

HABBO NFT General License Terms and Conditions

Version: November 2021

1. General

These general license terms and conditions shall apply to any purchase and use of Habbo NFT's (the "Terms"). These NFT Terms are a legal agreement between you as a buyer and rightful 'owner' of the Habbo NFT('s) (the "(Purchased) Habbo NFT") and licensee of the Art (as hereinafter defined), regardless whether you are the one minting the NFT or if you are any subsequent holder (the "NFT Holder" or "you"), and Sulake Oy (the "Company", "we" or "us"), the seller of the Habbo NFT and the licensor of the Art. "Art" means the combined visual and/or audio elements as explicitly associated by us with a Habbo NFT.

2. NFT Purchase

- 2.1. By purchasing a Habbo NFT you acquire those rights associated with the Habbo NFT. When offered by us, we reserve the right to modify the types, prices, and numbers of Habbo NFT's available at our discretion.
- 2.2. Any payments or financial transactions related to Habbo NFT's that you engage in via the marketplace we select or elsewhere, will be conducted solely through the Ethereum network. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions. We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the Ethereum network. We do not provide refunds for any purchases that you might make on the Ethereum network.
- 2.3. By buying a Habbo NFT, you agree to pay to us all applicable fees, costs and royalties and authorize us to automatically deduct these amounts directly from your payment. Each payment of transaction fees is final and cannot be subject to any refund, without regard to any event that may negatively affect the underlying transaction.
- 2.4. It is your sole responsibility to pay any taxes deriving from the sale of Habbo NFT's. If the Company is required to pay any taxes on your behalf, you will remit payment to the Company within thirty days (30) of notification by the Company.
- 2.5. Ethereum requires the payment of a transaction fee (called a "Gas Fee") for every transaction that occurs on the Ethereum network. You will be solely responsible to pay the Gas Fee. You agree to hold the Company harmless for any losses you may incur as a consequence of minting or buying your Habbo NFT. These potential losses include any Gas Fees for failed transactions, any excessive Gas Fees charged due to website or smart contract bugs, and any loss of your Habbo NFT due to website or smart contract bugs.
- 2.6. You acknowledge that the terms of the smart contract used on the Ethereum network govern the purchase of any Habbo NFT, including royalty that is payable to us. In addition, the marketplace used for the purchase will impose its own terms and conditions that further govern your purchase of a Habbo NFT.

3. HABBO NFT'S PRICES & ASSUMPTION OF RISKS

1. YOU UNDERSTAND THAT THE PRICES OF BLOCKCHAIN DIGITAL ASSETS MAY BE EXTREMELY VOLATILE. FLUCTUATIONS IN THE PRICE OR VALUE OF OTHER DIGITAL ASSETS COULD MATERIALLY AND ADVERSELY AFFECT THE VALUE OF YOUR HABBO NFT'S. WE CANNOT GUARANTEE –AND

THEREFORE WE CANNOT BE HELD LIABLE– THAT ANY HABBO NFT WILL NOT LOSE OR WILL GAIN VALUE (OR HAVE ANY ECONOMIC VALUE WHATSOEVER) OR HAVE ANY KIND OF FUNCTIONALITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. YOU ALSO UNDERSTAND THERE ARE RISKS ASSOCIATED WITH NFT TRANSACTIONS INCLUDING, BUT NOT LIMITED TO, THE EFFECTS OF VARYING LAWS AND REGULATIONS, THE RISK OF HARDWARE, OPERATING SYSTEM AND INTERNET CONNECTIONS, THE RISK OF VIRUS INTRODUCTION, AND THE RISK THAT THIRD PARTIES MAY OBTAIN UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION. BY PURCHASING AND SELLING HABBO NFT'S YOU ARE ACCEPTING SOLE RESPONSIBILITY FOR ANY AND ALL TRANSACTIONS INVOLVING HABBO NFT DIGITAL COLLECTIBLES.

