographic tokens that are non-exchangeable, non-replicable unique tokens (so-called non-fungible tokens) and include works of art to which Fuel owns the relevant rights of use and distribution ("**NFT**").
- (2) The definitions used in the TC shall have the same meaning as the definitions in the GTC, unless otherwise provided in the TC.
- (3) A prior registration on the Platform and the opening of a User Account are required for the acquisition of NFT.
- (4) Fuel does not accept any deviating terms and conditions of Acquirer. This shall also apply if Fuel does not expressly object to their inclusion.

2. Restrictions

The following persons and companies are excluded from acquiring NFT:

- Persons and entities subject to the tax laws of the United States or Canada; and
- Individuals and entities residing or domiciled or permanently residing in countries where the offering of cryptographic tokens is not permitted or which are included on the current Financial Action Task Force (FATF) country list of high-risk and other supervised countries.

3. Transfer Process and Conclusion of Agreements

- (1) Fuel sells/transfers on the Platform NFT in its own name and for its own account (own-business).
- (2) The presentation of NFT on the Platform does not constitute a binding offer to conclude a Agreement.
- (3) The Acquirer may select an NFT on the Platform by clicking or tapping on an NFT and will thereby be redirected to an order screen containing information on the NFT. After entering the requested information and selecting a payment method, the Acquirer may review the information he/she has entered and if necessary, correct the information entered. By clicking the "acquire payable " button, the Acquirer makes a binding offer.
- (4) Fuel shall immediately confirm receipt of the offer by e-mail or other notification. Such e-mail or notification does not constitute a binding acceptance of the offer unless, in addition to the confirmation of receipt, the acceptance is declared at the same time. An agreement shall only be concluded if Fuel accepts the offer by means of a declaration of acceptance.
- (5) The acquisition of NFT may be subject to taxes. Acquirers are solely responsible for taxation and payment of any applicable taxes.
- (6) A prerequisite for the acquisition of NFT is that the Acquirer is the owner of a compatible crypto wallet (i.e. owner of the corresponding private key) ("**Crypto Wallet**") and has provided the address of such Crypto Wallet to Fuel. If the NFT is transferred to an incompatible Crypto

Wallet, it may result in the permanent unusability of the NFT. Fuel is not obligated to offer Crypto Wallets itself. Internet access is required to transfer or use the NFT.

(7) The Acquirer is solely responsible for any hardware, systems and/or software required to use, browse, stream, download, upload or transmit the NFT content.

4. Delivery Conditions

Acquired NFT will be transferred to the Crypto Wallet specified by the Acquirer after receipt of payment of the price or confirmation of successful payment of the price by a payment service provider. The transfer of NFT may be delayed for regulatory reasons (e.g. prior completion of an identification of the Acquirer required under the German money laundering law). The respective delivery period begins with the conclusion of the agreement.

5. Prices and other Costs

(1) All price information on the Platform are gross prices.

(2) The Acquirer shall bear all costs incurred in connection with the Crypto Wallet itself. Such costs will not be charged to the Acquirer by Fuel, but by third parties. The Acquirer shall bear its own costs for internet, postage, telephone and other means of remote communication.

6. Terms of Payment, Set-Off and Right of Retention

(1) Unless otherwise agreed by the Acquirer and Fuel, the price is due immediately.

(2) Payments on the Platform are processed via regulated companies. The terms and conditions of the respective regulated companies apply. The following payment methods are available on the Platform: Credit card payments (VISA and Mastercard). As a price, Fuel only accepts the exchange with the following cryptocurrencies (Ethereum) for the NFT.

(3) The Acquirer is not entitled to offset against Fuel's claims unless the Acquirer's counterclaims have been legally established or are undisputed. The Acquirer is also entitled to offset against Fuel's claims if the Acquirer asserts warranty claims or counterclaims arising from the same agreement.

(4) The Acquirer may only exercise a right of retention if the counterclaim arises from the same agreement.

7. Warranty

Fuel shall be liable for defects of quality or title in accordance with the applicable statutory provisions.

8. Liability

(1) Fuel shall be liable to the Acquirer in all cases of contractual and non-contractual liability in the event of intent and gross negligence in accordance with the statutory provisions for damages or reimbursement of futile expenses.

(2) In other cases, Fuel shall be liable - unless otherwise provided for in paragraph 3 - only in the event of a breach of a contractual obligation, which must be fulfilled in order to enable the proper execution of the agreement in the first place and on which fulfillment the User may rely

(so-called cardinal obligation), and limited to the compensation of the foreseeable and typical damage. In all other cases, Fuel's liability is excluded subject to the provision in paragraph 3.

(3) Liability for damages arising from injury to life, limb or health and damage claims according to the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected by the above limitations and exclusions of liability.

9. Privacy Policy

Information on data protection is contained in the [Privacy Policy](#).

10. Right of Withdrawal

If the Acquirer is a consumer according to section 13 of the German Civil Code (*Bürgerliches Gesetzbuch*) (i.e. a natural person who concludes the agreement for purposes which can predominantly be attributed neither to his commercial nor to his independent professional activity), the Acquirer shall be entitled to a right of withdrawal with regard to the agreement in accordance with the following provisions.

Withdrawal Policy

Right of Withdrawal

You have the right to withdraw this agreement within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the agreement.

To exercise your right of withdrawal, you must send us

Fuel Protocol Ltd.
Lausitzer street 9
10999 Berlin
Germany

Tel. +49 176 34534601

E-mail: support@onfuel.io

by means of a clear declaration (e.g. a letter sent by mail, fax or email) about your decision to withdraw this agreement. You can use the attached withdrawal form sample for this purpose, which is, however, not mandatory.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of Withdrawal

If you withdraw this agreement, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal of this agreement. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

Sample Withdrawal Form

(If you want to withdraw the agreement, please fill out and return this form).

- To

Fuel Protocol GmbH
Lausitzer Straße 9
10999 Berlin
Germany

Tel. [...]

Fax. [...]

E-mail: [...]:

- I/we (*) hereby withdrawal the agreement concluded by me/us (*) for the provision of the following service
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of notification on paper)
- Date

(*) Delete as applicable.

11. Miscellaneous

(1) The agreement is not assignable to any other person or entity without Fuel's consent. Fuel will not unreasonably withhold its consent.

(2) The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods, as long as there are no mandatory statutory provisions to the contrary.

(3) The contractual languages are German and English. The German version of the TC shall be decisive for the interpretation.

(4) Should any provision of these TC be or become invalid, unenforceable or unenforceable in whole or in part, the validity, enforceability and enforceability of the remaining provisions hereof shall not be affected thereby. The invalid, illegal, unenforceable and/or unenforceable provision shall be deemed to be replaced by such valid, legal and enforceable provision which

corresponds as far as possible to the spirit and economic purpose of these TC and to the original intention of the parties.

(5) Online Dispute Resolution (ODR) for private individuals of the European Commission can be accessed at the following link: <https://ec.europa.eu/consumers/odr/>. Fuel is not willing and not obliged to participate in the online dispute resolution procedure of the European Commission or any other dispute resolution procedure.

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[German version](#)