NOFU

TERMS OF SERVICE

Last Updated: 19 August 2026

Legal review required: This draft is a structured commercial draft, not legal advice and not a certification of compliance. Before publication, NOFU should have qualified Croatian/EU counsel confirm the legal entity, consumer terms, VAT, payment and escrow structure, marketplace obligations, crypto-asset classification, AML/KYC requirements, sanctions controls, intellectual-property licensing, data-protection architecture, and shipping arrangements.

1. About These Terms

These Terms govern access to and use of the NOFU platform, including the website at [nofu.co], related applications, marketplace features, creator tools, verification services, logistics services and other services that connect Digital NFTs with physical collectibles (together, the Platform or Services).

NOFU is a phygital collectibles protocol built on a two-asset ownership architecture. Every collectible is represented by two independent but linked instruments:

- **Digital NFT —** The artwork or creative expression, freely tradeable on compatible marketplaces (such as OpenSea for the Genesis Collection).
- **Physical NFT (Certificate of Authority / COA NFT) —** The on-chain proof of ownership authority over the corresponding physical collectible. The COA is the Physical NFT itself. It is not a paper certificate or physical document. Whoever controls the Physical NFT controls the ownership claim over the physical collectible.

Physical transfers of collectibles occur exclusively through NOFU's escrow-protected sale flow and mandatory HQ verification and shipment. Digital NFTs may be traded on supported external marketplaces.

NOFU is not a custodian of your private keys, a bank, a traditional auction house, or a guarantee of the future value of any NFT or physical item. We provide the infrastructure, verification layer and marketplace tools that enable creators, collectors and brands to connect digital ownership with real-world objects.

If you are a consumer, these Terms do not limit mandatory rights under the law of your country of residence.

2. Definitions

Buyer means a user who purchases or agrees to purchase a Collectible through the Platform.

Creator means a user, creator, brand or other rights holder that submits, mints, lists or authorizes a creative work or Collectible.

Collectible means the physical collectible and its associated Digital NFT and/or Physical NFT (COA), as identified in the applicable Listing.

Digital NFT means the blockchain-based token identified in a Listing as representing or being associated with a digital creative work.

Physical NFT (COA) means the blockchain-based token identified in a Listing as the on-chain record associated with a specific physical collectible and the Platform's recognized authority process for that collectible, subject to these Terms and applicable law.

Listing means an offer displayed on the Platform to sell or transfer a Digital NFT, Physical NFT (COA), Collectible or related rights.

Seller means the person or entity identified in the Listing as offering a Collectible or related asset for sale.

Supported Blockchain means a blockchain or network that NOFU expressly supports for a particular feature.

User Content means content, metadata, images, descriptions, messages, submissions, feedback and other material supplied by a user.

Wallet means a compatible blockchain wallet controlled by a user or provided by a third-party wallet provider.

Business User means a user acting for purposes relating to that user's trade, business, craft or profession.

Consumer means an individual acting mainly outside that person's trade, business, craft or profession.

3. NOFU's Role

NOFU provides technology, marketplace, verification and logistics tools that may enable creators, collectors and brands to connect Digital NFTs with physical collectibles.

Unless a Listing expressly identifies NOFU as the seller, NOFU is not the seller or buyer of the physical collectible. The sale contract for a physical collectible is generally between the Seller identified in the Listing and the Buyer. NOFU may separately provide platform, verification, logistics or related services to users.

The applicable Listing and checkout page must identify, where relevant:

- The seller's identity and whether the seller is a trader or private individual.
- The physical collectible and associated tokens.
- The price, fees, taxes and shipping charges.
- The applicable delivery and verification process.
- Any special licence, redemption or transfer conditions.

Where the Seller is not a trader, certain consumer-protection rules may not apply to the sale contract between the Buyer and that Seller. This does not affect rights relating to services separately supplied by NOFU or any mandatory rights that apply by law.

NOFU is not a bank, investment adviser, traditional auction house, insurer, custodian of private keys, or guarantor of the value, liquidity or future marketability of an NFT or physical collectible. NOFU must not describe itself as providing a regulated service unless the relevant service and regulatory status are expressly identified and legally permitted.

No Securities or Investment Advice

NOFU does not market or present Digital NFTs or Physical NFTs (COA) as investment products. Unless a specific product or service is expressly identified otherwise following applicable legal review, they are offered as digital representations of creative works and/or records associated with physical collectibles. NOFU does not provide financial, investment, tax or legal advice. Nothing provided through the Platform should be construed as a recommendation to buy, sell or hold any NFT, token or collectible. You are responsible for evaluating the merits and risks of each transaction.