4. Ownership and IP Rights

- 4.1. Ownership of Habbo NFT. Each Habbo NFT is associated with an NFT on the Ethereum network. When you acquire a Habbo NFT, you own the NFT, not the associated Art or any Third Party IP (as hereinafter defined). This means that you have the right to trade or swap your Habbo NFT, sell it, or give it away. Except in cases where we determine that the Habbo NFT has not been rightfully acquired and/or not from a legitimate source, at no point will we seize, freeze, or otherwise modify the ownership of any Habbo NFT. "Third Party IP" means any third-party patent rights, copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.
- 4.2. Further Ownership Acknowledgements and Limitations. For the sake of clarity, you understand and agree: (1) that you do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute, or otherwise commercialize any elements of the Art, Habbo name or any other Habbo materials without our prior written consent in each case; and (2) that you may not, nor permit any third party to do or attempt to do any of the following without Company's express prior written consent in each case: (i) use the Art 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 or infringe any applicable law or (ii) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art; to the extent that Art contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (iii) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein.
- 4.3. Personal Use. Subject to your continued compliance with these Terms, we grant you a worldwide, royalty-free license to use, copy, and display the Art for your Purchased Habbo NFT('s), solely for the following purposes: (1) for your own personal, non-commercial use; (2) as part of a marketplace that permits the purchase and sale of your Purchased Habbo NFT('s), provided that the marketplace cryptographically verifies each Habbo NFT owner's rights to display the Art for their Purchased Habbo NFT to ensure that only the actual owner can display the Art; or (3) as part of a third party website or application that permits the inclusion, involvement, or participation of your Purchased Habbo NFT, provided that the website/application cryptographically verifies each Habbo NFT's owner's rights to display the Art for their Purchased Habbo NFT to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased Habbo NFT leaves the website/application.
- 4.4. Commercial Use. Subject to your continued compliance with these Terms, we grant you a limited, worldwide, non-exclusive, non-transferable license to use, copy, and display the Art for your Purchased Habbo NFT for the purpose of commercializing your own merchandise that includes, contains, or consists of the Art for your Habbo NFT ("Commercial Use"), provided that such Commercial Use does not (a) suggest a commercial link with any of our brands (including Habbo); (b) suggest a commercial link with a third party without prior written consent, (c) use other of our IP

without our prior written consent, (d) complies with our guidelines which can be found here <https://nft.habbo.com/guidelines> and may be amended by us from time to time or (e) result in you earning more than USD 100,000 in gross revenue each year. In the event your Commercial Use exceeds USD 100,000 in a given year, you will need to enter into a commercial license with us and must contact us for this purpose (which will be in our sole and absolute discretion). If you exceed the USD 100,000 limitation, you will be in breach of these Terms. Without entering into a commercial license with us, you acknowledge and agree that: in case you are in breach of these Terms; in addition to any remedies that may be available to us at law or in equity, we may immediately terminate the license granted above; and you will be liable and responsible to reimburse us for any costs and expenses incurred by us during the course of enforcing these Terms against you (including attorney and legal fees). For the avoidance of doubt, you acknowledge that we can refuse to consent to granting the license at our sole discretion. Circumstances that will in any event require us to refuse granting the license are (i) use of other Habbo related art; (ii) a combination with other art from third parties; and/or (iii) use that suggests a commercial connection between us and you.

- 4.5. For the avoidance of doubt, the personal and commercial licenses under these terms are strictly limited to the combined visual and/or audio elements. It is strictly prohibited and a violation of these Terms to use any elements of the combined Art separately or to create a similar or derivative materials. Such use constitutes a violation of these Terms as well as intellectual property infringement, which would cause monetary damages and irreparable harm to us. The restriction in this Section 4 will survive the expiration or termination of these Terms.

