

These Terms were last updated on: 2nd of November 2022

The Bang & Olufsen DNA Collection – Terms of Use

Welcome to The Bang & Olufsen DNA Collection. These Terms of Use, including any terms and conditions incorporated by reference (collectively, these “Terms”) constitute a binding agreement between you and Bang & Olufsen A/S (referred to as “B&O”, “we”, “us” or “our”) when you access any website offered by us, including www.dna.nft.bang-olufsen.com (the “Website”), any mobile app offered by us, or any other platform we may provide (individually and collectively, the “Platform”) and any features, functions, services, products, rewards, offers, Content (as defined below), materials, or information available on or through the Platform (collectively the “Services”), in existence now or in the future. You are referred to herein as “you” or “your”. Together, you and B&O are referred to herein as “Parties.” The Privacy Policy and Cookie Policy posted at the Website also forms part of these Terms.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY INCLUDE IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. UNLESS YOU OPT OUT, THESE TERMS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES.

In the future, we may change these Terms. If we decide to change these Terms, the effective date will be posted so that you will always know what terms of use apply when you use the Platform or Services.

BY USING THE PLATFORM AND SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE IN YOUR JURISDICTION TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE YOUR ACCESS TO AND USE OF THE PLATFORM AND SERVICES.

You agree not to gain unauthorized access to the Platform or Services, or any account, computer system or network connected to the Platform or otherwise, for example, through hacking, password mining or any other illicit means.

Any breach of these Terms immediately terminates your right to access and use the Platform and Services and all rights and licenses granted to you by these Terms.

1. Linking Your Digital Wallet

(a) You do not have to create an account in order to use or access the Platform. However, in order to access certain Services, including purchasing DNA Collection NFTs or claiming Vials, as described below, you will need to link a digital wallet that is compatible with the Ethereum blockchain and is owned by you to our Services. We do not own or control

any of the digital wallets that we may support, and our support of a specific digital wallet, or a description of how to obtain or use one, should not be interpreted as our endorsement or guarantee of the functionality of that digital wallet. Your use of a digital wallet is at your own risk and subject to the terms and conditions of that digital wallet.

(b) You are responsible for all uses of your digital wallet and for any actions that take place using your digital wallet, whether by you or by another person. You are solely responsible for keeping your digital wallet private key confidential and secure.

2. B&O NFTs

(a) You may purchase or obtain a non-fungible token (“NFT”) from or through us (each, a “B&O NFT”). The following B&O NFTs will be offered by us:

(i) “**DNA Collection NFTs**” are NFTs comprised of renderings of one of four different B&O products, where certain elements such as base, legs, frame, front cover and back cover have been customized with different looks. The result is 1925 unique DNA Collection NFTs. Each DNA Collection NFT is randomly generated, and you will not know the DNA Collection NFT you are receiving upon purchase. Each DNA Collection NFT may be merged with a Vial, as described below, in order to unlock unique artwork or audio that may be associated with the DNA Collection NFT.

(ii) “**Vials**” are NFTs we will make available to DNA Collection NFT holders. There will be two different types of Vials – Art Vials and Audio Vials, which will be randomly selected and made available to the wallet address associated with the DNA Collection NFT (or the B&O Art NFT, as defined below) at the time we determine to offer such Vials. The Art Vial will contain metadata, such as the name of an artist. The artwork associated with the Art Vial will only be revealed upon merging the DNA Collection NFT with the Art Vial on the Website in a defined time window we will specify. By means of the merge process, the artwork associated with the Art Vial will be applied to the surface of the DNA Collection NFT, creating a new NFT and burning the DNA Collection NFT and the Art Vial in the process (the “B&O Art NFT”). The Audio Vial will contain metadata, such as the name of an audio artist. The audio file associated with the Audio Vial will only be revealed upon merging the Audio Vial with your B&O Art NFT on the Website in a defined time window we will specify. By means of the merge process, the audio file associated with the Audio Vial will be added to your B&O Art NFT, creating a new NFT (the “Final NFT”), and burning the B&O Art NFT and the Audio Vial in the process. Additional information on how to merge your Art Vial and Audio Vial will be made available on our Platform.

