

HRO App Terms of Use

Version February 2025

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU DOWNLOAD OR USE THE HRO APP (IN EITHER ITS DESKTOP OR MOBILE VERSION) AND/OR ACCESS THE HRO APP AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING WITHOUT LIMITATION, WAIVERS OF RIGHTS, LIMITATIONS OF LIABILITY, AND YOUR INDEMNITY TO US. THESE TERMS OF USE ALSO REQUIRE THAT YOU USE ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURTS, JURY TRIALS, OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Acceptance of the HRO App Terms of Use

These Terms of Use are entered into by and between you and Kolerx, Inc. (“Kolerx,” “we” and “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use” and “Agreement”), govern your access to and use of the HRO App (“HRO App”), including any content, functionality, and services offered on or through the HRO App, whether such access and use is made through the web application (<https://app.hro.gg/>) or by downloading the mobile application.

By using the HRO App, you accept and agree to be bound and abide by these Terms of Use, the Kolerx Terms and Conditions (available at <https://kolerx.gg/terms-and-conditions>) and our Privacy Policy (available at <https://kolerx.gg/privacy-policy>) and incorporated herein by reference. If you do not agree with these Terms of Use, Kolerx Terms and Conditions or the Privacy Policy, you must not access or use the HRO App.

The HRO App is offered and available to users who are 18 years of age or the age of majority in their jurisdiction of residence, whichever is older. By using the HRO App, you represent and warrant that you are (i) at least 18 years of age (or the age of majority in your jurisdiction of residence); (ii) otherwise legally competent to enter into this Agreement; (iii) not subject to sanctions or designated on any list of prohibited or restricted parties, including but not limited to lists maintained by the United Nations Security Council, the U.S. Government (including without limitation, the U.S. Dept. of Treasury’s Specially Designated National List or Foreign Sanctions Evaders List or the U.S. Dept. of Commerce’s Entity List), the European Union or its Member States, or other applicable government authority; and (iv) are not located in any country or jurisdiction (a) to which the United States has embargoed goods or has otherwise applied any sanctions or (b) in which the ownership of nonfungible tokens is prohibited. If we identify your IP address or address of residence as originating from any such prohibited or restricted country or if we have reason to believe that you are listed on any government list of prohibited or restricted parties, you will be prohibited from using the HRO App.

If you are less than 18 years old (or the age of majority in your jurisdiction of residence) or are otherwise not legally competent to enter into this Agreement, you must not access or use the HRO App, regardless of any consent from your parent or guardian. We do not knowingly collect information from or direct any of our content specifically to children under the age of 18. If we learn or have reason to suspect that you are a user who is under the age of 18, we will unfortunately have to close your HRO Account (defined below). Other countries may have different minimum age limits, and if you are below the minimum age for providing consent for data collection in your country, you may not use the HRO App.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. If we make material modifications to these Terms of Use, we will attempt to notify you, such as by email or by posting a notice on the HRO App (e.g., in-app notification). Unless we state otherwise, if you continue to use the HRO App after such notification, these Terms of Use as modified will apply to you. If you do not agree with any modification to these Terms of Use, your sole and exclusive remedy will be to discontinue use of the HRO App.

Interpretation and Certain Definitions

As used in these Terms of Use:

- The words “include,” “includes,” and “including” are not limiting and are deemed to be followed by the words “without limitation”; the word “or” is not exclusive; words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and words denoting any gender include all genders.

- **"Content"** means, collectively, all content, information, and material made available by Kolex or our Suppliers (defined below) on or through the HRO App, including text, photos, images, graphics, designs, artwork, emojis, avatars, characters (whether or not animated), animations, music, audios, videos, games, and software applications, whether or not downloadable, as well as all layout design and look and feel elements of the HRO App. For the avoidance of doubt, all NFT Media and Virtual Goods (defined below) are and shall be deemed to be part of the Content. However, Content does not include User Material (defined below).
- **"NFT"** means any non-fungible, unique, one-of-a-kind cryptographic asset that cannot be copied, substituted, or subdivided; is created, stored, and transferred on a blockchain network, with ownership and transaction history recorded and verified on that network's blockchain (i.e., digital ledger); and that provides the right to view and display a specific online digital media file.
- **"HRO NFT"** means an NFT released by Kolex or its Suppliers. For clarity, all HRO NFTs are Virtual Goods (defined below).
- **"NFT Media"** means any digital media file associated with and/or connected to an HRO NFT. By way of example only, NFT Media may include artwork, designs (including 2-D and 3-D), graphics, music, photographs, sound-recordings, or videos.
- **"Suppliers"** means all of the following: (i) third parties that have licensed their intellectual property or other proprietary rights to Kolex for use in connection with the HRO App; (ii) our business partners; (iii) third parties that provide software, data, or other information technology products, services, or support to Kolex in connection with the operation of the HRO App; and (iv) third parties that provide payment services in connection with the operation of the HRO App. For clarity, our Suppliers include Warner Bros. Consumer Products Inc. ("**Warner Bros**").
- **"User Material"** means content, information, or material that you or other users originate and make available to others on or through the HRO App, but excluding: (i) content, information or material that belongs to Kolex or our Suppliers; and (ii) personal information that you provide to us (such personal information is governed by our Privacy Policy).
- **"Virtual Goods"** means digital virtual goods made available by Kolex or our Suppliers on or through the HRO App. Virtual Goods include HRO NFTs.
- A **"Wallet"** means a digital wallet provided and maintained by a third-party wallet operator (e.g., Metamask), which allows the holder or authorized user of the Wallet to send, receive, and store cryptocurrencies and other blockchain-based assets such as NFTs.

Additional Terms

To the extent Kolex and/or our Suppliers adopt and publish additional terms, rules, or policies for the HRO App, , any services offered through the HRO App ("**Services**"), or any Content (including NFT Media and Virtual Goods), you accept and agree to be bound by such additional terms, rules, and policies, as applicable to your use of the HRO App, , Services, or Content, in addition to these Terms of Use.

