

Inspir3

Introduction

Inspir3.io, represented by "Inspir3" and the "Inspir3 Group". We, at Inspir3 and the Inspir3 Group, are at the forefront of the digital revolution, pioneering a space where unique digital assets transcend being mere trends and become integral companions in our daily lives.

By engaging with our services, you are not only interacting with Inspir3 but also entering into a contractual relationship with the Inspir3 Group. This signifies your acknowledgment and acceptance of the stipulations outlined in these Terms of Sale. We urge you to peruse these terms diligently, as they encompass crucial insights regarding your rights and responsibilities.

Scope of Our Terms

Our Terms exclusively govern the use of services provided by Inspir3.io. Should you venture into services offered through external links on our platform, be advised that they fall outside the purview of these Terms. It's crucial to familiarize yourself with the terms associated with those third-party services before engagement. By interacting with any facet of our platform, you unequivocally accept the conditions set forth in these Terms.

If, for any reason, you find yourself in disagreement with our Terms, we kindly ask that you refrain from using our platform and its associated services.

1. Guidelines for Your NFT Engagement with Inspir3.io

Each NFT acquired from our platform is accompanied by specific terms. By procuring an NFT, you signify your assent to these stipulated terms.

Please be informed that our overarching platform terms, inclusive of user agreements, are applicable. Furthermore, in our commitment to safeguarding your digital identity, our Data and Privacy Policy remains paramount.

Should there arise a circumstance where our NFT terms conclude, rest assured that obligations established prior to such a conclusion remain intact and binding.

2. Provisions for NFT Transactions on Inspir3.io

We present the following stipulations concerning the acquisition of Non-Fungible Tokens (NFTs):

From time to time, Inspir3.io may curate and present NFTs for acquisition. These digital treasures might stand alone or be intertwined with a myriad of other digital offerings available on our illustrious platform.

Our engagement with esteemed buyers is strictly bilateral, ensuring a personalized and direct transactional experience.

It's paramount to understand that our NFT offerings are neither financial instruments nor investment opportunities. They are unique digital utility tokens, and any acquisition should not be driven by speculative or investment motives. Inspir3.io does not provide financial, tax, or investment counsel.

Should you, the revered purchaser, decide to pass on the NFT's digital essence to another, be aware that such transactions might traverse platforms or digital wallets beyond our domain. These external entities might impose transactional fees. Furthermore, should the transaction occur within our marketplace, Inspir3.io may levy certain fees or commissions, payable upon the transaction's completion.

3. Preliminary Considerations for NFT Acquisition

Buyers should possess a robust understanding of NFT management, especially when it comes to Digital Wallet operations.

Buyers are expected to be compliant with their local jurisdiction's rules and norms related to NFT procurement.

It's essential to recognize the potential challenges, including IT security nuances and the intricacies of uninterrupted NFT access.

While NFTs offer a unique ownership experience, Inspir3.io doesn't guarantee any specific financial outcomes or returns.

All NFT-related engagements on our platform are considered to take place within St. Vincent & Grenadines' jurisdiction.

Buyers should ensure that Digital Coins utilized for transactions on our platform are not linked to any unlawful activities. Non-compliance might result in account deactivation without any form of redress.

All NFT transactions, whether they involve fiat, Digital Currency, or other NFTs, are conducted directly between users, fostering a peer-to-peer ecosystem.

Buyers are required to complete payments in the specified currency, including Digital Currency, before finalizing any NFT purchase.

Buyers are urged to avoid engaging in deceptive trading practices, such as "wash trading" or "front-running". Such actions undermine the trust and transparency of the NFT community. We do not guarantee that a trade will be satisfactory or that trades will be a fair exchange of value between the parties to that trade.

We are not responsible for any Loss caused by a Buyer's failure to act in accordance with any applicable terms and conditions attaching to any NFTs sale;

We do not guarantee that a trade will be satisfactory or that trades will be a fair exchange of value between the parties to that trade. We reserve the right to determine in our sole discretion, with or without notice to Buyers or trading partners, that any proposed or completed transaction regarding NFTs violates these Terms.

You agree, by using our service that you had the opportunity to obtain independent legal advice in relation to the terms and effect of these NFT Terms;

NFTs are not designed for speculative purposes and should not be viewed as traditional financial products. No information provided should be taken as financial or investment counsel to any buyer or individual. Specifically, NFTs should not be perceived as:

- Any form of currency, barring cryptocurrencies or Digital Currencies.
- Bonds, equities, or shares issued by us or any other entity.
- Rights or derivatives related to such bonds or shares.
- Contracts aimed at ensuring profit or preventing loss.
- Components of a collective investment arrangement.
- Mutual fund units or their derivatives.
- Any other type of investment, whether regulated or not.

Furthermore, it's essential to note:

NFTs can be subject to significant price fluctuations and may even become valueless in the future.

A buyer who doesn't clear necessary identity verifications might face restrictions in using their purchased NFTs, with no option for refunds or claims against us.