(iii) Additional information about B&O NFTs is set forth in [Section 3](#) below and in our FAQs on the Website.

(b) All B&O NFTs are minted through a smart contract on the Ethereum blockchain, and recorded on that blockchain. A blockchain is a distributed digital ledger of transactions maintained by a distributed peer-to-peer computer network that cryptographically validates transactions and records such transactions on the ledger. You acknowledge and agree that certain information, including your digital wallet address and the transactions you conduct through that digital wallet address, may be publicly available and viewable on the Ethereum blockchain. Your

B&O NFT can be transferred on the Ethereum blockchain (or another blockchain as technology permits) from one digital wallet address to another digital wallet address.

3. Obtaining your DNA Collection NFT

(a) We may allow individuals to add their wallet to an “allow list” prior to the release of the DNA Collection NFTs. Some or all of those on the allow list may be given the opportunity in our discretion to purchase an NFT before their availability to the general public. Information about the “allow list” can be found on our dedicated Discord channel (www.discord.com/invite/yrBajM5nmP). Our decision regarding which wallets from the “allow list” are eligible to obtain a DNA Collection NFTs is final.

(b) DNA Collection NFTs that are not purchased by those on the “allow list,” will be available to the general public through our Platform when the public sale is announced to go live.

(c) The price for each DNA Collection NFT will be designated in the Ether cryptocurrency (“ETH”) and determined by us. We cannot guarantee that DNA Collection NFTs will be available for purchase at the time you seek to purchase one. We reserve the right to modify the types, prices and number of DNA Collection NFTs available at our discretion.

(d) DNA Collection NFTs are minted directly into the digital wallet you have connected to our Service and through which you made your payment in ETH. We never hold custody nor take ownership or possession of a DNA Collection NFT. You acknowledge and agree that if you decide to purchase a DNA Collection NFT outside of our Platform, as discussed below, such purchases will be entirely at your sole risk. You are responsible for ensuring your digital wallet address has a sufficient amount of the Ether cryptocurrency to cover your purchase as well as any gas fees or third party costs as described in [Section 7](#).

4. Additional Rights

(a) We may in the future make available to B&O NFT holders at selected times determined by us, and at our discretion, certain additional features, services, products, rewards or offers (“Additional Rights”). You acknowledge and agree that: (i) we may never provide or offer any Additional Rights or provide them to all B&O NFT holders; (ii) obtaining Additional Rights may be contingent on certain criteria; (iii) you may not have the opportunity to select or choose your Additional Rights, or any features related thereto; (iii) you may be provided with a limited timeframe in which you may be able to redeem your Additional Rights; and (iii) there may be an additional cost to obtain such Additional Rights. You agree that to the extent Additional Rights are made available by us, additional or conflicting terms and conditions may apply.

(b) Any Additional Rights made available to B&O NFT holders by others than us, including but not limited to the artists behind any of the Vials, are subject to the terms specifically applicable to such Additional Rights.

(c) All announcements related to your B&O NFTs, including your Vials or any Additional Rights, will be made subject to [Section 6](#) below.

5. Secondary Marketplaces and Third-Party Sites

(a) You may decide to purchase, sell, trade, or distribute your B&O NFT on certain smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties that are compatible with B&O NFTs (“Secondary Marketplaces”). B&O NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace. You acknowledge and agree that all B&O NFT purchases, transfers, and sales will be entirely at your sole risk. You acknowledge and agree that we are not a party to any agreement or transaction where you trade on any Secondary Marketplace a B&O NFT which was initially purchased or made available to claim via our Service, whether or not we receive a commission or fee as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other Third-Party Site or service.

(b) These Terms only relate to your use of the Services, and do not relate to any other website or Internet-based services, including Secondary Marketplaces or other websites or browser extensions to which the Services may link (“Third-Party Sites”). References or links to any Third-Party Site are provided for your convenience and information only. Such links should not be interpreted as our endorsement of any Third-Party Site. When you click such link, we may not warn you that you have left our Services and are subject to the terms and conditions and privacy policies of a Third-Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Sites.

