

TERMS AND CONDITIONS

NFT LOOKUP

Article 1: Applicability

1.1 These “Terms and Conditions” (hereinafter “Terms”) govern the access to and use of the digital platform “NFT LOOKUP”, including every webpage belonging to the “nftlookup.io” domain (hereinafter “Website”), including any and all desktop, tablet and mobile applications and application program interfaces (hereinafter “Applications”) and any and all services offered through the digital platform, including Website and Applications, by NFT HOLDING BV, having its registered seat at 9320 Aalst (Belgium), Groeneweg 17, with CBE (company registration) number 0786.434.824 (hereinafter “NFT HOLDING”, “we” or “us”).

1.2 Via NFT LOOKUP, users of NFT LOOKUP (hereinafter “Users”) can gather and compare information on a variety of NFT’s, follow up on transactions taking place with regard to those NFT’s on one or more third party platforms and enjoy a range of related services (such as opting in for the receipt of “alerts” via e-mail and/or text message (SMS) with regard to the offering for sale and/or potential transactions with regard to one or more NFT’s on said third party platforms), in accordance with the present Terms. The services offered via NFT LOOKUP are strictly limited to the provision of said (tools for the) presentation and comparison of information and enabling and facilitating the follow-up of transactions on third party platforms. **No transactions with regard to the NFT’s featured on NFT LOOKUP can be realised via NFT LOOKUP itself. We will never interfere with, nor get involved in any transaction with regard to the NFT’s featured on NFT LOOKUP. Each decision of a User to engage in such a transaction, whether based on the information gathered via NFT LOOKUP or not, is under the User’s sole and full responsibility.**

Article 2: Agreement

2.1 These Terms form a legally binding agreement between the User and us (hereinafter “Agreement”).

2.2 We might from time to time alter the present Terms. The altered Terms take effect from the moment they are published on the Website (see article 2.3 of these Terms for the exact location). All Registered Users will immediately be notified by e-mail of such publication (and thus coming into force) of a new version of the Terms.

2.3 The most recent version of these Terms is available at all time via [\[URL\]](#).

2.4 By simply accessing or making use of NFT LOOKUP, the User acknowledges to have read and agreed with – the latest version of – these Terms. **In case of non-acceptance of – the latest version of – these Terms (or any part thereof), the User is not allowed to (further) access or make (further) use of NFT LOOKUP in any way**, and is requested – if applicable – to immediately stop registering for or creating an Account, or (when the Account is already created) send us an immediate request for deletion of the Account (see article 5.8 of the present Terms).

2.5 For legal certainty purposes, but without prejudice to the foregoing, we might from time to time ask for your explicit confirmation of consent with – the latest version of – these Terms (e.g. when registering with a view to create an Account, and each time the User purchases Credits).

2.6 Unless explicitly stated otherwise in these Terms, any commitment by NFT HOLDING under these Terms, qualifies as an obligation of means.

Article 3: Privacy and the use of Account Data

3.1 We are concerned about privacy. We refer to our Privacy Policy for a detailed explanation on how we process personal data and the rights of data subjects. We might from time to time update our Privacy Policy. The most recent version of our Privacy Policy is available at all time via <https://nftlookup.io/nftlookup/Privacy/privacypolicy.pdf>. Our Privacy Policy forms part of the present Terms. By agreeing with the present Terms, the User also agrees that we are allowed to process personal data in accordance with our Privacy Policy.