- **HRO NFTs**: Each HRO NFT is subject to separate NFT License Terms in addition to these Terms of Use. The NFT License Terms applicable to a particular HRO NFT may differ from the NFT License Terms applicable to other HRO NFTs, including, for example, where the HRO NFTs include licensed Content from different Suppliers. The Warner Bros. – HRO NFT License Terms are available at <https://hro.gg/consumer-nft-license>. In the event of a conflict between any of the provisions contained in these Terms of Use, a Supplier's applicable terms of use, or the NFT License Terms for a particular HRO NFT, the following shall control in this order and solely to the extent of the conflict: (i) the HRO NFT License Terms ; (ii) these Terms of Use; and (iii) a Supplier's terms of use.
- **Other Virtual Goods**: From time to time, Kolex and/or our Suppliers may adopt additional terms, rules, or policies for specific Virtual Goods. In the event of a conflict between these Terms of Use and any additional terms, rules or policies applicable to specific Virtual Goods, such additional terms, rules or policies will control solely to the extent of the conflict and solely in connection with the applicable Virtual Goods.

Account Registration

By creating and registering an account on the HRO App (“**HRO Account**”), you represent and warrant that all HRO Account information you submit is your own information and is truthful and accurate. You understand and agree that we may immediately suspend or terminate your HRO Account if we have any reason to believe that you have misrepresented or provided false account information to us. It is your responsibility to keep your HRO Account and the information associated with it accurate and current. As the HRO Account holder, you are responsible for safeguarding your HRO Account login credentials (including any username, password, and/or multi-factor authentication), and you should notify us immediately in the event your HRO Account credentials are lost, stolen, or used by another without your permission. You are responsible for all activities on your HRO Account, including those of any other user you allow to access your HRO Account. You shall not (i) sell, transfer or assign your HRO Account to another person; or (ii) use your HRO Account or any HRO Account username or credentials to impersonate another person or disseminate offensive content. Any misconduct by you or any other user to whom you provide access to your HRO Account may result in immediate suspension or termination of your HRO Account in our sole discretion.

Consent to Electronic Communications

By creating and registering an HRO Account, you consent to receiving electronic communications from us that are related to your use of the HRO App. These electronic communications may include emails, in-app notifications, and notifications posted to your HRO Account. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via email or in-app notifications satisfy any legal requirement that the same be in writing.

Third-Party App Store Providers

Third-party app store providers, including Apple, Inc. and Google LLC together with their affiliates (each, an “**App Store Provider**”), are third-party beneficiaries to these Terms of Use. Upon your acceptance of these Terms of Use, the applicable App Store Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary hereof.

When accessing the HRO App on a mobile device (Apple iOS or Android), you acknowledge and agree as follows:

- You are accessing the HRO App on a mobile device owned or controlled by you and as permitted by, and subject to, the usage rules and other terms and policies of the applicable App Store Provider with which you must also comply;
- These Terms of Use are solely between you and Kolerx. The applicable App Store Provider is not a party to these Terms of Use, nor is the applicable App Store Provider responsible for the functionality of the HRO App and Content (including NFT Media and Virtual Goods);
- The applicable App Store Provider has no obligation whatsoever to provide maintenance or support with respect to the HRO App and, to the maximum extent permitted by applicable law, the applicable App Store Provider has no warranty obligation whatsoever with respect to the HRO App;
- Kolerx, not the applicable App Store Provider, is responsible for addressing any claims by users or third parties relating to the HRO App, including product liability claims, claims that the HRO App fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection, privacy, or similar legislation, and claims that the HRO App (or use thereof) infringes any third party’s intellectual property rights.

Mobile Service Charges

If you use the HRO App on a mobile device, or if you send or receive electronic communications to or from us on a mobile device, your wireless carrier may impose data or other charges, and you understand and agree that you will be solely responsible for any and all such charges from your wireless carrier.

Compliance With Export Control Laws

You are responsible for complying with all applicable export, sanctions and trade regulations and laws both foreign and domestic. You agree not to export, re-export, or transfer, directly or indirectly, the HRO App, or any U.S. technical data acquired from the HRO App or any products utilizing such data, in violation of the U.S. export laws or regulations.

Reservation of Rights

We reserve the right to modify or discontinue any or all of the HRO App or any Content (including NFT Media and Virtual Goods) at any time in our sole discretion, with or without notice. We will not be liable to you or to any other user, if for any reason any or all of the HRO App or any Content (including NFT Media or Virtual Goods) becomes unavailable at any time or in any location. If you create an HRO Account, we reserve the right to suspend or terminate your HRO Account, if we determine, in our sole discretion and judgment, that you are in violation of these Terms of Use or any applicable law, or that your use of the HRO App may expose Kolerx, any of our affiliates or our Suppliers to liability of any kind or may adversely affect our brand or reputation or the brand or reputation of our affiliates or Suppliers.

Kolerx and its Suppliers reserve the right to (i) “burn” (i.e., to obtain and to destroy or otherwise neutralize) any HRO NFT or (ii) disassociate the NFT Media from any HRO NFT created, minted, or acquired using the HRO App that violates these Terms of Use, violates any applicable law or regulation, or that Kolerx, in its sole discretion, determines to be harmful in any way to Kolerx, you, or any third party.

Virtual Goods

Except as expressly provided otherwise in the applicable HRO NFT License Terms, all Virtual Goods and NFT Media (including all associated intellectual property, and proprietary rights) will remain the property of Kolerx or our Suppliers (as applicable), and you have no ownership or other property right or interest in any NFT Media or Virtual Goods, regardless of how you obtain access to the NFT Media or Virtual Goods.

The HRO App are provided as a service focused on the presentation, trading, and transfer of digital collectibles. Kolerx and our Suppliers, and Cartamundi Services NV make no representations or warranties that any Virtual Goods on the HRO App have any monetary value or that they can be redeemed or exchanged for any type of “real world” money (for example, United States dollars or other government-issued currency).

There is no refund or return for the purchase of any Virtual Goods, unless expressly authorized by Kolerx or our Suppliers or by an applicable App Store Provider.

User Interactions

You must adhere to the following guidelines when interacting with other HRO App users (including via any text or audio chat functions that may be available on the HRO App):

- Treat others with courtesy and respect.
- Do not use foul language, profanity, obscenity, or make threatening, harassing, or discriminatory remarks toward others.
- Bullying, trolling, spamming, phishing, impersonation, and other abusive behaviors are strictly prohibited.

If you violate the foregoing guidelines, we may immediately suspend or terminate your HRO Account in our sole discretion.