(c) We may provide experiences on or integrations with Third-Party Sites that enable online sharing, interaction and collaboration. Any interaction or content provided on such Third-Party Site is subject to the terms and conditions and privacy policies of those Third-Party Sites and related services. We have no control over such Third-Party Sites or related services.

6. Announcements

(a) We may, from time to time, make certain announcements regarding your B&O NFTs, including, but not limited to, the availability of any Vials or Additional Rights, or any other features, functions, services, or offers (“Announcements”). All Announcements will be made by us on either our dedicated Discord channel (www.discord.com/invite/yrBajM5nmP), Twitter account, on our Platform or by another means described in our FAQ on the Website. You acknowledge and agree that it is your responsibility to check these mediums for all Announcements. B&O is not responsible for any missed opportunities related to your Vials or Additional Rights for failure to check Announcements, nor are we liable for the availability of Discord, Twitter, our Platform, or any other means through which our Announcements may be available to you.

7. Payment, Gas Fees and Taxes

(a) Any payments made to us via the Platform will be effectuated through the Ethereum blockchain. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions on the Ethereum blockchain. You acknowledge that B&O has no liability to you or to any third party for any claims or damages that may arise as a result of your payment or sale of any B&O NFT, including, but not limited to, instances where your

payment was not properly processed on the Ethereum blockchain. It is solely your responsibility to confirm that your payment for a DNA Collection NFT through our Platform has been accepted. We do not provide refunds for any purchases that you might make on or through the Platform.

(i) **Waiver:** You agree that when you purchase a B&O NFT from our Platform, the B&O NFT has been minted and recorded on the blockchain and you agree that thereafter you have no, and expressly waive any, right of withdrawal or other right to refund your purchase.

(b) If you sell your B&O NFT via a Secondary Marketplace, we may impose a transaction fee of ten percent (10%) from your final sale price. This is in addition to any fees the Secondary Marketplace may charge any fees described in Section 7(c). Such transaction fee is subject to change. Please check these Terms at the time of sale to see if this percentage has changed.

(c) Every transaction on the Ethereum blockchain requires the payment of a transaction fee known as a “Gas Fee”. Other than as expressly stated by us, you are solely responsible for all payments, fees, and costs, including but not limited to Gas Fees, associated with your use of the Services, including your purchase of a DNA Collection NFT and when you claim or merge your Vial. Further, any time your B&O NFT is purchased or transferred on a Secondary Marketplace, you may incur Gas Fees or other transaction costs. Gas Fees are paid to the network of computers that operate the Ethereum blockchain and are not paid to B&O. Please note that Gas Fees often fluctuate based on a number of factors.

(d) You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the “Taxes”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including Gas Fees) made to us pursuant to these Terms.

8. Ownership and Intellectual Property

(a) “Digital Works” refers to any media, software, materials, design, text, images, photographs, illustrations, animation, audio and video material, media files, artwork, graphic material, databases, proprietary information, sound recordings, voices, graphics and visual effects, and any other content and any accompanying documentation included with or associated with a B&O NFT. The Platform, Services, Digital Works, and all tangible or intangible property or rights associated therewith, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all intellectual property rights therein (all of the foregoing, individually and

collectively, the “Content”), are the property of B&O and/or where applicable, its licensors or suppliers.

(b) You are hereby granted a limited license (without the right to sublicense) to access, listen to and use the Content solely for (i) your personal, non-commercial use or (ii) in connection with any of the Third-Party Sites authorized by us pursuant to the Additional Rights that may be granted to you, and to transfer your Digital Work only in connection with the sale or transfer of your B&O NFT; provided that you keep all applicable copyright or other proprietary notices intact. Nothing in these Terms shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth in these Terms. Nothing in these Terms shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth in these Terms.

