



# GENERAL REDEMPTION TERMS OF THE OBOLUS-NFT

## 1. Scope

- 1.1. These general redemption terms apply to the redemption of the OBOLUS-NFT within the business relationship between the customer and CHARONIUM®. These general redemption terms are expressly agreed upon by you and us as essential contract terms.
- 1.2. Inspection Opportunity. You have the opportunity to carefully read these general redemption terms ("Redemption Terms") before entering into a contract. Furthermore, the text of the Redemption Terms will be electronically provided to you in a format allowing storage on a permanent data carrier.

## 2. Redemption

- 2.1. Number Code. Each CHARONIUM® Obolus is delivered with a folding card including a number code. By entering the number code, the OBOLUS-NFT can be redeemed on the website.
- 2.2. Redemption. The redemption of the OBOLUS-NFT takes place on the website [redeem.charonium.com](https://redeem.charonium.com). Within the redemption process, the customer is redirected to the website of a third-party partner company. The number code is entered into an input mask on the partner company's website.
- 2.3. Verification and Allocation. If the number code is valid, the OBOLUS-NFT is provided and transferred to the wallet address specified by the customer. In the context of generating and transferring the OBOLUS-NFT, the customer bears the applicable costs, especially the transaction fee, themselves.
- 2.4. Transfer. Transfer of the OBOLUS-NFT to third parties or other customers is not possible due to technical restrictions unless actively unlocked/activated by CHARONIUM®.
- 2.5. Scope of Use. The customer is enabled to utilize the benefits and advantages received through the OBOLUS-NFT in relation to Charonium.

## 3. Usage Rights

- 3.1. Usage Right. CHARONIUM® grants the customer a non-exclusive, territorially restricted to the Member States of the European Union, and time-limited right (for a period of six months from the creation of the OBOLUS-NFT) to redeem the OBOLUS-NFT on the website. All exploitation rights and intellectual property rights remain entirely and at all times with CHARONIUM®.
- 3.2. Exclusion. No further rights are granted to the customer. In particular, the customer does not have the right to:
  - 3.2.1. edit, distribute, or reproduce the OBOLUS-NFT, especially to create derivative NFTs based on the OBOLUS-NFT;
  - 3.2.2. rent, loan, or otherwise transfer it.

## 4. Customer's Obligations

- 4.1. Duty of Care. The customer is aware of the functional features and conditions of the OBOLUS-NFT. It is the sole responsibility of the customer to take appropriate measures to ensure the functionality of the OBOLUS-NFT. This



includes, in particular, setting up a wallet to which the OBOLUS-NFT can be transferred.

- 4.2. Unauthorized Access. The customer undertakes to secure the OBOLUS-NFT from unauthorized access by appropriate means, such as keeping the password or private key for wallet access confidential.
- 4.3. Use. The customer assumes sole responsibility for the use of the OBOLUS-NFT and indemnifies CHARONIUM® from all claims, damages, and losses arising from the customer's contractual or negligent behavior.
- 4.4. Breach of Duty. In case of breach of the above obligations, the customer bears all resulting disadvantages and costs.

## **5. Warranty and Liability**

- 5.1. Warranty Disclaimer. Charonium provides the OBOLUS-NFT to customers free of charge. CHARONIUM® is not liable for any legal or material defects.
- 5.2. Limitation of Liability. CHARONIUM® is not liable for material damages resulting from gross negligence or intent. CHARONIUM® is particularly not liable for errors in products or services whose functionality depends on third-party data or services.
- 5.3. Availability. CHARONIUM® is not liable for faulty entries on the website attributable to the customer.

## **6. Right of Withdrawal**

- 6.1. AUCG. We point out that, due to the gratuitous provision of the OBOLUS-NFT according to § 1 para 2 subparagraph 1 AUCG, the provisions of the AUCG do not apply. In particular, the consumer has no right to withdraw from a distance contract within 14 days of its conclusion without giving reasons, according to § 11 AUCG.
- 6.2. UCTA. Furthermore, we point out that due to the gratuitous nature of the contract according to § 3 para 3 subparagraph 3 UCTA, the consumer has no right of withdrawal according to § 3 UCTA.

## **7. Miscellaneous**

- 7.1. Validity. If the customer is not a consumer: Should a provision of this agreement be invalid, voidable, or unenforceable, the validity of the agreement remains unaffected, provided that this corresponds to the intention of the parties as it arises from the provisions of this agreement in their context.
- 7.2. Applicable Law. Austrian law shall apply to this agreement, excluding the referral provisions of Austrian International Private Law.
- 7.3. Jurisdiction. The place of jurisdiction is the domicile of the consumer. If the customer is not a consumer, the place of jurisdiction is the registered office of the company.

In the event of any ambiguity arising from translation, the German legal text shall prevail. The German version of this policy is the authoritative and binding document, and any translations provided are for convenience only. In case of any conflict or discrepancy between the German version and its translation, the German version shall be considered definitive and controlling.