

# NFT TERMS AND CONDITIONS

NFT Terms and Conditions describe the basic rights and obligations of the Token holder of the NFT issued by the company AM ANTIUS MANAGEMENT SERVICES L.L.C related to real estate property located in destinations specified for each NFT in the description of the NFT. The rights of the Token holder of the NFT are stipulated in this NFT Terms and Conditions document.

## 1. Basic Provisions

- 1.1. Issuer of NFTs and Performance Characteristics. AM ANTIUS MANAGEMENT SERVICES L.L.C, having registered office at 23 Floor, Boulevard Plaza, Tower 2, Downtown, Dubai, UAE, PO box: 418695 (hereinafter as the “**Company**”), offers participation in share of profits from real estate and other selected rights related thereto through tokenization of property; the Company is the issuer of NFTs related to the real estate specified by the Company, (hereinafter as the “**Performance**”). The Company reserves the right to change, at its sole discretion, the scope and terms and conditions related to the provided Performance.
- 1.2. Website. The Company promotes and describes its Performance through the website <https://www.amantius.io/> (hereinafter as the “**Website**”).
- 1.3. Terms and Conditions. These NFT Terms and Conditions (hereinafter as the “**TC**”) govern rights and obligations between Token holders of NFTs (as defined below in Article 1.6) and the Company.
- 1.4. Official Application. The Company may unilaterally specify the official application for offering and delivering NFTs. The official application may also be used, in particular, for holding NFTs (as defined below in Article 1.6) and for exercising the rights of Token holders (as defined below in Article 1.6). As of the effective day of these TC, the only official application is the “Wexopay Crypto Payments” (hereinafter as the “**Official App**”). The Company reserves its right to change the official application at any time in the future. Users and Token holders (as defined below in Article 1.6), acknowledge that the Official App is not operated by the Company.

1.5. AML/KYC Compliance. The Company may require any information and/or documents from Users and Token holders (both defined below in Article 1.6) in order to fulfil AML/KYC compliance.

1.6. Definition of Selected Terms.

**Bitcoin:** Bitcoin (BTC) is a decentralized digital currency, without a central bank or single administrator, that can be sent from user to user on the peer-to-peer Bitcoin network. Bitcoin forks, including but not limited to Bitcoin Cash, are expressly excluded from this definition, and they are not considered “Bitcoin” for the purposes of these Terms and Conditions.

**Blockchain Record:** All data, including metadata, related to an NFT recorded on the Polygon or Ethereum Blockchain, or other blockchain selected by the Company in the future.

**Contracting Parties:** The Contracting Parties shall mean the Company, and the Token holder of any NFT, as defined in this Article. A “Contracting Party” indicates either the Company or the Token holder.

**Marketplace:** A website on which its users can buy and sell NFTs. As of the effective day of these TC, the website “Wexo NFT Marketplace” available at <https://nft.wexopay.com> is to be considered the Marketplace in scope of these TC. The website of the Marketplace may be unilaterally changed by the Company in the future.

**User:** Every person who uses the Marketplace, the Website, and/or the Official App.

**NFT:** NFT means a non-fungible token consistent with the Polygon or Ethereum NFT standard, or other NFT standard selected by the Company, issued by the Company, which is a unique controllable digital record stored in the Polygon or Ethereum Network, or other network selected by the Company. The NFT contains metadata referring to information about the extent of the rights to use Property related to the token and rights of its holder in relation to the Company. All rights listed in the metadata are strictly for informational purposes only.

**Property:** Property specified by the Company, listed on the Website. The Property may be described in detail by the name of the apartment, by its floor area, arrangement, characteristics, furnishing and location.

**Token holder:** Every person who holds an NFT. A person is considered a Token holder if holding his/her private keys to the NFT, or if holding the NFT via the Official App. In case the Company holds the private keys for a User of the Official App and/or of the Marketplace, such User is considered a Token holder, not the Company.

