



CLOPR

GENERAL TERMS AND CONDITIONS OF SALE

Last update: September 2023

1. DEFINITIONS

In addition to the terms defined elsewhere in this policy, the following terms, the first letter of which is capitalized, whether used in the singular or plural in this policy, shall have the following meaning

1.1. "Company", "We", "POTION LAB" or the "Seller": refers to the legal entity providing the Website.

1.2. "Site", "Website" or "CloprHouse": refers to the platform made available by the Company so that the User can enjoy the various Products and Services offered there.

1.3. "General Terms and Conditions of Sale", "GTC" or the "Terms": means the document drawn up by the Company and available on the Website. The purpose of this document is to inform the User of the legal and mandatory information relating to the Products and Services provided through the Website.

1.4. "User", "You" or "Customer": means any person who uses the Site and/or places an order. The User is the term that includes both "Professional" and "Consumer" customers. As soon as there is a need to distinguish between these two types of customers, the above designations will be used.

1.5. "Parties" means the collective name which includes the Company and the User respectively

1.6. "Clopr" means the name of the project proposed by the Company.

1.7. "CloprBottle NFT": refers to the only bottle in existence that can hold potions suitable for NFT consumption. This bottle is produced in limited edition and remains refillable.

1.8. "Potion": refers to the liquid that will be stored inside a CloprBottle NFT to trigger the potion-produced asset creation process upon drinking a CloprBottle NFT.

1.9. "StoryPotion": refers to a type of Potion, specifically the first Potion made by Clopr that, when drunk from a CloprBottle NFT, creates a Story NFT.

1.10. "Story NFT": refers to the on-chain asset minted by the consumption of the StoryPotion via a CloprBottle NFT.

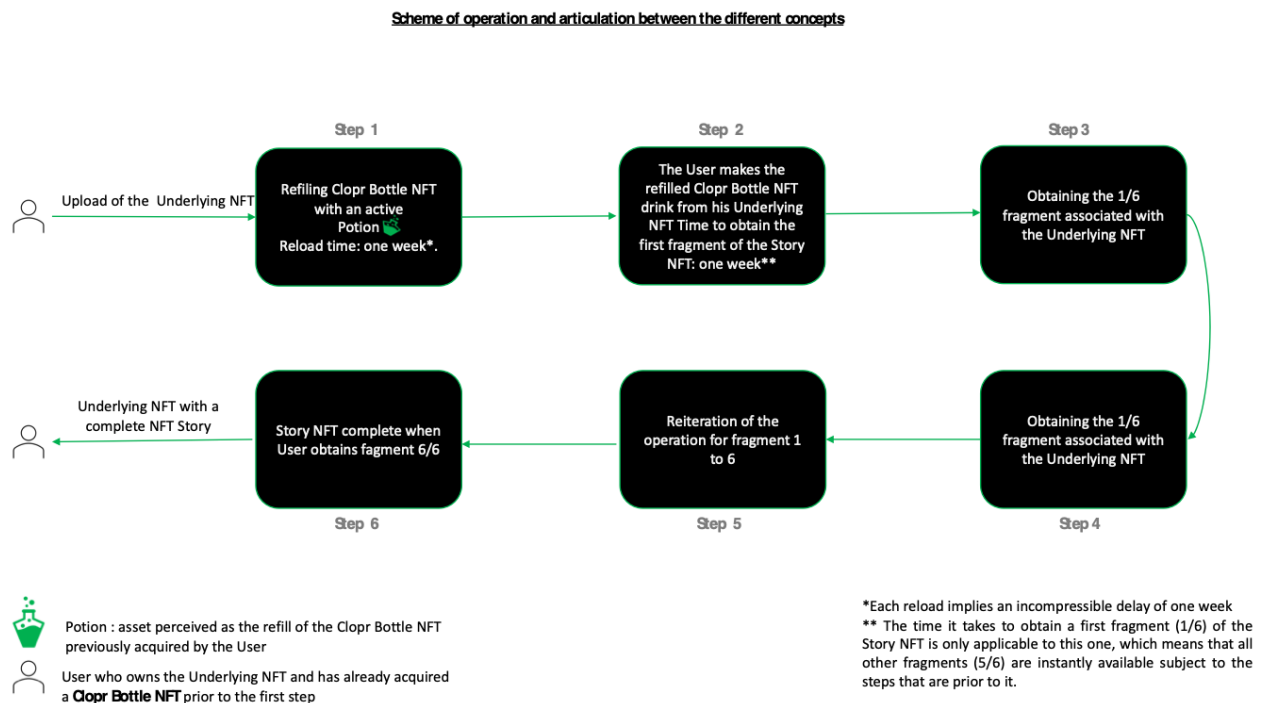
1.12. "Underlying NFT": means the NFT whose initial owner is the User. This Underlying NFT is the one that once the StoryPotion is drunk via a CloprBottle NFT will own the Story NFT.

1.13. "Product and Service" means all products and services offered by the Company.

1.14. "Price" means the value of the Order as accepted by the Parties

1.15. "Order": means any transaction related to a Product or Service for a Price that takes place between POTION LAB and the purchasing Client.

For the perfect understanding of the Users, the functioning of the Collection can be schematized as follows:



2. DESIGNATION OF THE COMPANY

POTION LAB, a 'Société Anonyme' company, whose registered office is located at Rue du Liseron, 7, LAUSANNE - 1006 and registered in the Swiss Trade and Companies Register under number CH-550-1235532-4, whose intra-community VAT number is CHE-185.359.183 and whose IDE number is CHE-185.359.183.

For the purposes of these Terms, the contact email address is: gm@cloprnft.com

The Company operates the Website and Web-App accessible to the public at the following domain URL: cloprnft.com

3. GENERAL PROVISIONS

3.1 Provisions relating to the General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply to all Products and Services offered by the Company via Clopr's website. They are intended to govern the contractual relationship between POTION LAB and the Users, including when You wish to purchase an NFT. To this end, the Terms present:

- Accessibility and eligibility of the Website;
- The delimitation of the rights and obligations of the Parties in accordance with the use of the Site;
- The delimitation of the rights and obligations of the Parties under the various Products and Services;
- Multiple licenses ;
- The responsibility of the Parties.

These General Terms and Conditions of Sale constitute a legally binding agreement between the Parties. Your consent to the T&Cs is required in order for You to purchase a Product.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU MAY NOT ACQUIRE THE PRODUCTS AND SERVICES OFFERED BY POTION LAB. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND AGREE TO BE LEGALLY BOUND BY THEM. YOU ACKNOWLEDGE THAT YOU ARE ACTING IN FULL COMPLIANCE WITH THESE TERMS AND CONDITIONS AND WITHIN THE LIMITS OF YOUR RIGHTS. YOU ARE EXPRESSLY PROHIBITED FROM ATTEMPTING AND/OR USING CLOPR HOUSE. YOU ARE ALSO PROHIBITED FROM ATTEMPTING AND/OR ACQUIRING ANY NFT OFFERED BY THE COMPANY.

