

DMAT MARKETSPACE TERMS AND CONDITIONS OF SERVICE

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1. **WELCOME TO THE DMAT MARKETSPACE**

- 1.1 Welcome to the Web3 marketplace for fashion NFTs (the "**DMAT Marketplace**") operated by THE DEMATERIALISED LTD ("**THE DEMATERIALISED**", "**we**", "**us**", or "**our**").
- 1.2 **What these terms cover.** The Terms of Service (which includes all additional terms and conditions of THE DEMATERIALISED that are referred to in these terms and conditions, including the Additional [DMAT NFT Terms and Conditions](#)) set out the terms and conditions upon which you may use the DMAT Marketplace and any application or functionality that THE DEMATERIALISED makes available through it.
- 1.3 **Why you should read them.** Please read the Terms of Service carefully before you use the DMAT Marketplace. The terms tell you who we are, how we will provide services to you, what to do if there is a problem, and other important information. If there is anything within the Terms of Service that you do not understand, please contact us to discuss what this means for you.

1.4 **Updates to the Terms of Service.** The current version of the Terms of Service contains the only terms and conditions that apply to our relationship with you regarding your use of the DMAT Marketplace.

1.5 **Third party sites and services.** The DMAT Marketplace may contain links to, or call the servers of, third party websites or services that are not under THE DEMATERIALISED's control, at the direction of and/or as a convenience to you ("**Third Party Sites**"). As such, we are not responsible for, and we make no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, any Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at your risk.

2. **INFORMATION ABOUT US AND HOW TO CONTACT US**

2.1 **Who we are.** THE DEMATERIALISED LTD is incorporated and registered in England and Wales under company number 12536543. Our registered office is at Thavies Inn House 3-4 Holborn Circus, Holborn, London EC1N 2PL.

2.2 **How to contact us.** You can contact us by writing to us at hello@thedematerialised.com.

2.3 **How we may contact you.** If we have to contact you, we will do so by the email address you provided to us when you registered with us to use the DMAT Marketplace.

2.4 **"Writing"** includes emails. When we use the words "writing" or "written" in the Terms of Service, this includes emails.

3. **USING THE DMAT MARKETSPACE**

3.1 **Registration.** You can register with us to use the DMAT Marketplace by submitting your email address to us through the DMAT Marketplace. On submission of your email address, you will receive an email from us with a login link. Click on the link in your email to access the DMAT Marketplace.

3.2 **Your responsibilities.** By agreeing to the Terms of Service and by using the DMAT Marketplace, you confirm that you:

- (a) are capable in your country of residence of entering into a legally binding agreement to use the DMAT Marketplace;
- (b) will not use the DMAT Marketplace if any applicable laws in your country prohibit you from doing so; and

- (c) will comply with all applicable laws and regulations with respect to your use of the DMAT Marketplace and your activities on the DMAT Marketplace.
- 3.3 **Your information.** You are responsible for ensuring that any information that you provide to us is accurate and up to date.
- 3.4 **Verifying your identity.** We may contact you to verify your identity and request any additional documentation that we may require for that purpose, as permitted by applicable laws.
4. **BUYING NFTS**
- 4.1 **General.** You can use the DMAT Marketplace to purchase DMAT NFTs (as defined below). DMAT NFTs are NFT-backed tradeable content which THE DEMATERIALISED facilitates the sale of through the LUKSO blockchain using smart contracts programmed by THE DEMATERIALISED ("**DMAT NFTs**").
- 4.2 **Universal Profile.** You do not need a cryptowallet to buy DMAT NFTs on the DMAT Marketplace. The DMAT Marketplace uses a system called [Universal Profile](#) which is part of the LUKSO blockchain infrastructure. In order to buy DMAT NFTs on the DMAT Marketplace, you need to first set up a profile on the Universal Profile system, which is linked to your DMAT Marketplace account. You agree that your use of the Universal Profile system is governed by the Terms of Service and Privacy Policies of LUKSO, and that we have no responsibility for your use of any services or systems made available by LUKSO.
- 4.3 **Buying DMAT NFTs.** You can buy DMAT NFTs on the DMAT Marketplace using fiat currencies (using a credit or debit card, Apple Pay or Google Pay) or cryptocurrencies via Coinbase (we currently accept Bitcoin, Ethereum, USDC, and DAI). You are responsible for all fees associated with your use of the DMAT Marketplace (including the purchase price of any DMAT NFTs you buy on the DMAT Marketplace, internet connection or mobile fees, and any applicable gas fees (if any)).
- 4.4 **Contracts for the sale of DMAT NFTs.** You acknowledge that the DMAT NFTs are not owned, offered for sale, or sold by THE DEMATERIALISED, but by third party owners of DMAT NFT IP who have each entered into an agreement with THE DEMATERIALISED for the creation of the DMAT NFTs and the facilitation of sales of DMAT NFTs through the DMAT Marketplace (each such third party a "**Content Owner**"). Our acceptance of your offer (on behalf of the Content Owner) to purchase a DMAT NFT will take place when we email you to confirm receipt of your payment and transfer of the NFT to you, at which point a contract will come into existence between you and the Content Owner for their sale to you of the relevant DMAT NFT.
- 4.5 **Unsuccessful transactions.** If we are unsuccessful in receiving your payment for the purchase of any DMAT NFTs, and we have still not received payment within 2 hours after informing you, then, without affecting any other rights and remedies available to us, we

