

NFT SALE TERMS

The following terms and conditions ("**Terms**") govern the NFT Sale between the NFT Issuer and you, for your intended purchase of the NFTs from the NFT Issuer, during the Sale Duration. You and the NFT Issuer shall hereinafter be referred to as a "**Party**", and collectively, you and the NFT Issuer shall hereinafter be referred to as the "**Parties**".

By accepting these Terms and purchasing NFTs, you agree to be legally bound by these Terms and you expressly acknowledge and represent that you have carefully reviewed these Terms and fully understand the risks, costs, and benefits of purchasing NFTs.

If you are in any doubt as to the action you should take, you should consult your legal, financial, tax or other professional advisor(s). If you do not agree to these Terms, please do not accept these Terms or purchase any NFTs.

We may collect, use, process and retain any of your personal data in connection to the NFT Sale in accordance with our [Privacy Policy](#), which is incorporated herein by reference. By participating in the NFT Sale you hereby consent to our Privacy Policy.

1. Definitions

In these Terms, the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:

" Approvals "	has the meaning ascribed in Section 2.13;
" Approved Cryptoassets "	means a cryptoasset which may be used as payment for the purchase of the NFTs, and in this case – only ETH;
" Magic Eden "	means Euclid Labs Inc., a Delaware corporation;
" Magic Eden Platform "	means the platform that enables the creation, sale, and distribution of non-fungible cryptographic NFTs operated by Magic Eden;
" User Wallet "	means a digital wallet owned and controlled by the User;
" Dispute "	means any dispute between the Parties arising out of or in relation to these Terms;
" Covered Persons "	means Magic Eden and the NFT Issuer, and their respective subsidiaries, related companies, affiliates,

	directors, officers, employees, agents, service providers, successors, and permitted assignees;
"Maximum Purchase Amount"	has the meaning ascribed in Section 6.4;
"Purchase Price"	has the meaning ascribed in Section 6.3;
"Receiving Address"	means address(es) on the relevant blockchain to which the User shall transfer the total Purchase Price to;
"Restricted Persons"	has the meaning ascribed in Section 4.2;
"Expiration of the Sale Period"	has the meaning ascribed in Section 5.1.2.2;
"Sale Duration "	has the meaning ascribed in Section 5.1;
"Total Sale Amount"	has the meaning ascribed in Section Error! Reference source not found. ;
"NFT Sale"	means the sale of NFTs to you in accordance with these Terms;
"NFT Issuer"	means Delistor Development LLC, a company incorporated under the laws of Saint Vincent and the Grenadines, registration number of 3127 LLC 2023 and having its registered office situated at Medical Arts Building, Paul's Avenue, Kingstown, St. Vincent and the Grenadines;
"NFTs"	means the non-fungible cryptographic tokens issued by the NFT Issuer, which may be used by the User for obtaining a single character in a Banksters game which is available at www.banksters.com , and minting a Banksters non-fungible cryptographic token representing such character, subject to the applicable additional terms and conditions of the NFT Issuer and the applicable Banksters game operator;
"Transfer Period"	means the period from such time that a purchase is made until the Expiration of the Sale;

"User", "you", "your" or means the entity who is taking part in the NFT Sale;
"yourself"

2. User's Undertakings Representations and Warranties

2.1 User hereby agrees and acknowledges that:

- 2.1.1 The NFTs are not designated as and are not intended to be securities, financial instruments, or as an investment, and they do not constitute securities, financial instruments or an investment of any kind in any jurisdiction;
- 2.1.2 All information on the Magic Eden Platform, in any Banksters project white paper or other document, and on the Banksters website or the Banksters game available at: www.banksters.com, or in any statement made (the "**Available Information**") does not constitute a prospectus or offering document of any sort and is not intended to constitute an offer of securities in any jurisdiction or a solicitation for investment in securities, and User is not bound to enter into any contract or binding legal commitment, and no cryptoasset (including any cryptocurrency, fungible or non-fungible token) or other form of payment is to be accepted on the basis of the Available Information;
- 2.1.3 No regulatory authority has examined or approved the Available Information, no action has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction, and the publication, distribution or dissemination of all or any part of the Available Information to User does not imply that the applicable laws, regulatory requirements or rules have been complied with;
- 2.1.4 The Available Information, the undertaking and/or the completion of the NFT Sale, or future exchange of the NFTs on any exchange or marketplace (regulated, unregulated, primary, secondary or otherwise), shall not be construed, interpreted or deemed by User as an indication of the merits of the NFT Issuer, the NFTs, the NFT Sale or the Available Information;
- 2.1.5 The distribution or dissemination of the Available Information or any part thereof, any copy thereof, or acceptance of the same by User, is not prohibited or restricted by the applicable laws, regulations or rules in User's jurisdiction of residence, and where any restrictions in relation to possession of the NFTs are applicable. User has observed and complied with all such restrictions at User's own expense and without liability to the NFT Issuer;

- 2.1.6 The provision of these Terms, any part thereof or any copy thereof, or acceptance of the same by you, is not prohibited or restricted by the applicable laws, regulations or rules in your jurisdiction, and where any restrictions in relation to possession of the NFTs are applicable, you have observed and complied with all such restrictions at your own expense and without liability to the NFT Issuer;
- 2.1.7 In the case where User wishes to purchase any NFTs, the NFTs should not be construed, interpreted, classified, or treated as: (i) any kind of currency or commodity; (ii) debentures, stocks or shares issued by any person or entity (whether by the NFT Issuer or otherwise); (iii) rights, options or derivatives in respect of such debentures, stocks or shares; (iv) rights under a contract for differences or under any other contract the purpose or intended purpose of which is to secure a profit or avoid a loss; (v) units in a collective investment scheme; (vi) units in a business trust; (vii) derivatives of units in a business trust; (viii) any other security or class of securities; (ix) any security, financial instrument; or (x) any type of investment under the applicable laws (as amended or re-enacted from time to time) or as such term might be construed under similar legislation in any other part of the world.
- 2.1.8 User is not a Restricted Person. "**Restricted Person**" means any individual or entity that is not permitted to access or participate in the NFT Sale, and shall include any person, firm, company, partnership, trust, corporation, entity, government, state or agency of a state, or any other incorporated or unincorporated body or association, association or partnership (whether or not having a separate legal entity) that is (a) established or lawfully existing under the laws of or is a citizen, national, resident (tax or otherwise) of any of the Restricted Territories, or (b) is listed on any of the sanctions, embargoes, designated or blocked or debarred persons lists issued by any state, authority or international body, including without limitation the United Nations Security Council, US Department of Treasury's Office of Foreign Assets Control, U.S. Department of Commerce's Bureau of Industry and Security, United Kingdom HM Treasury's Office of Financial Sanctions Implementation, Saint Vincent and the Grenadines or the European Union. "**Restricted Territories**" means (i) Afghanistan, Algeria, Australia – Northern Territory, Queensland and Victoria; Bangladesh, Belarus, Bolivia, Bulgaria, Burundi, Canada, China, Cuba, Egypt,

