

NFT PURCHASE AND OWNERSHIP TERMS (Public Offer)

Date of original publication:02.09.2025

This document, constituting a public offer, defines the terms of purchase, ownership, and use of the non-fungible token (NFT) Playmuse Holders Club. Any person purchasing the Playmuse Holders Club NFT specified below automatically becomes the “Buyer” and is deemed to have unconditionally accepted all the terms of this Agreement in full, as set forth below.

1. ACCEPTANCE OF TERMS

1.1. By performing actions to purchase the Playmuse Holders Club NFT on the TON blockchain network, the Buyer confirms that they have fully read these Terms, understand them, and accept them without any exceptions. The moment the purchase transaction is successfully completed is considered the moment of full and unconditional conclusion of this Agreement under the terms stated herein.

2. SUBJECT OF THE AGREEMENT

2.1. The subject of this Agreement is the transfer of one or more non-fungible tokens (NFTs) owned by the Seller in exchange for a specified amount of TON coin. The exchange occurs automatically by means of a smart contract.

3. NO WARRANTIES AND LIMITATION OF LIABILITY. “AS IS”

3.1. The NFT Playmuse Holders Club and any associated digital content are provided to the Buyer on an “AS IS” and “AS AVAILABLE” basis, without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

3.2. Any promotional materials, roadmaps, collection descriptions, including utilities and bonus programs incorporated therein, analytical (calculation) tools, statements, or promises made by the Seller or on its behalf on the project website, social networks, or other resources, are FOR INFORMATIONAL PURPOSES ONLY, DO NOT CONSTITUTE A GUARANTEE AND MAY BE MODIFIED UNILATERALLY.

3.3 Any oral or written statements, messages or promises made by the Project representatives in any communication channels (including, but not limited to: Discord, Telegram, Twitter, Instagram) DO NOT CONSTITUTE AN OFFER AND DO NOT CREATE ANY LEGAL OBLIGATIONS FOR THE PROJECT, UNLESS THEY ARE SET OUT IN A SEPARATE WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. ALL SUCH STATEMENTS ARE PURELY INFORMATIONAL AND FORWARD-LOOKING IN NATURE.

3.4. The Seller SHALL NOT BE LIABLE for:

- The implementation or non-implementation of plans stated in the roadmap;

- The current or future market value of the NFT Playmuse Holders Club;
- The accuracy, completeness, or reliability of promotional materials and descriptions;
- Technical errors, failures in the blockchain, smart contracts, or marketplaces;
- Losses or lost profits incurred by the Buyer in connection with the ownership or use of the NFT.

3.5. The Buyer purchases the NFT Playmuse Holders Club acknowledging all associated risks, including the risk of total loss of value.

3.6. Acknowledgement of Seller's Status. The Buyer expressly understands, acknowledges, and agrees that the Seller may operate as a decentralized anonymous collective (DAC) or in a similar decentralized manner. The Seller may lack a formal legal personality, established juridical address, or identifiable leadership structure typically associated with traditional legal entities. The Buyer acknowledges that this structure may present significant practical and legal challenges to the enforcement of any potential claims against the Seller, its members, or contributors, and accepts this risk.

4. LICENSE TO USE

4.1. By purchasing the NFT Playmuse Holders Club, the Buyer acquires ownership of the token itself on the blockchain but does not acquire any intellectual property rights associated with the image.

4.2. The Buyer has no right to use the image represented by the NFT Playmuse Holders Club for commercial purposes.

5. CONCLUSION

5.1. This Agreement is exhaustive and governs the relationship between the Parties regarding the purchase and ownership of the NFT Playmuse Holders Club.

5.2. The fact of purchase of the NFT Playmuse Holders Club by the Buyer serves as proof of acceptance of these terms.

5.3. By purchasing the NFT Playmuse Holders Club, the Buyer confirms that they have the legal capacity to enter into such agreements, fully understand its terms, and acknowledge all risks.