## **2. Token holder's Rights in General**

- 2.1. Determination of Token holder's Rights. Rights of a Token holder related to the NFT shall be governed by these TC. The Token holder acknowledges that any information included in metadata of an NFT is to be considered of informative nature and is not binding.
- 2.2. Specification of General Token holder's Rights. The rights of a Token holder are specified by these TC. The Token holder acknowledges that the scope and conditions for exercising any of his/her rights related to the NFT may be further unilaterally specified by the Company and may change in the future. The Company may also unilaterally grant Token holders rights not yet specified in these TC.
- 2.3. No Ownership Rights. The Token holder is in no way entitled to any ownership rights to the Property, including any co-ownership rights to the Property that may arise according to the applicable law. This applies to holding an NFT and/or to contractual relations between the Token holder and the Company.
- 2.4. Equal Rights. Each of the NFTs related to the same Property bears equal rights.
- 2.5. Owning of Multiple NFTs. Users and Token Holders are entitled to hold multiple NFTs related to the same and/ or different Property.

## **3. Right to Use the Property**

- 3.1. Token holder's Entitlement. The Token holder shall be entitled to use the Property in a way unilaterally determined by the Company. The Company may further set forth terms and conditions applicable when the Property is used by the Token

holder, such as Property operational rules or any other relevant document issued by the Company governing use of the Property.

- 3.2. Transfer of Token holder's Right. The Token holder may transfer his/her rights to use the Property to another natural person. The Company may unilaterally allow a transfer of the right to an entity. The Company reserves the right to prohibit transfer of the right at any time. The Company may further unilaterally determine formal requirements for the transfer of the Token holder's right defined in this Article.
- 3.3. Timeframe for Exercising the Right. The Token holder may exercise his/her right to use the Property within a certain timeframe, as set forth by the Company. Unless stated otherwise, after passing of this timeframe, the Token holder forfeits the right to use the Property. The same applies when the right is transferred to another person in accordance with Article 3.2.
- 3.4. Alternative Exercise of the Right. The Company may at its sole discretion offer the Token holder an alternative Property to use instead of the Property related to the Token holder's NFT, in case the primary Property is not available to be used during time preferred by the Token holder.

#### **4. Right to Vote**

- 4.1. Token holder's Entitlement. Token holder is entitled to vote on the Property management as specified in these TC; and the Token holder acknowledges that he/she can vote only in the specified cases. The Company may unilaterally modify the scope of Property management on which the Token holders may vote.
- 4.2. Suspension of Right to Vote. The Company reserves the right to unilaterally suspend the right to vote on the Property of the Token holder against whom the Company has an unsettled claim due. The right to vote may be resumed once the claim is settled.
- 4.3. Voting Method. The Token holder may exercise his right via the Official App, unless otherwise specified by the Company. The voting method and formal procedure for voting may be specified in detail by the Company.
- 4.4. Voting Period. The voting period shall be one week, unless otherwise stated by the Company.

- 4.5. Initiation of the Vote. Any Token holder may initiate voting. The Company may initiate the voting at any time. The formal procedure for initiating of voting may be further specified by the Company.
- 4.6. Decision Making. Decisions are made by a qualified majority of votes of the participating Token holders entitled to vote. For one NFT there shall be one vote, unless specified otherwise by the Company. The qualified majority shall be 13 votes in total. The qualified majority may be modified by the Company in the future. The Company may modify the qualified majority with the effect for particular voting only if such voting has not yet started.
- 4.7. Final Decision. A decision is considered final once both the period of time given to vote has passed and the qualified majority of the votes has been met. The Token holder hereby declares that he/she will respect the final decision and will not question the final decision in any way.
- 4.8. Suspension of Decision to Sell the Property. Should there be a risk of significant harm or a risk of an unlawful act when selling the Property, the Company may suspend the final decision to sell the Property until there is no such risk.
- 4.9. Abstention from Voting. In case a Token holder did not exercise his/her right to vote within a period of time given by the Company for voting, the Token holder is considered to have abstained from voting. His/her vote is therefore considered neither a vote “for” nor a vote “against” the decision considered in the voting.

