

TERMS OF SALE AND RISK DISCLOSURE STATEMENT

The following TERMS OF SALE AND RISK DISCLOSURE STATEMENT (“**Terms**”) govern the sale of the virtual land parcels in DEXART Metaverse (“**Virtual Land**”) and issue of non-fungible token that confirm ownership of such Virtual Land (“**NFT**”) to the users (“**Purchasers**” collectively, and “**Purchaser**” individually) by a legal entity **DEXART METAVERSE LTD**, registered under the laws of the British Virgin Islands, registered number 2100174, registered office: Quijano Chambers, P.O. Box 3159, Road Town, Tortola, British Virgin Islands (the “**Company**”). This document is not a solicitation for investment and does not pertain in any way, either directly or indirectly, to an offering of securities in any jurisdiction. Individuals, businesses, and other organizations should carefully weigh the risks, costs, and benefits of acquiring Virtual Land.

The NFT confer no voting rights, ownership of intellectual property, transfer of ownership upon Company sale, control of Company’s assets, or any decision-making ability regarding the Company, <https://dex.art> platform or its’ operations. NFTs are not in any way, either directly or indirectly, considered to be securities. The NFT is not a security, bond or share token – which is meant to be used on the <https://dex.art> platform.

Virtual Land will be sold only through <https://map.dex.art> website. To the extent that any third-party website or service offers Virtual Land or NFT for sale (except NFT markets authorised by the Company), such third-party websites or services are not sanctioned by the Company or its affiliates and have no relationship in any way with the Company. As a result, the Company prohibits the use of these third-party websites or services for the purchase of the Virtual Land or NFT. Nevertheless, the users may resale NFT purchased earlier on <https://map.dex.art> website, on other NFT markets, which are not authorised by the Company.

The user acknowledges, understands, and agrees that NFT are not securities and are not registered with any government entity or regulator as a security, and shall not be considered as such.

Purchases of the Virtual Land and NFT are non-refundable. By participating in the sale of the Virtual Land, you expressly acknowledge and represent that you have carefully reviewed these Terms and fully understand the risks, costs, and benefits of purchasing Virtual Land and agree to be bound by these Terms. As set forth below, you further represent and warrant that, to the extent permitted by law (i) you are authorized to purchase the Virtual Land in your relevant jurisdiction, (ii) you are of a legal age to be bound by these Terms, and (iii) you will not hold liable for any losses or any special, incidental, or consequential damages arising out of, or in any way connected to the sale of the Virtual Land, now or in the future, the Company and its affiliates, and the officers, directors, agents, joint ventures, employees and suppliers of the Company or its affiliates.

DO NOT PURCHASE VIRTUAL LAND OR NFT IF YOU ARE NOT AN EXPERT IN DEALING WITH CRYPTOGRAPHIC TOKENS AND BLOCKCHAIN-BASED SOFTWARE SYSTEMS. Purchases of the Virtual Land should be undertaken only by individuals, entities, or companies that have significant experience with, and understanding of, the usage and intricacies of cryptographic tokens and blockchain based software systems. Purchasers should have functional understanding of storage and transmission mechanisms associated with other cryptographic tokens. While the Company will be available to assist Purchasers of the Virtual Land during and after the sale, the Company

will not be responsible for lost of NFT resulting from actions taken by or omitted by the Purchasers.

You represent and warrant that you are not a resident or domiciliary of the United States of America or China; or purchasing the Virtual Land or NFT from a location in the United States of America or China; nor are you an entity (including but not limited to any corporation or partnership) incorporated, established or registered in or under the laws of the United States of America or China; nor are you purchasing the Virtual Land or NFT on behalf of any such person or an entity.

To become Purchaser of the Virtual Land you should be registered in oton.org and have a corresponding account on oton.org platform. Upon Purchase of the Virtual Land, NFT shall be transferred to your crypto wallet. Kindly note that during presale of the Virtual Land, NFT may be issued to the Purchaser on a later stage due to the technical reasons.

PLEASE NOTE THAT CRYPTOGRAPHIC TOKENS MAY EXPERIENCE EXTREME PRICE VOLATILITY. Cryptographic tokens that possess value in public markets, have demonstrated extreme price fluctuations over short time periods regularly. Purchaser of the Virtual Land should be prepared to expect similar fluctuations, both down and up, in the price of NFT denominated in EURO («EUR»), US dollars («USD») or currencies of other jurisdictions. Such fluctuations are due to market forces and represent changes in the balance of supply and demand.