Estonia, France, Ghana, Greece, India – States of Andhra, Pradesh, Assam, Odisha, Telangana, Nagaland, Sikkim, Meghalayaa and Karnataka; Iran, Iraq, Israel, Italy, Japan, Kuwait, Lebanon, Libya, Mexico, Morocco, Myanmar (Burma), Niger, North Korea, North Macedonia, Palestine (especially, Gaza strip), Qatar, Russia, South Sudan, Sudan, Syria, Tunisia, Ukraine - Crimea, Donetsk, Kherson, Zaporizhzhia and Luhasnk regions; United Kingdom, USA, Singapore, Bosnia & Herzegovina, Nepal, Saudi Arabia, Somalia, South Korea, UAE, Venezuela and Yemen; (ii) any jurisdiction which prohibits the NFT Sale, NFTs or digital assets, or the Banksters game and any such similar or related activity; or (iii) any other jurisdiction that is the subject of country wide or territory wide sanctions, embargoes, or other restrictive measures administered or enforced by any country, state or government or intergovernmental organization, including without limitation by the United Nations Security Council, US Department of Treasury's Office of Foreign Assets Control, U.S. Department of Commerce's Bureau of Industry and Security, United Kingdom HM Treasury's Office of Financial Sanctions Implementation, Saint Vincent and the Grenadines, United Arab Emirates, Malta or the European Union.

- 2.2 User is not listed, or associated with any person or entity listed, on any of the sanctions, embargoes, designated or blocked or debarred persons lists issued by any applicable state, authority or international body, including without limitation the United Nations Security Council, US Department of Treasury's Office of Foreign Assets Control, U.S. Department of Commerce's Bureau of Industry and Security, United Kingdom HM Treasury's Office of Financial Sanctions Implementation, Saint Vincent and the Grenadines or the European Union.
- 2.3 User is not and has not been involved in any type of activity associated with money laundering or terror financing and has not violated any provision of any applicable anti-money laundering / combating the financing of terrorism, anti-corruption or anti-bribery law or regulation, and was not subject to any investigation by, or a request for information from, any governmental body relating to corruption or bribery under any statute.
- 2.4 User declares that the NFTs to be delivered and received by the User will not be used for any purpose in connection with money laundering, terrorism financing or any other acts in breach or contravention of any applicable law, regulation or rule;

- 2.5 User is legally permitted to transfer the Purchase Price to the Receiving Address as well as obtain NFTs in User's jurisdiction of residence.
- 2.6 User is not purchasing or obtaining the NFTs for any illegal use or purposes.
- 2.7 User, if a corporate entity, is duly organized and validly existing under the applicable laws of its jurisdiction of incorporation, and, if an individual, is at least eighteen (18) years of age and has sufficient legal capacity to carry out the actions set forth in these Terms in the applicable jurisdictions.
- 2.8 User's actions in accordance with these Terms will not result in any violation of, be in conflict with, or constitute a material default under: (i) any provision of User's constitutional or organizational documents, if User is a corporate entity; (ii) any provision of any judgment, decree or order to which User is a party, by which User is bound or to which any of User's material assets are subject; or (iii) any material agreement, obligation, duty or commitment to which User is a party or by which User is bound.
- 2.9 User has obtained sufficient information about the NFT Issuer and its officers, agents and representatives, and about the NFTs to make an informed decision to purchase the NFTs; and User has had the full opportunity to seek independent legal and financial counsel if needed prior to making any purchase of NFTs.
- 2.10 User is not purchasing NFTs for any investment, speculative or other financial purposes.
- 2.11 User has at least a basic degree of understanding of the operation, functionality, usage, storage, transmission mechanisms and other material characteristics of cryptoassets, Blockchain based software systems, cryptoasset/digital wallets or other related NFT storage mechanisms, Blockchain technology and smart contract technology.
- 2.12 User is fully aware and understands that in the case where User wishes to purchase any NFTs, there may be inherent risks associated with: (i) the NFT Issuer and its business and operations and any associated project, including Banksters project; (ii) the NFTs, and any purchase/sales or creation thereof; (iii) the NFT Sale; and (iv) relying or acting on all or any part of the Available Information.
- 2.13 User declares that no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any regulatory authority in any jurisdiction ("**Approvals**") is required in connection with the Users purchase

of NFTs, or where any Approvals are required, such Approvals have been obtained and remain valid and in full force and effect.

- 2.14 User acknowledges and agrees that Banksters project, including the game, is provided and operated by a third party and participation therein is subject to separate terms and conditions.
- 2.15 User acknowledges and agrees that these Terms do not purport to represent that the Banksters game or any part thereof will be available at all times or that the Banksters game will be available in the User's jurisdiction, or to any specific User, including, among others, due to regulatory considerations, even if the User had successfully purchased an NFT on the Magic Eden Platform as part of the NFT Sale or elsewhere.
- 2.16 User acknowledges and agrees that all of the provisions set out above in this Section 2 are true, complete, accurate and non-misleading, and will continue to be as such from the time the User consents to these Terms.