For the purposes of these General Terms and Conditions of Sale, a breach is understood to be the non-performance or failure to perform the provisions that the Parties have undertaken to perform in good faith. Consequently, the failure of one of the Parties to comply with one of the provisions of these GTC shall have various legal consequences (*see below*).

3.2.Objective of CloprHouse

The main idea is to add value or scarcity to your Underlying NFT, to achieve this the system consists of minting on-chain assets also known as *NFT of NFT*. The mechanism implemented via the Clopr project is intended for any underlying NFT that exists.

The CloprHouse application can only be powered by a CloprBottle NFT, so far the only type of bottle that can hold Potions. The production of CloprBottle NFT is limited and is infinitely refillable. The first Potion is created by the Clopr project and is called StoryPotion. When this StoryPotion is consumed through a CloprBottle NFT, a Story NFT is created. This Story NFT is the asset produced by consuming the StoryPotion. The Story NFT is the unique and permanent property of the underlying NFT.

The CloprBottle NFT being seen as a token in the development phase will confer more rights, including deployment and the choice between different Potions. The project, therefore, aspires to interact with Users, and brands among others to deploy more Potions. Thus, in the long term, the Company wishes to extend the possibility of creating Potions, so there would be several types of Potion creators, including members of the Clopr ecosystem.

The use of the Site follows a mechanism that can be compared to entering a bar. Indeed, the User comes to connect his Wallet and "sit at the bar". Thereafter, he brings an empty "CloprBottle NFT" which is refilled with a Potion in the 'alembic room'. The User can then 'drink' the CloprBottle NFT to their own selected Underlying NFT. The User can also go to the 'toilet' area to access its dashboard among others (the User Route is detailed in more technical detail in *section 6.1 User Route*).

3.3.Provisions relating to Products and Services

The Company provides Products and Services for a fee, POTION LAB creates and sells NFTs and also other closely related Products and Services. The Products are NFTs to which underlying NFTs are attached. The CloprBottle NFT meets the standard of the utility NFT type and the Story NFT meets the standard of the collectible NFT type. Note that a Potion is simply a refill of the CloprBottle NFT, which means that it is not an NFT. In addition, the Company provides a free Service that is materialized by a space that is dedicated to all the Users and allows them to read various and varied stories.

More specifically, the Company offers:

- CloprBottle NFTs (contents)
- Potions (containing)
- Access to a reading area
- Story NFTs (the result of the combination of content and container)

In accordance with the use of the Site, the Product is deployed on the *Ethereum* blockchain. The CloprBottle NFT collection consists of ten thousand (10,000) units.

4. ACCESSIBILITY TO CLOPR HOUSE

4.1.Age restriction

The acquisition of Products and Services and more generally the use of CloprHouse is subject to an age restriction. As such, all Products, services, and use are intended for Users who are at least eighteen (18) years of age, i.e. the legal age of majority under current Swiss law. Thus, all acts that are carried out in violation of this stipulation are strictly prohibited and constitute a violation within the meaning of these Terms.

4.2. Legal capacity

Our Products are offered exclusively to adults who possess the legal capacity in accordance with the application of articles 16 and 19 of the Swiss Code of Obligations (CO). Also, all acts that are carried out in violation of this stipulation are strictly prohibited and constitute a violation in the sense of these Conditions.

4.3. Minimum computer requirements

The Website has been designed to operate with the following technical configurations:

- Operating system: You will need a modern operating system such as Windows, macOS, or Linux.
- Browser: You will need a browser that supports Web3 technology, such as MetaMask or Brave. These browsers are designed to work with decentralized applications and blockchains.
- Internet connection: You will need a stable internet connection with a minimum speed of 10 Mbps for a smooth experience.
- Processing power: The minimum processing power required can vary depending on the application, but a modern processor with at least 2 cores and a clock speed of 2.0 GHz should be sufficient for most applications.
- RAM: The minimum required RAM can also vary depending on the application, but at least 4 GB of RAM should be sufficient for most applications.
- Storage: You will need enough storage space to install the necessary software and browser extensions, as well as any files or data associated with the decentralized application.

It's worth noting that these are just general guidelines and the specific requirements for a particular decentralized application may vary. Thus, the User must meet the minimum requirements of this website for both the operating system and the browsers that remain compatible.

YOU THEREFORE AGREE TO ACT IN GOOD FAITH AS TO THE EFFECTIVENESS OF YOUR HARDWARE AND COMPUTER CONFIGURATION THAT ALLOWS YOU TO ACCESS CLOPR HOUSE. THE COMPANY DECLINES ALL RESPONSIBILITY FOR ANY MALFUNCTIONING IN THE EVENT THAT THE MINIMUM CONFIGURATION REQUIRED IS NOT MET BY THE USER.

4.4. Accessibility of the Site

Access to the Products and Services is conditional on the connection of a wallet.

1. Connecting a wallet

The Order is made through the Website. More specifically, the transaction is conditional on the connection of a wallet. In addition, the User must make the purchase via the connection of a compatible wallet which is included in the following exhaustive list:

12. *Metamask ;*
13. *Wallet connect ;*
14. *Ledger Live.*

Furthermore, the Company reserves the right to modify this section. More specifically, POTION LAB has the right to extend access to the Website by extending the wallet list.

5. MANAGEMENT AND SUPERVISION OF THE SITE

The Company reserves the right, but not the obligation, at any time to:

- Monitor the Website for violations of these Terms and Conditions;
- To order legal or other sanctions against one or more Users at its own discretion in the event that they violate these GTC;
- Restrict, suspend, or deny you access to all or part of the Site;
- Remove or disable access to the Site temporarily or permanently;
- Administer the Site in any other manner that protects our rights and property to facilitate the proper operation of the Site.

6. PAYMENT AND DELIVERY TERMS

The official CloprBottle NFT collection is available while stocks last. Whereas the first collection, StoryPotion, is released in unlimited quantities which means that it is continuously available, therefore the sales period will be indefinite.

6.1. User path

The User enters the Clopr House website by connecting his wallet, the *sine qua non* being the possession of a CloprBottle NFT in order to be able to refill it with a Potion. The User then proceeds to consume the Potion through the CloprBottle NFT. This consumption is technically perceived as stacking, the first use of which is manifested by a staking of a week. Once the bottle has been refilled with a Potion, the User selects the Underlying NFT to which they wish to have the Potion consumed. There is also a one-week delay on this first consumption. As a result of this operation, the Underlying NFT now possesses a fragment of the final asset and cannot be separated from it. This typical path represents the first step towards acquiring a full Story NFT. It should be repeated in order to complete the entire on-chain asset if the Client wishes, but is not obliged to do so.

