

TERMS AND CONDITIONS

The Website "Tellus2.io" (the "Website") is owned and operated by the company Tell Us 2 AB, org. no. 559391-4939 ("Tell Us 2", "we", "us" or "ours").

These Terms of Use (the "Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Tell Us 2 ("we", "us", or "our"). These Terms govern the use of the Website and all other software and tools and features provided through the Website and other associated platforms (our "Service"). Tell Us 2 is the company behind Tellus2, an Open-World Metaverse Project (the "Project") powered by the Cardano Blockchain Network (the "Blockchain"). It enables users to buy digital assets in the form of non-fungible tokens (the "NFTs"): our first NFTs "the Tellusians", future plots of land, and other digital assets associated with the Project on the Website.

BY USING OUR SERVICE AND BUYING OUR PRODUCTS, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE. IF YOU DO NOT AGREE AND/OR ACCEPT ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEBSITE AND THE SERVICE YOU MUST DISCONTINUE USE IMMEDIATELY.

The Website is not and does not pretend to be a stock exchange, broker, financial institution, bank or lender under any circumstances. The services that Tell Us 2 provides are web services that enable users to explore and buy NFTs associated with Tell Us 2 on the Cardano blockchain.

The Website aims to spread information and updates about the Project and exclusively sells NFTs associated with the Project.

We do not have control over or control over the NFTs and blockchains you interact with on the secondary market. We do not execute or carry out purchases, transfers or sales of NFTs on any secondary market. Secondary markets refers to any other places where you can buy or sell our NFTs after the initial launch and sale on our Website.

1. ACCESS TO THE SERVICE

To be able to use our Service, you must be at least 18 years old.

The service consists of selling of NFTs. The Website uses a cardano wallet to receive funds in the form of a specified amount of ada and in return mints and sends a random NFT to the buyer's cardano wallet from which the specified amount of ada was sent.

Any instance of sending the specified amount of funds (ada) to the Project's wallet is seen as a purchase of an NFT, starting a binding agreement between the Tell Us 2 and the buyer. Upon receiving the specified amount ada, the Project is obligated to provide to the buyer, the agreed upon product (NFT), as long as there is one still available in stock. In case of shortage in NFT products, the total amount of ada minus network fees will be refunded to the buyer, if not otherwise specified in advance.

If you discover any security issues related to the Service or the Website, please contact us immediately at swedenntft@gmail.com

2. ADDITIONAL SERVICES

As we continuously develop our Service, we will continuously provide our users with new functions and services that may be covered by additional terms (such new functions and services shall be considered part of the "Service" and shall also be covered by these Terms). The additional terms that may apply to new functions and services become part of your agreement with us from the time you start using such new services. In the event of a conflict between these Terms and any additional terms for new features and services, the specific terms of the new feature or service shall prevail unless otherwise specified in the new terms.

3. CHANGE OF CONDITIONS

We reserve the right to make changes to or adjust these Terms at any time and in our sole discretion.

The current version of the Terms is the version published on our website.

If we make changes to the Terms, we will notify you of such changes via our social media channels such as Discord, Twitter and/or Youtube.

By continuing to use the Website and Service, you always agree to the latest terms and conditions published on our Website. You are therefore encouraged to regularly go in and read our various terms and policies so that you know the terms that apply to your use of the Service and the Website.

4. WHERE CAN I TRADE WITH NFTS ACQUIRED ON THE WEBSITE?

In the beginning, an NFT released by the Project will be exclusively available for purchase on the Website. After the purchase, the NFT will be sent to the buyer's cardano wallet. The buyer being the new owner of the NFT is free to decide what to do with the NFT, which also includes reselling it in the secondary market. Thus making our NFTs available for purchase elsewhere after the initial release.

Royalty fees apply during resale of our NFTs, rewarding back to the project.

For the Tellusians, the royalty fee is 5 %.

Any NFT sold by the Project is a genuine NFT associated with the Project with specified utility to the future Tell Us 2 Metaverse.

During purchase of the NFT on secondary markets, the sole responsibility is on the buyer to verify the NFT project's policy ID in order to avoid buying NFT products not associated with the Tell Us 2 Project.

You are yourself responsible for verifying the identity, legitimacy and authenticity of the NFTs you purchase on the secondary market. We make no warranties regarding the identity, legitimacy, functionality or authenticity of an NFT (or any content associated or linked to our NFTs) offered on places other than our Website.

We have no responsibility for any damage or costs caused or incurred in connection with a transaction of an NFT on any other places than via our Website and the Project's Cardano wallet. Any claim for compensation or damages due to a transaction of an NFT on other places than the Website shall be handled exclusively by the parties involved in the transaction of the NFT.

Even if we are original issuers and sellers of our NFTs on our Website, we cannot be held responsible for what happens to our NFTs after them being sold and delivered to the new owner after minting (the creation of the NFT). After we mint and send the NFTs, we simply will not have control over what happens to the NFTs anymore, where and for how much they are being sold in the secondary market. We shall not be liable for any failure by a secondary seller to make a profit. We have no control over the amount which our NFTs sell for in the secondary market.