3. **General**

- 3.1 Unless otherwise stated herein, these Terms shall govern your purchase of NFTs from the NFT Issuer in the NFT Sale during the Sale Duration.
- 3.2 The NFT Sale is conducted only during the Sale Duration.
- 3.3 None of the information contained within, or any part of, the following shall constitute part of these Terms:
 - 3.3.1 The documents and information, including any final, published, and officially adopted or draft versions of any whitepaper, alongside any other materials made available on the NFT Issuer's or Banksters project's website, or disseminated via the NFT Issuer's or any Banksters project's Twitter channel, or the NFT Issuer's or any Banksters project's Discord channel or any such Telegram group (hereinafter collectively referred to as the "**Channels**");
 - 3.3.2 No websites or social media channels, whether directly or indirectly associated with the NFTs, or Banksters project, nor any additional information or documents, including any whitepaper, shall be deemed a component of these Terms. Furthermore, the NFT Issuer does not, and does not intend to, make any representations, warranties, or commitments concerning any content or part of the materials referenced in Section 3.3.1 above.

3.3.3 After the conclusion of the purchase of the NFT by the User in accordance with these Terms and all applicable laws and regulations, the User owns the underlying NFT in its entirety.

4. **Eligibility to Purchase NFTs**

- 4.1 You shall not participate in the NFT Sale if there are applicable legal restrictions in your country of residence or domicile. You bear the exclusive responsibility to verify and ensure that your participation in the NFT Sale does not contravene, limit, diminish, obstruct, impair, or adversely impact your compliance with any laws, regulations, or rules applicable in your jurisdiction of residence or domicile.
- 4.2 You are not eligible, and you will not purchase any NFTs in the NFT Sale if you are a person who is otherwise prohibited or ineligible in any way, whether in full or in part, from participating in the NFT Sale; or if the NFT Sale itself is deemed prohibited, restricted, or unauthorized in any manner, either wholly or partially, under the laws, regulatory mandates, or rules applicable within your jurisdiction.
- 4.3 You may be required to undergo and successfully pass a KYC process in order to be given the opportunity to initiate transactions for the purchase of the NFTs.
- 4.4 During the registration process, you shall provide requested information, which may include, without limitation, your e-mail address and digital wallet address ("**Registration Details**").
- 4.5 You warrant and represent that all Registration Details that you provide are true, accurate, and complete, and that you shall promptly update your Registration Details upon any changes to this information.
- 4.6 You further acknowledge and represent the following:
- a) you are at least 18 years of age and the age of majority to enter into a binding agreement in your jurisdiction;
 - b) you are of sound mind and capable of taking responsibility for your own actions and have full legal capacity to accept these Terms;
 - c) the purpose of your registration is for your own personal use;
 - d) you are only allowed to register once for the NFT Sale;
 - e) you shall not assist others in obtaining unauthorized access to Magic Eden's website or the NFT Sale; and
 - f) you shall be fully responsible for any activities undertaken by you during the registration process and the NFT Sale.

- 4.7 You understand that you are responsible for maintaining the confidentiality of your Registration Details. You understand and acknowledge that any compromise of your Registration Details may expose your personal and confidential information to unauthorized access by a third party, which may also result in loss or theft of your cryptoassets or any NFT, as well as any linked accounts.
- 4.8 You are responsible for the security of your User Wallet on your own personal computer or other device and internet access location. You understand and acknowledge that if your username and password combination is "hacked" from your computer or any other device due to any viruses or malware that are present on your computer, or other device, from which you access the Magic Eden website. You should immediately report to the StormGain any possible hacking attempts or security breaches from your computer terminal, or other device.
- 4.9 In the event you have any knowledge of: (i) any third-party access to your Registration Details; (ii) your personal information being compromised; or (iii) any other unauthorized use of your Registered Details, you should immediately notify us by sending an email to support@delistor.xyz, including all relevant details.
- 4.10 As part of the KYC process Magic Eden or the Token Issuer may conduct a verification process to verify your Registration Details and confirm your identity and eligibility to participate in the NFT Sale or the receipt of the NFTs. During this verification process, Magic Eden or the NFT Issuer may request certain documents from you, which may include without limitation proof of address, such as a utility bill, proof of your payment method and a copy of a government issued identity card. Magic Eden and the NFT Issuer reserve the right to require certified or notarized copies at your expense. You understand that Magic Eden or the NFT Issuer shall be under no obligation to accept any documents as valid. In addition to documentation, Magic Eden or the NFT Issuer may also choose to verify your identity through a video and/or audio call conference (collectively, the "**KYC Process**").
- 4.11 Along with the KYC Process, Magic Eden or the NFT Issuer may implement certain checks to prevent money laundering ("**AML Policy**"). Money laundering means the disguising of the source of proceeds derived from criminal activity so that it appears as though it came from legitimate sources of income.

- 4.12 You acknowledge and agree that in order to conduct such verification process and/or background checks, in accordance with the KYC Process and the applicable AML Policy, the NFT Issuer or Magic Eden may perform inquiries, directly or indirectly through third party service providers to prevent fraud, suspicious activity, misidentification, money laundering or any other prohibited activity. Magic Eden and the Token Issuer reserve the right to take any action it deems necessary with respect to the outcome of such inquiries. You agree and consent to global transfer, if necessary, of your information as required for Magic Eden's or NFT Issuer's legitimate business purposes. Magic Eden or NFT Issuer will retain your information to perform KYC checks for the period necessary to perform the KYC/AML reviews, and as required to comply with their legal obligations.
- 4.13 If you fail Magic Eden's or NFT Issuer's internal compliance and security checks for any reason, you may be prevented from participating in the NFT Sale; and/or Magic Eden or the NFT Issuer may limit or suspend your participation in the NFT Sale at any time. You understand that the outcome of such KYC/AML reviews, including a decision not to approve you for the participation in the NFT Sale, is within Magic Eden's and NFT Issuer's sole and absolute discretion, and they are under no obligation to provide feedback on the exact nature of their findings.
- 4.14 In the event you register to the NFT Sale without Magic Eden's or the NFT Issuer's permission or in violation of these Terms, Magic Eden or the NFT Issuer reserve the right to immediately suspend or terminate your participation in the NFT Sale, as Magic Eden or the NFT Issuer deem appropriate, as well as suspend or terminate any pending orders; and Magic Eden reserves the right to seek any other remedy to which Magic Eden may be entitled for such violation, and Magic Eden may take further actions against you as applicable.
- 4.15 Magic Eden and NFT Issuer do not guarantee to provide you with security alerts or any other types of alerts, and Magic Eden and NFT Issuer shall not be held liable for not providing any such alerts. Magic Eden and NFT Issuer will not be held responsible for any damages or losses which you may sustain as a result of your Registration Details being compromised.
- 4.16 Any criminal activity or fraudulent acts committed by you or under your supervision and/or control through your participation in the NFT Sale is forbidden. You agree not to hide your IP location and you shall always disclose your accurate and true location. In the event Magic Eden or NFT Issuer determine, in their sole