Use of In-App Chat Functions and Social Media Features

By using any text or audio chat functions that may be available on the HRO App to communicate with other HRO App users, you acknowledge and agree that Kolerx and our Suppliers reserve the rights (i) to monitor and moderate user communications and remove any communications that Kolerx or our Suppliers may deem (in our or their sole discretion) to be offensive, inappropriate, or otherwise violative of these Terms of Use and (ii) to record, log, and retain copies of user communications for compliance, product improvement, data research, and archival purposes subject to the terms of our Privacy Policy.

Please exercise utmost discretion and caution if you choose to reveal personal information that identifies you or another person in text or audio communications with other HRO App users. Personal information revealed by you may be used by others in a way that is offensive or harmful to you or another person, or in a way that violates your or another person’s rights. If you choose to reveal personal information to another user, you do so of your own volition and at your own risk, and you acknowledge and agree that Kolerx and our Suppliers will not be responsible or liable for other users’ use or misuse of information revealed by you, and you waive any and all claims against Kolerx and our Suppliers based upon or by reason of other users’ use or misuse of information revealed by you.

The HRO App may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain Content on the HRO App.
- Send e-mails or other communications with certain Content, or links to certain Content, on the HRO App.
- Cause limited portions of Content on the HRO App to be displayed or appear to be displayed on your own website or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the Content with which they are displayed. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the HRO App or portions thereof to be displayed, or appear to be displayed, by framing, deep linking or in-line linking on any other site.
- Link to any part of the HRO App other than the homepage.
- Otherwise take any action with respect to the HRO App or its Content that is inconsistent with any other provision of these Terms of Use or applicable law.

You agree to cooperate with us in effectuating the immediate cessation of any unauthorized framing, deep linking, or in-line linking of the HRO App. We reserve the right to withdraw linking permission and may disable all or any social media features and any links at any time without notice in our sole discretion.

User Material

Certain features of the HRO App may provide users with the ability to upload, post, display, transmit, or distribute User Material. By using such features, you acknowledge and agree as follows:

- You warrant that your User Material does not violate the rights of any third party.
- We reserve the right to retain copies of your User Material for internal backup/archival purposes, or as may be required by applicable law.
- We are not responsible or liable for others' retention, use or misuse of any User Material that you have made available to others on or through the HRO App.
- You are solely responsible for backing up your User Material, and we are not responsible for any loss or corruption of your User Material.
- We reserve the right to remove, block, or disable access to your User Material, if it is determined by us, in our sole discretion, that your User Material violates these Terms of Use or any applicable law, may expose Kolerx or any of our Suppliers to liability of any kind, or may adversely affect the reputation or goodwill of Kolerx or any of our Suppliers.
- All User Material is subject to our Copyright Infringement Policy as set out below.

Copyright Infringement Policy

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on the HRO App infringe your copyright, you may request removal of those materials by submitting written notification to our copyright agent designated below. In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the HRO App, a representative list of such works.

- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all the requirements of Section 512(c)(3) of the DMCA, your DMCA notice may not be effective.

Our designated copyright agent to receive DMCA notices is:

support@kolex.gg

Please be aware that if you knowingly misrepresent that material or activity on the HRO App is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Third-Party Content and Links from the HRO App

The HRO App includes content provided by third parties, including materials provided by our licensor Suppliers. All statements and opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Kolex, are solely the opinions and the responsibility of the person or entity providing those materials. Third-party materials do not necessarily reflect the opinion of Kolex or its Suppliers. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

The HRO App may contain links to third-party websites and applications or you may be directed to a Supplier's website for completion of a transaction (collectively, "**Third-Party Services**"). When you connect to a Third-Party Service, we are not obligated to warn you that you have left the HRO App. Such Third-Party Services are not under our, our affiliates, or our Suppliers' control, and we disclaim all representations, warranties and responsibility for such Third-Party Services. When you leave the HRO App, you will be subject to the agreements and policies, including privacy and data gathering practices, of the applicable Third-Party Service.

Intellectual Property

- **Kolex Intellectual Property**: Other than intellectual property licensed from or provided by our Suppliers, all of the HRO App and Content (including NFT Media and Virtual Goods), as well as all copyrights, trademark rights, trade dress rights, patent rights, and other intellectual property and proprietary rights therein and thereto, are the property of Kolex and/or our affiliates or Suppliers, and are protected by intellectual property and other laws in the United States and other countries. Any unauthorized use of our trademarks, copyrights, or other intellectual property rights is strictly prohibited and may give rise to civil or criminal liabilities.

Subject to your compliance with these Terms of Use and applicable laws, we grant you a non-exclusive, non-transferable, revocable, conditional, and limited license to access and use the HRO App, and Content (including NFT Media and Virtual Goods) for your own lawful personal and noncommercial use only. This license is personal to you, is not transferable or sublicensable to others, and may be revoked and terminated by us at any time and for any reason (including if you violate these Terms of Use or any applicable law). Any unauthorized use, copying, reproduction or distribution of the HRO App or Content (including NFT Media and Virtual Goods) is strictly prohibited and may result in civil or criminal liabilities. We reserve all rights not expressly granted herein or in the applicable NFT License Terms.

Without limiting the foregoing, if you download, unlock, receive, purchase, or otherwise acquire any Content (including any NFT Media or Virtual Goods) from the HRO App, you acknowledge and agree that you are only authorized to retain and use such Content for your own lawful personal and noncommercial use only. Unless expressly permitted by Kolex or our affiliates (including, for example, in the applicable NFT License Terms), you must not sell, offer to sell, distribute, transfer, license, transmit, or otherwise disseminate such Content (including any NFT Media or Virtual Goods) or any duplicate or derivative work thereof, to others.

Without limiting the foregoing, and unless expressly permitted by Cartamundi Services NV in the applicable NFT License Terms, you and any third-party transferee of the HRO NFT (“**NFT Holder**”) shall have the right to view and display the NFT Media for lawful personal and noncommercial use only. Unless expressly permitted by Cartamundi Services NV in the applicable NFT License Terms, you and any NFT Holder do not have the right to (i) modify the NFT Media in any way; (ii) use the NFT Media to advertise, market, or sell any third party product or service; (iii) use the NFT Media in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the NFT Media in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms of Use or solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the NFT Media; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the NFT Media; (vii) create derivative works based on the NFT Media, or (viii) otherwise utilize the NFT Media for your or any third party’s commercial benefit.