(c) For each B&O NFT you obtain from us or from a Secondary Marketplace, you have full ownership rights in the B&O NFT, including the right to store, sell and transfer your B&O NFT. However, you acknowledge and agree that your B&O NFT does not provide you any rights, express or implied, in (including, without limitation, any copyrights or other intellectual property rights in or to) the Digital Work associated with the DNA Collection NFT other than the limited license set forth above. You do not have the right to distribute or commercialize the Digital Work without our explicit prior written authorization. This means, for example, that you cannot post or stream any Digital Work on any platform or service where it will be accessible by others, unless otherwise permitted under these Terms. Your rights and interest in your DNA Collection NFT and its associated Digital Work will immediately terminate upon any subsequent sale, transfer, dispossession, burning, or other relinquishment of your B&O NFT.

(d) Any use of the Content other than as expressly authorized herein, without the prior explicit written permission of B&O, is strictly prohibited and shall immediately terminate your right to access and use the Services and all rights and licenses granted to you by these Terms. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes.

(e) The trademarks, service marks, trade names and logos, including BANG & OLUFSEN, and any third-party marks used and displayed through the Services are trademarks of B&O, its licensors, affiliates or sponsors, and may not be used by you other than to factually describe your B&O NFT when listing it for sale or distribution or for non-commercial purposes.

(f) The artwork, audio, page headers, custom graphics, button icons, style sheets and scripts that contribute to the “look and feel” of the Platform and Services are service marks, trademarks and/or trade dress of B&O and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by B&O in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits B&O.

(g) You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, about how to improve the Platform or Services through the email address provided at the end of these Terms (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without

additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

(h) You agree not to circumvent, disable or otherwise interfere with security-related features of the Platform that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content. By accessing our Platform, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

9. Acknowledgments and Assumptions of Risk

(a) You acknowledge and agree that:

(i) There are risks associated with purchasing, acquiring, claiming, transferring holding, and using your B&O NFT, and such risks rest entirely with you. By purchasing, holding and using a B&O NFT, you expressly acknowledge and assume all risks including, but not limited to: forgotten passwords; inability to access or use your digital wallet for any reason; mistyped addresses or improperly constructed instructions when transmitting or receiving B&O NFTs or any cryptocurrency; errors in the smart contract that mints B&O NFTs; errors in the B&O NFTs; errors in our Platform or Services; inability to access or transfer a B&O NFT, or claim or merge a Vial with a DNA Collection NFT or B&O Art NFT, as applicable; inability to use, access, copy, or display the Digital Work; missed opportunities related to claiming a B&O NFT or Additional Right; blockchain malfunctions or other technical errors; server failure or data loss; telecommunications failures; unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies); taxation of NFTs or cryptocurrencies; uninsured losses; unanticipated risks; volatility risks in the value of B&O NFTs and cryptocurrencies; cybersecurity attacks; weaknesses in B&O's security; personal information disclosure; unauthorized access to applications; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Ethereum blockchain (i.e., "forks"), or other means of attack that affect, in any way, the B&O NFTs or the Digital Work (the foregoing, collectively, "Platform Risks"). If you have any questions regarding these risks, please contact us at the email address provided at the beginning of these Terms.

(ii) You have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Terms and to appreciate the risks and implications of purchasing a DNA Collection NFT or holding, claiming, or merging a Vial or any B&O NFT.

(iii) We do not provide any application or other service to receive, access, view, play or display your Digital Work, other than as may be provided herein, and do not guarantee you will be able to do so. It is your responsibility to procure a digital wallet or other means to allow for you to access, play or view your Digital Work, as applicable, and to store the requisite private key(s) or other credentials necessary to access your digital wallet or other technologies. If your private key(s) or other access credentials are lost, you may lose access to your B&O NFT. We are

not responsible for any such losses, including, but not limited to, losses arising from third-party service providers.

(iv) We are not responsible if your Digital Work, as applicable, becomes inaccessible to you for any reason, or for any modifications or changes to your Digital Work, including any deletion, removal, or inaccessibility on our Platform or otherwise. Further you acknowledge and agree that we may use decentralized storage systems to store the Digital Work, and we are not responsible for any risks that may be presented by such storage systems. You acknowledge that the Digital Work, as applicable, can be copied and distributed and that we cannot guarantee that additional copies of the Digital Work, as applicable, associated with your DNA Collection NFT will not be created by others. You also acknowledge and agree that we or any third party on our behalf could make additional copies of, and distribute, the Digital Works associated with your B&O NFT and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in the Digital Work.