It should be noted that recharging a Clopr Bottle NFT with a Potion perpetually involves a stacking delay of one week from the time the recharge is initiated. Whereas the consumption of the recharged Clopr Bottle NFT suffers a delay of one week only when first consumed by the Underlying NFT.

Once the six (6) fragments have been obtained, the User will own the complete story that makes up the entire on-chain asset. The possession of this asset confers various rights detailed in a Gitbook at docs.cloprnft.com. It should be noted that the User has the option of continuing this story up to fragment 6 without being obliged to do so. In addition, the project proposes a Burn solution in the event that the final story is not suitable. Indeed, this mechanism allows the story to be destroyed in order to recreate a new one and also add value to another one (details of the mechanism in *section 13 and Gitbook*).

6.2. Product price and payment method

In order to place an order for Products, the User is invited to follow the instructions provided above. The User may check the details of the order, the total price, and the applicable *gas fees* on the Ethereum blockchain in order to modify any errors before placing an Order.

All the Prices displayed on the Site for all our Products and Services are expressed in *Ethereum* (hereinafter "ETH") which is the only currency compatible with the acquisition of a Product on our Website. In order to pay the agreed Price, the User proceeds to the payment according to the payment methods imposed by the Website. The Price includes all taxes and delivery costs.

ON THE OTHER HAND, THE GAS FEES, TO BE UNDERSTOOD AS THE TRANSACTION COSTS OF A TRANSACTION TAKING PLACE ON THE BLOCKCHAIN, REMAIN AT YOUR CHARGE. FURTHERMORE, YOU UNDERSTAND AND ACCEPT THE PRESENCE OF GAS FEES INHERENT TO THE TRANSACTION WHICH REMAIN BEYOND THE CONTROL OF POTION LAB.

You will be informed of the Prices for future Products and Services via the Site. The Prices for the original collection are as follows:

- (1) One unit of CloprBottle NFT corresponds to an amount between 0.05 and 0.20 ETH depending on community status, role, and allowlist ;
- (1) One unit of StoryPotion is priced at 0.0042 ETH

Prices and tokens will be revealed on the Gitbook, websites, and socials before the mint.

6.3. Effectiveness of payment

The User may check the status of the Order and in particular the Price of the Product and the total Price including the *gas fees* applicable to the Order.

Payment is made at a specific time, which is considered effective as soon as the smart contract is concluded on the blockchain. The payment is made in full at the date and time of the Order. You must make payment in full in accordance with the payment methods imposed by the Site. Moreover, deferred payments and deposits are excluded from the effective payment methods.

In the event that the payment is canceled or declared invalid, even though the transfer of the Product has taken place, the User agrees to immediately return the NFT for which the full Price has not been paid.

6.4. Delivery of the Product

The effectiveness of the Order leads to the immediate delivery of the CloprBottle NFT and/or the Potion to the wallet that has been previously connected via CloprHouse, and consequently, the transfer of ownership of the Product takes place at this moment. This transfer of ownership results in the granting of a user license and also a commercial license, which is detailed in section 12. *Licensing*.

6.5. Invoicing of the Order

Invoicing for the Product Order shall take the form of a document available upon request at gm@cloprnft.com.

7. WITHDRAWAL

As a matter of principle, the Swiss Federal Act on Consumer Protection (Bundesgesetz über den Konsumkredit, KKG) governs the right of withdrawal for consumers in Switzerland.

"The consumer shall have a period of seven days to exercise their right of withdrawal from a distance contract or an off-premises contract, without having to provide any reasons for their decision or bear any costs other than those specified in Swiss law.

The withdrawal period shall commence from:

- The date of the conclusion of the contract for service contracts and contracts mentioned in Swiss law;
- The date of receipt of the goods by the consumer or a third party designated by the consumer, other than the carrier, for contracts for the sale of goods.

In the case of orders involving several goods delivered separately or a good consisting of multiple lots or parts, with staggered delivery over a defined period, the withdrawal period shall commence from the date of receipt of the last good, lot, or part. For contracts providing for the regular delivery of goods over a defined period, the withdrawal period shall commence from the date of receipt of the first goods.

However, since the products are of a digital nature and are intended for personalization and sale on an open market, which could directly impact their market value, the conclusion of the contract will immediately initiate its execution. In light of the immediate execution of the contract upon purchase and in accordance with applicable Swiss consumer protection laws, the withdrawal period is excluded.

IN ACCORDANCE WITH SWISS CONSUMER PROTECTION LAWS, THE COMMENCEMENT OF CONTRACT EXECUTION EXCLUDES THE RIGHT OF WITHDRAWAL. THEREFORE, BY PURCHASING A DIGITAL PRODUCT ON THE WEBSITE, YOU EXPRESSLY CONSENT TO THE IMMEDIATE COMMENCEMENT OF CONTRACT PERFORMANCE."

8. MODIFICATION AND CANCELLATION OF THE ORDER

In the context of the sale of digital products, and more specifically the sale of digital assets, there is a principle of exclusion of the right to modify and/or cancel the order relating to the product. Indeed, the *smart contract* operates via a blockchain, which makes it impossible to carry out a reversible action, in particular one consisting of a modification or cancellation. Consequently, the immutability of the action means that once the Order has been placed, the Customer is unable to modify and/or cancel it.

However, the User shall have a reasonable period of time of 48 hours in which to check the conformity of the Order and, if necessary, to send us any reservations/complaints. Furthermore, this period shall not be understood as a withdrawal period, but as a period running from the date of the Order and allowing the User to make known the existence of a defect in the solution offered to the Seller.

9. LAWFUL USES

In order to enjoy the Products and Services offered by POTION LAB in accordance with their intended purpose, You warrant that: (1) You have legal capacity under Swiss law; (2) You are of legal age under Swiss law; (3) You are not a minor under the law of the country in which you reside; (4) You are not using the Product for purposes other than its intended purpose and, in particular, not in an authorized manner; and (5) Your use does not violate any applicable law or regulation.

10. ILLEGAL USES

In addition to the provisions of Section 9. *Lawful uses*, You are obliged to use the Product only for the purposes that are provided for in these provisions. If you do not do so, you may be held liable for any violation of these provisions.

As a purchasing User, You agree not to :

- Use a robot or process by automatic means to access the service for any purpose ;
- Interfere in any way whatsoever with the operation and acquisition of an NFT from the said collection;
- Deceive, defraud, or mislead POTION LAB ;
- Denigrate, tarnish, or otherwise damage the reputation of us and our leaders ;
- Acquire a Product in such a way as to characterize an incompatibility with any applicable law or regulation ;
- Impersonate the Company, an employee of the Company, or another User of the Site ;
- Use the Product and its content for prohibited purposes, except for those specifically and expressly approved by POTION LAB (*section 12 Granting of a non-exclusive non-commercial license*) ;
- Harass, intimidate, or threaten any of our employees.