- **Our Suppliers’ and Cartamundi Services NV Intellectual Property:** Intellectual property licensed from or otherwise made available by our Suppliers or Cartamundi Services NV remains the property of our Suppliers or Cartamundi Services NV including, for example, music, sound-recordings, videos, artwork, graphics, designs (including 2-D and 3-D), photographs, names, likenesses, trademarks, taglines, trade dress, logos and other brand identifications of our licensor Suppliers, of our business partner Suppliers, and of third-party sponsors and advertisers. Any unauthorized use of our Supplier’s or Cartamundi Services NV or its affiliates trademarks, copyrights, or other intellectual property rights is strictly prohibited and may give rise to civil or criminal liabilities. Unless expressly otherwise permitted by the applicable Supplier or Cartamundi Services NV (including, for example, in the applicable NFT License Terms), you must not sell, offer to sell, distribute, transfer, license, transmit, or otherwise disseminate any of our Suppliers’ or Cartamundi Services NV’s intellectual property or any duplicate or derivative work thereof, to others.

Transferring NFTs

Any HRO NFT that you obtain via the HRO App, by Initial Direct Sale, Auction Sale, or Secondary Transfer, is freely transferable to any third party at your sole discretion and, unless otherwise provided for in the applicable NFT License Terms, you shall have all rights necessary to effectuate such transfers both within and outside of the Hro App. Any such transfer to a third party shall be at your own risk and expense, and Kalex and its Suppliers and Cartamundi Services NV shall have no liability to you for such transfers.

HRO NFTs obtained and used on the Hro App will be held in wallets hosted by Kalex. Kalex shall have sole responsibility for any issues related to the custody and transfer of HRO NFTs on the Hro App. Cartamundi Services NV has no control over the wallets used on the Hro App and shall in no event be liable to you or any third party for any claims or damages that may arise as a result of the custody or transfer of any HRO NFT that occurs on the Hro App.

You will also have the ability to export your HRO NFT from the Hro App to an acceptable Wallet on the Ethereum blockchain. Acceptable wallets are subject to change at any time in Kalex’s sole discretion. By using a Wallet to transfer an HRO NFT off the Hro App, you represent and warrant that (i) you are the lawful holder or an authorized user of such Wallet; (ii) you are in compliance with all of the terms, rules, and policies of the third-party Wallet operator in connection with your use of such Wallet; and (iii) any such transfer shall be at your own risk and expense. Transactions that take place outside of the Hro App are managed and confirmed via the Ethereum blockchain and are not managed by Kalex nor Cartamundi Services NV. Neither Kalex nor Cartamundi Services NV owns or controls MetaMask, any web browsers, the Ethereum Network, or any other third-party site, product, or service that you may access to engage with the HRO App, and neither Kalex nor Cartamundi Services NV is responsible for the operation of any such third-party application, site, product, or service. The operation and security of your Wallet is entirely the responsibility of the applicable third-party Wallet operator (e.g., Metamask). YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT KALEX, AND ITS SUPPLIERS, AND CARTAMUNDI SERVICES NV SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY DEFECT, ERROR, MALFUNCTION, FAILURE, OR BREACH OF SECURITY OF YOUR WALLET, NOR FOR ANY CLAIMS, DAMAGES, OR LOSSES (INCLUDING ANY LOSS OF NFT, CRYPTOCURRENCY, OR OTHER DIGITAL ASSETS) THAT MAY ARISE OR THAT YOU MAY INCUR AS A RESULT OF ANY SUCH TRANSFER IN WHICH YOU ENGAGE OUTSIDE OF THE HRO APP.

HRO NFTs transferred outside of the Hro App may be subject to additional fees, including blockchain transaction fees (“**Gas Fees**”), and such additional fees or Gas Fees may be substantially higher than the Transaction Fees charged within the Marketplace. Any

additional fees or Gas Fees shall be your sole responsibility and are outside the control of Kolex and its Suppliers, and Cartamundi Services NV.

Limitations of Liability

We and Cartamundi Services NV have no control over, accept no responsibility or liability, and will not act as an intermediary for any transfer or exchange of physical goods, including any physical trading card associated with an HRO NFT, that occurs between you and any third party pursuant to a Secondary Transfer on the Hro App. We reserve the right to suspend access to any NFT if we determine in our sole discretion that such NFT or your receipt, ownership, use or disposition thereof may be in violation of any applicable law, these Terms of Use, or applicable NFT License Terms. An NFT you acquire (through purchase or otherwise) may become inaccessible or unviewable, and under no circumstances will your inability to access or view an NFT serve as grounds for a claim against Kolex, any of our Suppliers, and Cartamundi Services NV.

Royalties

Any HRO NFT may now or in the future be designed with a “perpetual royalty” feature, using Ethereum Network functionality or other functionality unique to the Hro App, whereby any time the HRO NFT is transferred by you to a third party, or from a third party to another third party, a defined percentage of the Transaction Price paid by the transferee may be automatically sent to Kolex or our Suppliers, or Cartamundi Services NV in the form of a designated cryptocurrency (“**Royalty Payment**”). Any such Royalty Payment made to Kolex or our Suppliers, or Cartamundi Services NV is based on the ownership interest in and to the copyright in the NFT Media.

Assumption of Risks

Collectible blockchain-based assets such as the HRO NFTs have no inherent or intrinsic value and their prices can be extremely volatile, unpredictable, and subjective. KOLEX AND OUR SUPPLIERS AND CARTAMUNDI SERVICES NV MAKE NO REPRESENTATIONS OR WARRANTIES THAT ANY HRO NFT (i) HAS ANY MONETARY VALUE OR WILL INCREASE (OR DECREASE) IN VALUE OVER TIME, (ii) WILL MAINTAIN ANY VALUE, OR (iii) CAN BE SOLD, RESOLD, TRADED, LIQUIDATED OR EXCHANGED FOR ANY TYPE OF "REAL WORLD" MONEY OR ASSET (FOR EXAMPLE, UNITED STATES DOLLARS OR OTHER GOVERNMENT-ISSUED CURRENCY). Neither Kolex nor any of our Suppliers or Cartamundi Services NV determines or controls the selling or trading price of any NFT on the secondary market; such price is set and controlled solely by the then-current owner of that HRO NFT. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT YOU ASSUME ANY AND ALL RISKS OF LOSS OF MONEY AND LOSS OF VALUE ASSOCIATED WITH ALL HRO NFTS YOU HAVE HOSTED ON THE HRO APP.

