

MF Squid Market NFT Sale Terms and Conditions

1. Introduction

1.1. Overview

Welcome to MF Squid Market, an evolving art collection of non-fungible tokens (NFTs) issued and managed by dWallet Labs Ltd, a company registered and operating under the laws of Israel (“**dWallet**”), Rhei Pte. Ltd., a company registered and operating under the laws of Singapore (“**Rhei**”), Anima Labs Ltd., a company registered and operating under the laws of England (“**Anima**”), Mirai Labs, LLC, a company registered and operating under the laws of Wyoming, US (“**SM**”, Rhei, Anima and SM collectively “**NFT Creators**” and together with dWallet “**Us**”, “**We**”, “**Our**”). These Terms and Conditions (“**T&Cs**”) constitute a legally binding agreement between you - the purchaser, holder, or transferee of an MF Squid Market (the “**SM NFT/s**”) and Us.

By purchasing, transferring, upgrading, or interacting with the SM NFTs, you agree to be bound by these T&Cs. If you do not agree, you must immediately discontinue all interactions with SM NFTs.

1.2. Nature of the MS NFTs

SM NFTs are unique digital assets recorded and deployed exclusively on the Sui blockchain, a decentralized and publicly verifiable blockchain protocol. These NFTs may include a ‘SM NFT level-up’ functionalities according to Our sole discretion. An ‘SM NFT level up’ is a discretionary process, executed through smart contracts, through which a SM NFT may be altered, modified according to Our sole discretion.

Additionally, SM NFT level ups may result in the issuance of “**Key NFTs**”, which are separate category from standard MS NFTs, issued by NFT Creators, that may be issued randomly upon upgrading a standard SM NFT. The issuance and availability of Key NFTs are subject to modification, suspension, or discontinuation at NFT Creators’ sole discretion. Key NFTs do not provide any financial value, rights, or guarantees. Any mention of SM NFTs in the T&C shall also apply to Key NFTs.

As long as Key NFTs are available via level ups, you can request a Key NFT be issued to you for no consideration by sending a request to NFT Creators, and each such request shall have the same chance of successfully receiving a Key NFT as a SM NFT level up has. Each Key NFT issuance request must be sent separately in writing to MF Squid Market, Suite 5 1 Golders Green Road, London NW11 8DY, United Kingdom via dated registered mail, and include a clear

valid Sui blockchain address to which the Key NFT should be delivered to in case of successful issuance.

1.3. Purchase, Ownership & Transferability

By purchasing a SM NFT and/or upgrading a SM NFT, you acknowledge that:

- You are doing so solely for the utility of holding that SM NFT (or if applicable leveled-up SM NFT).
- Transactions are irreversible. Once an SM NFT is transferred, it cannot be undone or modified by Us or any other party.
- Ownership of a SM NFT is determined solely by the ownership of the corresponding private key that controls the wallet address associated with the SM NFT on the Sui blockchain.
- The SM NFTs are non-custodial. We do not hold or store private keys, wallets, or NFT ownership records.
- You are solely responsible for securing your wallet, private keys, and access credentials.
- Lost, stolen, or compromised SM NFTs cannot be recovered by Us
- There is no expectation of profit from buying or holding a SM NFT. SM NFT ownership does not grant commercial or modification rights. SM NFTs do not provide dividends, revenue-sharing, governance rights, or equity ownership.
- SM NFT functionality is not guaranteed. We reserve the right to modify, update, or discontinue certain SM NFT features at its discretion, without prior notice or compensation from any reason including without limitations:
 - Fraud or illegal activity: If an SM NFT is associated with fraudulent transactions, money laundering, or illegal activities, We may restrict its usability.
 - Violation of these T&C: Users found to be in breach of these T&Cs may have their NFT functionality revoked or restricted.
 - Smart contract upgrades or blockchain changes: If technical updates, security patches, or blockchain forks impact the SM NFT functionality, We reserve the right to modify how the NFTs interact with smart contracts.
- Users acknowledge that owning an SM NFT does not entitle you to future upgrades, support, or continued development.