Article 4: Scope of services offered via NFT LOOKUP

4.1 The scope of services we offer via NFT LOOKUP is limited to:

- 4.1.1 The Basic Services for all Users:
 - Enabling Users to browse and search through various NFT collections and to consult information on the NFT's belonging to those collections (gathered by us from third party websites), such as, but not limited to, the NFT's name, "rarity" score, whether it is currently for sale or not, the lowest and highest price ever paid for it, the current bids made for it, its "p2e ROI", its "bid ROI", etc., including one or more links to one or more third party platforms where the actual transactions with regard to the NFT did, are or might take place;
 - Enabling Users to compare NFT's based on the aforementioned information;
 - Enabling Users to create a User-customized "dashboard" enabling the User to obtain User-customized search results by combining different search terms, (price and other) thresholds, etc., however without the possibility to save the "dashboard".
- 4.1.2 The Additional Services for Registered Users only:
 - Enabling Users to save and recall favourite NFT's;
 - Enabling Users to create and save multiple "dashboards" and to add one or more of them to the User's personal NFT LOOKUP GUI-page (in exchange for Credits);
 - Enabling Users to opt in for and activate a variety of "alerts" (in exchange for Credits), e.g. informing the User of an NFT put up for sale on a third party platform, a new bid made for an NFT in a third party platform, etc., whether or not based on the User-customized search results from a "dashboard";
 - Enabling Users to buy Credits to pay for paid Additional Services and to consult its purchase history and current number of Credits left.

4.2 **The User understands and accepts that we have no control over or responsibility for the quality, safety, lawfulness, correctness, completeness, etc. of the information we gather from and/or the transactions taking place on third party platforms. Our only role is to facilitate Users to seek and find information with regard to the NFT's of their choice.**

Although we strive to update the information on NFT LOOKUP, gathered from third party platforms, on a constant basis and with an interval of only a few minutes, we can never guarantee that any and

all information will at any time be entirely up to date (e.g. due to (temporal) technical malfunctions of one or more of our and/or the third party platform's services, the (temporal) inaccessibility of some or all of the third party platform's services, the (temporal) impossibility to duly communicate with and/or transfer the information from one or more third party platforms to NFT LOOKUP, etc.). In the details section of each NFT featured on NFT LOOKUP, the User can verify the date and time of the latest update of the information on past and current offers and bids, made on the relevant third party platform(s). Furthermore, the User can at any time consult the status of the information transfer, including date and time of the latest update of the information gathered from each of the third party platforms NFT LOOKUP gathers information from, by clicking on the "Information Transfer Status" link at the bottom of every page of NFT LOOKUP. Both of the aforementioned mechanisms informing Users on the latest update of the information gathered, are merely indicative and are intended to inform the Users as much as possible about the actuality of the information presented on NFT LOOKUP. **However, should a User want to get involved in a transaction taking place on a third party platform, based on information gathered from NFT LOOKUP, the User must ALWAYS verify the accuracy and actuality of said information and/or the conditions attached to the envisaged transaction on the third party platform before getting involved. Under no circumstances we can be held liable for a User engaging in a transaction based on non accurate and/or non up-to-date information provided to the User via NFT LOOKUP.**

Users engaging in a transaction on a third party platform are solely and fully responsible for meeting any and all possible (legal and other) requirements to be able and being entitled to engage in such a transaction and will solely and fully bear any and all consequences of engaging in such a transaction. Under no circumstances, NFT HOLDING can be considered as a party to such a transaction.

4.3 On NFT LOOKUP, we provide Users with tools for searching specific (categories of) NFT's and categorizing search results. It is each User's sole and full responsibility to correctly use the provided tools and to verify the correctness of its outcome. If, despite any possible applications implemented on NFT LOOKUP to help Users, the User still has the slightest doubt with regard to the understanding, correct use or application of (the outcome of the use of) a certain tool, the User must contact the NFT LOOKUP Support Service via support@nftlookup.io before continuing to use that (aspect of the) tool. Under no circumstances we can be held liable for the incorrect use or interpretation by a User of (the outcome of the use of) the tools provided on NFT LOOKUP, nor for the correct interpretation of the information provided through the possible implemented applications to help.

4.4 You are aware and accept that for some of the services offered via NFT LOOKUP, we work together with third party service providers (for example our payment service providers (see article 6.5 of these Terms)).

When a service offered via NFT LOOKUP is provided by a third party service provider, this will, at least on first use, be indicated as follows (or in a similar manner): "Service offered by our partner [X]".