It should be noted that in addition to the characterization of a prohibited action as defined above, the attempt, even if unsuccessful, is subject to the same restriction and therefore to the same sanctions as the act of committing the said action. YOU FURTHER AGREE NOT TO ACT IN SUCH A MANNER.

11. INTELLECTUAL PROPERTY RIGHTS

Subject to a provision to the contrary and in consideration of the licenses granted to the User by the following section, all the elements presented by POTION LAB are our exclusive property and are protected by the copyrights held by the Company. Accordingly, the features, database, images, graphics, illustrations, logos, trademarks, patents, copyrights, and all other intellectual property rights are owned by POTION LAB. We reserve all rights not expressly granted to You in these Terms. Consequently, the non-conforming use of the Site by anyone other than the Company without prior express authorization is strictly prohibited.

12. STORY NFT LICENSE TERMS AND CONDITIONS

Under compliance with the applicable provisions and conditions set forth herein, and pursuant to the Swiss Federal Act on Copyright and Related Rights (Copyright Act) and other relevant legal provisions, you are hereby granted a non-exclusive commercial license, the terms and conditions of which are specified below. Additionally, you are granted a user license.

In addition, this section is intended to detail the distribution of exploitation rights as well as use rights while exposing the limits to which You are subject.

By acquiring lawful ownership to non-fungible tokens ("**CloprBottle NFT**") associated with the NFT Project ("**Clopr**") made available under this NFT License ("**Clopr**") created by the owner or entity that has created this Project NFT ("**POTION LAB**" or "**we**" or "**our**"), you agree to these NFT License Terms and Conditions (**the "Terms"**). When you lawfully own an Underlying NFT (**as defined below**), you own all personal property rights to **its corresponding Story NFT** generated from the usage of a CloprBottle NFT (e.g., the right to freely, sell, transfer or otherwise dispose of that Story NFT). However, your rights to the associated artwork, story, design, images, video, content or other authorship developed by POTION LAB ("**Story NFT**") are only as outlined below.

1. GENERAL LICENSING INFORMATION

1. Definition of the Story NFT

FOR A COMPLETE UNDERSTANDING OF THE PRESENT, THE TERMS "ART" AND "NFT MEDIA" REFER BOTH TO THE "STORY NFT" DEFINED AS THE ASSET BELONGING TO AN "UNDERLYING NFT" PRODUCED BY DRINKING A CLOPRBOTTLE NFT FILLED WITH STORYPOTION. IT IS COMPOSED OF 6 FRAGMENTS REVEALED WITH EACH DRINK. THE "UNDERLYING NFT" IS MEANT AS REFERRING TO THE NFT WHICH DRANK OR USED A CLOPRBOTTLE NFT TO TRIGGER THE CREATION OF A STORY NFT.

The present License Terms and Conditions have for object the regulation of author's rights (*defined under Swiss Law as rights that creators enjoy over their literary and artistic works*) linked to the acquisition of a CloprBottle NFT and subsequently for the exploitation of the NFT Media "Story NFT".

2. NFT License grant

2.1. NFT Media License

For as long as you lawfully own an Underlying NFT, Creator grants you a non-exclusive, perpetual, irrevocable (except as set forth in Section 2.2. below) worldwide license under our copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works of the specific **Story NFT linked to your Underlying NFT** for personal and commercial uses, with the right to sublicense such rights through multiple tiers of sublicenses subject to the limitations in Sections 2 and 3 of these Terms with the POTION LAB Company (“POTION LAB” or “POTION LAB Company”) being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. This license includes the right to display as a profile picture, display on products or services using the Story NFT or Story NFT Derivatives (as defined below), display on sold merchandise, use in your original content, or display in a physical or digital museum. All intellectual property rights in and to the Story NFT and any other intellectual property rights of POTION LAB not expressly licensed herein are reserved by POTION LAB.

2.2. Modification and Derivative Works

We understand that you might want to create derivative works of the Story NFT (“**Your Story NFT Derivatives**”) and we allow you to do so under the scope of the license granted above. However, you acknowledge and agree that (i) we may also create our own future derivatives of the NFT Media, (ii) the subsequent lawful owner of the Story NFT may create their own derivatives of the Story NFT, and (iii) other owners (“**Other Story NFT**”) may also create their own derivatives of the Other Story NFT (each of them “**Other Story NFT Derivatives**”).

These Other Story NFT Derivatives may be similar or identical to Your Story NFT Derivatives. Accordingly, on behalf of yourself and your heirs, successors, and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand, or challenge against (i) Creator or its past, present, and future parents, affiliates or licensees (or any of their partners, members, employees, officers, directors, contractors, agencies, and equity holders) in connection with their use distribution, reproduction, display, perform, modification and creation of derivative works of any Story NFT or any of their own Other Story NFT Derivatives or (ii) any other Story NFT owner and past, present and future parents, affiliates or licensee (or any of their partners, members, employees, officers, directors, contractors, agents, and equity holders) in connection with the use distribution, reproduction, display, perform, modification, and creation of derivative works of the Other Story NFT or any of their Other Story NFT Derivatives. The foregoing is the case even if such Other Story NFT or Other Story NFT Derivatives is similar or the same as any of Your Story NFT Derivatives that have been created by you.

2.3. Owner of the assigned rights

The Owner of the assigned rights detailed under the present license terms and conditions is the POTION LAB Company which is properly so-called in French ‘*société anonyme*’ established under Swiss law, with a share capital of CHF100.000, having its headquarters in *rue du Liseron, 7, LAUSANNE (1006), Switzerland* and which is identified at the Commercial and Companies Registry under the number CH-550-1235532-4 represented by Mr Antoine BERTIN. Story NFTs are made available under the Clopr NFT Project established by POTION LAB Company.

2. SCOPE OF APPLICATION

1. Duration

The present License Terms and Conditions shall remain in effect as long as you maintain ownership of the Underlying NFT, which confers actual ownership of the Story NFT upon you.

The assigned rights covered by these Terms and Conditions and their use (*copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works*) are made available at the date of ownership of the Story NFT.

By lawfully transferring ownership of your Story NFT, the License and assigned rights covered (*copyrights to use, distribute, reproduce, display, perform, modify, and create derivative works*) to the Story NFT shall terminate upon the effective date of such transfer. We strongly inform you that the License in the Story NFT is terminated if the underlying NFT is sold and will transfer to the new owner of the underlying NFT. Hence, the property of the Story NFT is attached to the Underlying NFT property.

Illustration. You own the CoolCat#123 NFT (the Underlying NFT) which is, itself, the owner of the Story NFT#123. If you decide to sell your CoolCat#123 NFT, the new owner will also become the owner of the license terms and conditions applicable to Story NFT #123.