discretion, that any activity you perform through the NFT Sale is suspicious or related to any prohibited activity, Magic Eden or NFT Issuer may cancel or suspend your access to the NFT Sale, block any outstanding transactions, deny any new transactions, and/or freeze any funds that may be available to you through the NFT Sale. You understand that you shall be held liable for losses incurred by Magic Eden, NFT Issuer, or any third party due to your non-compliance and/or violation of any of the foregoing rules. Magic Eden and NFT Issuer shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or other criminal activity and may also engage collection services to recover payments.

5. **Sale Duration**

5.1 The NFT Sale is undertaken during the period (the "**Sale Duration**"):

5.1.1 Starting at 17 April, 2024 on 5:00 AM (UTC); and

5.1.2 Ending on the earlier of:

5.1.2.1 The total number of NFTs purchased in the NFT Sale is 2,000 NFTs (the "**Total Sale Amount**"); or

5.1.2.2 The NFT Issuer decides, at its sole and absolute discretion, to stop the Token Sale (the "**Expiration of the Sale Period**")

Please note that Section 5.3 will be applicable to any attempted purchase of NFTs after the Expiration of the Sale Period. The Expiration of the Sale Period will be announced by the NFT Issuer as soon as practicable thereafter on the Channels or such other channels of communication as may be determined by the NFT Issuer.

5.2 The NFT Issuer may, at its sole and absolute discretion, determine that the Expiration of the Sale Period shall be such time other than as set out in Section 5.1.2, or that the Total Sale Amount shall be such amount other than as set out in Section 5.1.2.1.

5.3 In the case that your attempt to buy NFTs occurs following the Expiration of the Sale Period and any payment for this attempted purchase has been made, you recognize and concur that:

5.3.1 If your transfer of Approved Cryptoassets to the Receiving Address as payment for such attempted purchase of NFTs is received successfully within the Receiving Address and notwithstanding any provision in these Terms, the NFT

Issuer is empowered, at its sole discretion, to refund such transfer either in whole or in part, excluding interest and deducting any administrative, third-party, or transaction fees including gas fees incurred during the refund process. You will bear the cost of any such fees;

5.3.2 Apart from any potential refund the NFT Issuer decides to issue as outlined in Section 5.3.1, the NFT Issuer is under no obligation to you regarding this attempted purchase; and

5.3.3 Save for the possibility of a refund as detailed in Section 5.3.2, you relinquish any existing or future legal or contractual rights, claims, or actions against the NFT Issuer and its indemnified affiliates concerning this attempted purchase, and you shall further hold harmless, all the Covered Persons from and against any and all losses, damages, taxes, liabilities and expenses that may be incurred by you in connection with or arising from such attempted purchase.

6. Accepted Cryptoassets, Payment Terms, and Transfer Procedures

6.1 NFT purchases during the NFT Sale are exclusively facilitated through the officially designated web address. Should you attempt to purchase NFTs from any other website or location apart from the designated web address, you acknowledge and agree to the following:

6.1.1 The NFT Issuer is under no obligation to issue or deliver any NFTs to you, and you shall have no right to receive any NFTs;

6.1.2 You are not entitled to any refund of the Purchase Price or any part thereof transferred through any other website or location apart from the designated web address;

6.1.3 The NFT Issuer bears no responsibility or liability to you regarding such attempted purchases mentioned under Section 6.1.

6.2 The NFT Issuer will exclusively accept Approved Cryptoassets as the valid form of payment for the purchase of NFTs. No legal tender, fiat currencies, other cryptocurrencies, blockchain assets, will be recognized as valid payment for the purchase of NFTs. Subject to the provisions of these Terms, your purchase of NFTs under these Terms shall be deemed to be a confirmed purchase only upon such transaction being recorded on the Ethereum blockchain and a written confirmation from the NFT Issuer or Magic Eden that your transfer of Approved Cryptoassets to

the Receiving Address, as payment for your intended purchase of NFTs, is successful and complete.

- 6.3 The amount payable for each NFT acquired during the NFT Sale ("**Purchase Price**") shall be **0.04 ETH** for each NFT. Despite the initial stipulation in this Section 6.3, the NFT Issuer reserves the right to modify the Purchase Price at any point throughout the Sale Duration, according to its sole and complete discretion.
- 6.4 The maximum Purchase Price for total purchase of NFTs per User during the NFT Sale shall be **0.2 ETH**. This maximum amount excludes any administrative, third-party charges, or additional transaction fees that may be incurred by you during the transfer of Approved Cryptoassets (the "**Maximum Purchase Amount**"). Notwithstanding the foregoing, the NFT Issuer reserves the right to adjust the Maximum Purchase Amount at any time during the Sale Duration.
- 6.5 In the event of attempting to purchase NFTs of an amount exceeding the Maximum Purchase Amount, you agree that:
 - 6.5.1 Provided that your transfer of Approved Cryptoassets to the Receiving Address as payment for such attempted purchase of NFTs is successfully received in the Receiving Address and notwithstanding any provision in these Terms, the NFT Issuer may, at its sole and absolute discretion:
 - 6.5.1.1 Choose to refund the entire or partial amount of the transfer without interest, deducting any administrative or third-party charges or transaction fees, including any blockchain gas fees, incurred in connection with such refund, in which case such fees (if any) incurred in connection with such refund shall be borne by you;
 - 6.5.2 In the case where Section 6.5.1.1 is applicable, save for any refund that the NFT Issuer may elect to provide thereunder, the NFT Issuer shall have no obligations in any form or manner whatsoever to you in respect of such attempted purchase; and
 - 6.5.3 In the case where Section 6.5.1.1 is applicable, save for your right to any such refund (whether in whole or in part) thereunder, You hereby waive all present or future rights, claims, and/or courses of action, whether under law (including any tortious claims) or contract, against the Covered Persons arising from or related to such attempted purchase mentioned under Section 6.5. Furthermore, you agree to hold harmless the Covered Persons from all losses, damages, taxes,

liabilities, and expenses incurred by you in connection with or arising from such attempted purchase.