4. Eligibility and Restricted Use

You must be at least 18 years old, or the age of majority in your country of residence if higher, to use the Platform.

If you use the Platform for a company or other legal entity, you represent that you have authority to bind that entity.

You must not use the Platform if:

- You are located in, resident in, or acting for a person in a jurisdiction where use of the relevant Service is illegal or restricted.
- You are subject to applicable sanctions or appear on an applicable sanctions list.
- You are acting for or benefiting a sanctioned person or restricted jurisdiction.
- Your use would breach applicable law, regulation, court order or contractual restriction.

NOFU may conduct risk-based checks and may refuse, delay, suspend, restrict or cancel an account or transaction where reasonably necessary for legal, sanctions, fraud, security or compliance reasons. Where permitted by law, NOFU will provide notice. NOFU may withhold details where disclosure would be unlawful, compromise an investigation or create a risk of circumvention.

Sanctions Screening

Applicable sanctions lists may include, among others, the UN Security Council Sanctions List, the U.S. Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List, and the EU Consolidated List of persons, groups and entities subject to EU financial sanctions. You must not use the Platform on behalf of, for the benefit of, or to facilitate a transaction involving a sanctioned person or restricted jurisdiction.

You must not circumvent geographic restrictions through VPNs, proxies or other means.

5. Accounts and Wallets

You must provide accurate, complete and current information and keep it updated.

You are responsible for your Wallet, private keys, seed phrases, authentication credentials and devices. NOFU does not receive or control private keys through a non-custodial Wallet connection and cannot recover a lost Wallet or reverse a completed blockchain transaction.

You must immediately notify NOFU at [SECURITY EMAIL] if you reasonably suspect unauthorized access, credential compromise, fraud or a security incident involving your account or a NOFU transaction.

If NOFU offers an embedded Wallet or another third-party Wallet service, that service may be governed by additional terms. The provider's infrastructure, security and availability may affect the service.

6. Digital NFTs and Physical NFTs

A Digital NFT may represent or be associated with a sketch, design, artwork or other creative work. It may be transferred or listed on compatible marketplaces, subject to the relevant smart contract, Listing, collection terms and third-party marketplace rules.

A Physical NFT (COA) is an on-chain instrument associated with a specific physical collectible. Physical markers such as QR labels, serial markings or NFC chips identify the item and do not independently confer transfer authority.

COA and Smart-Contract Linking

The Certificate of Authority (COA) is the Physical NFT itself and is not a paper certificate or separate physical document. Physical markers such as QR labels, serial markings or NFC chips are identification tools only and do not independently transfer ownership authority.

Where a collection uses bidirectional smart-contract linking, the relevant contracts may record the counterpart chain identifier, contract address and token identifier so that the Digital NFT and Physical NFT (COA) can be independently matched. The applicable Collection Terms and Technical Documentation will identify whether this architecture is used, how it may be updated, and any technical limitations.

The Digital NFT and Physical NFT (COA) may be linked through smart contracts. The applicable collection documentation will identify the relevant chains, contract addresses, token identifiers, links and technical limitations.

A Digital NFT transfer outside NOFU does not, by itself, transfer the Physical NFT (COA), the physical collectible, physical delivery rights or access to NOFU’s verification and delivery process. Users must not describe a standalone Digital NFT as including physical redemption or ownership rights unless the applicable collection terms expressly say so.

Subject to applicable law, a completed NOFU-supported transfer of the Physical NFT (COA) is intended to record the Platform’s recognized authority to request possession and delivery of the linked physical collectible under the applicable process. It does not override mandatory law, court orders, third-party rights, insolvency rules, consumer rights, claims arising from fraud or theft, or other legal rights.

7. Listings and Sale Process

A Listing must accurately describe the asset, condition, associated tokens, rights, price, fees, delivery terms and material restrictions.

The applicable Listing and checkout flow will state whether the Seller is NOFU, a professional trader, a creator, a brand or a private individual.

A Listing may be withdrawn, corrected, rejected or suspended before acceptance where there is an error, suspected fraud, legal or compliance concern, technical problem, lack of availability or other reasonable basis.

A physical transaction is not complete until the Platform confirms acceptance and the applicable payment, verification and delivery conditions are satisfied.

The Seller must dispatch the physical collectible to NOFU’s designated facility within [X] business days after receiving shipping instructions, unless the Listing states otherwise. The Seller bears the risk of loss or damage until NOFU records receipt at the designated facility, subject to mandatory law and the applicable Shipping and Insurance Policy.

