

Terms and Conditions of the Tinyseed NFT Listing
Version 1.0
January 18, 2022

1. Notice

- 1.1. **THIS DOCUMENT, THE METADROP SITE TERMS AND THE METADROP SALE TERMS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THEM CAREFULLY.**
- 1.2. **THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**
- 1.3. **BY PLACING AN ORDER TO MINT NON-FUNGIBLE TOKENS FROM THIS LISTING, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**
- 1.4. **YOU MAY NOT PLACE AN ORDER TO MINT OR OBTAIN NON-FUNGIBLE TOKENS FROM THIS LISTING IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH TINYSEED GMBH, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF THIS SITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**
- 1.5. These terms and conditions (these "**Listing Terms**") apply to the purchase and sale of non-fungible tokens ("**NFTs**") through our Listing on the Site. These Listing Terms are subject to change by Tinyseed GmbH, a limited liability company incorporated in Belgium (referred to as the "**Seller**", "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Listing Terms will be posted on this Listing, and you should review these Listing Terms before purchasing any product or services that are available through this Listing on the Site. Your continued use of this Listing after a posted change in these Listing Terms or the Terms of the Site will constitute your acceptance of and agreement to such changes.
- 1.6. These Listing Terms are an integral part of the Terms of the Site and this Listing that apply generally to the use of our Listing and the Site. You should also carefully review the Terms of the Site and the Site's Privacy Policy before placing an order for NFTs through this Listing.
- 1.7. Terms used but not defined in this document have the meaning they are given in the general terms and conditions of the Metadrop website, which are made available to you separately.

2. General Structure and Rules of Issuance and Minting

- 2.1. The sale of NFTs through the Tinyseed NFT Listing shall be conducted as an open mint with ramped pricing through a smart contract on the Ethereum

blockchain (the “**Seller Contract**”). The Seller Contract incorporates an oracle which allows it to accept payment in Ethereum that is equivalent to certain specified USD prices from time to time.

2.2. The ramped pricing mechanism for the Tinyseed NFTs shall affect the unit price of each NFT (“**Unit Price**”) as follows:

2.2.1. for **Titanium Tinyseed Starter Kit NFTs**, the first 100 Starter Kit NFTs may be minted for at least USD 220, the next 150 NFTs (i.e. the 101st to 250th Starter Kit NFTs minted) may be minted for at least USD 230, the next 250 NFTs (i.e. the 251st to 500th Starter kit NFTs minted) may be minted for at least USD 240, following which all Starter Kit NFTs may be minted for at least USD 250; and

2.2.2. for **Titanium Tinyseed Refill NFTs**, the first 100 Refill NFTs may be minted for at least USD 220, the next 150 NFTs (i.e. the 101st to 250th Refill NFTs minted) may be minted for at least USD 230, the next 250 NFTs (i.e. the 251st to 500th Refill NFTs minted) may be minted for at least USD 240, following which all Refill NFTs may be minted for at least USD 250; and

2.2.3. for **Platinum Tinyseed NFTs**, at least USD 4,600.

2.3. The Tinyseed NFT Listing on Metadrop shall last for a period of 14 days, from 18 January 2022 through 1 February 2022 with the option to extend this period at the sole discretion of Metadrop (“**Sale Period**”).

2.4. The Sale Period is scheduled to commence on or around 6pm EST on 18 January 2022.

2.5. Any person who wishes to mint Tinyseed NFTs (such a person being a “**Participant**”) may mint an unlimited amount of Tinyseed NFTs during the Sale Period through the Listing and the Seller Contract.

2.6. Participants are required to specify the quantity of NFTs they are minting in each transaction (the “**Mint Quantity**”), and the particular product NFT they wish to purchase. In order to mint, Participants are required to transfer the full value of the mint transaction price, being the Mint Quantity multiplied by the Unit Price (the “**Mint Payment**”), to the Seller Contract. Participants are required to bear any gas fees in order to effect the transfer of the Mint Payment to the Seller Contract.

3. Delivery, Title and Risk of Loss

3.1. BY MAKING A MINT PAYMENT, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE PROPERLY CONFIGURED THE ADDRESS OR SMART CONTRACT THAT YOU HAVE SUBMITTED A MINT PAYMENT FROM (“**YOUR ADDRESS**”), SUCH THAT YOUR ADDRESS IS ABLE TO RECEIVE NFTs (IN THE EVENT THAT YOUR MINT PAYMENT IS SUCCESSFUL) OR ETH REFUNDS (IN THE EVENT THAT YOUR MINT PAYMENT IS NOT SUCCESSFUL) FROM THE SELLER CONTRACT. YOU AGREE AND ACKNOWLEDGE THAT NON-DELIVERY TO YOUR ADDRESS AS A RESULT OF A REJECTION OR REVERSION FROM YOUR ADDRESS IS SOLELY WITHIN YOUR CONTROL, AND THEREFORE YOU AGREE TO FULLY RELEASE THE SELLER FROM ANY LIABILITY OR LOSS THAT MAY RESULT

FROM ANY NON-DELIVERY TO YOUR ADDRESS THAT IS CAUSED BY A REJECTION OR REVERSION FROM YOUR ADDRESS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE SELLER MAY RETAIN ANY PROCEEDS FROM YOUR SUCCESSFUL OR UNSUCCESSFUL MINT PAYMENTS IF YOUR ADDRESS IS UNABLE TO RECEIVE TRANSFERS FROM THE SELLER CONTRACT.

- 3.2. The Seller will be responsible for arranging transfer of the NFTs to you. NFTs will be distributed to the wallet from which a Participant originally made its Mint Payment. The Seller will pay all transfer charges incurred for the transfer of the NFTs to successful Participants.
- 3.3. Title and risk of loss of the NFT pass to you upon transfer of the NFT from the Seller to a successful Participant's wallet on the Ethereum blockchain.

4. Returns and Refunds

No returns and refunds shall be made in respect of successful Mint Payments for NFTs.

5. Rights associated with an NFT

- 5.1. Each Tinyseed NFT shall entitle its holder to:
 - 5.1.1. Redeem the corresponding Tinyseed product at a later date.
 - 5.1.2. Mint an additional art NFT during or after the redemption process.
- 5.2. The Seller reserves the right to amend the rights associated with each Tinyseed NFT from time to time by providing notice either through the amendment of these terms or in any other form on the Seller's or its affiliates' websites, community forums or other channels which it reasonably believes to be appropriate.

6. Seller's Warranty and Disclaimers

- 6.1. The Seller does not control the operation of the Site or the Listing. The availability of NFTs through the Listing or the Site is not within the control of the Seller but that of Metadrop. Accordingly, we do not provide any warranties with respect to the availability or functionality of the Site or the Listing, including your ability to mint NFTs offered through our Listing on the Site. Metadrop may offer warranties in respect of the Site in the Terms of the Site.
- 6.2. ALL NFTs OFFERED ON THIS LISTING BY THE SELLER ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.
- 6.3. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

6.4. YOU AFFIRM THAT THE SELLER SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF METADROP'S OR THE SITE'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

7. Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached the Listing Terms, for any failure or delay in our performance under the Listing Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8. Incorporation into Terms of Site

These Listing Terms do not apply on a standalone basis to you, but instead apply to you as incorporated into the general Terms and Sale Terms of the Site. Accordingly, any terms and conditions in the Terms and the Sale Terms of the Site, including without limitation terms and conditions relating to updating of terms, limitation of liability and dispute resolution, shall apply to you in respect of any actions in respect of this Listing.