- 6.6 The Purchase Price for NFTs excludes any administrative, third-party charges, or transaction fees associated with your transfer of the Purchase Price for the intended purchase of NFTs. You are responsible for covering any such charges or fees incurred during the transfer process. Any transaction fee amounts recommended by the NFT Issuer via any communication channels are merely indicative and may not accurately reflect the actual fees required for confirmation on the Magic Eden Platform. Therefore, there is no guarantee that the recommended transaction fee amounts will suffice for confirmation prior to the Expiration of the Sale Period.
- 6.7 You shall transfer Approved Cryptoassets in the amount of the Purchase Price for your intended purchase of NFTs from the User Wallet to the Receiving Address as may be provided to you by the NFT Issuer within the Transfer Period.
- 6.8 If you transfer Approved Cryptoassets to the Receiving Address from the address of an account or wallet other than the User Wallet, whether such transfer is successfully received or not, you acknowledge and agree that:
 - 6.8.1 The NFT Issuer shall not be under any obligation to deliver any NFTs to you;
 - 6.8.2 The NFT Issuer shall not have any obligation to Provide any refunds for transfers of Approved Cryptoassets to the Receiving Address;
 - 6.8.3 The NFT Issuer shall not have any obligation in any form or manner whatsoever to you in respect of such attempted purchase; and
 - 6.8.4 You hereby waive all present or future rights, claims, and/or courses of action, whether under law (including any tortious claims) or contract, against the Covered Persons arising from or related to such attempted purchase mentioned under Section 6.8. Furthermore, you agree to hold harmless the Covered Persons from all losses, damages, taxes, liabilities, and expenses incurred by you in connection with or arising from such attempted purchase.
- 6.9 Any transfer of Approved CryptoassetsNFT as Purchase Price for your intended purchase of NFTs shall be directed solely to the Receiving Address. Should any transfer occur to an address or location other than the Receiving Address, or if made after the expiry of the Sale Duration, you acknowledge and agree that:
 - 6.9.1 Such Purchase Price will not be received by the NFT Issuer and shall be deemed to be an invalid transfer, relieving the NFT Issuer of any obligation whatsoever to deliver any NFTs to you;

- 6.9.2 The NFT Issuer shall bear no obligations in any form or manner to you regarding such attempted purchase; and
 - 6.9.3 You hereby waive all present or future rights, claims, and/or courses of action, whether under law (including any tortious claims) or contract, against the Covered Persons arising from or related to such attempted purchase mentioned under Section 6.9. Furthermore, you agree to hold harmless the Covered Persons from all losses, damages, taxes, liabilities, and expenses incurred by you in connection with or arising from such attempted purchase.
- 6.10 In the event that you have made any transfers of Approved Cryptoassets for purchase of NFTs and this purchase is determined to be in violation of any applicable laws, regulations or rules, you agree, regardless of whether such transfers was successfully received in the Receiving Address, that the attempted purchase of NFTs will be regarded as invalid and:
- 6.10.1 The NFT Issuer shall not be under any obligation to deliver any NFTs to you;
 - 6.10.2 The NFT Issuer shall not have any obligation to provide any refunds; and
 - 6.10.3 You hereby waive all present or future rights, claims, and/or courses of action, whether under law (including any tortious claims) or contract, the Covered Persons arising from or related to such attempted purchase mentioned under Section 6.8. Furthermore, you agree to hold harmless the Covered Persons from all losses, damages, taxes, liabilities, and expenses incurred by you in connection with or arising from such attempted purchase.

7. **User Wallet and Refunds**

- 7.1 In the context of your transfer of Approved Cryptoassets in the amount of the Purchase Price and potential receipt of refunds (if applicable) in the NFT Sale, you are solely responsible for establishing and maintaining a fully operational, secure, and valid User Wallet. Additionally, you are responsible for securely retaining access credentials for the User Wallet, including any applicable private key.
- 7.2 It is emphasized that any refunds provided by the NFT Issuer under these Terms will exclusively be in Approved Cryptoassets matching the amount transferred by you in the amount of the Purchase Price. Refunds will not be issued in any fiat or any other cryptographic currency and will not be subject to any exchange rate.

- 7.3 Refunds and delivery of NFTs will be directed exclusively to the User Wallet from which the Purchase Price was transferred. No other account or wallet will be considered for such transactions.
- 7.4 Should any loss, hack, or theft occur from your User Wallet, you acknowledge and affirm that you waive all rights, claims, or courses of action against the Covered Persons.
- 7.5 The NFT Issuer's obligation to deliver NFTs or provide refunds under these Terms is contingent upon your compliance with the provisions outlined in Sections 7.1 to 7.4. If the NFT Issuer is unable to deliver NFTs or provide refunds due to issues with the initialization, validity, or operability of your User Wallet, the NFT Issuer or Magic Eden may, at its sole discretion, hold such NFTs or refunds in escrow or take any other actions it deems necessary, and shall not be obligated to deliver NFTs or provide refunds.