will not, without responsibility to you, transfer the NFT to you Marketplace while the applicable charges remain unpaid.

4.6 Refunds. Except as otherwise set out in this clause 4.6, all purchases of DMAT NFTs made on the DMAT Marketplace are final and no refunds are permitted. THE DEMATERIALIZED reserves the right to limit, change, cancel or relist any offer for sale of DMAT NFTs on the DMAT Marketplace, without prior notice, even after a successful payment has been made, including in the event that a DMAT NFT is listed at an incorrect price due to typographical error or is listed with an error in the applicable information. If you have already been charged for a DMAT NFT and the DMAT NFT is removed from the DMAT Marketplace before we accept (on behalf of the Content Owner) your offer to purchase it, then we will refund any such charges within a commercially reasonable period of time (provided that we will not refund gas fees in any circumstances). Should you have any customer service enquiries, please contact us at [support@thedematerialised.com] and our support team will resolve issues on a case by case basis.]

4.7 Third party payment service providers. All transactions initiated through the DMAT Marketplace are facilitated and run by third-party payment service providers, including providers of third party electronic wallet extensions. By buying DMAT NFTs on the DMAT Marketplace, you agree that you are governed by the Terms of Service and Privacy Policies of the applicable third party service providers, and that we have no responsibility for your use of any services or systems made available by the third party service providers. The third party service providers may include: Stripe, if you pay using credit or debit card, Apple if you use Apple Pay, Google if you use Google Pay, and Coinbase if you pay using cryptocurrency. We are not responsible for any third party services provided through, or linked to, the DMAT Marketplace.

4.8 Tax. You agree that you are solely responsible for determining what, if any, taxes apply to your purchase of DMAT NFTs on the DMAT Marketplace. THE DEMATERIALIZED is not responsible for determining the taxes that may apply to your purchase of DMAT NFTs on the DMAT Marketplace. THE DEMATERIALIZED is only responsible for determining what, if any taxes, apply to the services provided by THE DEMATERIALIZED through the DMAT Marketplace.

5. AUCTION TERMS

5.1 Your obligations. When bidding in an Auction, you agree that:

- (a)** you are making an irrevocable bidding offer to purchase the DMAT NFT [(which may only be retracted in limited circumstances as set out below in clause 5.7 (Bid Cancellation) or if otherwise permitted by applicable law)] and that, if you are the winning bidder, that your bid is a legally binding offer to purchase the

DMAT NFT except in certain limited circumstances set out below, and we may charge your credit or debit card at the time the Auction closes;

- (b) you are responsible for reading and understanding the full listing of the DMAT NFT and any further terms and conditions (including any Additional DMAT NFT Terms and Conditions) that apply to the listing, the DMAT NFT, and any associated prizes offered with the DMAT NFT (each a "**Prize**");
- (c) you will not take any actions that directly or indirectly manipulate the bid or the bidding process; and
- (d) you will not bid on any DMAT NFT, where any bid by you, or where the Prizes or your possession of any of them, violates any law, rule or regulation to which you are subject and that if you do so your bid is considered null and void.