## **5. Right to Receive Payment for Sold Property**

- 5.1. Token holder’s Entitlement. Token holders are entitled to receive payment once the Property related to the Token holder’s NFT is sold. The Company will not pay the Token holder prior to receiving payment for the sold Property.
- 5.2. The Company’s Right to Sell the Property. The Company reserves the right to sell any Property related to the issued NFTs at its sole discretion at any time. The Company’s decision to sell the Property is independent of the decision of the Token holders, and does not require an approval from the Token holders in any form.
- 5.3. Information Duty of the Company. The Company is obliged to inform Token holders about the sale of the Property related to their NFT.

- 5.4. Payment for Sold Property. When the Property is sold in accordance with the final decision (as described in Article 4.7), Token holders are entitled to receive a share of the profit from the sale of the Property. The Token holders acknowledge that profit share is paid as net, i.e., after deducting all applicable fees (which will include a 5 % fee to the Company) and costs associated with the sale of the Property. The payment to the Token Holder is arranged in the way further specified by the Company.
- 5.5. Offer Made to Token holders Voting Against the Sale of Property. The Company may offer other performance instead of payment of the share (as described in Article 5.2) to Token holders voting against the sale of the Property related to their NFT. The performance may include, but is not limited to, an NFT related to other property. Should this Token holder accept in writing, specifically, but not limited to, by replying to an email, accepting the offer in an on-line chat, or by accepting the offer in the Official App, the Company is entitled to the share of this Token holder; and this Token holder is entitled to receive agreed alternative performance.

## **6. Right to Bid for the Property**

- 6.1. Token holder's Entitlement. The Token holder has the right to bid for the Property related to his/her NFT. The Token holder bids to the Company via the Official App or by the contact e-mail of the Company or by any other means defined by the Company.
- 6.2. Evaluation of Offers. When selling the Property, the Company shall evaluate all offers made to the Company including any possible offer made by any Token holder of the NTF related to the Property within the time period, as given by the Company at its sole discretion. The process of evaluating the received offers is held solely by the Company, Token holders of the NFT related to the Property take no part in this process in any way.
- 6.3. Reservation of Better Offer. The Company reserves the right to accept a better offer made to the Company by a third person. Better offer may mean an offer with higher bid price for the Property or an offer on better terms. The Company evaluates offers at its sole discretion.

6.4. Renewed Offer. The Token holder of the NFT related to the Property may repeatedly make an offer to the Company, provided the Token holder has been asked by the Company.

## **7. Right to Share of Rental Income from Property**

7.1. Token holder's Entitlement. The Token holder is entitled to receive a share of rental income from the Property related to the Token holder's NFT. The Token holder shall receive a payment of the share only if the net revenue of the rental of the Property is positive.

7.2. Determination of Share. The specific amount of the Token holder's share is determined by the Company. The amount corresponds to the percentage share of each Token holder of the net revenue of the rental of the Property. The right to share applies only for income from renting the Property. No other income-generating part of the Company's conduct of business shall be included in the share. May there be other source of income from the Property in the future, the Company may include it in the Token holder's share at its sole discretion.

7.3. Expenses Related to the Property. The expenses related to the Property include particularly: cleaning and repair expenses; legal expenses; federal and local fees; and any other expenses associated with operating and owning the Property. The expenses shall be fully deducted from the income related to the Property.

7.4. No Guarantee. The Company does in no way guarantee a positive balance of the Token holder's share. The Token holder acknowledges that the share may be either positive or negative.

## **8. Right to Receive Insurance Payment**

8.1. Token holder's Entitlement. The Token holder is entitled to receive a share of an insurance payment which the Company duly receives as a final form of a compensation in cases of a complete destruction of the Property (as defined below in the Article 8.2).

8.2. Complete Destruction of Property. The complete destruction of the Property means that the Property ceases to exist, and/or can no longer fulfil its function as real estate. This may include, but is not limited to, the destruction of the building in which the Property is located, or part thereof.