(v) If you elect to sell your B&O NFT, or purchase one on a Secondary Marketplace, you do so at your own risk, and we have no liability in connection with such sale nor the price at which you decide to sell or purchase a B&O NFT.

(vi) Your B&O NFTs exist only by virtue of the ownership record maintained on the Ethereum blockchain. Any transfer of B&O NFTs occurs within the Ethereum blockchain and not on the Service or Platform.

(vii) There are risks associated with using an Internet-based currency, including, but 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 digital wallet. Further, you acknowledge and agree that your B&O NFT may be lost, stolen or compromised due to bad actors or exploitations on Ethereum or B&O systems. You also acknowledge and agree that bad actors may attempt to impersonate you, create counterfeit versions of your B&O NFT, sell replicas of your B&O NFT or misuse content associated with or linked to your B&O NFT.

(viii) There is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. You acknowledge that you are complying with all applicable laws and regulations in your jurisdiction in connection with obtaining a B&O NFT from us, and that new regulations or policies may materially adversely affect the development of our Platform, Services and the potential utility, value or ability to use, transfer, or sell your B&O NFT.

(ix) Upgrades to the Ethereum blockchain, a hard fork in the Ethereum blockchain, or a change in how transactions are confirmed on the Ethereum blockchain may have unintended, adverse effects on all blockchains using the Ethereum blockchain's NFT standard, including the Platform.

(x) These Terms apply only to the B&O NFTs on the blockchain that B&O, in its sole discretion, may designate, which designation shall apply retroactively. Therefore, if, for example, a fork or other event purports to result in duplicate B&O NFTs, only the NFT recorded on the blockchain designated by B&O will be eligible to receive the benefit of these Terms. Any

license purportedly granted hereunder to an owner of an NFT recorded on a blockchain not designated by B&O is void ab initio.

(xi) You acknowledge and agree that (i) B&O NFTs are intended and offered solely for consumptive purposes and not as an investment, or for speculation, or financial gain; (ii) we cannot guarantee that any B&O NFT will maintain its original value or functionality; (iii) acquisition of a B&O NFT does not entitle you to any equity or ownership interest in any entity, project, or endeavor; (iv) you may be unable to resell your B&O NFT and (v) no representations are made as to the financial value of any B&O NFTs (if any).

10. Restrictions on Use

(a) You agree that you may not, nor permit any third party to do or attempt to do any of the following without our (or, as applicable, our licensors') express prior written consent in each case:

(i) modify any Digital Work in any way, including, without limitation, the shapes, designs, drawings, attributes, sound or color schemes; (ii) use any Digital Work to advertise, market, or sell any third-party product or service; (iii) use any Digital Work in connection with images, sounds, 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 any Digital Work in movies, videos, or any other forms of media, except to the limited extent that such use is solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of any Digital Work; (vi) attempt to trademark, copyright, or otherwise acquire intellectual property rights in or to any Digital Work; or (vii) otherwise utilize any Digital Work for your or any third party's unauthorized commercial benefit.

11. Your Warranties

(a) You agree that you are responsible for your own conduct while accessing or using the Platform and Services, and for any consequences thereof. You agree to use the Platform only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. You warrant and agree that your use of the Platform and Services will not (and will not allow any third party to), in any manner, involve:

(i) sending, uploading, distributing or disseminating any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) the distribution of any viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) uploading, posting, transmitting or otherwise making available through the Platform or Services any content that infringes the intellectual proprietary rights of any party; (iv) using the Platform or Services to violate the legal rights (such as rights of privacy and publicity) of others; (v) engaging in, promoting, or encouraging illegal activity (including, without limitation, money laundering); (vi) interfering with other users' enjoyment of the Platform or Services; (vii) exploiting the Platform or Services for any unauthorized commercial purpose; (viii) modifying, adapting, translating, or reverse engineering any portion of the Platform or