5.2 **Winning bid.** The winning bid will be the bid that is the highest amount at the time the auction closes. We may require additional verifications or other information prior to acceptance and/or fulfilment of any winning bid (in each case, on behalf of the relevant Content Owner). Your receipt of any acknowledgement of a winning bid from us does not signify our acceptance of your bid, nor does it constitute confirmation of our offer to sell.

5.3 **Auction closing times.** Auction closing times are approximate, and we reserve the right to close an auction earlier or later (including if we receive a bid prior to closing time for any Auction) than the scheduled time or to cancel an Auction in its entirety for any reason.

5.4 **Bid Cancellation.** Each bid is a legally binding offer and you may not cancel or retract your bid once placed. [However, in the event that: (a) you accidentally entered the wrong bid amount due to a typographical error (for example, a decimal point in the wrong place) and you realise your error before bidding closes, or (b) if the listing description materially changes after you have placed your bid, then in each case you may make a request to us to retract your bid by contacting us [at support@thedematerialised.com]. If this occurs, you must contact us immediately upon realisation of your error or the material modification, and in all cases if your bid was placed within the last twelve (12) hours of the auction, you must contact us within one (1) hour of placing the erroneous bid. We cannot guarantee that you will be able to retract your bid and any retraction is granted by THE DEMATERIALISED in our sole discretion.]

5.5 **Auction Prizes.** The winner of an Auction may also win the right to receive additional Prizes offered by THE DEMATERIALISED together with the relevant DMAT NFT. Any Prizes are provided "AS IS" with no warranty or guarantee, either express or implied. Provision of Prizes may be subject to a background check on the winner of the Auction and any individuals accompanying the winner to any of the Prizes (for example, where the Prizes are experiences or tickets for events). Prizes may not be used for any

commercial or promotional purpose whatsoever, and any such commercial or promotional use may result in disqualification and forfeiture of the Prizes. Prizes are non-transferable and non-assignable with no cash redemptions, except at the sole and absolute discretion of THE DEMATERIALIZED and any third party provider of the Prizes. THE DEMATERIALIZED and any third party provider of Prizes reserve the right to substitute the Prizes with benefits of comparable or greater value, at their sole and absolute discretion.

6. **YOUR RIGHT TO USE THE DMAT MARKETSPACE**

6.1 **Our rights in the DMAT Marketplace.** The materials and content comprising the DMAT Marketplace, and all intellectual property rights in the foregoing, belong to us or our third party licensors, and we give you permission to use these materials and content for the sole purpose of using the DMAT Marketplace in accordance with the Terms of Service.

6.2 **Your rights to use the DMAT Marketplace.** Your right to use the DMAT Marketplace is personal to you and you are not allowed to give this right to another person. Your right to use the DMAT Marketplace does not stop us from giving other people the right to use the DMAT Marketplace. You agree that you have no rights in or to any portion of the DMAT Marketplace other than the right to use the DMAT Marketplace in accordance with the Terms of Service.

7. **RULES OF ACCEPTABLE USE**

7.1 **General.** In addition to the other requirements within the Terms of Service, this section describes specific rules that apply to your use of the DMAT Marketplace (the "**Rules of Acceptable Use**").

7.2 When using the DMAT Marketplace you must not:

- (a) circumvent, disable or otherwise interfere with any security related features of the DMAT Marketplace or features that prevent or restrict use or copying of the content accessible via the DMAT Marketplace;
- (b) give any false or misleading information or permit another person to use the DMAT Marketplace under your name or on your behalf;
- (c) impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to us, if this is not the case;
- (d) use the DMAT Marketplace other than for its intended purpose as set out in the Terms of Service;
- (e) use the DMAT Marketplace if we have suspended your access to it, or have otherwise banned you from using it;

- (f) modify, interfere, intercept, disrupt or hack the DMAT Marketplace or collect any data from the DMAT Marketplace other than in accordance with the Terms of Service;
- (g) misuse the DMAT Marketplace by knowingly introducing viruses, Trojans, worms, logic bombs or other material which would harm the DMAT Marketplace or the equipment of any user of the DMAT Marketplace; or
- (h) use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the DMAT Marketplace in a manner that send more request messages to the DMAT Marketplace than a human can reasonably produce in the same period of time.