NOFU may cancel the transaction and refund the Buyer where the Seller fails to dispatch on time, the item cannot be verified, materially differs from the Listing, appears counterfeit or unlawfully obtained, is materially damaged, or completion would create a legal, sanctions, fraud, security or compliance risk.

8. Verification, Escrow and Delivery

For physical resales, the physical collectible may be routed to NOFU or a designated verification and logistics facility. The applicable Listing or Verification Policy will describe the process.

HQ-Routed Verification Flow

Where the applicable Listing or Verification Policy uses NOFU's HQ-routed model, the Seller sends the physical collectible to NOFU or a designated verification facility for inspection before onward shipment to the Buyer. NOFU may inspect authenticity markers, condition, photographs, packaging, metadata and the relationship between the item and the applicable Physical NFT (COA).

Under this model, the Seller does not need to receive the Buyer's delivery address. Delivery information may instead be processed by NOFU and its logistics providers in accordance with the Privacy Policy and applicable data-protection law.

The verification process may require a pre-listing scan or identifier check, supporting photographs, and a further scan or confirmation at dispatch. If the item materially fails verification, NOFU may cancel the transaction, refund the Buyer through the applicable settlement flow, restrict the Listing or account, and take other measures permitted by law and the applicable policy. HQ routing is intended to reduce duplicate-delivery and item-substitution disputes but cannot eliminate all transaction risk.

Verification may include comparison of identifiers, markers, serial numbers, packaging, photographs, metadata, shipment information, condition indicators and other evidence reasonably available to NOFU. Verification is not a guarantee of future market value, complete provenance, legal title, freedom from undisclosed claims, or future determinations by third parties.

Where a physical item fails a material verification requirement, NOFU may reject the transaction, return the item, refund the Buyer, restrict the Seller, retain the item pending investigation, or take another reasonable action permitted by law and the applicable policy.

Where a transaction uses a smart-contract settlement mechanism, the relevant transaction screen or technical documentation will identify the release conditions, network, assets and material technical risks. Where a payment provider holds funds, that provider’s terms also apply.

The term “escrow” refers only to the settlement arrangement expressly identified in the relevant transaction flow. NOFU does not hold client money or provide custody services unless the relevant service and legal status are expressly identified and legally permitted.

Unless mandatory law provides otherwise or the Listing states differently, risk of loss or damage to a physical collectible passes to a consumer when the consumer, or a third party designated by the consumer other than the carrier, obtains physical possession.

9. Shipping, Customs and Insurance

The checkout page will identify applicable shipping charges, available destinations, estimated delivery information, insurance options and, where applicable, taxes, customs charges and import-related costs.

Unless stated otherwise, the Buyer is responsible for import duties, customs clearance charges and taxes imposed by the destination country. NOFU may refuse shipment where export controls, sanctions, customs restrictions, carrier restrictions, legal requirements or security concerns prevent delivery.

The applicable Shipping and Insurance Policy will specify responsibilities for incorrect addresses, refused delivery, failed delivery, storage, loss, damage, carrier claims, insurance limits and customs issues.

10. Creator Submissions and Intellectual Property

Open Onboarding and Compliance Review

Creators and brands may submit original works through NOFU's open onboarding process. NOFU does not represent that creator onboarding is artistic curation or an endorsement of a submission's artistic, commercial or investment value. NOFU may conduct compliance, rights, security and policy checks and may reject, request changes to, remove or restrict a submission where reasonably necessary under these Terms, applicable law or Platform policies.

Creators retain ownership of intellectual property in original works they create or submit, subject to the licences granted under these Terms and any separate Creator Agreement or Collection Terms.

By submitting User Content or minting through the Platform, you represent and warrant that you own or control the rights necessary to submit, mint, display, license and sell the relevant work and that it does not infringe third-party intellectual-property, privacy, publicity or other rights.

Additional Creator Warranties

In addition to the warranties above, you represent and warrant that:

- You have obtained all rights, licences and permissions necessary to submit, mint, license and sell the work.
- You have no outstanding contractual or other obligations that conflict with the rights you grant under these Terms.
- The work and any associated physical collectible are not counterfeit, stolen or fraudulently obtained.
- You have the legal right to grant the licences and permissions described in these Terms and any applicable Creator Agreement or Collection Terms.

You grant NOFU a worldwide, non-exclusive, royalty-free licence to host, reproduce, display, distribute, adapt as technically necessary, and promote the User Content solely as reasonably necessary to operate, provide, secure, improve and market the Platform and the applicable collection. NOFU may sublicense this licence to service providers, marketplaces and promotional partners supporting those purposes.