Additionally, due to different regulatory requirements in different jurisdictions and the inability of citizens of certain countries to open accounts at exchanges located anywhere in the world, the liquidity of NFT may vary from one country to another and this would likely be reflected in significant price discrepancies. By purchasing Virtual Land, you expressly acknowledge and represent that you fully understand that NFT may experience significant and sustained pricing and trading, and that you will not seek to hold the Company liable for any losses or any special, incidental, or consequential damages arising from, or in any way connected to the sale of the Virtual Land and NFT.

YOU HAVE NO RIGHT AND MUST NOT PURCHASE THE VIRTUAL LAND IF YOU ARE A CITIZEN OR RESIDENT (TAX OR OTHER) TO ANY COUNTRY OR TERRITORY WHERE OPERATIONS WITH DIGITAL TOKENS AND (OR) DIGITAL CURRENCIES LEGALLY RESTRICTED OR FORBIDDEN IN ANY WAY.

You and the Company agree on following terms:

1. Virtual Land purchase.

In accordance with these Terms posted on the website <https://map.dex.art> (the «Website»), the Company agrees to sale, while you agree to purchase certain Virtual Land parcel in DEXART METAVERSE from the Company on the price specified on the Website depending on the moment of purchase that will be confirmed by the NFT issued by the Company.

2. General terms.

Any use of the Virtual Land will be regulated in accordance with these Terms, White Paper and any rules and regulations which will be available on the Website from time to time. Company may alter these Terms at any moment and on its own discretion.

NFTs are registered in the NEAR network accordingly.

Residents of USA and China are prohibited from purchase of the Virtual Land.

3. Purchase process.

For the purpose of the Virtual Land purchase you need to register a personal account on oton.org website (the «**Personal Account**»). After that, you will need to log in on the Website via your Personal Account, and choose the specific parcel of the Virtual Land that you would like to purchase. You may be required to pass verification to buy the Virtual Land and provide the following personal details: date of birth, copies of the identification documents, citizenship status, residence country or any other information from you or third parties («**KYC**»). You are responsible to provide genuine and accurate information, during the registration of your Personal Account.

Payment for the Virtual Land can be made in USDT, BTC or in another liquid crypto currency indicated on the Website in the “Payment” section. You should not use addresses of other crypto-exchange services due to security measures.

The Company has the right to conduct contracts with any Purchaser on special terms, that may be different than terms and conditions specified herein.

4. Decline

Any purchase of the Virtual Land is considered to be final. Partial or complete refund or purchase decline are not allowed, except cases, clearly stated herein.

The Company leaves the right to refuse or decline any of the complete or suggested payments at any moment and on its own discretion. In case, when the Company refuses or declines payments from Purchaser, the Company will make every reasonable effort to refund such payment to Purchaser. Besides, we cannot guarantee and do not offer any guarantees, that we will be able to recover and (or) make a refund. Company leaves the right to reduce the refund amount considering transfer cost, where it is applicable.

5. Recognition and Acceptance of Risks.

You acknowledge and agree that there are risks associated with purchase, possession and use of the Virtual Land as described in these Terms. By purchasing the Virtual Land you confirm and accept risks related to possession and use of the Virtual Land and NFT's, as they are described in these Terms. By purchasing the Virtual Land and NFT you acknowledge and accept any of above mentioned risks:

(a) you are aware of terms and conditions concerning the Virtual Land sale and you possess enough information for purposeful and intended decision of the Virtual Land purchase;

(b) you have read and understand this Terms, as well as you accept the risks concerning purchase, possession and use of the Virtual Land and NFT;

(c) you have enough cryptologic digital devices of token storage (such as token wallet, for example), as well as blockchain technology for understanding of these Terms and for risk assessment and further Virtual Land and NFT purchase and use;

(d) you completely understand that Virtual Land provides you solely rights stated in these Terms, and do not offer any other rights of any kind towards the Company, including, but not restricted to the rights of possession, repayment (settlement), dividend payout as well as other financial and legal rights;