2. Termination

If you materially breach any of the provisions of these Terms, POTION LAB may terminate all the licenses granted to you under these Terms. POTION LAB will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your licenses shall terminate regardless of whether such notice is received. Upon the termination of your licenses, you shall cease all use of the rights granted under Paragraph 1.2, including without limitation, ceasing all marketing, distribution, or sale of goods, services, and media that feature the Story NFT and shall cease all further use of the Story NFT (including any Story NFT Derivatives), and all sublicenses you have granted in the Story NFT shall automatically terminate. The following section shall survive the termination of these Terms and shall continue in full force and effect after and notwithstanding any termination of these Terms by POTION LAB. Termination will not limit any Creator's other rights or remedies at law or in equity.

12.2.3 Nature of the assigned rights and limitation

No Rights to Trademarks

Nothing in these Terms is meant to grant you any rights to any logos, trademarks, service marks, and trade dress associated with POTION LAB Company and the Project NFTs "Clopr" and "CloprBottle". Unless you have our prior written approval, you may not use any Project Trademarks for any use that would require a license from us, including registering any domain names or social media accounts using any Project Trademarks, in any Story NFT Derivatives, or advertising or promote any other products or services.

In case of violation of the above paragraph, all rights resulting from this will be transferred to POTION LAB Company at your own expense.

No Personal Rights

In any case, your Story NFT involves an individual representation (such as a celebrity), and personal rights might have to be assigned which are not included in the present License Terms and Conditions.

THE INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHTS REMAIN THE PROPERTY OF POTION LAB WHO MAKES THEM AVAILABLE IN THE FORM OF A LICENSE FOR THE DURATION OF OWNERSHIP OF THE STORY NFT.

2. **USE OF THE ASSIGNED RIGHTS**

2.1. Functioning and Support.

Subject to legal acquisition of the NFT and for the duration of ownership of the NFT (license period), you are assigned the intellectual property rights provided. Accordingly, you may reproduce, distribute, create derivative works from, publicly display, transmit and use the work attached to the Story NFT. The use may be commercial or non-commercial and may be in any present or future media.

The rights are entirely attached to the Story NFT as defined herein. You may not claim a right in any individual element of the Story NFT.

2.2. Transfer and Sublicensing.

The licenses granted in these Terms are non-transferable, except that if you lawfully transfer ownership of your Story NFT, the license to the NFT Story to you shall terminate upon the effective date of such transfer and such licenses will be assigned to the new owner of the Story NFT. As a condition to sales, transfers, or similar transactions of the Project NFTs, the transferee agrees upon the acquisition of the Project NFT that (i) a transferee is not a Restricted Party and (ii) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth above, you are only permitted to do so if any such sublicensee agrees (i) that they are not Restricted Parties, (ii) to the same covenant not to assert as set forth in the second to last sentence of Section 1.2.2. and (iii) that if your licensed rights in Section 1.1 are transferred (such as because you sell your Underlying NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate. Because virtually all public blockchains are licensed under open-source licenses, it is possible that the blockchain may fork, merge, or duplicate the original blockchain that initially recorded ownership of your Underlying NFT. In such case, any rights granted under these Terms to owners of any Underlying NFT will only be granted to the lawful owners of such Underlying NFT whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).

2.3. Third Party Content

POTION LAB Company hereby represents and warrants to you that all of the copyrights in the NFT Media are owned by POTION LAB Company and do not contain (i) any artwork, images, video, content, or other works of authorship, (ii) logos, trademarks, service marks, or trade dress or rights of personality in which the relevant intellectual property rights are not owned by POTION LAB ("**Third Party Content**"), provided that the foregoing shall not apply if POTION LAB Company has obtained a license to such Third Party Content consistent with the licenses under these Terms or POTION LAB Company has supplemented this NFT License with an additional license that governs your right to use such Third Party Content.

2.4. Restrictions.

Notwithstanding any of the above, you may not use the NFT Media in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal, or obscene or that promotes any such activity, as determined in POTION LAB Company's sole discretion, it is understood that POTION LAB may designate another entity such as a decentralized autonomous organization ("DAO") or committee of DAO to make this determination in POTION LAB's place, in which case POTION LAB will be bound by that other entity's decision. To purchase the Project NFT if you are an individual, you must be 18 years of age or older if the age of lawful capacity of forming binding contracts is older in the relevant jurisdiction.

2.5. Return of license to POTION LAB.

You grant the POTION LAB Company a royalty-free, sublicensable license to publicly display and otherwise use the NFT and any other NFT in the Clopr Collection for the purpose of promoting or exhibiting its NFT collection.

2.6. Derivatives.

You own all the rights attached to Your Story NFT Derivatives created during the terms of the License. In the event that you license copyright on your Story NFT Derivatives, a such license must include the terms of this license to avoid infringement of POTION LAB Company's rights. In any case, the intellectual property rights on the original Story NFT remain the property of the POTION LAB Company. Likewise, the use of the rights for your Story NFT Derivatives remains subject to the license conditions provided by the present Terms. At the end of the license, the use of the rights granted by the present license for the realization of Your Story NFT Derivatives remains subject to the authorization of the new owner of the underlying NFT. Any registration of Your Story NFT Derivatives must indicate the origin of the pre-existing Story NFT owned by the POTION LAB Company on which your Story NFT Derivatives was created. To the extent that Swiss Intellectual Property law permits the holder to bring an infringement action based on the unauthorized use of Your Story NFT Derivatives Work, you agree that (i) any such claim must be based solely on the unauthorized use of Your Story NFT Derivative Work not on other works potentially derived from another NFT in the Project NFT, (ii) POTION LAB Company may, in its absolute discretion, join the claim and, unless it is likely to result in your harm, choose to take control for further action, (iii) in the event of a dispute between you and another owner of a Story NFT, POTION LAB has no obligation to support the conflict resolution nor to resolve the dispute. The transfer of the Underlying NFT involves the termination of the present Terms and Conditions. During the licensing period, in the event you create and make publicly available Derivatives using rights applicable to the Story NFT, these Derivatives might continue to be exploited in accordance with these Terms and Conditions provided that (i) you are in charge of any obligation and/or any responsibility resulting from the published Derivative during the duration of the License and (ii) this authorization does not allow you to create new Story NFT Derivates after the expiration of the present license. Any support reproducing Your Story NFT Derivates that was published during the application of these Terms and Conditions can continue to be diffused but any new creation and sub-derivatives of the Story NFT Derivates will require express licensing from the new owner of the Underlying NFT.