The licence continues for as long as reasonably necessary to operate the relevant Service, satisfy legal or recordkeeping obligations, resolve disputes, maintain backups, or preserve records of completed transactions. Where User Content is removed, the licence ends for ordinary promotional use within a reasonable period, except for material already incorporated into lawful records, completed transactions or archival backups.

NOFU will not use submitted artwork to train a general-purpose AI model unless the relevant Creator Agreement, Privacy Policy or separate notice clearly says so and the required legal basis or permission exists.

NOFU may display the creator name, artwork, metadata and Listing information for the operation and promotion of the Platform. NOFU will make reasonable efforts to provide attribution where practicable.

The collector receives only the licence expressly stated in the applicable Listing or Collection Terms. Unless those terms state otherwise, purchase of a Digital NFT does not transfer copyright, trademark rights, publicity rights or ownership of the underlying creative work. The default licence is a limited, non-exclusive, non-transferable licence to display the artwork for personal, non-commercial purposes and to resell the Digital NFT and associated rights as permitted by the applicable collection terms.

NOFU may remove, restrict, delist or disable access to content or listings that it reasonably believes may violate law, third-party rights, these Terms, a policy or a security requirement.

Third-Party Intellectual Property and Platform Discretion

The appearance of third-party brands, franchises, names, likenesses or other protected material in User Content does not imply endorsement, sponsorship or affiliation between NOFU and the relevant rights holder unless expressly stated. Users remain responsible for obtaining all necessary third-party rights.

Subject to mandatory law, NOFU retains reasonable operational discretion to accept, reject, request changes to, remove, delist or restrict submissions and Listings, and to suspend or terminate accounts where permitted by these Terms. Any exercise of discretion remains subject to applicable consumer rights, notice or review requirements, and NOFU's own legal obligations.

11. Copyright and Illegal-Content Notices

Copyright Infringement Notice

A copyright owner or authorized representative who believes that content on the Platform infringes copyright may submit a notice to NOFU's designated copyright contact. The notice should include:

- An electronic or physical signature of the copyright owner or a person authorized to act on the owner's behalf.
- Identification or a sufficiently detailed description of the copyrighted work claimed to have been infringed.
- Identification and location of the allegedly infringing content on the Platform.

- Contact information sufficient for NOFU to reach the complainant, including an email address and, where appropriate, a postal address and telephone number.
- A good-faith statement that the disputed use is not authorized by the copyright owner, its agent or applicable law.
- A statement that the information in the notice is accurate and that the complainant is the copyright owner or is authorized to act on the owner's behalf.

NOFU may remove or disable access to content that is reasonably alleged to infringe copyright and may restrict or terminate repeat infringers where appropriate and permitted by law. Copyright notices may be sent to legal@nofu.co with the subject line "Copyright Notice", unless the Platform publishes a different designated contact.

If you believe content or a Listing is illegal, infringing, counterfeit, fraudulent, unsafe or otherwise violates these Terms, submit a notice to [REPORTING EMAIL OR FORM].

The notice should include your name and contact details, the location of the content, a reasoned explanation, supporting evidence where available, and a statement that the information is accurate to the best of your knowledge.

NOFU may request additional information, restrict or remove content, notify affected users where appropriate, preserve evidence and provide a method for contesting a decision. Nothing in this section limits rights under mandatory law.

12. Acceptable Use

You must not:

- Violate applicable law, sanctions, AML requirements, consumer-protection rules or tax obligations.
- Upload, list or sell stolen, counterfeit, fraudulent, misleading or unlawfully obtained items.
- Infringe intellectual property, privacy, publicity or other rights.
- Manipulate prices, wash-trade, spoof, engage in market abuse or create artificial volume.
- Launder money, finance illegal activity or evade lawful controls.
- Harass, threaten, exploit, impersonate or harm another person.
- Upload illegal, exploitative, hateful, malware-containing or seriously harmful content.
- Interfere with Platform security, smart contracts, networks or infrastructure.
- Create accounts to evade restrictions or manipulate the Platform.
- Scrape, spider or use automated tools in a way that harms or overloads the Platform without permission.
- Circumvent a listing, fee, royalty, geographic, security or compliance control.

NOFU may investigate suspected violations, restrict accounts or listings, preserve information, cooperate with authorities and take proportionate measures. Nothing requires NOFU to monitor every user or transaction continuously.