- 8.3. No Insurance Payment in Excluded Cases. All other insurance events which do not fulfil the definition set forth in the Article 8.2, are not considered a complete destruction of the Property. In such cases, the Token holder is in no way entitled to receive any insurance payment from the Company. The Company may at its sole discretion entitle the Token holder to receive an insurance payment in excluded cases.
- 8.4. Net Payment. The Token holder's share of the insurance payment is paid as net, meaning the Company will deduct all applicable expenses and costs from the final amount received. Deductible expenses may include, but are not limited to, any related expenses from the moment of the insurance event to the moment of the final insurance payment, e.g., legal expenses, administrative costs, and local fees.
- 8.5. No Right to Interfere. The Token holder hereby acknowledges that he/she has no right to interfere, in any way, in the process of any legal or other proceedings related to the payment of insurance.

## **9. Right to Discounted Rental**

- 9.1. Token holder's Entitlement. The Token holder is entitled to a discount when booking a Property through third party platforms and/or applications offering primarily short-term rentals, outside the scope of the provisions of Article 3.
- 9.2. Discount Amount. The amount of the discount is unilaterally determined by the Company and may change at any time in the future. The Company informs the Token holder about the amount by using an electronic form of communication, such as, but not limited to, the Website, or the Official App or in any other way stated by the Company.
- 9.3. No Pay-outs. The Token holder is in no way entitled to claim payment of the amount corresponding to the discount.
- 9.4. Third Party Conditions. The Token holder acknowledges that there can be terms and conditions other than these TC that may apply when booking a Property outside the scope of the provisions of Article 3; and the Company is not liable for any interference of such third party's terms and conditions with the discount to which the Token holder is entitled by Article 9.1. In the event of a conflict between

these TC and third party's terms and conditions, the third-party provisions shall prevail.

- 9.5. No Guarantee of Availability. The Company does in no way guarantee that a Property is available for booking at any given time, in case the discount is used by the Token holder.

## **10. Guaranteed Buy-back**

- 10.1. General Terms for Buy-back of NFTs. The Company guarantees buy-back for total of 2 (two) out of 20 (twenty) NFTs for each Property every calendar year, as it may be further described on the Website. The buy-back is guaranteed on the "first come, first served" basis. Any Token holder can exercise the right to have his/her NFT bought back by the Company, unless the maximum number of 2 (two) NFTs for each Property in one calendar year have already been bought back by the Company.

- 10.2. Buy-back Price. The buy-back price shall be the initial purchase price of the NFT, unless otherwise unilaterally stated by the Company.

- 10.3. Temporal Conditions. The Token holder may not exercise his/her right of buy-back prior to the three years anniversary of the purchase of the NFT, unless otherwise specified by the Company. The Company reserves its right to contact any Token holder and offer him/her a buy-back beyond the provisions of these TC.

## **11. Applicable Fees**

- 11.1. Transaction Fees. The Token holder acknowledges that the Company may charge him/her transaction fees for operations related to NFTs based on the fee structure of the blockchain protocol used for NFTs. The transaction fees may vary according to the current blockchain network utilization.

- 11.2. Fees from the Company. The Company may charge Users and Token holders fees. Each time a User or a Token holder is to be charged a fee, the Company may inform him/her about the fee before processing of the transaction.

## **12. Payment Methods**

- 12.1. Primary Payment Method. The primary payment method for the purchase of NFTs is Bitcoin. The primary payment method may be changed by the Company at any time in the future without further notice.
- 12.2. Alternative Payment Methods. As an alternative payment method, Users and Token holders can use a wire transfer in Euro (hereinafter as “**EUR**”) and UAE dirham (hereinafter as “**AED**”).
- 12.3. Alternative Payment Method Fees. For payment in EUR, the Company applies a 2% fee. Users and Token holder are charged the fee based on the total amount transferred, unless otherwise specified by the Company.
- 12.4. Bank and Other Fees. Any other fees on the side of Users and Token holders, including but not limited to, bank fee and credit card provider fee are charged to the User and/or the Token holder only. The Company reserves its right to halt any transaction for which the fees were not duly paid by the User and/or the Token holder.