Services; (ix) removing any copyright, trademark or other proprietary rights notices contained in or on the Platform or Services or any part of it; or reformatting or framing any portion of the Platform or Services; (x) displaying any content on the Platform or through the Services that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights; (xi) using any spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or Services, or to collect information about its users for any unauthorized purpose; (xii) accessing or using the Platform or Services for the purpose of creating a product or service that is competitive with any of our products or services; (xiii) abusing, harassing, or threatening another user of the Platform or Services or any of our authorized representatives; (xiv) using any abusive, defamatory, ethnically or racially offensive, harassing, harmful, hateful, obscene, offensive, sexually explicit, threatening or vulgar language when communicating with another user of the Platform or Services or any of our authorized representatives; (xv) impersonating another person (via the use of an email address or otherwise); or (xvi) acquiring B&O NFTs through inappropriate or illegal means.

12. General Disclaimers

(a) B&O MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE B&O NFTS, THE DIGITAL WORK, OR ADDITIONAL RIGHTS, OR THE PLATFORM OR SERVICES, INCLUDING ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, TECHNICAL OPERATION OR PERFORMANCE, DESCRIPTION, QUALITY (INCLUDING A B&O'S DIGITAL DISPLAY), CONDITION, ATTRIBUTION, AUTHENTICITY, SCARCITY, IMPORTANCE, MEDIUM, PROVENANCE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. EACH B&O NFT AND EACH DIGITAL WORK OR ADDITIONAL RIGHT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, UNLESS EXPRESSLY SET FORTH IN ADDITIONAL TERMS AND CONDITIONS. EXCEPT AS IS REQUIRED BY LOCAL LAW, ANY WARRANTY OF ANY KIND IS EXCLUDED BY THIS SECTION 12(a).

(b) WITH RESPECT TO THE PLATFORM AND SERVICES, B&O IS A PLATFORM PROVIDER. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY.

(c) We are not responsible to you for any reason (whether for breaching these Terms or any other matter relating to your B&O NFT or any Additional Rights) other than in the event of fraud or fraudulent misrepresentation by us or other than as expressly set out in these Terms. We have no responsibility to any person other than the person that obtains a B&O NFT on this Platform or directly by us.

(d) Neither we nor you will be responsible for any failure to meet any obligation which we or you have under these Terms which is caused by circumstances beyond our or your reasonable control. This includes, but is not limited to fire, flood, natural disasters, armed conflict, terrorist attack, labor matters, pandemic, technology, or telecommunications failures, cyberattacks, or any unauthorized third-party activities.

(e) We will not be responsible or liable to you or any other party for errors or failures to execute any transaction related to obtaining your B&O NFT or any Additional Right, including, without limitation, errors or failures caused by: (i) your failure to follow our instructions; (ii) any loss of connection to our Platform or Services unless caused by our gross negligence; (iii) a failure of any software or device used by you to obtain your B&O NFT; or (iv) for any other failure to execute your B&O NFT transaction (including due to insufficient funds to cover the Gas Fees or claiming or merging your Vial) or for errors or omissions in connection with this activity unless caused by our gross negligence.

(f) B&O makes no representation that B&O NFTs or any Services are legal or appropriate for use in any specific country or whether they may be exported from or imported into any specific country. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of any jurisdiction from which you may access the Platform.

(g) B&O cannot and does not guarantee the Platform or Services will be available and B&O may experience hardware, software, or other problems or need to perform maintenance related to the Platform or Services, resulting in interruptions, delays, or errors. B&O reserves the right to change, revise, update, suspend, or discontinue or otherwise modify the Platform or Services and related applications, programs and services at any time and without prior notice (except as required by applicable law), and B&O will not be liable to you should it exercise such rights, even if your ability to display, use, merge, sell or resell your B&O NFT is impacted by the change.

13. Limitation of Liability

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT WILL B&O BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION); AND (II) ANY DAMAGES ARISING FROM ANY PLATFORM RISKS, ARISING OUT OF OR IN ANY WAY RELATED TO THE SALE OR USE OF B&O NFTS, ANY ADDITIONAL RIGHTS, OR CRYPTOCURRENCIES OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF B&O HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

(b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF B&O TO YOU, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE OWNERSHIP OF THE B&O NFTS, EXCEED ONE HUNDRED DOLLARS (\$100).