5. DISCLAIMERS. LIMITATION OF LIABILITY

- 5.1. THE HABBO NFT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTIES, GUARANTEES, DUTIES, OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND.
- 5.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPLICIT OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- 5.3. NFT'S ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE 'OWNERSHIP' RECORD MAINTAINED ON THIRD PARTIES BLOCKCHAIN. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER OF THE RELEVANT BLOCKCHAIN. WE CANNOT AFFECT (AND WE DO NOT GUARANTEE THAT WE CAN AFFECT) THE TRANSFER OF TITLE OR RIGHT IN ANY ASSETS.
- 5.4. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF ANY MARKETPLACE, OR YOUR WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM (I) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR ERRONEOUSLY TRANSACTIONS; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR ANY OTHER CYBERATTACK TO THE WALLET OR YOUR DEVICE.
- 5.5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL THE COMPANY (INCLUDING BUT NOT LIMITED TO ANY NEGLIGENCE ISSUES RELATED TO THIRD-PARTY LICENSORS) BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES, LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (HOWEVER SUCH LOSSES ARE QUALIFIED), ARISING OUT OF OR RELATING IN ANY WAY TO A MARKETPLACE, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE COMPANY AND ITS AFFILIATES ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE HABBO NFT'S, CONTENT, ASSETS, OR ANY PRODUCTS OR SERVICES PURCHASED ON A MARKETPLACE WE SELECT OR ELSEWHERE EXCEED THE GREATER OF (A) 100 EURO (ONE HUNDRED EURO) OR (B) THE AMOUNT RECEIVED BY THE COMPANY FROM THE ORIGINAL SALE OF THE HABBO NFTS THAT ARE THE SUBJECT OF THE CLAIM.
- 5.7. THE FOREGOING LIMITATIONS TO THE LIABILITY OF THE COMPANY SHALL NOT APPLY FOR (A) DEATH OR PERSONAL INJURY THAT IS A RESULT OF THE NEGLIGENCE OR AN ACT OF A MEMBER OF THE BOARD OF THE COMPANY; OR FOR (B) ANY INJURY THAT IS A RESULT OF FRAUD OR FRAUDULENT MISREPRESENTATION BY A MEMBER OF THE BOARD OF THE COMPANY.

6. Jurisdiction, Dispute Resolution & Governing Law

- 6.1. These Terms shall be construed, governed, and interpreted under and in accordance with the Finnish law without regard to its or any other jurisdiction conflict of law's provisions, that would cause the application of the laws of any other jurisdiction.
- 6.2. If a dispute arises between you and the Company, please first use our friendly resolution mechanism we may provide to you. In any case, any dispute arising directly or indirectly out of these Terms or any additional policy shall be subject to the exclusive jurisdiction of the court of Helsinki, Finland. Notwithstanding the foregoing, the Company may initiate preliminary injunction proceedings before any other competent court at its sole discretion. The User hereby waives any right to object to such a different court.

7. Miscellaneous

- 7.1. These Terms represent the complete agreement between you and the Company concerning the purchase and use of the Habbo NFT's and replace all prior agreements and representations, warranties, or understandings between you and the Company concerning the same subject matter.
- 7.2. We reserve the right to make amendments to these Terms (the "Amendments") at any time at our sole discretion by posting such updated documents on our website(s) or by informing the Habbo NFT owner community directly. The Amendments are effective from the date they are published, or the different date as communicated by the Company. If you do not agree with the Amendments, you may terminate your contractual relationship with the Company (provided that there are no outstanding obligations on your side to be performed by you to the benefit of the Company or Company's beneficiaries) but you must stop using any features and do not access the website or use any related services. Your continued use of your Habbo NFT('s) after the Amendments have been published shall be deemed to be your acceptance of such Amendments.
- 7.3. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and the remaining provisions of these Terms shall remain in full force and not be affected.
- 7.4. The Company may at any time assign, transfer, charge, or subcontract all or some of its rights or obligations under these Terms without giving notice to you or obtaining your consent.
- 7.5. If you are a consumer, you will benefit from mandatory provisions of the law of the country in which you are resident. Nothing in these terms, including section 6, affects your rights as a consumer to rely on such mandatory provisions of (local) law.

If you have any questions concerning these Terms, you may contact us at legal@sulake.com