(e) you understand that NFT is not a digital currency, share, product or a financial instrument of any sort, as well as it is not registered in compliance with any government law of any country, including government laws of stocks of any jurisdiction of the Purchaser's residence;

(f) your purchase, payment and your exercise of rights in respect of the Virtual Land does not violate any applicable law in your jurisdiction;

(g) you comply and execute fully all legal obligations in your jurisdiction concerning the Virtual Land purchase or any other requirements specified herein, including (i) government requirements within jurisdiction necessary for the Virtual Land purchase, (ii) any requirements concerning currency exchange, applicable to this kind of purchase, and (iii) any governmental or other permissions necessary for acquisition;

(h) you have to comply every and any tax obligations in all actual jurisdictions concerning Virtual Land and NFT purchase;

6. Indemnification.

You shall indemnify, hold harmless and defend the Company and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by the Company or any such person to the extent caused directly by your acts or omissions relating to these Terms and the Virtual Land and NFT use or purchase, including without limitation (i) any negligent or tortious conduct, (ii) any breach of any of the representations, warranties, covenants or conditions contained herein, (iii) any violation of applicable laws or regulations, (iv) infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party.

7. EXCLUSION OF LIABILITY.

IN A MAXIMUM ALLOWABLE BY APPLICABLE LAW: (A) THE VIRTUAL LAND SALE CONDUCTED «AS IS» AND «AS AVAILABLE» BASIS, WITHOUT ANY WARRANTIES OF ANY SORT AND WE REFUSE DIRECTLY FROM ALL AND ANY SUGGESTED WARRANTIES CONCERNING VIRTUAL LAND, INCLUDING, WITHOUT ANY RESTRICTIONS, CONCERNING EXPECTATIONS SUGGESTED WARRANTIES, TOWARDS PURPOSE, PROPERTY WISE AND NON- INFRINGEMENT OF THIRD PARTIES RIGHTS, (II) WE DO NOT OFFER ANY ASSURANCES AND WARRANTIES CONCERNING CREDIBILITY, ACTUALITY, NFTs ERROR FREE CAPACITY, AS WELL

AS ANY DRAWBACKS OF NFTs WILL BE REMOVED, AND (III) WE ARE UNABLE TO PROVIDE ANY ASSURANCES AND WARRANTIES THAT NFTs AND METHODS OF ITS DELIVERY ARE VIRUS FREE OR FREE OF ANY MALWARE COMPONENTS.

8. Liability and Liability Restriction.

In no event, the Company or its affiliates shall be liable to you for any special, indirect, exemplary or consequential damages (including, but not limited to loss of income, revenue, or data loss) arising out of these Terms, White Paper, purchase or use of the Virtual Land or NFTs.

9. Applicable law and Dispute Resolution.

Effectiveness, interpretation and execution of these Terms is regulated, understood and interpreted in accordance with the laws of the British Virgin Islands.

10. Taxation

The Purchaser bears the sole responsibility to determine if the purchase of the Virtual Land with USDT, BTC or other crypto currencies or the potential appreciation or depreciation in the value of the Virtual Land and NFT over time has tax implications for the Purchaser in the Purchaser's home jurisdiction. By purchasing the Virtual Land, and to the extent permitted by law, the Purchaser agrees not to hold any of the Company, its affiliates, shareholders, director, or advisors liable for any tax liability associated with or arising from the purchase of the Virtual Land.

11. Final clauses.

(a) Entire Understanding. These Terms represent full and complete acceptance and understanding of the parties towards the subject, stated herein, and they dispose all the previous and current discussions, arrangements and agreements, spoken and written, between Parties towards the subject of these Terms.

(b) These Terms contain legally binding provisions and terms towards the Virtual Land sales and purchase. By purchasing the Virtual Land you agree and confirm your consent with it. You are obliged to be bound with these Terms at the moment of the Virtual Land purchase.

(c) In case, when any of the above stated provisions of these Terms will be rendered ineffective, illegal or unreliable, all other provisions shall stay in force for you and the Company, as if unavailable and inactive condition would be highlighted and omitted from the text of these Terms.

(d) Headlines. These Terms headlines are in place only for convenience and they have no impact on these Terms initial meaning.

(e) Acceptance. You accept directly these Terms and any other terms included in document by the link, during the purchase of the Virtual Land as well as other documents posted on the Website.