7.3 Failure to comply with the Rules of Acceptable Use constitutes a serious breach of the Terms of Service, and may result in our taking all or any of the following actions (with or without notice, and without limiting our right to take any other action we reasonably deem appropriate):

- (a) immediate, temporary or permanent withdrawal of your right to use the DMAT Marketplace;
- (b) issuing of a warning to you;
- (c) legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach; and/or
- (d) disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

8. OWNERSHIP OF DMAT NFTS AND CONTENT

8.1 If you buy an NFT on the DMAT Marketplace, your ownership of the DMAT NFT and your limited rights to use the underlying content of the DMAT NFT (the "**DMAT NFT IP**") are governed by the [Additional DMAT NFT Terms and Conditions](#).

8.2 Your ownership of the DMAT NFT and rights to use the DMAT NFT IP may be governed by the terms of and conditions of the relevant Content Owner (the "**Content Owner Licence Terms**") instead of the Additional DMAT NFT Terms and Conditions. Where applicable, any such additional terms and conditions will be accessible on the DMAT Marketplace.

8.3 In the event of any conflict between the terms and conditions of this Agreement and the Content Owner Licence Terms, the Content Owner Licence Terms shall take precedence to the extent of the conflict, solely to the extent the conflict relates to the terms and conditions governing the ownership of the DMAT NFT and your rights to use the DMAT

NFT IP. In all other cases, the terms and conditions of this Agreement shall take precedence to the extent of the conflict.

9. **PERSONAL DATA**

By accessing and/or using the DMAT Marketplace, you agree that we may use and share your personal data in accordance with the terms of our Privacy Policy.

10. **ENDING OUR RELATIONSHIP**

10.1 **Your right to end our relationship.** If at any time you do not feel that you can agree to the Terms of Service or any changes made to the Terms of Service or the DMAT Marketplace, you must immediately stop using the DMAT Marketplace (other than in respect of any purchases of DMAT NFTs that are in progress). You may end your use of the DMAT Marketplace at any time, for any reason (other than in respect of any purchases of DMAT NFTs that are in progress).

10.2 **Our right to end our relationship.** We may immediately end your use of the DMAT Marketplace if you break the Rules of Acceptable use or any other important rule(s) of the DMAT Marketplace.

10.3 **Withdrawal of the DMAT Marketplace.** We may withdraw the DMAT Marketplace at any time, so long as we give reasonable notice that we plan to do this.

10.4 **What happens if you or we end our relationship.**

(a) If either of us ends your use of the DMAT Marketplace or we withdraw the DMAT Marketplace as described in this section, we may delete or modify any information we hold about you. You will also lose any rights you have to use the DMAT Marketplace or access our content.

(b) The termination of your access to and use of the DMAT Marketplace will not affect any of your obligations to pay any sums due to us.

11. **LIABILITY**

11.1 **Our responsibility to you.** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the Terms of Service, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 **Liability that cannot be limited.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or

subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the DMAT NFTs. Nothing in the Terms of Service excludes or limits our liability to you, or your statutory rights as a consumer, if the law of the country where you live does not allow the exclusions or limitations of liability provided for in the Terms of Service.

- 11.3 Limitation of liability.** In the event of a claim arising out of the provision of the DMAT Marketplace, our responsibility to you will never be more than [£1000].
- 11.4 Errors, interruptions and delays in the DMAT Marketplace.** Unfortunately, due to the nature of the Internet and technology, the DMAT Marketplace is provided on an "AS AVAILABLE" and "AS IS" basis. This means that we are unable to promise that your use of the DMAT Marketplace will be uninterrupted, without delays, error-free, or meet your expectations and we do not give any commitment relating to the performance or availability of the DMAT Marketplace in the Terms of Service and, to the extent we are able to do so, we exclude any commitments that may be implied by law.
- 11.5 We are not liable for business losses.** We only provide access to the DMAT Marketplace for domestic and private use. If you use the DMAT Marketplace for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.6** You acknowledge that we are not party to any agreement between you and any Content Owner for the sale of the DMAT NFTs, and that we will not be liable for any breach of a contract between you and any Content Owner. We will not assume any liability for any loss or damage suffered by you which is caused by any Content Owner's action or inaction.