1.4. Regulatory & Compliance Considerations

The legal and regulatory landscape surrounding NFTs is evolving. By purchasing a SM NFT, you acknowledge that:

- Laws governing NFTs, digital assets, and blockchain technologies may change over time, which could affect your ownership rights. We do not guarantee that SM NFT ownership, resale, or usage will always be legally permitted in all jurisdictions.

- Certain jurisdictions may impose tax reporting, licensing, or restrictions on NFT transactions.
- We do not provide legal, financial, or tax advice and encourage you to consult independent professional advisors before making transactions.
- It is your responsibility to ensure that purchasing, selling, or holding the SM NFT complies with the laws and regulations which apply to you.
- We are not responsible for any legal consequences resulting from any relevant jurisdiction-specific laws and/or regulations, including on NFTs or blockchain assets.

2. License & Intellectual Property

2.1. NFT Ownership vs. Intellectual Property

By purchasing a SM NFT, you own the SM NFT token itself, recorded on the Sui blockchain. However, ownership of the SM NFT does not grant any of the following rights:

- Intellectual property (IP) rights, including copyrights or trademarks associated with the SM NFT's visual, audio, or metadata components.
- Commercial use rights, including the ability to reproduce, distribute, or monetize the SM NFT's associated artwork or branding.
- Modification or derivative creation rights, meaning you may not alter the artwork or use it to create new projects without explicit permission.

dWallet retains all intellectual property rights associated with the SM NFT collection, including but not limited to artwork, branding, names, metadata, smart contract functionality, and marketing materials.

2.2. Limited Personal Use License

By purchasing an SM NFT, dWallet grants you a limited, non-exclusive, revocable, royalty-free license to use the SM NFT's artwork for personal, non-commercial purposes, including:

- Displaying the SM NFT in personal digital wallets and galleries.
- Using the SM NFT as a profile picture or avatar on social media platforms.
- Sharing images of the SM NFT in non-commercial, personal settings.

This license does not allow:

- Reproducing or modifying the SM NFT artwork beyond its original form.
- Using the SM NFT artwork for advertising, branding, or corporate purposes.
- Minting, tokenizing, or incorporating the SM NFT's design into new projects or derivative works.
- Create derivative works using SM NFTs without written permission.

- Distribute, reproduce, or sell SM NFT content in a way that infringes upon the intellectual property rights of Us or third parties.
- Use SM NFTs branding, logos, or names without authorization.

Any unauthorized commercial use or modification of SM NFTs constitutes an infringement of intellectual property rights.

2.3. Commercial Use Restrictions

Unless explicitly authorized in writing by dWallet, users are prohibited from:

- Selling merchandise featuring SM NFT artwork or any derivatives thereof.
- Using SM NFTs in promotional materials, advertisements, or endorsements.
- Incorporating SM NFT imagery in any business or revenue-generating project.

Users who wish to obtain a commercial license must submit a formal request at legal@dwalletlabs.com. Licensing decisions are made at the sole discretion of dWallet.

3. Restrictions & Prohibited Uses

3.1. General Restrictions

Users agree that they will not use SM NFTs for any activity that is unlawful, deceptive, or prohibited under these T&Cs.

Specifically, users shall not:

- Engage in fraudulent, deceptive, or misleading practices related to the SM NFTs.
- Use NFTs for illegal financial activities, including but not limited to money laundering, terrorist financing, Ponzi schemes, or unauthorized securities offerings.
- Participate in insider trading, price manipulation, wash trading, or artificially inflating market prices.
- Attempt to defraud Us, other users, or third-parties.
- sell SM NFTs on Third-Party Marketplaces (as defined below) that do not comply with these T&Cs.