There are risks associated with Internet-based digital assets, which include, but are 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 UNDERSTAND, ACKNOWLEDGE AND AGREE THAT KOLEX AND OUR SUPPLIERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS YOU MAY EXPERIENCE WHEN USING THE HRO APP, HOWEVER CAUSED.

All NFT transactions (purchase, sale, trading, transfer, etc.) are dependent upon the applicable third-party blockchain network (e.g., Ethereum). Smart contracts and third-party blockchain network technologies are still in an early development stage and unproven. Changes and updates to the applicable third-party blockchain network, a hard fork in the applicable third-party blockchain network, or a change in how transactions are confirmed on the applicable third-party blockchain network, may materially adversely affect the HRO App and the potential value or utility of HRO NFTs.

You understand, acknowledge, and agree that hacks, cyber-attacks, distributed denials of service or errors, double-spent attacks, flash-loan attacks, vulnerabilities, defects or flaws in the applicable third-party blockchain network, or other events that are beyond our control may lead to partial or complete theft or loss of NFTs.

The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and NFTs is uncertain and evolving, and new regulations or policies may materially adversely affect the HRO App and the potential value or utility of HRO NFTs.

AN NFT IS NOT A CURRENCY, SUBSTITUTE FOR CURRENCY, INVESTMENT, SECURITY, SHARE OF STOCK OR EQUITY INTEREST, DEBT OR LOAN, NOR A DERIVATIVE INSTRUMENT OF ANY OF THE FOREGOING. Nothing in the HRO App or otherwise communicated or provided by Kolex or any of our Suppliers or Cartamundi Services NV constitutes a prospectus or offering document or is an offer to sell or solicitation of an offer to purchase an investment, security, share of stock or equity interest.

Prohibited Activities

You must not:

- use the HRO App or Content (including NFT Media and Virtual Goods) other than for your own lawful personal and noncommercial use only;
- use the HRO App or Content (including NFT Media and Virtual Goods) for fraudulent, impersonation, harassment, bullying, or other malicious or unlawful purposes;
- use the HRO App to upload, post, display, transmit or distribute User Material (i) that is unlawful, threatening, hateful, discriminatory, abusive, pornographic, obscene, defamatory, fraudulent, or otherwise objectionable or offensive; (ii) that contains virus, spyware, malware, or other harmful code or material; or (iii) that you do not have a legal right or valid authorization to disseminate;
- use the HRO App or Content (including NFT Media and Virtual Goods) to harm or exploit a minor;
- disrupt or interfere in any way with the operation of the HRO App or any server, network or system associated therewith, or another's use of the HRO App;
- modify or otherwise make derivative works from, or decompile, disassemble or otherwise reverse engineer, any software or other technology component of the HRO App or Content (including NFT Media and Virtual Goods);
- disable, remove, breach, or circumvent any content protection or access control mechanisms (including geo-blocking mechanisms) associated with the HRO App or any Content (including NFT Media and Virtual Goods);
- access another user's Account or a password-protected area on the HRO App without proper authorization;
- use any robot, spider, or other automatic device, process, or means to access the HRO App or Content (including NFT Media and Virtual Goods) for any purpose, including for monitoring or mining of data from the HRO App;
- use the HRO App or Content (including NFT Media and Virtual Goods) in any way that infringes upon, violates, or misappropriates the intellectual property or other proprietary rights of Kalex, any of our Suppliers, or any third party;
- use a Wallet that you neither own nor have authorization to use;
- use a Wallet in violation of any applicable law or any of the terms, rules, or policies of the applicable third-party Wallet operator;
- sell or attempt to sell any NFT that is fake or forgery, or that infringes upon or violates any intellectual property or other proprietary rights of Kalex, any of our Suppliers, or any third party, or that violates any applicable law;
- use the HRO App to carry out (i) any illegal activities, including money laundering, terrorist financing, frauds, scams, deceptive trading, activities designed to disrupt the operation of the HRO App or another's access and use of the HRO App; or (ii) for the purpose of carrying out any financial activities subject to registration or licensing;
- engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or other fraudulent, deceptive, or manipulative trading or marketing activities, including:
 - trading an HRO NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such HRO NFT, or unfairly or deceptively influencing the market price of an HRO NFT;
 - for the purpose of creating or inducing a false or misleading appearance of activity in an HRO NFT or creating or inducing a false or misleading appearance with respect to the market for an HRO NFT: (i) executing or causing the execution of any transaction in an HRO NFT which involves no material change in the beneficial ownership thereof; or (ii) entering any Order for the purchase of an HRO NFT with the knowledge that an

Order of substantially the same size, and at substantially the same price, for the purchase of such HRO NFT, has been or will be entered by or for the same or different parties; or

- participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of an HRO NFT.
- use the HRO App or Content (including NFT Media and Virtual Goods) for any purpose that violates these Terms of Use or any applicable law.

No Warranties; Limitation of Liability

THE HRO APP AND ALL CONTENT (INCLUDING ALL HRO NFTS AND OTHER VIRTUAL GOODS) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HRO APP AND ALL CONTENT (INCLUDING NFT MEDIA AND VIRTUAL GOODS), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, WE AND OUR AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT: (i) THE HRO APP, AND ALL CONTENT (INCLUDING NFT MEDIA AND VIRTUAL GOODS) WILL BE ERROR-FREE, ACCURATE OR UP TO DATE, OR WILL BE UNINTERRUPTED, OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (ii) ANY DEFECT OR ERROR ON THE HRO APP OR IN ANY CONTENT (INCLUDING NFT MEDIA AND VIRTUAL GOODS) WILL BE CORRECTED; OR (iii) THE HRO APP AND ALL CONTENT (INCLUDING NFT MEDIA AND VIRTUAL GOODS) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL KOLEX OR OUR SUPPLIERS BE LIABLE TO YOU, WHETHER UNDER A THEORY OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, OR LOSS OF DATA OR INFORMATION OF ANY KIND) ARISING OUT OF OR RELATED TO THE HRO APP OR ANY CONTENT (INCLUDING NFT MEDIA AND VIRTUAL GOODS) OR YOUR USE THEREOF, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF KOLEX, ANY OF OUR SUPPLIERS, OR CARTAMUNDI SERVICES NV AND ANY PERSON ASSOCIATED WITH ANY OF THEM, TO YOU (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT OF US \$25.