3. DISCLAIMER, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

3.1. Disclaimer.

YOUR ACCESS TO AND USE OF THE CLOPR PROJECT AND STORY NFT IS AT YOUR OWN RISK. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, POTION LAB COMPANY, ITS PARENTS, AFFILIATES, PARTNERS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, AGENT, LICENSOR, AND EQUITY HOLDER (THE "CREATOR ENTITIES") DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT IN THE CLOPR PROJECT AND STORY NFT. THE CREATOR ENTITIES MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY AND LIABILITY FOR (I) THE COMPLETENESS ACCURACY, AVAILABILITY, TIMELINESS, ORIGINALITY, SECURITY, OR RELIABILITY OF THE CLOPR PROJECT AND STORY NFT; (II) THE OPERATION OR COMPATIBILITY WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM, DEVICE, BLOCKCHAIN, DIGITAL WALLED, HARDWARE OR MARKETPLACE; AND (III) WHETHER THE CLOPR PROJECT AND STORY NFT WILL MEET YOUR REQUIREMENT OR BE AVAILABLE ON A UNINTERRUPTED, SECURE OR ERROR-FREE BASIS; AND (IV) THE DELETION OF, OR THE FAILURE TO STORE OR TRANSMIT THE CLOPR PROJECT AND STORY NFT. THE CLOPR PROJECT AND STORY NFT ARE INTENDED FOR CONSUMER ENJOYMENT, USE, AND CONSUMPTION ONLY.

3.2. Limitations of Liability.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE CREATOR ENTITIES BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE CLOPR PROJECT OR THE STORY NFT), HOWEVER, CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE CLOPR PROJECT AND STORY NFT OR THESE TERMS AND WHETHER IN CONTRACT, PRODUCT LIABILITY OR TORT OR OTHERWISE, EVEN IF THE CREATOR ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR (II) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE CLOPR PROJECT AND STORY NFT. THE MAXIMUM AGGREGATE LIABILITY OF THE CREATOR ENTITIES FOR ALL DAMAGES AND CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

3.3. Assumption of Risk.

THE VALUE OF THE CLOPR PROJECT IS SUBJECTIVE, HAS NO INHERENT VALUE, AND THEREFORE CAN BE VOLATILE. YOU AGREE TO ASSUME ALL RISKS ASSOCIATED WITH THE USE AND VALUE OF THE CLOPRBOTTLE NFT AND STORY NFT.

3.4. Fundamental Elements.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE CREATOR ENTITIES AND YOU.

3.5. Template Provider Disclaimers.

You and POTION LAB each agree and acknowledge and agree that (i) these terms are based on a template that has been provided for public use, and (ii) each party and its heirs, successors and assigns, irrevocably covenants and agrees not to assert or bring any suit, claim, demand or challenge against the providers of such template, their parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, service providers and licensor (the “Template Provider Entities”) in connection with these terms, (iii) the availability of these terms shall not be construed as legal advice for any particular facts or circumstances and are not meant to replace consulting competent counsel who is aware of your specific facts and circumstances and those of. Creator, and (iv) these terms might not reflect all current updates to the law or applicable interpretive guidance.

4. ADDITIONAL PROVISIONS

4.1. Additional Features.

The creator may choose to make additional features, access, content, items, or other benefits available to the community of the Clopr Project NFT (“**Additional Features**”). POTION LAB has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a CloprBottle NFT or Story NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.

4.2. Miscellaneous.

These Terms constitute the entire and exclusive understanding and agreement between the Creator and you regarding the Clopr NFT Project and Story NFT and supersedes and replace any and all prior oral or written understandings or agreements between POTION LAB and you regarding the Clopr NFT and Story NFT. If any provision of these terms shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These terms and the licenses granted hereunder may be freely assigned by POTION LAB. 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.

4.3. Governing Law and Arbitration.

You and POTION LAB shall cooperate in good faith to resolve any dispute, controversy, or claim arising out of, relating to, or in connection with these Terms including with respect to the formation, applicability breach, termination, validity, or enforceability thereof (the “Dispute”). If the parties are unable to resolve a Dispute within ninety (90) days from the occurrence of the said dispute, no solution is found, then the Dispute will be brought exclusively before Lausanne jurisdiction (Switzerland).

13. RIGHT TO DELETE THE NFT STORY

For the purposes of this section, 'Burn' is understood to mean the burning of the on-chain asset and is synonymous with the total and permanent destruction of that asset.

The Burn mechanism is an option left to the User in case the final story does not suit You or in case You simply wish to start a new story on the same underlying NFT. The possibility of using the right of deletion

is unlimited, provided that the operation respects the Burn rules directly coded within the smart contract. It is important to note that to Burn one Story NFT, you need to own another one as the burning of one Story NFT increases the value by adding pages to the remaining one. *Detailed in Gitbook.*

14. DUTIES AND CONTRACTUAL OBLIGATIONS OF THE PARTIES

All information in these General Terms and Conditions of Sale is strictly confidential. The Company and the User shall refrain from disclosing any information relating to the GTC, subject to legal or regulatory obligations.

14.1 Obligation of the Seller

We are the debtor of the present obligations, in case of total or partial non-performance or poor performance, You are likely to engage our responsibility. The following are the obligations for which POTION LAB is responsible.

1. The Company is obliged to guarantee its Products in accordance with the various legal guarantees.
2. Subject to the establishment of an effective payment, the Company undertakes to deliver the agreed item in exchange for the payment made by the Client.
3. POTION LAB undertakes, in good faith, to execute the entirety of these Terms and Conditions subject to your proper execution.

14.2. Obligation of the User

You are the debtor of the present obligations, in the event of total or partial non-performance or poor performance, You may be held liable. The following are the obligations for which the User is responsible.

14.2.1 The Customer is obliged to pay the agreed Price in exchange for the Product. POTION LAB undertakes to deliver the Product on the condition that You pay the Price agreed upon at the time of the Order.

2. The Customer undertakes to provide the information required to complete the Order and, more specifically, the Customer undertakes to guarantee the veracity of the information provided. In order to contribute to the proper functioning of the ecosystem and the accuracy of the information, the User undertakes to keep the information and other content accurate. Furthermore, the provision of information that is erroneous, whether intentional or not, remains at the User's risk. Consequently, the Company shall not be held responsible for the transfer of the Product taking into consideration of the erroneous information.
3. The User undertakes to behave in such a way as to ensure the confidentiality of any information deemed confidential.

4. Subject to the non-exclusive commercial license granted to the User, You are obliged to use the Product in accordance with its intended purpose. The consequence is the prohibition of prejudicial use. It is therefore prohibited to harm or attempt to harm the POTION LAB ecosystem by any means whatsoever.
5. The User is obliged to perform these provisions, the GTC, in good faith. You agree to perform the entirety of these Terms, subject to the proper performance of the Parties.

THE NON-PERFORMANCE OR IMPROPER PERFORMANCE OF ANY OF THE PRESENT OBLIGATIONS SHALL ENTAIL THE CONSEQUENCES SPECIFIED IN THE PROVISIONS *BELOW* OF THESE GTC. THE FAILURE OF THE USER TO COMPLY WITH ITS CONTRACTUAL OBLIGATIONS, WHICH THE COMPANY WOULD NOT INITIALLY TAKE ADVANTAGE OF, SHALL NOT BE INTERPRETED AS A WAIVER BY THE COMPANY OF ITS RIGHTS OR OF THE RIGHT TO TAKE ADVANTAGE OF THEM LATER.