8. **NFT Distribution**

- 8.1 Upon the successful receipt of transfers of Approved Cryptoassets in the amount of the Purchase Price in the Receiving Address for confirmed NFT purchases from the NFT Issuer, the NFT Issuer shall use its best efforts to distribute the NFTs for such purchases to the specified address of your User Wallet, as per the provisions outlined in Section 7.4 on the date of the NFT purchase. NFTs shall be considered received by you upon confirmation of their receipt in the User Wallet mentioned in Section 7.4.
- 8.2 The distribution of NFTs to you as outlined in Section 8.1 shall only be made upon satisfying the following conditions:
- 8.2.1 Your compliance with Know-Your-Client requirements as applicable;
 - 8.2.2 Receipt by the NFT Issuer in full of the Purchase Price for your purchase of NFTs at the Receiving Address in accordance with Section 6;
 - 8.2.3 The User Wallet provided by you to the NFT Issuer in accordance with Section 7.3 being maintained in fully operational, secure and valid status; and
 - 8.2.4 The transfers of Approved Cryptoassets in the amount of the Purchase Price being successfully received in the Receiving Address.
- 8.3 If the NFT Issuer deems it necessary, at its sole discretion, to obtain specific information from you in order to comply with applicable laws or regulations regarding the NFT purchase, you agree to promptly provide such information upon such request in the format or method stipulated by the NFT Issuer. You

acknowledge and agree that the NFT Issuer may decline to sell NFTs to you or delay their delivery until the requested information is provided to its satisfaction. Any changes to the documents and information initially provided to the NFT Issuer must be promptly communicated by you. In the absence of any notification in writing notifying of any change, the NFT Issuer is entitled to presume that the information provided by you remains true, correct, not misleading and unchanged.

9. Transaction and Termination of NFT Sale

9.1 Upon successful receipt of the Approved Cryptoassets in the amount of the Purchase Price in the Receiving Address for the purchase of NFTs from the NFT Issuer, in accordance with these Terms:

9.1.1 Such transfer shall be considered as final; and

9.1.2 Unless stipulated otherwise by applicable laws, regulations, or rules, you shall not have the right to withdraw, cancel, or refund such transfers or purchases.

9.2 The NFT Issuer and Magic Eden reserve the right, in its sole and absolute discretion, to reject any NFT purchases or halt the NFT Sale any time after your acceptance of these Terms and before NFTs are distributed in accordance with Section 8. Additionally, the NFT Issuer and Magic Eden reserve the sole and absolute right to invalidate the NFT Sale and any associated NFT purchases, even if the NFT distribution has already occurred in accordance with Section 8, in the case where there is any alteration in the applicable law, regulations or rules post-delivery, impeding, restricting, limiting, hindering, impairing, or otherwise adversely affects the NFT Sale to any extent.

9.3 In the event of any such rejection of your NFT purchase, termination of the NFT Sale, or the deemed invalidity of a completed NFT Sale, where you have transferred Approved Cryptoassets in the amount of the Purchase Price for such rejected or invalidated purchase, you acknowledge and agree to the following:

9.3.1 In the event of a successful receipt of your Approved Cryptoassets in the Receiving Address as payment for the intended purchase, the NFT Issuer may, at its sole discretion, decide to refund the Purchase Price, either in full or partially, without interest, net of all applicable administrative, third-party charges, and transaction fees incurred. Any such fees related to the refund shall be your responsibility.

- 9.3.2 Except for any refund that the NFT Issuer may decide to give you under Section 9.3.1, the NFT Issuer shall have no obligations of any kind to you in respect of such intended purchase; and
- 9.3.3 Save for your right to any refund under Section 9.3.1, You hereby waive all present or future rights, claims, and/or courses of action, whether under law (including any tortious claims) or contract, against the Covered Persons arising from or related to such attempted purchase. Furthermore, you agree to hold harmless the Covered Persons from all losses, damages, taxes, liabilities, and expenses incurred by you in connection with or arising from such attempted purchase.

10. **Refund Of Purchase Price**

- 10.1 You acknowledge, agree, and confirm that no refunds shall be issued for any transfers of Approved Cryptoassets sent by you to the NFT Issuer unless expressly provided under these Terms. You take full responsibility for all associated risks regarding refunds of transfers of Approved Cryptoassets made under these Terms, and neither the NFT Issuer nor the Covered Persons shall be held liable for such risks.
- 10.2 In situations where the NFT Issuer, in accordance with these Terms, decides to refund any transfer of Approved Cryptoassets received from you in the amount of the Purchase Price for an intended purchase, the NFT Issuer shall transfer an equivalent amount of Approved Cryptoassets to the address specified in the User Wallet, as outlined in Section 7.3.
- 10.3 Despite the provisions in Section 10.2, if the NFT Issuer or Magic Eden, in accordance with these Terms, choose to refund any transfers of Approved Cryptoassets made by you as Purchase Price for an intended purchase, but the address of the account or wallet from which you made the transfer is not a User Wallet, you hereby acknowledge and agree as follows:
 - 10.3.1 The NFT Issuer shall not be obligated to ensure your receipt of any such refund;
 - 10.3.2 The NFT Issuer shall not have any obligation, in any form or manner whatsoever, to you regarding such refund; and
 - 10.3.3 You hereby waive all present or future rights, claims, and/or courses of action, whether under law (including any tortious claims) or contract, against the Covered Persons arising from or related to such attempted purchase.

Furthermore, you agree to hold harmless the Covered Persons from all losses, damages, taxes, liabilities, and expenses incurred by you in connection with or arising from such attempted purchase.