3.2. Technical & Security Restrictions

Users are strictly prohibited from engaging in any activity that interferes with the integrity, security, or functionality of SM NFTs, including:

- Hacking, reverse engineering, or tampering with the smart contracts governing SM NFTs.
- Exploiting vulnerabilities or using bots, automation tools, or other software to gain an unfair advantage over other users.

- Deploying spam transactions, denial-of-service attacks, or blockchain congestion tactics to disrupt normal SM NFT operations.
- Circumventing access controls, security measures, or attempting to breach private systems.

3.3. Prohibited Jurisdictions & Sanctions Compliance

Users located in, ordinarily residing in, or organized under the laws of restricted or sanctioned jurisdictions are prohibited from accessing or transacting with SM NFTs.

This includes:

- Countries or territories subject to sanctions imposed by Israel, the United States (OFAC), the European Union, the United Nations, or other applicable authorities.
- Individuals or entities identified on any of these government sanction lists.

You further agree not to access or use SM NFTs if:

- You are a person owned or controlled, directly or indirectly, by any person or entity subject to sanctions or located in, ordinarily resident in, or organized under the laws of a sanctioned territory.
- Any of your officers, managers, directors, shareholders, or authorized representatives are subject to sanctions or are located in, ordinarily resident in, or organized under the laws of a sanctioned territory, or are owned or controlled, directly or indirectly, by any person subject to such sanctions.
- You transact with or on behalf of individuals or entities subject to sanctions or otherwise falling into any of the categories above.

Users must not:

- Use VPNs, proxies, or anonymization tools to bypass jurisdictional restrictions.
- Engage in transactions that violate international financial regulations.

These representations must remain true for the duration of your use or interaction with SM NFTs. You further agree not to enable access to or use SM NFTs for any natural or legal person that falls into any of the categories above.

We reserve the right to block, restrict, or nullify transactions involving prohibited jurisdictions without prior notice.

4. Disclaimers & Limitation of Liability

4.1. General Disclaimer of Warranties

SM NFTs are provided on an "as-is" and "as-available" basis. We make no representations or warranties of any kind, whether express or implied, and you irrevocably waive herein and shall not bring against Us and / or Our Representatives any claims against Us in connection with your purchase and / or holding and / or transfer and / or sell of the SM NFTs, including without limitations:

- The value, liquidity, or future resale potential of SM NFTs.
- transaction delays, gas fees, and blockchain instability.
- The security, functionality, or availability of smart contracts governing SM NFTs.
- Loss of SM NFTs due to smart contract errors, technical failure, hacks, or unauthorized access.
- The uninterrupted operation or error-free nature of blockchain transactions.
- The continued compatibility of SM NFTs with future blockchain technology or platforms.
- Loss of functionality, accessibility, or usability due to industry changes.
- Regulatory or legislative actions affecting SM NFT transactions, ownership or usability.
- Technical failures, including blockchain forks, protocol changes, or security vulnerabilities.
- Modifications, suspensions, or terminations of these T&CTerms.
- Changes to SM NFT and / or Key NFT functionality, level-up mechanics, or pricing models.
- Adjustments to blockchain integrations, token attributes, or metadata availability.

You confirm hereby that you have conducted independent research and understand the inherent risks associated with digital assets, and you assume all risks associated with your purchase and / or holding and / or transfer and / or sell and / or use of the SM NFTs.

4.2. No Responsibility for Losses

By purchasing or interacting with SM NFTs, you acknowledge and accept the following risks:

- Transactions on the blockchain are irreversible. If a SM NFT is lost, stolen, or transferred to the wrong address, We or any other third party cannot recover or restore it.
- SM NFTs are non-custodial. We do not hold or store private keys, wallets, or SM NFT ownership records outside of the blockchain. We are not responsible for private key security. You shall bear full responsibility for managing their wallets, keys, and authentication credentials.