15. AMENDMENT RELATING TO COLLECTION

The collection may contain defects and/or errors. To this end, POTION LAB reserves the right, at its free discretion and without prior notice, to change, modify, interrupt, or delete content related to the Products and Services at any time and for any reason in the interest of the ecosystem.

In addition, the Company reserves the right to modify, suspend and discontinue the service temporarily or permanently for the following legitimate reasons

- Improvement, and change related to the website ;
- Technical reasons ;
- Evolution of commercial and user licenses;
- Any significant change.

However, if and only if the modification seriously and negatively affects the use of the Site and/or access to the services, the Customer is entitled to request termination.

16. TERMINATION AND SUSPENSION

The only cases provided for in these provisions constitute a right of action for termination. In addition, for the same reasons as detailed in *section 7*, namely the digital nature and personalization of the Order, there is a principle of exclusion of the right to suspend the acquisition of the NFT.

16.1. The request at the initiative of the Seller

The Order shall be terminated at the Company's initiative in the following cases:

- In the event of the Customer's failure to fulfill its contractual obligations ;
- In the event of non-payment of the sums due on the due date by the Client ;
- In case of false declaration.

This right of termination is the consequence of one or more breaches by the Client. Therefore, it must be perceived as a sanction that, legitimately, does not mean any indemnity or notice without the Company's liability being engaged.

The suspension (whether temporary or permanent) of your use of the Website occurs at the initiative of POTION LAB in the following cases:

- In the event of non-payment of amounts due on the due date ;
- In the event of a breach of these GTC by the Customer.

This right of suspension is the consequence of one or more breaches by the Client. Consequently, they must be perceived as a sanction which, legitimately, does not mean any compensation or notice without the Company's responsibility being engaged.

16.2. The request at the initiative of the User

The present General Terms and Conditions of Sale exclude the possibility of suspension at the initiative of the User.

17. UPDATE OF THE GENERAL TERMS AND CONDITIONS OF SALE

The Company may change its Products and Services, the Website, or anything else that is the property of POTION LAB. We reserve the right to update these Terms and Conditions at any time by publishing a new version and sending it to you. However, the version in force at the time of your Order will apply to your NFT.

18. PROCESSING AND COLLECTION OF PERSONAL DATA

The Company implements appropriate organizational and technical security measures to protect your Personal Data against any malicious intrusion, loss, alteration, or disclosure to unauthorized third parties, and more generally to preserve the security and confidentiality of such Personal Data and to guarantee a level of security appropriate to the risk. Given the inherent difficulties of conducting business on the Internet and the risks associated with the transmission of data by electronic means, the Company cannot be held to an obligation of result. In accordance with the Swiss Federal Data Protection Act (FADP), POTION LAB assures the User that the personal data collected are processed in compliance with the FADP.

In accordance with the principles outlined in the FADP, POTION LAB collects personal data based on the following principles:

- Legality: Personal information is collected through lawful procedures. Customers are continually informed about the use of their data.
- Purpose Limitation: Data are collected and processed for specific purposes, as detailed in section (III) of this document.
- Data Minimization: POTION LAB only collects data that is necessary for the effective processing of orders.
- Data Accuracy: Personal data must be accurate and kept up to date.

- Data Retention: Personal data is retained for a limited period of time, as specified in section (III). The purpose of these provisions is to inform the User about the reasons why POTION LAB collects, processes, and protects their personal data. This policy, created by the Company, ensures that consumers, as defined by Swiss law, are aware of the following elements:

- How personal data is collected and secured.
- The types of personal data collected.
- The purpose of this data collection.
- Customers' rights and how to exercise them.
- Complaints to the Swiss Federal Data Protection and Information Commissioner (FDPIC) and cookie usage.

THEREFORE, BY PLACING ANY ORDER, YOU AGREE TO BE BOUND BY THIS PRIVACY POLICY. AS THE ACTIVITY IS HOSTED IN SWITZERLAND, IF YOU ACCESS THE SITE FROM A REGION WHERE DATA PROTECTION LAWS ARE DIFFERENT, YOU ARE SOLELY RESPONSIBLE.

18.1. Collecting and securing personal data

All orders only require a wallet connection, so POTION LAB only collects and uses the personal data necessary for the proper functioning of the transaction and delivery of the ebook as well as for metric purposes.

18.2. The type of personal data collected

We may carry out the following Processing of your Personal Data:

- Name ;
- First name ;
- Postal address ;
- Country of residence ;
- E-mail address.

Please bear in mind that the above list is not exhaustive and may be updated as necessary for industry, compliance, and regulatory reasons.

18.3. The purpose of this collection

During your exchanges with the Company, the latter may collect and process Personal Data concerning You, for the management of the activities. In this context, the Company applies the principles defined by the legal and regulatory provisions on the protection of Personal Data, in particular in Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the Processing of Personal Data ("RGPD") or Law 78-17 of 6 January 1978 relating to information technology, files and freedoms (known

as the "Information Technology and Freedoms Law") and its implementing decrees. In addition, the sole purpose of collecting and processing the following data is to carry out an effective transaction.

POTION LAB IS ALSO CONCERNED ABOUT THE SECURITY OF YOUR PERSONAL INFORMATION. HOWEVER, WE CANNOT GUARANTEE THAT UNAUTHORIZED THIRD PARTIES WILL NEVER HAVE THE ABILITY TO DEFEAT OUR SECURITY SYSTEM OR USE YOUR PERSONAL INFORMATION FOR IMPROPER PURPOSES. YOU ACKNOWLEDGE THAT YOU PROVIDE YOUR PERSONAL INFORMATION AT YOUR OWN RISK.

The secondary purposes of the data collection are the :

- Management, processing, and follow-up of information requests and exchanges with Users;
- Management by the Company of requests to exercise the rights of data subjects with regard to the protection of Personal Data, in accordance with its legal and regulatory obligations.

18.4. Client's rights and how to exercise them

Customers have various privileges under applicable law, including:

- Right of access: You may obtain confirmation as to whether or not your Personal Data is being processed by the Company and, if so, access to such Personal Data, as well as certain information about the Processing of your Personal Data and the characteristics of such Processing ;
- Right of rectification: if Customers believe that their personal data are incorrect or incomplete, they have the right to request their correction ;
- Right to erasure or right to be forgotten: Customers have the right to have their personal data erased within the legal parameters ;
- Right to restrict processing: Customers have the right to restrict the processing of their personal data ;
- Right to withdraw your consent: You may withdraw your consent if the Processing is carried out on the basis of your consent, provided that the withdrawal of such consent does not affect the lawfulness of the Processing ;
- Right to object: Customers have the right to object to the processing of their personal data for reasons related to their particular situation. Customers have the absolute right to object to the collection of personal data for commercial prospecting purposes, including profiling related to such prospecting.