(c) THE LIMITATIONS SET FORTH IN THIS SECTION 13 WILL NOT LIMIT OR EXCLUDE LIABILITY TO THE EXTENT SUCH LIMITS OR EXCLUSIONS ARE PROHIBITED BY LAW.

14. Release

(a) To the maximum extent permitted by applicable law, you hereby release and waive all claims against B&O and its affiliates, licensors, suppliers and sponsors, and each of their respective directors, officers, agents, contractors, partners, advisors, employees, licensors, content creators, and suppliers from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with your use of the Platform or Services or obtaining a B&O NFT.

(b) To the extent that you do have any claims against B&O, you agree that: (i) any and all disputes, claims and causes of action against B&O arising out of or connected with your use of the Platform or Services shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees.

15. Indemnification

(a) You agree to indemnify and hold B&O, its affiliates, licensors, suppliers and sponsors, and each of their directors, officers, employees and agents harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of your breach of these Terms; your violation of laws, rules or regulations; your violation of any intellectual property right or other rights of another party; or your misuse of the Platform or Services. The foregoing defense and indemnification obligation will survive these Terms and your use of the Services. You acknowledge and agree that B&O may, at its option, control the defense or settlement of any such claims.

16. Termination

(a) We reserve the right, in our sole and exclusive discretion, to refuse, suspend, restrict or terminate your access to the Platform or Services, or any portion thereof, without notice and for any reason or no reason. You acknowledge that we have the right, but not the obligation, to suspend or terminate your access to all or part of the Platform or Services: at the request of law enforcement or other government agencies; if the Platform or Services are discontinued or materially modified; upon the occurrence of any technical or security issues or problems; if you engage in any conduct that we believe, in our sole and exclusive discretion, violates any provision of these Terms or other incorporated agreements or guidelines or violates the rights of B&O or third parties; or upon any breach by you of these Terms.

17. Disputes; Governing Law; Choice Of Forum

(a) YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

(b) Any dispute or claim arising out of or relating to these Terms, including any question regarding its existence, validity or termination, shall be referred to and resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein. The number of arbitrators shall be one who shall be selected by B&O. The seat, or legal place, of arbitration shall be New York, New York. The language to be used in the arbitral proceedings shall be English. The governing law of the Terms shall be the substantive laws of the State of New York, applicable to contracts made, executed and wholly performed in that State. B&O reserves the right to seek an in-person or video hearing from the arbitrator. Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action or on purported behalf of the general public. If any of the prohibitions on non-individualized relief, such as a claim or request for public injunctive relief, is found to be unenforceable after exhaustion of all appeals (or if the decision is otherwise final), then the parties agree that such a claim or request for relief shall be decided in court and stayed pending arbitration of all other claims and requests for relief. If for any reason a claim proceeds in court rather than in arbitration you and we each waive any right to a jury trial to the fullest extent permitted by law. You or we may bring suit in court on an individual basis only, and not in a class, consolidated or representative action, to apply for preliminary injunctive remedies. You may bring any such suit for preliminary injunctive remedies only in the courts of the State of New York. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and B&O shall be responsible for their respective attorneys' fees and expenses.

(c) Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

18. Miscellaneous

(a) If any provision of these Terms is found to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

(b) These Terms and the Privacy Policy on the Website represent the entire agreement between you and B&O relating to your right to access and use the Platform or Services and supersede any and all prior or written or oral agreements between you and B&O with respect to such subject matter.

(c) No waiver by B&O of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver by B&O must be in writing signed by B&O.

(d) These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, other than in connection with your sale of a B&O NFT, without the prior written consent of B&O. These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. No provision of these Terms provides any person or entity not a party to these Terms with any remedy, claim, liability, reimbursement or cause of action, or creates any other third-party beneficiary rights.

Thank you for using our Platform and Services. If you have any questions regarding these Terms, the Platform, or the Services, please contact us by email legal@bang-olufsen.dk.