You shall bear full responsibility for securing your SM NFTs and associated digital wallets. This includes:

- Safeguarding private keys, seed phrases, and authentication credentials.
- Protecting assets from phishing, hacking, malware, and unauthorized access.
- Using reputable third-party wallets and avoiding unverified software.

4.3. No Guarantees of Marketplace Availability

SM NFTs are freely transferable between users through blockchain transactions where technically possible. However, you acknowledge that:

- You assume all risks related to secondary market transactions. We do not guarantee liquidity, future demand, or market value of SM NFTs.
- Any third - party platform, exchange, or smart contract service that facilitates the purchase, sale, or transfer of SM NFTs ("**Third-Party Marketplace/s**"), if any, operates independently, and may impose additional terms that differ from these T&Cs.
- In no event shall We be responsible for Third-Party Marketplaces, including their fees, downtime, policies, or security vulnerabilities. If you decide to engage and / or interact in any way with any Third-Party Market Place, such engagement and / or interaction shall be made at your sole responsibility and risk.
- Any potential price and liquidity of a SM NFT in secondary markets are subject to market fluctuations and external factors beyond Our control.
- We do not guarantee that SM NFTs will be tradable, resalable, or supported by any Third-Party Marketplace.
- Market conditions, platform policies, and regulatory changes may affect the ability to buy, sell, or transfer the SM NFTs.

4.4. Smart Contract & Blockchain Risks

SM NFTs operate on smart contracts deployed on the Sui blockchain. You acknowledge that:

- all SM NFT transactions are executed via smart contracts without manual intervention or modification by Us.
- Smart contracts, which facilitates, verifies, and enforces transactions involving SM NFTs are deployed on the Sui blockchain and may be subject to security vulnerabilities, coding flaws, exploits, fraud, hacking, scams, upgrades, technical failures or forks. We are not responsible for unauthorized transactions, phishing attacks, or malicious third-party activity.

4.5. No Fiduciary or Investment Relationship

By purchasing or interacting with SM NFTs, you acknowledge that:

- We are not acting as a financial advisor, fiduciary, or custodian.
- You assume full responsibility for assessing the risks and implications of purchasing and holding SM NFTs.

Users should consult independent legal, financial, and tax professionals before engaging in any SM NFT transactions.

4.6. Force Majeure

You acknowledge that We shall not be held liable for any failure or delay in fulfilling obligations due to events beyond Our reasonable control, including:

- Natural disasters, pandemics, war, terrorist acts, civil disturbances, or cyberattacks.
- Regulatory or legislative changes that impact NFT transactions.
- Unexpected changes in blockchain technology, including forks, protocol changes, or security vulnerabilities.
- Industry-wide disruptions, including the failure of major blockchain platforms or service providers.

5. Indemnification

5.1. By purchasing, holding, transferring, or interacting with SM NFTs, you agree to indemnify, defend, and hold harmless Us, Our affiliates, officers, directors, employees, contractors, agents, licensors, and suppliers ("**Representatives**") from and against any claims, liabilities, damages, losses, or expenses, including legal fees and court costs, arising from:

- violations of these Terms & Conditions.
- Unauthorized, fraudulent, or illegal transactions involving SM NFTs.
- Smart contract failures or blockchain network security breaches caused by user negligence or unauthorized transactions.
- Use of SM NFTs in a manner that violates applicable laws or regulations.
- Any third party's claim in connection with your purchase, sell and / or use of the SM NFTs (excluding where it is finally determined that such claim is resulted from Our willful misconduct).

5.2. Indemnification for Third-Party Actions

You agree that your indemnification obligations extend to claims arising from third-party misuse of your SM NFTs, wallets, or blockchain transactions, including:

- Unauthorized transactions made by third parties using you wallet.
- Hacked accounts or compromised private keys leading to fraudulent activity.
- Third-party services (e.g., NFT marketplaces, custodians, or wallet providers) causing financial loss or security breaches.

Users acknowledge that they bear full responsibility for securing their accounts and transactions.