11. **Risks**

User has carefully reviewed, acknowledges, understands, and assumes that NFTs and Banksters project present significant risks, including, without limitation, the following risks:

- 11.1 Ability to Transact or Resell: User may be unable to sell or otherwise transact in NFTs at any time, or for the price User paid as part of the NFT Sale. User acknowledges, understands, and agrees that NFTs have not inherent or intrinsic value. The value of each NFT is inherently subjective, similar to other collectibles.
- 11.2 Token Security: Hackers or other malicious groups or organizations may attempt to interfere with the NFT, the applicable blockchain network, or any Banksters project related elements in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, there is the risk that the applicable blockchain's smart contracts may contain intentional or unintentional bugs or weaknesses which may negatively affect the NFTs or result in the loss of User's NFTs, the loss of User's ability to access or control User's NFTs or the loss of User's Approved Cryptoassets. In the event of such a software bug or weakness, there may be no remedy and holders of NFTs are not guaranteed any remedy, refund, or compensation. The platform may migrate to a network other than Ethereum, and in such case in order to access or use, as applicable, NFTs and the Banksters project you may be required to swap your NFTs or other related non-fungible tokens which are compatible with Ethereum to tokens which would be compatible with a network to which the Banksters project will be migrating. In order to execute such swap you may be required to use a third-party cross-chain bridging services, over which the NFT Issuer has no control and therefore makes no representation regarding their reliability or quality. The use of such third party cross-chain bridging services may be subject to the terms and conditions of the provider of such services. The use of such services may bear various risks, and the NFT Issuer is not responsible for any damages that may be caused to you due to the use of such third party cross-chain bridging services.

- 11.3 Access to Private Keys: NFTs purchased by the User may be held by the User in User's digital wallet or vault, which requires a private key, or a combination of private keys, for access. Accordingly, loss of requisite private key(s) associated with User's digital wallet or vault storing NFTs will result in loss of such NFTs, access to User's NFTs balance and/or any initial balances in blockchains created by third parties. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet or vault service the User uses as applicable, may be able to misappropriate User's NFTs. The NFT Issuer is not responsible for any such losses.
- 11.4 New Technology: NFTs are new and untested. Banksters project or other relevant projects may not be capable of adoption. Even if Banksters project is adopted, it might not function as intended, and the NFTs may not have functionality that is desirable or valuable. Also, technology is changing rapidly, so the NFTs may become outdated.
- 11.5 Reliance on Third-Parties: Banksters project will rely, in whole or partly, on third parties to adopt and implement it and to continue to develop, supply, and otherwise support it. There is no assurance or guarantee that those third parties will complete their work, carry out their obligations, or otherwise meet anyone's needs, all of which might have a material adverse effect on the NFTs.
- 11.6 Risk of Uninsured Loss: Unlike bank accounts or accounts at some other financial institutions, NFTs are uninsured unless you specifically obtain private insurance to insure them. Thus, in the event of loss or loss of utility value, there is no public insurer, such as the Federal Deposit Insurance Corporation, or private insurance arranged by the Token Issuer or Magic Eden, to offer recourse to You.
- 11.7 Taxes: The tax characterization of NFTs is uncertain. You must seek your own tax advice in connection with purchasing NFTs, which may result in adverse tax consequences to You, including withholding taxes, income taxes and tax reporting requirements.
- 11.8 Lack of Interest: There can be no assurance or guarantee that there will be sufficient interest or participation in the Banksters project.
- 11.9 Uncertain Regulatory Framework: The regulatory status of cryptographic tokens, digital assets and blockchain technology is unclear or unsettled in many jurisdictions. It is difficult to predict how or whether judicial, governmental, regulatory or other authorities will address or regulate such technologies. It is

likewise difficult to predict how or whether any such authorities may make changes to existing laws, rules or regulations that will affect cryptographic tokens, digital assets, blockchain technology and its applications. Such changes could negatively impact NFTs in various ways, including, for example through a determination that NFTs are regulated financial instruments that require certain registrations or controls. The Token Issuer may cease the distribution of the NFTs, and the Token Issuer or the operator of Banksters project may cease operations in a jurisdiction in the event that governmental or judicial actions make it unlawful or commercially undesirable to continue to do so.

11.10 Risk of Governmental or Judicial Action: As noted above, the industry in which the Token Issuer, the operator of Banksters project and other related project operate is new, and may be subject to heightened oversight and scrutiny, including investigations or enforcement actions. There can be no assurance that judicial, governmental, regulatory or other authorities will not examine the operations of the NFT Issuer, the operator of Banksters project and other related project or pursue enforcement actions against any of the above. Such governmental activities may or may not be the result of targeting the NFT Issuer, the operator of Banksters project or other related project in particular. All of this may subject any of these, including the NFT Issuer, to judgments, settlements, fines or penalties, or cause NFT Issuer to restructure its operations and activities or to cease offering certain products or services, all of which could harm NFT Issuer's or other abovementioned entities' reputation or lead to higher operational costs, which may in turn have a material adverse effect on the NFTs, Banksters project or other related projects.

11.11 Unanticipated Risks: Cryptographic tokens such as the NFTs are a new and untested technology. In addition to the risks included in this Section 11, there are other risks associated with your purchase, holding and use of NFTs, including those that the NFT Issuer cannot anticipate. These unanticipated risks may have a material adverse impact on the NFTs and any related project.

12. **Covered Persons' Limitation of Liability and Indemnification**

12.1 To the extent permitted by the applicable laws, rules and regulations, in no event will the Covered Persons:

- 12.1.1 Be liable for any and all damages whatsoever caused by or related to the use of, or the inability to use the NFTs or the Magic Eden Platform, under any cause or action whatsoever, of any kind, in any jurisdiction, including, without limitation, actions for breach of warranty, breach of contract or tort (including negligence);
- 12.1.2 Be liable for any indirect, incidental, special, exemplary or consequential damages, including for loss of profits, reputation or data, in any way whatsoever arising out of the use of, or the inability to use the NFTs or the Magic Eden Platform.
- 12.2 User further specifically acknowledges that developers, auditors, contractors, employees and founders of the NFT Issuer are not liable, and User agrees not to seek to hold them liable for the conduct of third parties, and that the risk of, holding and using the NFTs is assumed entirely by the User.
- 12.3 User shall indemnify, defend, and hold the Covered Persons harmless from and against any and all claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities (including but not limited to reasonable legal fees incurred and/or those necessary to successfully establish the right to indemnification) filed/incurred by the Covered Persons or any third party against any of the Covered Persons arising out of a breach of any warranty, representation, or obligation hereunder.