12. DISCLAIMERS

- 12.1 DMAT Marketplace.** You acknowledge and agree that use of DMAT Marketplace, and the purchase of DMAT NFTs through the DMAT Marketplace, may carry financial risk.
- 12.2 DMAT NFTs.** The DMAT NFTs are intangible digital assets that exist by virtue of the ownership record maintained in the LUKSO blockchain. All DMAT NFT smart contracts operate on the decentralised LUKSO ledger. THE DEMATERIALISED, the Content Owners, and each of their employees, have no control over, and make no promises or guarantees with respect to, the LUKSO blockchain or the decentralised LUKSO ledger. You agree that THE DEMATERIALISED, the Content Owners, and each of their employees, are not responsible for, and will have no liability for, any issues or losses related to the DMAT NFTs, the LUKSO blockchain and ledger, and your digital wallet (where applicable).
- 12.3 Volatility of NFTs.** The value of DMAT NFTs is subjective and therefore can be volatile. NFTs and similar assets are collectibles and have no inherent or intrinsic value. THE

DEMATERIALIZED, the Content Owners, and each of their employees do not and cannot guarantee that any DMAT NFTs purchased will retain their original value.

- 12.4 **Seek independent advice.** The information on the DMAT Marketplace is not intended to constitute investment advice or any investment recommendation or other financial, investment, legal, tax or accounting advice or any other advice. You are strongly advised to seek independent legal or financial advice before making any decision to purchase or bid for a DMAT NFT, and in particular to verify whether such decisions meet your particular objectives and financial capacities. You should not make any decisions solely on the basis of the information made available on the DMAT Marketplace.
- 12.5 **Risk.** You agree to assume all risk associated with the use and value of any DMAT NFTs that you purchase.

13. **RESOLVING DISPUTES**

- 13.1 **Disputes between you and us.** If you have a dispute with us relating to the DMAT Marketplace, in the first instance please contact us at hello@thedematerialised.com and attempt to resolve the dispute with us informally. In the unlikely event that we are not able to resolve a dispute informally, we will discuss and agree with you the most effective way of resolving the dispute.
- 13.2 **Disputes between you and an owner of DMAT NFT IP (Content Owners).** If a dispute arises between you and a Content Owner in connection with any DMAT NFTs, then you may refer the dispute to us by contacting us at hello@thedematerialised.com, in which case we will review the dispute and provide reasonable assistance to help you to resolve such dispute informally with the Content Owner of the DMAT NFT IP. For the avoidance of doubt, we are under no obligation to resolve any dispute between you and a Content Owner, and we have no responsibility to you in respect of DMAT NFT IP, and nothing in this clause shall prevent you (or the Content Owner) from commencing or continuing court proceedings in relation to the dispute.
- 13.3 **Governing law and jurisdiction.** English law will apply to all disputes and the interpretation of the Terms of Service. Subject to clauses 13.1 and 13.2 above, the English courts will have non-exclusive jurisdiction over any dispute arising from or related to your use of the DMAT Marketplace.

14. **GENERAL**

- 14.1 **Written communications.** Applicable laws may require that some of the information or communications that we send to you should be in writing. When using the DMAT Marketplace, you accept that communication with THE DEMATERIALIZED will mainly be electronic. We will primarily contact you by e-mail or provide you with information by posting notices on the DMAT Marketplace. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices,

information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

- 14.2 Transfer of any rights and obligations.** We may transfer our rights and obligations under the Terms of Service to another organisation. You may only transfer your rights or your obligations under the Terms of Service to another person if we agree to this in writing. However, you are required to transfer the Additional DMAT NFT Terms and Conditions to any person who acquires any DMAT NFTs from you.
- 14.3 Third party rights.** The Terms of Service are between you and us. No other person shall have any rights to enforce any of the terms and conditions except as expressly set out in the Terms of Service.
- 14.4 Severability.** If a court finds part of the Terms of Service illegal, the rest will continue in force. Each of the clauses of the Terms of Service operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 14.5 Waiver.** Even if we delay in enforcing the Terms of Service, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under the Terms of Service, or if we delay in taking steps against you in respect of your breaching the Terms of Service, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to allow you to access and use the DMAT Marketplace, we can still require you to make the payment at a later date.