



INSRT FINANCE NFT PLATFORM TERMS OF SERVICE

Last Modified: September 6, 2022

1. INTRODUCTION

These Terms of Service for Insrt Finance NFT Minting Platform (“**NFT Terms**”) govern your access to and use of Insrt Finance NFT Minting Platform (“**NFT Platform**”), including but not limited to, the creation (minting) (collectively the “**Service**”) made available by **Insrt Finance** (“**INSRT**”). As used herein, the term “**you**” (including any variant) refers to each individual who uses the NFT Platform and enters into these NFT Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these NFT Terms (collectively “**you**”, or “**User**”).

We may modify these NFT Terms at any time and provide a new version online. Your continued use of NFT Platform after any modifications will constitute your acknowledgment and acceptance of the NFT Terms as modified. Please refer to our Privacy Policy for information about how we collect, use and share personal information about you.

These NFT Terms may also influence the interests of third parties, where their rights and interests are affected by the actions of the User by using NFT Platform. INSRT shall not be liable or responsible for the actions or omission of the Users.

We do not control the behavior of the Users, same as do not hold any liabilities of any action or negligence of the User or any organizations, institutions, establishments and any other individuals or legal entities unless otherwise provided by the applicable legislation. We refuse liability and responsibility in a maximum degree acceptable by the applicable law.

PLEASE READ THESE NFT TERMS CAREFULLY BEFORE USING THE NFT PLATFORM. THESE NFT TERMS GOVERN YOUR USE OF THE NFT PLATFORM. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE NFT PLATFORM OR ANY PART OF IT, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE NFT TERMS.

IF YOU DO NOT AGREE TO THESE NFT TERMS, THEN YOU MUST DISCONTINUE ACCESSING THE NFT PLATFORM AND YOU SHALL HAVE NO RIGHT TO ACCESS THE NFT PLATFORM AND MINTH NFTS.

2. PROVIDED SERVICE

We provide the Service on the NFT Platform on which you can Mint (as defined below) unique non-fungible tokens (collectively “**NFT’s**” or “**INSRT NFT**”). NFT Platform is not a broker, financial institution, or creditor. You may use the Service and participate in the Minting, use of NFT only in accordance with these NFT Terms. We neither own nor control any third-party digital assets (“**Digital Wallet**”), including without limitation any third-party product or service that you might access for the purpose of using the NFT Platform.

3. MINTING OF NFT AND RELATED UTILITY

Minting. User who has signed in with the Digital Wallet on the NFT Platform may be able to use the NFT Platform to create or issue (“**Mint**”) NFT, represented on smart contracts on the blockchain network that provides an immutable ledger of all transactions of the NFT, on the blockchain platform. By Minting NFT or otherwise using the NFT Platform, you agree to comply with these NFT Terms.

Utility. Please note that INSRT NFTs have specified utility that provide:

- 1) Users will be able to receive less transaction fees by acquiring an INSRT NFT;
- 2) Access to premium community members spaces;
- 3) Ability to acquire INSRT tokens after the Token Generation Event.

Minted NFTs are tied to unique goods, services and experiences. You should not mint or acquire INSRT NFTs with a view to investment, resale or speculation. There can be no assurance as to their present or future value, transferability or marketability.

4. ACCESS TO SERVICES

Access to Minting NFT. In order to use the NFT Platform and Mint NFT, you must be eighteen (18) years old and have a legal capacity. You must not be a subject to international and national sanctions imposed by the European Union and the United States. For access to certain Services on the NFT Platform you must add a Digital Wallet to the Platform. By adding the Digital Wallet to the NFT Platform, you take all responsibility towards any third-party digital assets and security of your Digital Wallet. If you do not comply with these NFT Terms, we may restrict your access to Minting NFT and other Services provided on the NFT Platform.

Authority. By accessing the NFT Platform you assert to have all requisite capacity, power and authority to enter into and perform your obligations under these NFT Terms, including to Mint NFT, and no other proceedings are necessary to authorize the execution, delivery or performance of your obligations under these NFT Terms in order to access to the Services.

Digital Wallet. After you have successfully added your Digital Wallet, you will be able to Mint NFT. Insrt Technologies is not liable for any digital assets on your Digital Wallet managed by third-parties, as well as not liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. We collect and use data provided by you pursuant to our Privacy Policy. By adding the Digital Wallet to the NFT Platform, you assert that the funds you use to participate in the NFT Platform or Mint NFT are not derived from, and do not otherwise represent the proceeds of, any activities done in violation of any law, including international and national sanctions.

You agree to keep your access credentials ("Digital Wallet") confidential and not share them with anyone else. Insrt Technologies is not liable for any loss or damage arising from your failure to protect your access credentials or any other personal information, including but not limited to loss of access to any Minted NFTs.

5. USER CONDUCT

If you use the NFT Platform or Minting NFT, you are bind to comply with these NFT Terms. There are certain conducts which are strictly prohibited while using the Service and the NFT Platform. Your failure to comply with the provisions set forth may result herein in the termination of your access to the Service, and may also expose you to civil and/or criminal liability.