WITHOUT LIMITING ANY OF THE FOREGOING, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT KOLEX, AND OUR SUPPLIERS OR CATAMUNDI SERVICES NV WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES OR CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF (OR YOUR INABILITY TO USE) THE HRO APP, OR YOUR PURCHASE, RECEIPT, USE, SALE, TRADING, TRANSFER OR OTHER DISPOSITION OF ANY HRO NFT, OR YOUR INABILITY TO PURCHASE, RECEIVE, USE, SELL, TRADE, TRANSFER OR OTHERWISE DISPOSE OF ANY HRO NFT, INCLUDING FROM ANY OF THE FOLLOWING:

- USER ERROR, SUCH AS, FORGOTTEN PASSWORDS, OR INCORRECTLY CONSTRUCTED SMART CONTRACTS OR TRANSACTIONS;
- INTERNET CONNECTION ISSUES, SERVER ISSUES, HARDWARE OR SOFTWARE ISSUES, OR CORRUPTION OR LOSS OF DATA;
- ANY ISSUE WITH THE APPLICABLE THIRD-PARTY BLOCKCHAIN NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUE RESULTING IN ASSET OR FUND LOSSES, AND INCLUDING ANY DELAYED REPORT OR FAILURE TO REPORT ANY SUCH ISSUES BY THIRD-PARTY DEVELOPERS OR REPRESENTATIVES;
- ANY ISSUE WITH A WALLET YOU USE, INCLUDING, WITHOUT LIMITATION, WALLET ERROR, MALFUNCTION OR FAILURE, OR CORRUPTED WALLET FILES; OR
- UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE HRO APP OR AGAINST THE APPLICABLE THIRD-PARTY BLOCKCHAIN NETWORK, OR AGAINST A WALLET.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE DISCLAIMERS OR LIMITATIONS OF LIABILITY TO APPLY TO YOU, THE DISCLAIMERS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Release and Indemnity

You agree to release, defend, indemnify and hold harmless (to the fullest extent permitted by applicable law) Kalex and our Suppliers, and Cartamundi Services NV including our and their successors and assigns, from any and all claims, actions, causes of action, liabilities, damages, losses, investigations, judgements, fines, penalties, settlements, interest, costs and expenses (including, without limitation, attorneys' fees and expenses related to bodily injury and emotional distress) arising out of or related to: (i) your use or misuse of the HRO App, HRO NFTs or any Content (including any NFT Media or Virtual Goods); (ii) your violation of these Terms of Use, any applicable NFT License Terms, or any applicable law; (iii) your User Material; or (iv) your violation of any third party's rights.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH SECTION STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Governing Law and International Use

All matters relating to the HRO App, and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). The United Nations Convention on Contracts for the International Sale of Goods, if applicable, shall not apply to these Terms of Use.

We make no claims that the HRO App, or any of its Content is accessible or appropriate outside of the United States. Access to the HRO App may not be legal by certain persons or in certain countries. If you access the HRO App from outside the United States, you do so on your own initiative and risk, and you are responsible for complying with any and all applicable local laws and regulations.

Dispute Resolution and Binding Arbitration

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND KALEX AND OUR SUPPLIERS, AND CARTAMUNDI SERVICES NV, INCLUDING OUR AND THEIR SUCCESSORS AND ASSIGNS, ARISING FROM OR RELATING IN ANY WAY TO THE HRO APP, AND CONTENT (INCLUDING ANY NFT MEDIA OR VIRTUAL GOODS) WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. (The AAA Rules are available at adr.org or by calling the AAA at +1-800-778-7879.) The United States Federal Arbitration Act will govern the interpretation and enforcement of this Section. The arbitration will be held in Santa Monica, California. If the dispute has a claimed value of not more than US \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than 15 years' experience as a practicing member of the bar in the substantive practice area related to the dispute. If the dispute has a claimed value of more than \$250,000, or if Kalex elects in its sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel. Each party will select one member and the third member (who will be chair of the panel) will be selected by the two party appointed members or by the AAA. The arbitrator or panel will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator or panel will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator or panel will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

You agree to an arbitration on an individual basis. In any dispute, YOU WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS OR ENTITIES IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A

CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's or entity's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

The foregoing provisions of this Section will not apply to any legal action taken by Koler to seek an injunction or other equitable relief in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to its intellectual property rights, its products, or its services. You agree that such claims may be brought in the state or federal courts located in New York County, in New York State and you waive any objection to jurisdiction and venue in such courts.

ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE HRO APP OR ANY CONTENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES; OTHERWISE, SUCH CLAIM IS PERMANENTLY BARRED.

Miscellaneous

These Terms of Use, together with any applicable NFT License Terms, our Privacy Policy, and all other applicable terms, rules, and policies, constitute the entire agreement between you and Koler concerning the use of the HRO App and Content (including NFT Media and Virtual Goods). If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, all of which shall remain in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any provision of these Terms of Use that by its nature survives the termination of these Terms of Use shall survive such termination.

Your Comments and Concerns

All notices of copyright infringement claims should be sent to the copyright agent designated above in the section entitled "Copyright Infringement Policy" in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the HRO App should be directed to:

support@koler.gg

Appendix 1 to the Terms of Use Supplementary Terms for European Users

If you are a user located in the European Economic Area (“EU User(s)”) or in the United Kingdom (“UK User(s)”) (collectively, “European User(s)”), the Terms of Use shall apply to you with the exception of the following deviations and supplementary terms. If there is any inconsistency or conflict between the Terms of Use and these supplementary provisions (“Supplementary Terms”), the Supplementary Terms shall prevail.

The Terms of Use are entered into by and between you and Kolex, Inc., a company registered in Delaware in the United States whose principal place of business is 1626 Montana Ave. Suite 148, Santa Monica, California 90403 United States. You can contact us at support@kolex.gg.

1. Preamble

The preamble at the start of the Terms of Use does not apply to European Users and shall be replaced as follows:

“PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU DOWNLOAD OR USE THE HRO APP (IN EITHER ITS DESKTOP OR MOBILE VERSION). NOTHING IN THESE TERMS OF USE AFFECTS YOUR STATUTORY RIGHTS. IF YOU ARE A CONSUMER USER AND WE DIRECT THE HRO APP TO YOU (AND/OR PURSUE OUR COMMERCIAL OR PROFESSIONAL ACTIVITIES IN RELATION TO THE HRO APP) IN THE EUROPEAN ECONOMIC AREA (“EU USER”) OR IN THE UNITED KINGDOM (“UK USER”), THE SUPPLEMENTARY PROVISIONS IN APPENDIX 1 SHALL APPLY TO YOU AS DESCRIBED THEREIN.”