Buyers using Digital Coins for NFT transactions must ensure these coins aren't linked to any illicit activities. Breaching this may lead to the termination of the buyer's NFT account and forfeiture of associated NFTs without compensation.

Buyers should recognize that NFT transactions are at their discretion and risk. Our platform facilitates direct peer-to-peer NFT exchanges, whether for fiat, Digital Currency, or other NFTs.

Full payment in the designated currency (including Digital Currency) is mandatory before acquiring any NFTs, even in auction scenarios.

If any payment reversal occurs, such as due to blockchain disruptions or payment processor issues, buyers are obligated to settle the full Purchase Price promptly upon request.

Our platform serves as a medium for users to trade NFTs, be it for traditional money, Digital Currency, or other NFTs. All trading actions, encompassing NFT or currency transfers, occur directly between participants in a one-on-one transaction.

Every buyer commits to not utilizing the Services for any practices such as “ramping”, “cornering”, “front-running”, “wash trading”, “pump and dump trading”, or other deceitful or fraudulent trading behaviors. This includes: (a) carrying out transactions on a token without any significant shift in actual ownership; (b) intentionally initiating a token purchase transaction when a similar transaction, in terms of size and price, has been or will be made

by the same or different users; (c) aiding, abetting, or directly engaging with any group or combined account set up or operated to manipulate or mislead market values.

4. Return Policy

Except where mandated by law or highlighted through specific conditions at the point of acquisition, NFT orders are final. They cannot be returned due to a change of heart, demand full payment upon purchase, and might necessitate the buyer to link or offer a Digital Wallet for NFT delivery during the sale.

In situations where a refund is warranted and the initial payment was made using Digital Currency, the buyer consents to receiving the refund in the same Digital Currency form. Alternatively, at our discretion, the refund might be in USD, equivalent to the Digital Currency's value on the purchase date, regardless of any value fluctuations by the time the refund is processed.

5. Intellectual Property Protocols on Inspir3.io

Ownership & Licensing Post-Purchase

Upon acquiring an NFT, unless explicitly stated in a related license:

- The buyer possesses the NFT wholly, reserving the right to market, sell, use its utility or list the NFT.
- The buyer obtains an exclusive global license to utilize, display, and relish the utility linked with the NFT, specifically for:
 - Personal, non-commercial engagements or Using its utility.
 - Showcasing the NFT on an NFT marketplace when listing it for sale.
- Ownership of an NFT doesn't grant copyright ownership. No copyright transitions from Inspir3 upon the NFT's transfer, unless otherwise mentioned in the Terms of Service.
- Ownership instantaneously shifts to the new buyer, terminating any prior benefits.
- The previous owner must refrain from using the associated artwork or utility, benefits of the NFT.
- A royalty, determined programmatically, might be deducted from secondary sales, directly benefiting Inspir3.
- We pledge not to unilaterally meddle with, confiscate, reclaim, or modify the ownership of any NFT, unless explicitly declared during the sale.
- We guarantee our authority to list NFTs for sale. While we strive to address any intellectual property violations, we disclaim responsibility for any claims or losses linked to NFTs containing unauthorized or infringing content.
- For the duration of their engagement with the platform, in strict adherence to these terms, we grant buyers a limited license to employ our Intellectual Property, as detailed in our EU Patent Licence (EUIPO), for platform usage and NFT issuance. This license ceases upon the termination of these terms. Any usage of our Intellectual Property post-termination is prohibited. As a condition of this license,

buyers agree to shield us from any costs or claims arising from their use of the Intellectual Property, covering reasonable legal fees.

6. Terms Pertaining to Payments and Associated Liabilities

All financial obligations arising from the acquisition of an NFT shall be comprehensively communicated to the prospective purchaser prior to the consummation of the transaction. Ancillary charges, including but not limited to transactional and service fees, may be levied contingent upon the selected mode of payment.

The enumerated fees are exclusive of any other pertinent taxation liabilities. It remains the onus of the purchaser to settle such dues, and we reserve the right to impose supplementary charges as mandated by prevailing legal statutes.

In circumstances where a purchaser seeks a reversal of charges through their banking institution, credit card entity, or alternative payment facilitators:

- We unequivocally retain the prerogative to suspend or terminate the purchaser's account access forthwith.
- The purchaser is mandated to effectuate the return of any and all NFTs tethered to the contested payment.
- The purchaser shall indemnify us for any diminution in the market value of the NFT from the juncture of initial sale to the point of restitution.

Purchasers encountering pecuniary discrepancies are exhorted to liaise with our dedicated customer relations division. Prior to instituting any formal charge reversal procedures, it is imperative for purchasers to engage in preliminary dispute resolution discussions with us. We assert our unequivocal right to contest any charge reversal with pertinent financial intermediaries or payment facilitators.

FIAT and digital currencies transactions may be orchestrated via third-party facilitators, each governed by their distinct contractual terms and data protection stipulations. Engaging in transactions via these intermediaries signifies the purchaser's cognizance and acceptance of our non-liability pertaining to the operational integrity and security measures of said intermediaries.