If a User makes use of a service offered by a third party service provider via NFT LOOKUP, such use is entirely at the User's own risk and responsibility, and the User is always subject to – and shall be deemed to have agreed with – the terms of use, privacy policy, cookie policy and all other terms and policies that might be applicable to the service run by that third party service provider. Should a User have the slightest request with regard to the third party service provider, the third party service and/or any of the terms of use, privacy policies, cookie policies and all other terms and policies applicable to the third party service provider, respectively the third party service, the User is requested to immediately cease further use of the third party service and to contact the third party service provider or ask us for help to bring the User in touch with the third party service provider.

We are not a party to any agreement or arrangement between a User and a third party service provider and cannot be held liable for any aspect of the services provided by such third party service provider, nor for any damages caused by or resulting from the use of such a third party service.

Article 5: Account

5.1 To get access to one or more of the Additional Services enlisted under article 4.1.2 of these Terms, a User has to become a Registered User by creating an account (hereinafter “Account”) via our Website or one of our Applications.

5.2 To create an Account, the User will be asked (1) to provide us with the User’s e-mail address and (2) to choose a password. When clicking the “subscribe” button, an automatically generated e-mail will be sent to the provided e-mail address with a view to verify said e-mail address and to activate the Account. Only by clicking on the link provided in the e-mail, the User will be able to activate the Account and get access to the Additional Services. When accessing NFT LOOKUP for the first time after activation of the Account, the User will be asked to provide us, on top of the data already provided while registering for the creation of the Account, with further identification and communication data (hereinafter jointly referred to as “Account Data”). Mandatory Account Data to be provided in order to be able to finalize the creation of the Account is indicated with an asterisk (*). All other Account Data a User can provide is non-mandatory with a view on finalizing the creation of the Account (but might be mandatory in order to get access to certain Additional Services; see for example below under article 5.3 of these Terms with regard to the receipt of “alerts”). When all mandatory Account Data is filled in, the User can click on the “save” button and when no specific error report pops up, the Account will automatically be created.

5.3 Users are offered the possibility to receive “alerts” by e-mail on the e-mail address linked to their Account. This service is optional. By default, no e-mails will be sent out by NFT LOOKUP (with the exception of certain e-mails as explicitly indicated in the present Terms, e.g. e-mails informing Users that a new version of these Terms will enter into force (see article 2.2 of these Terms)). A User can opt in for and opt out of the receipt of notifications by e-mails at any time by changing the e-mail settings under the “settings” section of NFT LOOKUP.

Users are also offered the possibility to add a mobile phone number to their Account Data to receive notifications by text message (SMS). This service is optional. By default, no e-mails will be sent out by NFT LOOKUP. It is strictly forbidden to register a false mobile phone number or a mobile phone number not owned by the User. Trying to prevent Users from linking false or incorrect mobile phone numbers to their Account, Users adding a mobile phone number to their Account will first be sent a validation key to the mobile phone number provided. Only when entering the correct validation key sent to the mobile phone number provided in the correct entry field on NFT LOOKUP, a User will be able to add said mobile phone number to the Account Data. A User can opt in for and opt out of the receipt of notifications by text message (SMS) at any time by changing the text message (SMS) settings under the “settings” section of NFT LOOKUP.

5.4 In general, each User is at all times solely and fully responsible for the accuracy (and if necessary updating) of the Account Data the User provided. The User needs to keep this Account Data up-to-date at all times. It is prohibited to provide us with and to use NFT LOOKUP under false, including outdated Account Data.

5.5 Each time the User wants to get access to any of the Additional Services and the “settings” section of NFT LOOKUP, the User will have to log in by using his/her login name, being the email address attached to his/her Account, and password.

5.6 Once logged in to the Account, the User will be able to adapt the Account Data at any given moment in time (except for the User’s e-mail address which will always be linked to the Account) under the “settings” section of NFT LOOKUP. (In case the User wants to change the e-mail address linked to the Account or the chosen billing currency, the User is requested to contact NFT LOOKUP via support@nftlookup.io)

5.7 Each User is at all times solely and fully responsible for any and all activity under his/her Account and for keeping his/her login name and password combination secret at all times. NFT HOLDING is entitled to assume that only the User can sign in using his/her login name and password. NFT HOLDING cannot be held liable for any loss or damage if the User fails to comply with these security obligations.