2. Changes to the Terms of Use

The Section “Changes to the Terms of Use” does not apply to European Users and shall be replaced as follows:

“If you are a European User, we may reasonably revise and update these Terms of Use from time to time, in particular to address: (i) changes in the law; (ii) changes to the nature, features and/or functionality of the HRO App or to reflect new technologies; (iii) security issues; and/or (iv) changes in circumstances beyond our reasonable control. If we make changes, we will provide you with at least thirty (30) days’ advance notice of the changes. You have a right to object to the change within a timeframe of at least thirty (30) days that we set out in the change notice. If you object, the change will not become effective. If you do not object, the change will be deemed to have taken place. We will inform you about your objection right, as well the aforementioned consequence of a lack of objection, in the change notice.”

3. Consent to Electronic Communications

The Section “Consent to Electronic Communications” does not apply to European Users and shall be replaced as follows:

“We may send electronic communications to you in accordance with applicable laws and your personal data will be used in accordance with our Privacy Policy available here: <https://kolex.gg/privacy-policy>.”

4. Account Registration

The words “in our sole discretion” in the last sentence of the Section “Account Registration” shall be deleted for European Users.

The following shall be added after the last sentence of the Section “Account Registration” for EU Users only:

“Before exercising any of our termination or suspension rights described herein, we will give you a warning notice specifying the alleged breach and granting you fourteen (14) days or a period of time appropriate to the circumstances from receipt of such notice within which you can cure such breach. We are entitled to exercise our rights without a warning notice if the breach cannot, by its nature, be reasonably cured or if we cannot be reasonably expected to wait out a remedy period in the given circumstances. Both parties’ statutory rights to terminate for cause shall remain unaffected.”

5. Reservation of Rights

The Section “*Reservation of Rights*” does not apply to European Users and shall be replaced as follows:

“We may modify or discontinue any or all of the HRO App or any Content (including Virtual Goods) for a valid reason, e.g. for security reasons. In that case, any affected User will be informed of the changes. If you register an account on the HRO App, we reserve the right to suspend or terminate your account, if we determine (in our sole judgment) that you are in violation of these Terms of Use or any applicable law, or that your use of the HRO App may expose Kolerx or any of our Suppliers to liability of any kind or may adversely affect the brands or reputation of us or our Suppliers.”

6. User interactions

The last sentence of the Section “*User Interactions*” shall be replaced for EU Users only as follows:

“If you violate the foregoing guidelines, we may immediately suspend or terminate your account, provided that – before exercising this right - we will give you a warning notice specifying the alleged breach and granting you fourteen (14) days or a period of time appropriate to the circumstances from receipt of such notice within which you can cure such breach. We are entitled to exercise our rights without a warning notice if the breach cannot, by its nature, be reasonably cured or if we cannot be reasonably expected to wait out a remedy period under the given circumstances. Both parties’ statutory rights to terminate for cause shall remain unaffected.”

7. Use of In-App Chat and Social Media Features

In deviation from the Section “*Use of In-App Chat Functions and Social Media Features*” for EU Users only:

“Kolerx and our Suppliers reserve the rights (i) to monitor and moderate user communications and remove any communications that are offensive, inappropriate, or otherwise violative of these Terms of Use and (ii) to record, log, and retain copies of user communications – to the extent permissible under applicable laws - for product improvement, data research, and archival purposes.

Any record, log, and copies of user communications we create is subject to applicable laws.

Please exercise utmost discretion and caution what information you provide in text or audio communications with other users. Some information revealed may be used by others in a way that is offensive or harmful to you or another person, or in a way that violates your or another person’s rights.

The HRO App may provide certain social media features that enable you to:

- *Link from your own or certain third-party websites to certain Content on the HRO App.*
- *Send e-mails or other communications with certain Content, or links to certain Content, on the HRO App.*
- *Cause limited portions of Content on the HRO App to be displayed or appear to be displayed on your own website or certain third-party websites.*

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- *Establish a link from any website that is not owned by you.*
- *Cause the HRO App or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.*
- *Link to any part of the HRO App other than the homepage.*
- *Otherwise take any action with respect to the HRO App or its Content that is inconsistent with any other provision of these Terms of Use.*

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice.”

8. **Copyright Infringement Policy**

The first two sentences of the Section “*Copyright Infringement Policy*” shall apply to all European Users. The remaining paragraphs shall be replaced with the following:

“If you believe that any materials accessible on the HRO App infringes your copyright or other intellectual property rights, you can report content to us by emailing support@kolex.gg, including the subject line “Infringement Notice”. Please include the following information in your “Infringement Notice”: (i) a description of the right(s) that you claim has been infringed; (ii) a description of the material that you claim is infringing your right(s) and that is to be removed or access to which is to be disabled; (iii) information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the HRO App where such material may be found, or a screenshot of the infringing material; and (iv) details of your full name, address, telephone number and email address so that we may contact you about your complaint.”

9. **Intellectual Property**

The words “*and may be revoked and terminated by us at any time and for any reason*” shall be deleted for EU Users only from the Section “*Intellectual Property*” and shall be replaced with the following:

“We may only revoke and terminate the license granted to you under this Section if you breach any material term of the Terms of Use and provided that we will give you a warning notice specifying the alleged breach and granting you fourteen (14) days or a period of time appropriate to the circumstances from receipt of such notice within which you can cure such breach. We are entitled to exercise our rights without a warning notice if the breach cannot, by its nature, be reasonably cured or if we cannot be reasonably expected to wait out a remedy period under the given circumstance. Both parties’ statutory rights to terminate for cause shall remain unaffected.”

If you are an EU User residing in France, any licenses granted to you under the Terms of Use are for the applicable legal protection of the intellectual property rights and the licenses are granted to us for the duration of our agreement with you.