18.5. Complaint to the FDPIC and cookie

You also have the right to lodge a complaint with the competent supervisory authority (in Switzerland, this is the Federal Data Protection and Information Commissioner, known as the 'FDPIC': Feldeggweg 1, CH-3003 Bern; tel. +41 (0)58 462 43 95) if you consider that the Processing of your Personal Data is not carried out in accordance with the legal and regulatory provisions on the protection of Personal Data in Switzerland.

19. THE DIFFERENT LEGAL GUARANTEES

Anyone who provides services and/or delivers products is subject to mandatory legal compliance obligations. The Company undertakes to respect the various guarantees.

19.1. Legal guarantees relating to the Product

Anyone who provides services and/or delivers products is subject to mandatory legal compliance obligations. The Company undertakes to respect the various guarantees set out in *section 18*.

1. Conformity Guarantee

POTION LAB undertakes to implement a legal guarantee of conformity, as provided for in the Swiss Code of Obligations (Article 197 et seq.) and the Federal Act on Consumer Protection (Article 10 et seq.).

The legal guarantee of conformity is understood as the guarantee for the benefit of the consumer against any lack of conformity existing at the date of delivery of the Product.

According to the Swiss Code of Obligations:

“The goods are in conformity with the contract if they meet the following criteria, where applicable:

- It corresponds to the description, type, quantity, and quality, in particular as regards functionality, compatibility, interoperability, or any other characteristic provided for in the contract.
- It is fit for any special purpose intended by the consumer, which was made known to the Seller at the latest at the time of the conclusion of the contract and which the latter has accepted.
- It is delivered with all accessories and installation instructions, to be provided in accordance with the contract.

It is updated in accordance with the contract. In other cases, the consumer benefits:

- A period of 2 years from the date of purchase to make a claim;
- The right to choose between repairing the Product or replacing it provided that the User makes the Product available to us.

2. Guarantee against hidden defects

With regard to hidden defects in the Product sold by the Company, POTION LAB undertakes to implement a guarantee against hidden defects, as provided for in the Swiss Code of Obligations (Article 197 et seq.) and the Federal Act on Consumer Protection (Article 10 et seq.).

The guarantee of hidden defects is understood as the guarantee for the benefit of the consumer against all hidden defects which degrade the qualities of the Product. The consumer benefits:

- A period of 2 years from the date of purchase to make a claim in accordance with Swiss law.
- The choice between repairing the Product or replacing it, provided that the User makes the digital Product available to us.

These two clauses are the only guarantees that can be used as a basis for a claim for reimbursement for the Products by the User. In the application of Swiss law, and more specifically the Swiss Code of Obligations and the Federal Act on Consumer Protection, POTION LAB is bound to Users who are consumers in Switzerland.

POTION LAB WILL ONLY RESPOND TO THE REQUEST IF IT COMPLIES WITH ALL OF THESE CONDITIONS AND RESTRICTIONS.

20. ACCEPTANCE OF RISKS TO THE CLIENT

The User agrees to accept the following risks and therefore agrees that the Company is not liable for them:

- Your access to and use of the Site is at your own risk ;
- The security risk inherent in providing and processing information online over the Internet ;
- To the loss incurred as a result of the use of a blockchain network and the use of smart contracts;
- To loss incurred as a result of malfunctions, bugs, errors, or violations beyond our control ;
- Any interruption of the Order as a result of malfunctions ;
- Any damage resulting from the intrusion of a third party, in particular by the violation of the security system so as to obtain fraudulent and unauthorized access to the information stored ;
- All cases of force majeure as defined under the Swiss Code of Obligations, and in particular the failure of the blockchain protocol used by POTION LAB ;
- Any indirect, incidental, special, or consequential damages that may be incurred ;
- The volatility of an NFT (both negative and positive). Thus, the ownership of NFTs and the information provided by the Company should not be considered an invitation to enter into an agreement for investment purposes ;
- The use of internet-based currency and the risks involved ;
- You acknowledge that you are solely responsible for the voluntary disclosure of your confidential information ;
- The Site may have recourse to the use of hypertext links. These external sources are independent of the competence and power of the Company. Therefore, We shall not be held responsible for any material available on these sites, including any damage or loss caused by them, whether direct or indirect.

FURTHERMORE, YOU EXPRESSLY UNDERSTAND AND ACCEPT THE AFOREMENTIONED RISKS, SO THAT POTION LAB CANNOT BE HELD RESPONSIBLE FOR THEM IN ANY WAY, WITH THE EXCEPTION OF WILFUL MISCONDUCT, I.E. INTENTIONAL MISCONDUCT. TO THIS END, THE USER MAY NOT CLAIM ANY COMPENSATION FROM THE COMPANY.

21. SEVERABILITY OF THE INVALID CLAUSE

If a clause is found invalid and/or unenforceable, it shall immediately become severable from the body of the General Terms and Conditions of Sale. Therefore, the valid clauses that remain in the GTC shall not be affected by their invalidity.

22. APPLICABLE LAW

The purpose of this section is to clarify the steps to be taken and the time limits for disputes to arise and also to detail the provisions in the event that the dispute is destined to become a legal dispute.

22.1.Competent court

The present General Terms and Conditions of Sale are governed by Swiss law, consequently, any disputes relating to the present General Terms and Conditions of Sale are subject to the exclusive jurisdiction of the competent Swiss courts.

According to Article 5 of the Swiss Federal Act on Jurisdiction and Enforcement of Judgments (Bundesgesetz über die Internationale Zuständigkeit und die Anerkennung und Vollstreckung von Entscheidungen in Zivilsachen, IZAE), 'the competent court is, unless otherwise provided, that of the defendant's domicile.

The jurisdiction clause, which is enforceable against commercial subscribers, stipulated in these GTCs gives exclusive jurisdiction to the Commercial Court of Lausanne, in accordance with the Swiss Federal Code of Civil Procedure.

22.2. AMICABLE SETTLEMENT

Our priority is to ensure that the service we offer meets your expectations. Therefore, we wish to respond to your concerns without engaging in formal legal proceedings. Thus, in an effort to understand and support our clients, we believe it is wise to try to resolve disputes amicably.

Therefore, before filing a claim with a mediation or judicial body, the User undertakes to contact POTION LAB through the support provided at the following address: rue du Liseron, 7, Lausanne (1006), Switzerland. We will endeavor to find a solution to the difficulties You are facing. If, however, We are unable to do so or if You are not satisfied with the response, You may refer Your complaint to a mediation center.

The Parties shall, subject to compliance with the Terms of this section, have the option of resolving the dispute by resorting to legal action.

23. CONTACT SUPPORT

For all requests and/or complaints, POTION LAB provides a contact service at the following e-mail address gm@cloprnft.com. This contact is also provided on the Website. You must specify your name, the subject, and the message. Lastly, recourse to the postal service is available at the following address: rue du Liseron, 7, Lausanne, 1006, Switzerland.