5.8 Each User can ask us to delete his/her Account at any given time. A User wanting to delete his/her Account, must send us a request for deletion by e-mail to support@nftlookup.io. We will treat the request for deletion as soon as possible and will confirm deletion via the e-mail address linked to the Account. Once the deletion request is accepted and confirmed by us, the User will no longer be able to access and use the Additional Services provided for on NFT LOOKUP under the deleted Account. When a User asks us to delete an account, the User understands and accepts that any and all information of the User linked to the Account will permanently be deleted (including, if applicable, the Credit purchase history saved under the User's Stripe account). The User understands and accepts that deletion of the Account includes the deletion of any and all possible remaining Credits without possibility for a refund. If a User wants to re-enjoy the Additional Services at any given moment in the future, the User needs to re-register for and activate a new account.

5.9 With a view on safeguarding NFT HOLDING and NFT LOOKUP's security, integrity and commercial interests, as well as the security, integrity and commercial interests of its Users, NFT HOLDING reserves itself the right and is fully entitled to (i) deny anyone to register for or create an Account, (ii) temporarily or permanently restrict the access and use of an Account (including possible other Accounts linked to the same User) and (iii) to temporarily deactivate or permanently delete an Account (including possible other Accounts linked to the same User) and temporarily or permanently ban Users from access to the Additional Services of NFT LOOKUP, on NFT HOLDING's own discretion, at any time and without obligation to give prior notice to the User(s) involved. NFT HOLDING is entitled to invoke its rights under the present article 5.9 of the Terms for instance in (but not limited to) cases where (i) we establish or simply suspect the slightest violation of the present Terms, or (ii) we establish or simply suspect that the User is not using or has no intent to use NFT LOOKUP for the purposes for which it is intended, such as economic espionage, the mere collection of information about or data from NFT HOLDING, NFT LOOKUP or its Users, whether or not with a view to the further use of such information or data for personal gain. In such case, the User agrees that NFT HOLDING cannot be held liable in any way for any damage this would cause to the User and all other User(s) involved.

Article 7: General terms of availability, access and use of NFT LOOKUP

7.1 Availability

7.1.1 Without prejudice to all other provisions regarding the availability and accessibility of NFT LOOKUP under the present Terms, we will always try to the best of our abilities – but cannot guarantee – to keep NFT LOOKUP available to our Users to the maximum.

7.1.2 However, we are authorised, at all times and without necessity for prior notice, to make procedural, technical, commercial and any and all other changes and/or improvements to NFT LOOKUP, which might have a temporary or permanent impact on the availability and accessibility of (certain parts of) NFT LOOKUP.

7.1.3 We cannot be held liable in any way for any damage suffered by a User due to the temporary or permanent unavailability or inaccessibility of (certain parts of) NFT LOOKUP.

7.2 Specific access restrictions

7.2.1 Only adults are allowed to access and use NFT LOOKUP.

7.2.2 Although it is our goal to enable worldwide access to NFT LOOKUP, we cannot guarantee that NFT LOOKUP is (fully) available to Users in every country or region of the world (for example due to territorial restrictions on the use of certain third party software applications integrated in NFT LOOKUP).

7.2.3 While accessing and using NFT LOOKUP, each User is solely and fully responsible to comply with all relevant national and supra-national legislation, as well as all governmental and judicial orders to which the User is subjected.

7.2.4 We are always entitled to, whether or not at our own initiative, to restrict access to or the use of (certain aspects of) NFT LOOKUP to certain Users because of national or supra-national legislation and/or governmental and judicial orders to which we, our third-party providers or the Users concerned are subjected.