5.3. Our Rights to Defend & Enforce Indemnification

We retain the exclusive right to assume the defense and control of any claim subject to indemnification under this section.

You agree that:

- You shall cooperate fully with Us in asserting available defenses and handling related proceedings.
- Any settlement of a claim requiring user payment shall be subject to Our prior written approval.

5.4. No Limitation on Remedies

The indemnification obligations outlined in this section do not limit or restrict Our right to:

- Seek legal damages and injunctive relief against violators.
- Report fraudulent or illegal SM NFT activities to law enforcement authorities.
- Restrict, suspend, or revoke SM NFT functionalities for users involved in violations.

You acknowledge that indemnification responsibilities remain in effect even after you transfer or sell a SM NFT.

6. Dispute Resolution

6.1. Informal Resolution Process

We encourage you to resolve disputes amicably before engaging in legal proceedings. If a dispute arises:

1. Negotiation: you must first attempt to resolve disputes informally by contacting legal@dwalletlabs.com.
2. Mediation: If unresolved, both parties may voluntarily enter into mediation with a neutral third party.
3. Binding Arbitration: If mediation fails, the dispute must be resolved through arbitration, as detailed below.

6.2. Mandatory Arbitration Agreement

By using or transacting with SM NFTs, you agree that any dispute, controversy, or claim shall be resolved through final and binding arbitration.

- Location & Governing Law: Arbitration shall take place in Tel Aviv, Israel, under Israeli law.

- Arbitration Rules: The arbitration shall be conducted in English, in accordance with the rules of the Israeli Institute of Commercial Arbitration.
- Arbitrator Selection: The arbitrator shall be appointed by mutual agreement. If no agreement is reached, an arbitrator shall be appointed by the Israeli Institute of Commercial Arbitration.
- Final & Binding Decision: The arbitrator's decision shall be final and binding, with no right to appeal.

6.3. Class Action Waiver

You agree that:

- All disputes must be resolved on an individual basis.
- You waive herein any right to participate in a class-action lawsuit or joint arbitration.

6.4. Costs & Fees

- Each party shall bear its own arbitration costs, unless otherwise determined by the arbitrator.

6.5. Governing Law & Jurisdiction

- These Terms & Conditions and any disputes shall be governed by and construed in accordance with the laws of Israel, without regard to conflict-of-law principles.
- If arbitration is deemed unenforceable, disputes must be litigated exclusively in the courts of Tel Aviv, Israel.
- Users expressly waive objections to jurisdiction and venue in such courts.

6.6. Limitation on Claims

- Users must bring any claim within one (1) month from the date the dispute arises.
- Failure to file within this period permanently bars the claim.

6.7. Legal Costs & Attorney Fees

- Each party shall bear its own legal costs and attorney fees, unless a court or arbitrator determines otherwise.
- We reserve the right to recover legal costs if a user's claim is deemed frivolous or brought in bad faith.

6.8. Enforcement of Judgments

You acknowledge that:

- Any final arbitration award or court judgment issued under these Terms may be enforced in any jurisdiction where you have assets or operations.
- We reserve the right to pursue legal enforcement in multiple jurisdictions if necessary to recover damages or enforce rulings.

7. Amendments & Termination of Service

7.1. Right to Modify Terms

We reserve the right to update, modify, or discontinue any part of these T&C at its sole discretion, without prior notice. Continued use of SM NFTs constitutes acceptance of any such changes. You can see the date of our last update of these T&C and the header of this T&C. It is your responsibility to check these T&C for any updates.

7.2. Suspension or Termination of Services

We reserve the right to suspend, restrict, or terminate services related to SM NFTs, if any, for any reason including without limitations:

- Regulatory Actions – If new laws, court rulings, or governmental policies restrict or prohibit SM NFT transactions.
- Technical Failures – If blockchain disruptions, smart contract vulnerabilities, or unforeseen system errors impact SM NFT functionality.
- Security Breaches – If cyberattacks, unauthorized access, or fraudulent activities compromise platform integrity.
- Policy Violations – If a user engages in fraudulent transactions, violates these Terms, or manipulates SM NFT activities.