## **13. Secondary Market**

- 13.1. Outside Sale of NFTs. Selling, reselling or any other legal actions leading to alienation of rights of a Token holder outside the Official App and/or the official secondary market, as defined by the Company in these TC, are prohibited. The Company reserves its right to authorize selling, reselling and/or related legal actions in writing in individual cases.
- 13.2. Rules for Secondary Market. The Company may unilaterally allow selling NFTs on a secondary market with terms and conditions that would apply. The Company may unilaterally state that no terms and conditions apply for selling NFTs on a secondary market. Such exemption from terms and conditions shall be explicit and stated officially by the Company.
- 13.3. Official Secondary Market. The Company may determine an official secondary market for the NFTs in the future, other than the Marketplace set forth in Article 13.1. There may be more than one official secondary market on which NFTs can be sold, resold or otherwise disposed of by their Token holders. The Company may grant a written exemption from this provision to individual Token holders.

## **14. Sale of NFTs**

- 14.1. First Sale of NFTs. The Company reserves the right to enable selling of NFTs on the Marketplace at its sole discretion. Token holders acknowledge that they will not be able to sell their NFTs on the Marketplace prior to the moment of enabling the sale of NFTs.
- 14.2. Placing NFTs for Sale. Once enabled by the Company (as set forth in Article 14.1), a Token holder may place his/her NFT for sale on the Marketplace.
- 14.3. Sale to the Highest Bidder. The Token holder shall sell his/her NFT placed for sale on the Marketplace to the highest bidder, unless stated otherwise by the TC and/or the Company. The Company reserves the right to suspend and/or cancel any NFT sale at its sole discretion, including but not limited to cases of potentially fraudulent transactions.
- 14.4. Offer Made by the Company. The Company is entitled to make an offer to any Token holder to buy his/her NFT at any time. The offer is primarily placed via the Marketplace or the Official App, nonetheless making this offer by any other means does not invalidate the offer.
- 14.5. Difference in NFT Price. The Company reserves the right to alter the initial prices of NFTs to individual Users. This includes, but is not limited to, making special offers by the Company to specific Users and/or Token holders.
- 14.6. Conclusion of the Contract. The sale of an NFT shall be deemed as concluded once the User buying the NFT confirmed these TC.

## **15. Burn of NFTs**

- 15.1. Burn of NFTs in case of Sale of Property. The Company may burn the NFTs related to the Property that has been sold. In specific cases, the Company may decide not to burn the NFTs.
- 15.2. Token holder's Obligation to Cooperate. The Token holders concerned are obliged to provide full assistance needed to secure the process of burning the NFTs concerned.

15.3. Miscellaneous Cases of Burn of NFTs. The Company may burn the NFTs related to the Property which ceased to exist or is otherwise temporarily or permanently incapable of being used.

## **16. Company Intervention**

16.1. Company Intervention in General. In case of high necessity, the Company may intervene and remedy the situation by correcting the Blockchain Record, the Official App, and/or the Marketplace especially the following information: the name (and/or nickname) of the Token holder, the number of NFTs held by the Token holder, and other information specifying the ownership of the NFTs.

16.2. Cases of High Necessity to Intervene. Cases of high necessity include, but are not limited to: hacker attacks, Polygon or Ethereum (or any other selected blockchain) network outage, compromising of data related to Token holders, the Company and/or NFTs, and any other cases in which there have been an unauthorized alteration, distortion, and/or deletion of data and which caused a discrepancy between the actual and recorded state of affairs.

## **17. Licence and Use of the Website**

17.1. Reservation of Rights. The Company is the owner of all rights to the Website, especially copyright to the content, including the layout of the pages, texts, photos, films, graphics, trademarks, logos and other content and features. The Website or a part thereof must not be copied, modified or otherwise used in contradiction with the purpose thereof without the Company's consent.