7.3 Information and content on NFT LOOKUP

7.3.1 All texts, photos, videos, drawings, databases (both structure and content), software, trade names, domain names, brands, logos, designs and other possible information and content of, or appearing on, NFT LOOKUP might be protected by intellectual property rights belonging to us or to third parties. Without prior written consent from us or the third party proprietors of the protected information or content, it is strictly forbidden to use, download, upload, save, copy, duplicate, reproduce, change, make public, print, distribute, sell, license, transmit, disseminate, perform, display, post, broadcast, create new works from or derivative works based on, reformat, rearrange, modify or in any way transfer information and content provided via NFT LOOKUP, incorporate any of the foregoing in any other database or compilation, including any online or offline publication, or in any other manner or otherwise exploit the Website or the Applications, or grant any rights thereto to third parties, in a manner which violates said intellectual property rights. Subject to the conditions of the present Terms, we hereby grant each User a limited, personal, revocable, non-exclusive, non-transferable right to use NFT LOOKUP and to view the information and content that appears on NFT LOOKUP in the manner and in the format it is made available via our Website and Applications.

7.4. Various restrictions

7.4.1 As a User of NFT LOOKUP, you understand and accept that it is strictly forbidden to:

- infringe any law through or as a result of accessing or using NFT LOOKUP;
- make statements or take any other action which has a negative effect on our and NFT LOOKUP's reputation or good name;
- collect and/or use personal data and/or other Account Data from other Users, for any purpose whatsoever;
- use metatags without our prior written consent;
- frame any part of NFT LOOKUP without our prior written consent;
- engage in data mining or screen scraping, or use robots or similar data gathering tools on NFT LOOKUP;
- place viruses, worms or other harmful code on or spread them via NFT LOOKUP;
- change, alter or hack NFT LOOKUP (or any part thereof);
- change, alter or hack websites or applications of third parties and making it look as if those websites, applications or third parties are associated with us or NFT LOOKUP;
- sell or otherwise exploit access to or use of (a part of) NFT LOOKUP towards third parties.

7.4.2 It is permitted to create a hyperlink from your own website to the homepage of the Website of NFT LOOKUP, provided that you do this in a lawful manner and do not damage our or NFT LOOKUP's reputation, or abuse or attempt to derive benefit from our or NFT LOOKUP's reputation.

7.5 Notifying (potential or actual) infringements

7.5.1 If a User has a complaint regarding certain content on NFT LOOKUP that he or she deems illegal, unauthorized or in violation of these Terms, that User is requested to immediately report this to the NFT LOOKUP Support Service via support@nftlookup.io.

7.5.2 If a User's complaint concerns an alleged infringement of that User's or someone else's intellectual property rights, for such a complaint to be admissible, it must contain at least the following information:

- A clear specification of the content, available through NFT LOOKUP, which the User considers to be infringing;
- Adequate information enabling NFT LOOKUP to contact the User reporting, as well as the rights holder (in case this is not the User itself), such as e-mail address, telephone number, etc;
- A statement that the complaining User reasonably believes that the reported use of the content is not authorized by the intellectual property rights owner (being the User itself or a third party) and/or pursuant to any law;
- A statement that the information provided is accurate and, where applicable, that the complainant is entitled to act on behalf of the owner of the allegedly infringed rights.

7.5.3 NFT HOLDING will attempt to handle any complaint with due care and within reasonable delay, but is under no obligation to take any action with respect to any complaint if NFT HOLDING is not fully convinced of the alleged infringement.

7.6 Links to third party websites and applications

NFT LOOKUP may contain hyperlinks to third party websites or applications, or refer to third party websites or applications. We have no control over the content or other characteristics of those websites or applications and cannot be held liable for the content or characteristics of those websites or applications. When we add to NFT LOOKUP a hyperlink to another website or application of a third party, this does not mean that we agree with the content of that website or application.

Article 8: Liability

8.1 NFT LOOKUP, including all information and material provided through NFT LOOKUP, is provided "as is", without any (express or implied) warranty and thus *inter alia* without guarantee of completeness, correctness, actuality or availability.

8.2 Use of NFT LOOKUP is entirely at the User's own risk.

8.3 NFT LOOKUP cannot be held liable under any circumstances for information and material added to NFT LOOKUP by Users or third parties.