5. FEE AND PAYMENT

Any purchases and financial transactions from our Website will be done through the Cardano blockchain using a wallet like Daedalus, Yoroi or Nami wallet. Do not use any wallet from exchanges when you buy NFTs. The NFTs cannot be sent to an exchange. It is the buyer's sole responsibility to send the exact amount of Ada specified in order to buy the specified NFTs via our Website. If there are issues we will try our best to help. With that in mind, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Website, or any other transactions that you conduct via the Cardano network.

You are solely responsible for keeping your Wallet safe and we take no responsibility for any unauthorized person gaining access to your Wallet.

Cardano requires the payment of a transaction fee for every transaction that occurs on the Cardano network. The transaction fees fund the network of computers that run the decentralized Cardano network. This means that you will need to pay a small transaction fee for each transaction that occurs on the Blockchain.

In addition to the transaction fee, each time our NFTs are sold on the secondary market, a small 5 % royalty fee on the selling price will go to the Tell Us 2 Project to further fund and power the development of the Tell Us 2 Metaverse Project. You acknowledge and agree that the royalty fee will be transferred directly to us through the Cardano Network as a part of the selling process of the NFT on secondary markets.

We would like to draw your special attention to the fact that buying and selling of an NFT may be subject to taxation. Just as well as buying and selling cryptocurrency We take no responsibility for any tax consequences that may arise as a result of you buying or selling our NFTs via our Website and/or on the secondary market. Before considering buying one of our NFTs we highly recommend you do your own research about any eventual taxations imposed by the laws of your country when buying/selling NFTs.

As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, "Taxes") associated with your use of the App (including, without limitation, any Taxes that may become payable as the result of your ownership or transfer of the NFTs). Except for income taxes levied on Tell Us 2, you: (i) will pay or reimburse us for all national, federal, state, local, or other taxes and assessments of any jurisdiction, including value-added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

6. GUARANTEE

You warrant that you will comply with these Terms and all applicable laws, rules and regulations (including rules on money laundering) when using the Website and the Service.

7. AVAILABILITY OF THE SERVICE

We will of course do what we can to keep the Website and the Service in operation. However, some technical difficulties and maintenance may, from time to time, result in interruptions in your use and access to the Website and/or the Service. Interruptions may occur for various reasons, such as errors in our hardware, maintenance, updating of the Website or for other reasons.

8. LICENSE

You hereby receive a non-exclusive, non-transferable, non-sublicensable, limited and personal license to use the Website and the Service in accordance with the Terms. The license is conditional on you complying with these Terms, in all parts thereof.

You may not copy, reproduce, republish, decompile, reverse engineer or attempt to derive the source code for the Website or the Service.

9. THE LAW ON DISTANCE CONTRACTS AND CONTRACTS OUTSIDE BUSINESS PREMISES

If you are considered a consumer in accordance with the Act (2005: 59) on distance contracts and contracts outside business premises (the "Distance Contracts Act"), you may in certain cases have a right of withdrawal that can be exercised within fourteen (14) days after entering into a contract.

In view of the digital nature of an NFT and the immediate delivery of an NFT after the purchase, the withdrawal period according to the Distance Contracts Act shall not apply to your purchases of NFTs via the Website. By purchasing an NFT via the Website, you expressly waive your right of withdrawal with regard to such purchase.

We do not offer any right to a refund or the like when purchasing an NFT via the Website. A purchase of an NFT is definitive and can never be regretted.

10. RIGHTS TO THE SERVICE AND THE WEBSITE, ETC.

All rights related to the Website, the Service, including, but not limited to, patents, copyrights, designs, trademarks, the Tell Us 2 logo, trade secrets and its "appearance and feel" (eg text, graphics, images, logos, headers, button icons and scripts) are owned by us.

You do not have any right to use any of our intellectual or other rights in any respect unless expressly stated in these Terms.

11. THIRD PARTY SERVICES OR CONTENT

The Website and the Service may contain links that redirect you to third-party websites and applications. Such third party websites and applications may display or make available content, data, information, services or materials from third parties.

When you visit third-party websites or use third-party applications, you will be subject to the terms of another website or application for which we do not control or take any responsibility. When visiting a third-party website or using a third-party application, always read the terms and conditions of such a website or application carefully.

12. OBLIGATION TO INDEMNIFY US

You shall indemnify and hold us indemnified for all damages, all costs (including reasonable attorney fees) and all claims you cause us in connection with **a)** breach of the Terms, **b)** your use of the Website or the Service, **c)** breach of third party terms or infringement in third party rights or **d)** your negligence.

You must immediately notify us if any claims arise against us, or if you suspect that such claims may arise, in accordance with the preceding paragraphs and we reserve the right to exclusive control over any defense against such a claim and the exclusive right to enter into a settlement regarding such requirements.

Your obligations under the two preceding paragraphs shall, as far as permitted by applicable law, also apply to the benefit of our employees, board members, consultants, suppliers, shareholders, resellers, third party suppliers, group companies, affiliates, partners, agents and representatives.