17.2. No Interferences. The Company is not liable for any errors occurred due to any interferences in the Website by third persons or use of the Website contrary to the purpose thereof. When using the Website, the User must not carry out any procedures that might have an adverse effect on the operation of the Website, and the User may not perform any activities that might enable him/her or third persons to make unwarranted interferences or misuse the Website or parts thereof in a manner that would contradict the purpose of the Website.

## **18. Confidentiality**

18.1. Confidential Information. Without the Company's written consent, the User may not disseminate or provide the Company's confidential information to any third persons; the confidential information shall include any information or facts relating to the Company's activities, know-how, the Performance delivered, technical and business procedures, business strategies and business contacts.

18.2. Public Information. The duty of confidentiality shall not apply to information that is publicly accessible or publicly known.

## **19. Communication between the Contracting Parties**

Electronical Communication. Claims, official complaints, and any legal actions shall be delivered to the Company by electronic mail only, specifically to the Company's e-mail address stated in these TC. The Company may deliver written documents to Users and/or Token holders to their e-mail address specified in the Official App.

## **20. Applicable Law**

These TC and all related contracts and legal relations arising thereof shall be governed by the legal order of the Czech Republic.

## **21. Dispute Resolution**

The Contracting Parties hereby agree that any legal action or proceeding arising from these TC shall be exercised by the District Court of Prague 1.

## **22. Change of Terms and Conditions**

22.1. Right to Make Changes. At any time, the Company may change or complete these TC and/or terms and conditions of delivery of the Performance by the Company, specifically but not limited to, with reference to any changes of legal regulations and technological advancements affecting the delivery of the Performance or handling of the User's data. Further, the Company may change or complete these TC and/or conditions of delivery of the Performance on account of any extension or changes of the Website or the scope of delivery of Performance, or to change the same to avoid a gross disproportion between rights and obligations of the Contracting Parties or to mitigate or remove such

disproportion. The Company may carry out these changes also at the instigation of changes on the market or changes of business or licence conditions of third persons whose system software or application software is utilized by the Company in connection with delivery of the Performance.

22.2. Information on Changes. The User shall be informed of changes and new wording of these TC and/or conditions of delivery of the Performance. The new wording of these documents will be made available on the Website and/or via the Official App. The new wording becomes effective on the day indicated therein.

## **23. Final Provisions**

23.1. Company's contact data:

AM ANTIUS MANAGEMENT SERVICES L.L.C having registered office at 23 Floor, Boulevard Plaza, Tower 2, Downtown, Dubai, UAE, PO box: 418695

E-mail: [apartments@amantius.io](mailto:apartments@amantius.io)

Website: <https://www.amantius.io/>

23.2. Unavailability of Electronical Platforms. Users and Token holders acknowledge that the Website, the Official App, and the Marketplace might not be available for a limited period of time due to technical or other unforeseeable events. The Company shall not be liable for such unavailability.

23.3. Temporary Internal Record Replacement. The Company reserves the right to temporarily replace any NFT with an internal record before minting the NFT. The NFT shall be delivered to the User subsequently, once minted.

23.4. No Set-off. The User and/or Token holder is not allowed to set off any of his/her claims against the Company or claims against the Company acquired from third persons.

23.5. Language Versions. These TC may be written in other languages. In the event of a conflict between language versions, the English version shall prevail.

23.6. Separability. Should any provisions of these TC become invalid, ineffective or unenforceable, validity, effect and enforceability of the remaining provisions remain unaffected.

23.7. Transactions outside the Marketplace. Users and Token holders acknowledge that the Company is not liable for, and cannot affect any transactions related to the NFT outside the official Marketplace.

23.8. Risk of Changing Regulation. Users and Token holders acknowledge that the Company is not liable for the risk of changes to any regulatory provisions, regardless of the applicable law, which may intervene in these TC in an unfavourable way and affect the rights of a Token holder; and also acknowledge that new regulation and/or policies may affect the development of the Website, the Marketplace and/or the Official App; and that the value or utility of Token holder's NFTs may be affected as well.

These TC are effective as from 15.5. 2022.