10. **Assumption of Risks**

The following shall be added to the last sentence of the Section “*Assumption of Risks*” for European Users:

“RISK WARNING: CRYPTOASSETS

NFT’s are unique digital collectibles. Please be aware that Hro NFTs have no intrinsic value. If you decide to trade the Hro NFT’s, there is no guarantee that (if you look to sell a Hro NFT) you will make a profit on such sale or recoup the sums you have spent on such Hro NFT. Should you trade, tax may be applicable and payable on any profits that you make on the sale of a Hro NFT (and in particular, capital gains tax).

For UK Users: NFTs (as with any other cryptoasset) are not currently regulated by the Financial Conduct Authority in the UK and so do not benefit from the protection of the Financial Ombudsman Service or the Financial Services Compensation Scheme.”

If you are an EU User residing in Spain, paragraph 2 of the Section “*Assumption of Risks*” will not apply to you and instead the following shall apply:

“There are risks associated with Internet-based digital assets, which include, but are 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. We and our affiliates and suppliers will not be responsible or liable to you for any communication failures, disruptions, errors, distortions or delays you may experience when using the HRO App due to reasons not attributable to us, unforeseeable circumstances or force majeure.”

11. Liability

The first two paragraphs of the Section “No warranties; Limitation of Liability” pursuant to which HRO limits its liability under the Terms of Use shall not apply to European Users and the following terms apply instead:

“Nothing in these Terms of Use excludes or limits our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any matter in respect of which it would be unlawful for us to exclude or restrict our liability. Subject to this, if we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you accessed the HRO App. Notwithstanding this, and except as set out above, our total liability to you for any loss or damage arising out of or in connection with these Terms of Use, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £ 100 / € 100.

Nothing in these Terms of Use affects your statutory rights, including if you are an EU User residing in France, your right to compensation for any damage suffered in the event of our breach of any of our obligations under these Terms of Use. You agree not to use the HRO App, or any content on the HRO App, for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.”

If you are an EU User residing in France, the following paragraphs shall be added to the last sentence of the Section “Liability”:

“In accordance with article L 224-25-5 of the French Consumer Code, the following legal conformity warranty will apply to the digital services:

“The consumer is entitled to the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity during the period of the supply of digital content or the digital services which are offered by the professional from the supply of the digital content or the digital service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity entails the obligation to provide all the updates necessary to maintain the conformity of the digital content or the digital service during the period of the supply of digital content or the digital services.

The legal guarantee of conformity gives the consumer the right to bring the digital content or digital service into conformity of the digital service without unjustified delay following his request, at no cost and without major inconvenience for him.

The consumer can obtain a price reduction by keeping the digital content or the digital service, or he can terminate the contract by obtaining a full refund against renunciation of the digital content or the digital service, if:

1° The professional refuses to bring the digital content or digital service into compliance;

2° The bringing into conformity of the digital content or the digital service is unjustifiably delayed;

3° The bringing into conformity of the digital content or the digital service cannot take place without costs imposed on the consumer;

4° Bringing the digital content or digital service into conformity causes a major inconvenience for the consumer;

5° The non-compliance of the digital content or digital service persists despite the unsuccessful attempt by the professional to bring it into compliance.

The consumer is also entitled to a reduction in price or to rescission of the contract when the lack of conformity is so serious that it justifies the reduction in price or rescission of the contract being immediate. The consumer is then not required to request that the digital content or digital service be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer is only entitled to the cancellation of the contract if the contract does not provide for the payment of a price.

Any period of unavailability of the digital content or the digital service with a view to bringing it back into conformity suspends the guarantee which remained to run until the supply of the digital content or the digital service again in conformity.

These rights result from the application of [Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code](#).

The professional who in bad faith obstructs the implementation of the legal guarantee of conformity incurs a civil fine of a maximum amount of 300,000 euros, which may be increased up to 10% of the average annual turnover ([Article L. 242-18-1 of the Consumer Code](#)).

The consumer also benefits from the legal guarantee against hidden defects in application of the [articles 1641 to 1649 of the Civil Code](#), for a period of two years from the discovery of the defect. This guarantee gives the right to a price reduction if the digital content or digital service is retained, or to a full refund against waiver of the digital content or digital service.”

Updates: You will be informed, and you will receive updates as necessary to maintain compliance during the performance of the service. Where a User does not install, within a reasonable time, the updates provided by us, we shall not be liable for lack of conformity resulting solely from the non-installation of the updates concerned. We can also provide you with updates that are not necessary to maintain the conformity of the digital content or service, but which are recommended. We will inform you, reasonably in advance and on a durable medium, of the planned update, specifying the date on which it will take place. This update will be carried out at no extra cost to you. You have the right to refuse the update or, where appropriate, to uninstall it, if the update has a negative impact on his access to or use of the digital content or the digital service. In this case, the contract may be terminated by right and at no cost to you and within a maximum period of thirty (30) days, unless the update has only a minor impact on you. However, you may not rescind the contract if we have offered to keep the digital content or service without the update, including by uninstalling the update, and if it remains in conformity.”

12. Governing Law and International Use

Notwithstanding the Section “Governing Law and International Use”, if you are a European User, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms of Use, including the “Governing Law and International Use”, affects your rights as a European User consumer to rely on such mandatory provisions of local law.

The following paragraph of the Section “Governing Law and International Use” does not apply to European Users:

“We make no claims that the HRO App or any of its Content is accessible or appropriate outside of the United States. Access to the HRO App may not be legal by certain persons or in certain countries. If you access the HRO App from outside the United States, you do so on your own initiative and risk and you are responsible for complying with any and all applicable local laws and regulations”.

13. Dispute Resolution and Arbitration

The Section “Dispute Resolution and Binding Arbitration” does not apply to European Users and shall be replaced as follows:

“Nothing in these Terms of Use affects your rights as a European User consumer to: (i) bring proceedings against us in the courts of the place where you habitually reside or legally competent courts, and/or (ii) have proceedings brought against yourself in the courts of the place in which you habitually reside or the legally competent courts. For the avoidance of doubt, provisions relating to binding arbitration do not apply to European Users. If you are an [EU User residing in France](#) you also have the right to request a mediator to solve a dispute under the Terms of Use. Please contact us at support@kolex.gg for details of the mediators that we have appointed.”

14. Miscellaneous

The following paragraph of the Section “Miscellaneous” does not apply to European Users:

“These Terms of Use, together with any applicable HRO NFT License Terms, our Privacy Policy, and all other applicable terms, rules, and policies, constitute the entire agreement between you and Kolex concerning the use of the HRO App and Content (including Virtual Goods).”