13. DISCLAIMER

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE AND THE SERVICE ARE AT YOUR SOLE RISK, AND THAT THE WEBSITE AND THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE WEBSITE AND THE SERVICE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE WEBSITE AND THE SERVICE, ANY FUTURE SMART CONTRACTS, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES AND AFFILIATES DO NOT REPRESENT OR WARRANT TO YOU THAT: **(i)** YOUR ACCESS TO OR USE OF THE WEBSITE AND THE SERVICE WILL MEET YOUR REQUIREMENTS, **(ii)** YOUR ACCESS TO OR USE OF THE WEBSITE AND THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, **(iii)** USAGE DATA PROVIDED THROUGH THE WEBSITE AND THE SERVICE WILL BE ACCURATE, **(iiii)** THE WEBSITE AND THE SERVICE OR ANY CONTENT, OR FEATURES MADE AVAILABLE ON OR THROUGH THE WEBSITE AND THE SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR **(iv)** THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE WEBSITE AND THE SERVICE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE CARDANO NETWORK OR ANY WALLETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: **(A)** USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUCTED SMART CONTRACTS OR OTHER TRANSACTIONS; **(B)** SERVER FAILURE OR DATA LOSS; **(C)** CORRUPTED WALLET FILES; **(D)** UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST THE WEBSITE, SERVICE, CARDANO NETWORK, OR ANY ELECTRONIC WALLET.

TELL US 2 HAS NO CONTROL OVER AND MAKES NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS. TELL US 2 IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE CARDANO NETWORK, DAEDALUS WALLET, YOROI WALLET, NAMI WALLET. INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE CARDANO NETWORK, DAEDALUS WALLET, YOROI WALLET, NAMI WALLET, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

This disclaimer shall apply as long as permitted by applicable law and for the benefit of our Group companies and third-party suppliers.

14. BASIC RISK IN TRADING WITH NFTS

You accept and understand that there is a fundamental risk in buying, selling and exchanging NFTs. Below we list some of the risks associated with trading in NFTs.

- The value of an NFT is subjective and the price of an NFT depends on the fluctuating prices of cryptocurrency. You are aware that you fully understand this subjectivity and volatility and that you can lose money when you trade with NFTs.
- The regulations for blockchain technology, NFTs, cryptocurrencies and other assets based on cryptocurrencies are uncertain. New laws and policies can have a material negative impact on the Service's development as well as the purpose and benefit of NFT's.
- We do not control the blockchain that you interact with and we do not control the protocols that can be integrated into your ability to complete transactions on these blockchains.
- Blockchain transactions are irrevocable.
- There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Tell Us 2 will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Cardano Blockchain Network, however caused.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Tell Us 2 ecosystem, and therefore the potential utility or value of the Project.
- The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Tell Us 2 ecosystem, and therefore the potential utility or value of Tell Us 2 NFTs.

15. LIMITATION OF LIABILITY

Our liability to you is limited to direct damages that we cause through our negligence. We are not liable for, unless there is gross negligence or intent, indirect damages, such as loss of profit, loss of goodwill, loss due to business interruption, loss of data or other consequential damage. Our liability is furthermore in any case limited to a total amount corresponding to the compensation we have received from you from the time of the claim and during the immediately preceding twelve (12) calendar months.

16. PRIVACY POLICY AND COOKIES

We will only collect your country of residence when buying NFTs via our Website. This is solely for our local taxation purposes. See also "Privacy Policy" document on our Website for more information about our Privacy Policy.

17. CHANGES TO THE SERVICE/WEBSITE AND ITS AVAILABILITY

We reserve the right, at our sole discretion and at any time and without incurring any responsibility, to make changes to the Website or the Service.

We also reserve the right, in our sole discretion and at any time and without incurring any liability, to cease providing all or part of the Website or the Service.

18. APPLICABLE LAW AND DISPUTE RESOLUTION

Swedish law shall apply to the Terms and your use of the Website/Service. Any disputes that may arise as a result of the application of these Terms and your use of the Website/Service must be resolved in a Swedish court with the Gothenburg District Court as the first instance.

19. INVALIDITY OF PROVISIONS

Should any provision of the Terms or the application thereof be invalid or unenforceable, this shall not mean that the Terms or the provision in its entirety are invalid. Instead, the affected provision and the Terms shall be applied to the extent permitted.

20. OTHER PROVISIONS

The terms constitute the complete terms that you and Tell Us 2 have agreed on regarding your access to and use of the Website and the Service. You may not assign rights or obligations under the Terms, nor transfer or sublicense your rights under the Terms, to third parties unless Tell Us 2 has given you their prior written consent. The Information Group may transfer its agreement with you and its rights or obligations arising from these Terms to a third party, without the prior written consent of you, provided that the person to whom the transfer takes place agrees that all transferred obligations under these Terms are fully binding on him. Failure by Tell Us 2 to point out that you deviate from the Terms shall not result in Tell Us 2 being thereby deemed to have waived its rights, nor shall it result in the Terms being changed through inaction.

The Service is run by us in Sweden. Those who choose to join the Service from places outside Sweden do so on their own initiative and are solely responsible for complying with local and applicable legislation.