7.3. User Obligations Upon Termination

If services related to SM NFTs are suspended or discontinued:

- You shall have no right to claim compensation, refunds, or damages.
- SM NFT ownership remains on the blockchain, but related services (such as level-ups or access rights) may be disabled.
- You must independently manage your assets, including transferring SM NFTs to personal wallets before service discontinuation.
- Certain obligations, such as indemnification and dispute resolution, shall survive termination.

8. Privacy & Data Collection

8.1. Scope of Data Collection

We might collect limited user data to ensure compliance with legal, regulatory, and security requirements. This includes:

- Blockchain transaction metadata, such as wallet addresses, timestamps, and transaction IDs.
- User-provided contact information, if explicitly submitted for customer support, legal inquiries, or compliance purposes.

No personally identifiable information (PII) is collected unless explicitly provided by you.

8.2. Third-Party Data Sharing

We do not sell or rent user data. However, certain data may be shared with:

- Regulatory authorities, if legally required.
- Blockchain analytics providers, for fraud detection and network security.
- Service providers that assist in security, compliance, and fraud prevention.

8.3. Data Retention & Security Measures

We retain user data only as long as necessary for compliance and security purposes.

- Data is protected using industry-standard security measures.
- Access is restricted to authorized personnel with a legitimate business need.
- Blockchain transaction data is public and cannot be modified, deleted, or altered.

Users acknowledge that blockchain transactions are immutable and outside the scope of conventional data protection laws.

8.4. Public Blockchain Transactions Disclaimer

Users acknowledge that:

- Blockchain transactions, including wallet addresses, are permanently recorded on the Sui blockchain.
- We have no ability to alter, delete, or anonymize blockchain transaction data.
- Public blockchain data is accessible to third parties, including analytics firms and regulatory agencies.

By continuing to engage with SM NFTs, users expressly accept that blockchain transactions are public by design.

9. Miscellaneous

9.1. Entire Agreement

These T&C constitute the entire agreement between you and Us regarding SM NFTs.

You acknowledge that:

- These T&C supersede any prior agreements, discussions, or representations related to SM NFT transactions.
- No statements, advertisements, or discussions outside these T&C create additional rights or obligations.

9.2. Severability

If any provision of these T&Cs found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

- The invalid provision shall be modified to the extent necessary to make it enforceable.
- If modification is not possible, the unenforceable portion shall be severed, and the remainder of these Terms shall remain binding.

9.3. No Waiver

Failure by Us to enforce any provision of these T&C shall not constitute a waiver of such rights.

Users acknowledge that:

- A waiver must be in writing and signed by an authorized representative of dWallet.
- A waiver of any breach does not constitute a waiver of any subsequent breaches.

9.4. Assignment & Transfer

- You may not assign, transfer, or delegate their rights or obligations under these T&C without prior written consent from Us
- We may freely transfer Our rights and obligations under these T&C without restriction.

9.5. Third-Party Beneficiaries

These T&C do not create any third-party beneficiary rights.

No individual or entity, other than users and Us shall have any right to enforce these T&C.

9.6. Governing Language

In the event of a discrepancy between translated versions of these Terms, the English version shall take precedence and be the controlling document for all legal interpretations.

9.7. Survival of User Obligations and Key Provisions

You acknowledge that their obligations under these T&C remain enforceable even after they cease using SM NFTs and/or the termination of these T&C. Any provisions regarding applicable law and/or limitation of liability shall apply as well.

9.8. Contact and Support

For inquiries, clarifications, or legal concerns regarding these T&C, users may contact Us through:

- Official Website: <https://mfsquid.market>
- Email: legal@dwalletlabs.com