7. External Service Providers

Services secured in conjunction with the NFT transaction fall under the purview of the contractual obligations delineated by these third-party entities. The governing terms of such engagements shall be explicitly conveyed during the transactional process, possibly through associated hyperlink citations. Purchasers bear the responsibility to meticulously discern their rights and privileges concerning these third-party services, given that our established protocols expressly prohibit the facilitation of refunds related to such procurements.

8. Digital Currency Volatility and Taxation Implications

Purchasers hereby recognize and concur that Digital Currencies are susceptible to pronounced fluctuations in value, inclusive of potential depreciation to a null value. All risks inherent to such value oscillations pertaining to an NFT acquisition rest exclusively with the Purchaser.

It is the unequivocal responsibility of the Purchaser to address any and all tax implications stemming from NFT transactions, encompassing but not limited to capital gains and income tax liabilities. Under no circumstances shall a Purchaser advance a claim or seek redress against us concerning any financial burdens arising from tax obligations.

9. Applicable Law

These Terms of Sale, including all matters relating to its validity, construction, performance, and enforcement, shall be governed by and construed in accordance with the laws of St. Vincent & Grenadines, specifically the "Virtual Asset Act 2022," without regard to its conflict of laws principles.

Any legal action or proceeding arising under or in connection with these Terms of Sale shall be brought exclusively in the courts of St. Vincent & Grenadines, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

Both parties agree to act in compliance with all provisions, regulations, and guidelines set forth by the "Virtual Asset Act 2022" and any other relevant laws or regulations of St. Vincent & Grenadines pertaining to virtual assets.

Should there be any amendments or updates to the "Virtual Asset Act 2022" or any other relevant laws of St. Vincent & Grenadines, both parties agree to review and, if necessary, modify their obligations under these Terms of Sale to remain in compliance.

10. Mediation and Tribunal Adjudication

In the event of any dispute arising out of or in connection with these Terms of Sale, the parties shall first seek to resolve the dispute amicably through mediation. Both parties agree to participate in good faith and shall endeavor to resolve their differences through this process.

If the parties are unable to resolve the dispute through mediation within thirty (30) days, or such longer period as they may mutually agree upon, either party may refer the dispute to arbitration.

All mediation and arbitration proceedings shall be governed by and construed in accordance with the laws of St. Vincent & Grenadines.

Unless otherwise decided by the arbitrator(s) or the tribunal, each party shall bear its own costs and expenses of mediation and arbitration, and the costs and expenses of the arbitrator(s) and the arbitration shall be shared equally by the parties.

11. Definitions:

NFT (Non-Fungible Token): A unique digital asset verified using blockchain technology. Unlike cryptocurrencies such as Bitcoin or Ethereum, which are fungible and can be exchanged on a one-for-one basis, NFTs are distinct and cannot be exchanged on a like-for-like basis.

Digital Wallet: A software-based system that securely stores users' payment information and passwords for numerous payment methods and websites. It's used to manage and store NFTs and cryptocurrencies.

MultiversX network: A decentralized platform or network. The specific functionalities and features of this are detailed, [here](#).

Digital Coins/Digital Currency: Cryptocurrencies or virtual currencies used as a medium of exchange, secured and verified by cryptography.

Blockchain: A decentralized digital ledger used to record transactions across multiple computers so that any involved record cannot be altered retroactively, without the alteration of all subsequent blocks.

Wash Trading: A deceptive trading practice where an investor simultaneously sells and buys the same financial instruments to create misleading, artificial activity in the marketplace.

Front-running: A deceptive practice where someone with advance knowledge of a significant transaction in the market, trades on that knowledge before the transaction is executed, to achieve a financial gain.

Ramping: Manipulating the market price of an asset to give a false or misleading appearance with respect to the market for, or the price of, any derivatives on an underlying security.

Pump and Dump Trading: A type of securities fraud involving artificially inflating the price of an owned stock through false and misleading positive statements.

FIAT: Currency that a government has declared to be legal tender, but it is not backed by a physical commodity. Examples include the RON, US Dollar, Euro, etc.

Royalty: A payment made to the creator of content (or their estate) for the use of their intellectual property.

Intellectual Property: Creations of the mind, such as inventions; literary and artistic works; designs; symbols, names, and images used in commerce.

EUIPO (European Union Intellectual Property Office): The European Union agency responsible for registering trade marks and designs that are valid in all 27 countries of the EU.

Charge Reversal: A return of funds to a consumer, mainly used in credit card transactions.

Peer-to-peer: A decentralized form of interaction where two parties interact directly with each other, without intermediation by a third party.

Platform: Inspir3.io operates as a decentralized multi-brand lifestyle, loyalty, and rewards application on the MultiversX network. It allows users to possess personalized digital collectibles, which can be redeemed for various benefits like cash-back, discounts, gated access, and unique experiences.

User Benefits: Users of Inspir3.io can:

- Earn rewards such as cash back, discounts, coupons, collectibles, digital stamps, and giveaways.
- Unlock access to new benefits and experiences, both physically and digitally.
- Subsequent NFTs will be soulbound, meaning they will NOT be available for trading. However, their sub-NFTs can be traded.