13. **Intellectual Property Rights**

- 13.1 "**Magic Eden and NFT Issuer's Property**" includes, but is not limited to, the Magic Eden Platform, NFTs, and all materials associated therewith, and any other content, products, documentation, software, materials, or other technology related to the Magic Eden Platform, the NFTs, the NFT Sale, including, but not limited to, any and all modifications, enhancements, updates, and configurations, whether written, printed, electronic, or in source code or any other format, and any patent, copyright, trade secret, trademark, service mark, or other Intellectual Property Rights in any of the foregoing. For the purposes of this Agreement, "**Intellectual Property Rights**" means all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to the following: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents and patent applications, and any divisional, continuation, continuation in part,

extension, reissue, renewal or re-examination of patent issuing therefrom (including any foreign counterparts); (ii) any work of authorship, regardless of copyright ability, copyrightable works (including moral rights); (iii) mask works and integrated circuit layouts and applications and registrations thereof; (iv) computer software, including any and all software implementations of algorithms, models, methodologies, artwork and designs, whether in source code or object code; (v) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (vi) designs and any applications and registrations thereof; (vii) all trade secrets, confidential information and business information; (viii) trademarks, service marks, trade names, certification marks, collective marks, logos, brand names, business names, domain names, corporate names, trade styles and trade dress, get-up, and other designations of source or origin and all applications and registrations thereof; (ix) all documentation, including user manuals and training materials relating to any of the foregoing and descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and (x) all other proprietary rights, industrial rights and any other similar rights.

- 13.2 Magic Eden and NFT Issuer or their licensors retain all right, title, and interest in and to the Magic Eden and NFT Issuer's Property. Magic Eden and NFT Issuer or their licensors grant only those rights and licenses expressly provided for herein and do not thereby transfer any title or ownership interest to Magic Eden and NFT Issuer's Property or any modifications, enhancements, or derivative works thereof. The User shall not interfere with or otherwise challenge Magic Eden or NFT Issuer or their licensors' rights in Magic Eden and NFT Issuer's Property or remove or alter, or cause or allow to be removed or altered, any notice, symbol, or legend or any trademark, copyright notice, or other proprietary rights appearing in or on any of Magic Eden and NFT Issuer's Property. The User hereby assigns to Magic Eden and NFT Issuer or their licensors all rights it may have in all suggestions, concepts, improvements, or other enhancements communicated by the User to Magic Eden and NFT Issuer with respect to the Magic Eden Platform, NFTs, and the NFT Sale.
- 13.3 These Terms do not grant the User any intellectual property rights to use any of the content, images, user interfaces, logos, trademarks, trade names, Internet domain names, or copyrights associated with the NFT Issuer, Magic Eden, the NFT Sale, the NFTs, the Magic Eden Platform, or your purchase of NFTs. All Intellectual Property Rights are reserved by Magic Eden, NFT Issuer, or their respective licensors.

13.4 All rights not expressly granted to you are retained by Magic Eden or NFT Issuer.

14. Taxes

14.1 You acknowledge that you are solely responsible for any applicable taxes with respect to your purchases. The NFT Issuer does not and at no point shall provide any tax advice concerning your purchase of the NFTs, and transfer of the Purchase Price to the Receiving Address. It is your responsibility to report, pay and remit the taxes, as applicable, to the appropriate tax authorities in the relevant jurisdiction(s).

14.2 To the extent permitted by law, you agree not to hold the NFT Issuer or any of its employees, officers, founders, directors, or contractors, liable for any tax liability associated with or arising from the purchasing of the NFTs or any other action or transaction related to the purchasing of the NFTs.

14.3 Notwithstanding Section 14.2 above, if as any value added, sales, use, withholding or other taxes, duties or levy apply to the purchasing of the NFTs or transfer of the Purchase Price, the NFT Issuer or Magic Eden shall be entitled to charge you any such taxes, including by way of deducting and withholding from any Approved Cryptoassets payment such amount as may be required in the NFT Issuer or Magic Eden's sole discretion in order to pay any such taxes. You agree to indemnify NFT Issuer or Magic Eden and hold them harmless in connection with any such taxes, duties or levies upon NFT Issuer or Magic Eden's first demand.

15. Notices

15.1 Any form of written notice or communication required by these Terms is considered effectively served, given, or made to a Party when:

15.1.1 It is delivered to the specified address of that Party or sent by prepaid airmail, first-class, or registered mail to that Party's address, at which point it will be regarded as received upon delivery; or

15.1.2 It is sent via email and considered to be received at the moment it is transmitted in a readable format.

15.2 Should hand delivery take place after 5:30 p.m. on a working day or on a non-working day, it is deemed to be received at 9:00 a.m. on the subsequent working day.

15.3 The contact information for the NFT Issuer, for the purpose of these Terms is as follows:

support@delistor.xyz

- 15.4 Your contact information, for the purpose of these Terms, will be the details you provide to the NFT Issuer in writing.

16. Governing Law and Jurisdiction

16.1.1 These Terms and any matters relating hereto shall be governed by, and construed in accordance with, the laws of Saint Vincent and the Grenadines, without regard to its conflicts of law rules.

16.1.2 Each party irrevocably agrees that the courts of Saint Vincent and the Grenadines shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning these Terms and any matter arising thereof.

17. Miscellaneous

17.1 Except as provided herein, only you and no other individual or entity shall possess the entitlement to assert any claim against the NFT Issuer concerning your purchase of the NFTs.

17.2 You are prohibited from assigning, trading, or transferring, or making any attempt to assign, trade, or transfer, your entitlement to any such claim. Any such assignment or transfer shall not impose any obligation or liability upon the NFT Issuer.

17.3 If any provision of these Terms is found to be illegal or unenforceable, in whole or in part, such provision shall be ineffective without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

17.4 The Parties shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.

17.5 The failure of the NFT Issuer to enforce any provision of these Terms or to exercise any right, claim, or cause of action against you shall not constitute a waiver of such provision or right, nor shall it impair the NFT Issuer's ability to assert any right, claim, or cause of action against you in the future.

17.6 These Terms constitute the entire understanding and agreement between you and the NFT Issuer regarding the purchase of the NFTs and supersedes any prior agreement, understanding, or arrangement between you and the NFT Issuer.