By using the Service, NFT Platform, Minting NFT, you fully acknowledge and agree to be solely and personally liable in the event of disobeying any laws, rules, bylaws and obligations, which might occur in relation with the use of the NFT Platform and related Services.

You shall not, whether by yourself or anyone on your behalf, execute or shall refrain from action or omission in cases, which might lead to the following:

- Use the Service, NFT Platform or Mint NFT to carry out illegal activities, including but not limited to money laundering, terrorism financing, circumvention of international sanctions;
- The violation of any applicable domestic law, including but not limited to any bylaws or any decisions of the court, including but not limited to any sort of binding legal norms and regulations;
- The use of any tools to violate the NFT Terms;
- The use of the Service, Minting NFT, in ways not explicitly permitted within the framework of these NFT Terms;
- Copying, saving or getting access to any sort of information by other means within the framework of the NFT Platform not explicitly permitted by the Terms;
- Violation of any rights, including but not limited to the rights of intellectual property, human rights and/or other rights, determined by the applicable legislation, including international, state and domestic acts;
- Creating obstructions to the work or causing the NFT Platform, as well as INSRT any damages resulting from any type of tools or activities;
- The use of the NFT Platform in relation to distributing non-requested commercial electronic links ("spam") or advertisements;
- The pursuit, threat or other unwanted attempt to contact another User or any third parties;
- The providing INSRT with false information about the User;
- The creation of circumstances, products, mechanisms, content dangerous for life or health or that could cause harm and losses to Insrt Technologies or any third-party;
- The use of the NFT Platform for planning, carrying out or covering up any violations of the law;
- Obtaining access to the material and the information on INSRT and Users, which the User is not allowed to have access to;
- Attempts of scanning or checking the loopholes of the NFT Platform;
- Assistance, encouragement, abetting or contribution towards any third-party with an aim of completing any of the above-mentioned actions.

INSRT shall have the right to initiate an investigation and pursue for the violation of any clauses mentioned in these NFT Terms, in its maximum capacity, within the framework of applicable law.

You undertake to notify the INSRT without undue delay where your Digital Wallet is violated or where you suspect any violation.

INSRT and its representatives shall have the right to access, store or disclose any information on you, if so required in accordance with the applicable law, or if the representatives of INSRT acting in good faith find it necessary to take such measures in order to: (I) react to the complaints, issued to INSRT, (II) to provide the enforcement of the current NFT Terms, (III) to eliminate crime, fraud, measure the level of risk, carry out an investigation, user support, elaborate the products and correct errors, or (IV) to protect the rights, property or the safety of the INSRT and the Users and the third parties, if this is necessary or obligatory according to the currently applicable law.

INSRT shall have the right to cancel or block/limit your access to the NFT Platform.

6. ASSUMPTION OF RISK

You acknowledge and agree that there are risks associated with the internet-based digital assets such as NFTs and cryptocurrencies, including but not limited to: (i) fluctuations in the price of digital assets; (ii) compliance with all applicable laws, taxes, restrictions; (iii) regulatory uncertainty and policies in regard to NFTs, digital assets, blockchain technologies; (iv) the risk of hardware, internet connections, malicious software, third party unauthorized access to information stored within your Digital Wallet.

You assume the risk related to use of blockchain and Minting NFTs. INSRT does not promise you or guarantee the availability of NFTs or that it will host your NFTs at any specific location and/or for any specific period of time.

You acknowledge and agree that we will not be responsible for any loss of access to your NFTs due to loss of your private key, custodial error, mining attacks, hacking, cyberattacks, fraud and other blockchain technology difficulties.

7. COOPERATION WITH THE GOVERNMENT, LOCAL AUTHORITIES

INSRT shall have the right to collect information provided by you and to pass it to the government and local entities in accordance with the applicable law.

In the event INSRT receiving a notification from the governmental and/or municipal public authorities pointing out that the User is held liable for the breach of law and/or may be prosecuted, cause threat, INSRT shall have the exclusive rights to block your access to the NFT Platform. This also includes transferring all of the necessary information regarding the given User to the government and local authorities, if required and/or not forbidden under the applicable law.

8. CONFIDENTIALITY

INSRT shall have the right to receive, store or process non-public information, which you have provided to INSRT ("**Confidential Information**"). We will not use the Confidential Information for other purposes than contemplated in these NFT Terms. We agree that we shall treat all Confidential Information provided by you with the same degree of care as it accords to our own Confidential Information, but in no event with less than reasonable care.

9. OWNERSHIP OF NFTs

User who Mints NFTs have been granted the owner's rights to the NFT only, but not to the Intellectual Property associated with any of Minted NFTs. The ownership of the Intellectual Property rights associated with the NFTs and the NFT Platform are owned by INSRT.

10. INTELLECTUAL PROPERTY RIGHTS

Subject to the licenses expressly granted below, INSRT owns all rights, title and interest in and to any artwork, designs, drawings, pictures, video, audio, logos, insignia, trademarks, copyright, formulas and other copyrightable elements and creative materials that may be associated with any of Minted NFTs, all proprietary source code, object code and other technology associated with the NFTs, and any and all other content and intellectual property available through the NFTs and the NFT Platform ("**Intellectual Property**").