8.4 Insofar as permitted by mandatory law, we cannot be held liable for any damage whatsoever suffered by any User or third party, including but not limited to material, non-material, physical or moral damage (even if we have been informed of the likelihood of such damage), resulting from:

- interference, disruption or defects in the electronic provision of services through NFT LOOKUP;
- the completeness, correctness, actuality and availability of NFT LOOKUP, including of the information and content made available via NFT LOOKUP;
- the loss of Account Data;
- the output of the tools we provide on NFT LOOKUP;
- the impossibility to access or use (certain parts of) NFT LOOKUP at any given moment in time;
- viruses or other potentially harmful code which, despite all our precautions, appear on NFT LOOKUP;
- fraudulent falsification of data by third parties as a result of unauthorised access to NFT LOOKUP;
- the use of third party services offered via NFT LOOKUP;

- information or material added to or spread via NFT LOOKUP by Users or third parties;
- unauthorised access to or editing of a User's transmission or User data;
- in general, unlawful use of NFT LOOKUP by any User or third party.

8.5 Without prejudice to the provisions of the present Terms excluding our liability in different circumstances, in case we *would be* held liable for any damage caused to a User, we are only liable for the compensation of direct damages suffered as a result of a material shortcoming or wrongful act that can be attributed to us. Direct damages only include material damage to goods, reasonable costs incurred to prevent or limit direct damage, as well as reasonable costs incurred to determine the cause of the damage, the liability, the direct damage and the manner of repair. If we would be held liable for damages for any reason whatsoever, our liability is in any case limited to the price paid by the User for the Credit bundle lastly bought by the User before the damage occurred. For the sake of clarity, the present limitation of liability does not exclude our liability for gross negligence or wilful misconduct.

Article 9: Divers

9.1 If any provision of these Terms is (wholly or partly) void or invalid, the User and NFT HOLDING remain bound by the remaining provisions of these Terms. The void and/or invalid provision will then be replaced by a valid provision with legal consequences in line with the invalid provision as much as possible.

9.2 Non-exercise or non-enforcement of any right or provision of these Terms by NFT HOLDING shall never constitute a waiver by NFT HOLDING of such right or provision.

Article 10: Termination

10.1 In principle, each User can terminate the Agreement at any moment in time by sending us a request to delete his/her Account. Notwithstanding the foregoing, even after termination of the Agreement by deletion of the Account, the User remains fully liable towards NFT HOLDING for any and all non-compliance with these Terms before termination of the Agreement (including but not limited to the possible repercussions attached to such non-compliance as adopted in these Terms).

10.2 NFT HOLDING is entitled to terminate the Agreement, without obligation to pay any kind of compensation to the User:

- By deleting the User's Account:
 - (1) because of any violation by the User of the present Terms, as well as any behaviour of the User concerned that might compromise NFT LOOKUP's security or integrity, as well as the security or integrity of its Users, and this immediately and without any formal requirement (e.g. notice of default, explicit motivation, etc.);
 - (2) in the event of an insolvency procedure (including but not limited to bankruptcy procedures) opened with regard to the User (irrespective of the initiator of such proceedings), and this immediately and without any formal requirements (e.g. notice of default, explicit motivation, etc.);
 - (3) because of (and according to) any legal requirements forcing us to delete the concerned Account and/or ban the concerned User from NFT LOOKUP;
 - (4) in case we are of the opinion that it is no longer in our business interest to provide services to the User concerned, and this by solely having to respect a notification period of 1 month, starting on the 1st day of the month following the date of notification (notification by e-mail to the e-mail address linked to the User's Account).

- When permanently terminating any and all services provided through NFT LOOKUP, and this by solely having to respect a notification period of 3 months, starting on the 1st day of the month following the date of notification (notification by e-mail to the e-mail addresses linked to the Users' Accounts).

Article 11: Applicable law and competent court

11.1 The present Terms are governed by the laws of Belgium.

11.2 Any dispute that arises between a User and NFT HOLDING will be submitted to the competent Dutch speaking court in Brussels.

Article 12: Contact details

For any and all requests, the User can contact the NFT LOOKUP Support Service via support@nftlookup.io.

NFT HOLDING's full coordinates:

NFT HOLDING PROJECTS B.V.
Address: Groeneweg 17 | 9320 - Aalst | Belgium

E. support@nftlookup.io

W. www.nftlookup.io

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