Unless explicitly stated, you should assume that all Intellectual Property is protected by copyright, trademark and other applicable intellectual property rights and may not be used except as permitted in these NFT Terms.

INSRT grants you a limited, non-exclusive, non-transferable, revocable, worldwide, license to access and use the NFT Platform, and any NFTs that you Mint and own. We reserve all rights in and to the NFT Platform and the NFTs nor expressly granted to you under these NFT Terms.

You agree that you shall not remove any proprietary notices or labels on or in the Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect the NFTs or any other Intellectual Property.

In addition, you agree that you may not, or permit any third party to, do or attempt to modify, edit, alter, manipulate, reproduce, distribute, commercialize, or reuse the Intellectual Property associated with the INSRT NFTs.

If you transfer in any way or novate the INSRT NFT, you must provide explicit notice of these NFT Terms to the receiving party.

11. LIMITATION OF LIABILITY

EXCEPT AS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, INSRT SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE NFT PLATFORM OR ANY NFTS OR ELEMENTS THEREOF, LOST PROFITS, COSTS OF DELAY, EVEN IF YOU HAVE BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF THESE DAMAGES.

INSRT SHALL NOT BE HELD LIABLE FOR ANY MATERIAL OR LINKS OF THE THIRD PARTIES, PUBLISHED ON THE NFT PLATFORM, INCLUDING THROUGH INTERMEDIARIES.

12. DISCLAIMER AND WARRANTY

THERE IS NO WARRANTY FOR THE NFT PLATFORM OR ANY NFTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. WE PROVIDE THE PLATFORM AND NFTS "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

WE MAKE NO REPRESENTATION, WARRANTY OR GUARANTEE THAT NFT PLATFORM OR NFTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, THAT YOUR DATA WILL BE ACCURATE, COMPLETE, OR PRESERVED WITHOUT LOSS, OR THAT NFT PLATFORM WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE. WE DO NOT GUARANTEE THAT SECURITY MEASURES WILL BE ERROR-FREE AND WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS BEYOND OUR REASONABLE CONTROL.

WE RESERVE THE RIGHT TO MODIFY OR DISCONTINUE THE NFT PLATFORM (OR ANY PARTS OF ANY ASSOCIATED SOFTWARE OR APPLICATIONS RELATING THERETO) AND THE NFTS WITH OR WITHOUT NOTICE AT ANY TIME. WE (INCLUDING, WITHOUT LIMITATION, OUR LICENSORS) SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE NFTS OR THE PLATFORM OR ANY ASSOCIATED SOFTWARE, APPLICATIONS OR FUNCTIONALITY.

WE SHALL NOT BE HELD LIABLE FOR ANY HARM OR DAMAGE CAUSED TO ANY OF YOUR TECHNOLOGICAL DEVICES, INCLUDING BUT NOT LIMITED TO COMPUTERS, MOBILE PHONES, PLATFORM PROGRAMS, OPERATING SYSTEMS AND/OR OTHER HARM, CAUSED BY THE USE OF THE NFT PLATFORM OR MINTING NFTS.

13. INDEMNITY

You agree and claim not to hold liable, claim to protect and indemnify, compensate damages and protect

INSRT and its affiliated and related individuals, subsidiaries and employees, directors, colleagues and agents from lawsuits, claims, liability, harm, losses and expenses, compensation, including above all mentioned, lawyer bonuses, accounting expenses within reasonable means, related in any way to (i) your breach or alleged breach of these NFT Terms, (ii) your ownership of the INSRT NFT; (iii) the exercise of any rights granted in these NFT Terms; (iv) your violation of any applicable laws and regulations; or (v) any misrepresentation made by you.

14. MODIFICATIONS OF THESE TERMS

We reserve the right at any time to amend these NFT Terms. In the event of amending of these NFT Terms, we shall announce the amendments on the NFT Platform. Your continued use of the NFT Platform and the Service after the modifications of these NFT Terms constitutes your agreement to follow and be bound these NFT Terms and all respective modifications.

15. GOVERNING LAW

These NFT Terms, and your access to and use of the NFT Platform, shall be governed by and construed and enforced in accordance with the laws of the England and Wales.

16. GENERAL

These NFT Terms shall be considered a complete and exclusive regarding the use of the Service, NFT Platform and NFTs.

We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, NFT Platform, INSRT NFTs, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. All claims and disputes shall be resolved by way negotiation. In case of dispute cannot be resolved amicably, the parties hereby irrevocably submit to the exclusive jurisdiction to adjudicate disputes arising under or relating to these NFT Terms to courts of the Republic of Latvia.

Notwithstanding anything contained in these NFT Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the NFT Platform and the NFTs any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund.

If any provision in these NFT Terms is held to be invalid, illegal or unenforceable in any respect, then (a) the provision will be replaced by a valid and enforceable provision, and (b) all other provisions of these NFT Terms will remain in full force and effect as if the original NFT Terms had been accepted and executed without the invalidated, illegal or unenforceable provision.