Investigations and Compliance

Where NOFU becomes aware of a possible violation of these Terms or applicable law, it may investigate the matter, preserve relevant evidence, and disclose information or materials associated with use of the Platform where permitted or required by law, including:

- To comply with applicable law, a lawful governmental request, court order or legal process.
- To enforce these Terms, Platform policies, transaction rules or security requirements.
- To address claims that User Content or a Listing infringes the rights of another person.
- To respond to legitimate customer-support, fraud, security or transaction inquiries.
- To protect the rights, property or safety of NOFU, its users, service providers or the public.

Nothing in this section requires NOFU to conduct continuous monitoring, and disclosures remain subject to applicable data-protection, confidentiality and procedural requirements.

13. Fees, Payments, Royalties and Taxes

Applicable fees are shown before you confirm the relevant transaction and may be described in the Fee Schedule. Fees may include minting, listing, transaction, verification, logistics, shipping, redemption, payment-processing, creator-royalty and other disclosed fees.

The Fee Schedule or checkout page will identify whether a fee is charged to the Buyer, Seller or both, whether it is refundable, and whether taxes are included.

Blockchain gas fees are paid to the relevant network or service provider and may be non- refundable once incurred, subject to mandatory law.

For transactions completed through NOFU, NOFU will apply creator royalty arrangements identified in the applicable Listing or Collection Terms, subject to law and the functionality of the relevant smart contracts and settlement systems.

For transactions completed on external marketplaces, NOFU does not guarantee that royalties will be collected, enforced or distributed. External marketplaces may apply different policies, technical standards or transaction structures.

Royalty Management Policy

Where creator royalties apply, the applicable royalty rate or method will be identified in the Listing, Collection Terms or minting information and should be visible before the relevant purchase or mint is completed. NOFU may update or replace royalty-enforcement mechanisms prospectively in response to changes in law, market standards or technical infrastructure. Material Platform-wide changes will be communicated in advance where reasonably practicable and required by law.

You are responsible for determining and paying taxes applicable to your activities, except taxes that NOFU is legally required to collect or withhold. NOFU does not provide tax advice.

14. Consumer Withdrawal, Conformity and Refunds

If you are a Consumer, you may have statutory rights to withdraw from certain distance contracts and rights relating to non-conforming goods, Digital NFTs, digital content or digital services.

Your applicable withdrawal rights, exceptions, return process, refund arrangements and model withdrawal form are set out in the Consumer Withdrawal, Returns and Refund Policy. That policy forms part of these Terms where applicable.

Nothing in these Terms or the dispute process removes or limits mandatory consumer rights. Some exceptions may apply, including for certain personalized or made-to-order goods, sealed goods that cannot be returned for health or hygiene reasons after opening, or digital content supplied after the required express consent and acknowledgment of loss of withdrawal rights. The applicable checkout flow must clearly identify any exception relied upon.

15. Blockchain and Technology Risks

You acknowledge that blockchain and digital-asset activity involves risks, including:

- Volatility and loss of value.
- Irreversible or delayed transactions.
- Incorrect wallet addresses.
- Smart-contract bugs and exploits.
- Network congestion, forks, reorganizations or failures.
- Bridge and cross-chain risks.
- Wallet, key, provider and cybersecurity risks.
- Metadata, hosting and broken-link risks.
- Regulatory, tax and sanctions risks.
- Third-party marketplace and service-provider risks.
- Physical shipping, storage, verification, customs, loss and damage risks.

NOFU may support Soneium, the OP Stack, Astar Degen DAO bridge infrastructure or other networks for specific features. Network support may change. Each collection or feature may use different chains, contracts and technical rules, which will be identified in the applicable documentation.

NOFU does not guarantee that a blockchain, bridge, marketplace, Wallet, smart contract or third-party service will remain available, secure, compatible or supported.

Additional Physical and Regulatory Risks

Verification markers may be damaged, removed or tampered with. If NOFU cannot reliably match a physical collectible to the applicable identifiers or Physical NFT (COA), the item may be ineligible for verification, sale or transfer through the Platform until the issue is resolved.

If a physical collectible is confirmed lost or destroyed, an administrative action may be taken under Section 16 and the applicable Collection Terms. Unless those terms expressly provide otherwise, loss or destruction of the physical collectible does not by itself alter the Digital NFT.

The legal and regulatory classification of NFTs, crypto-assets, digital ownership records and related services may change. Such changes may affect the availability, transferability, taxation or permitted use of a feature or asset.

Digital-asset and collectible transactions can result in a total loss of value. You should not commit funds you cannot afford to lose and should independently verify wallet addresses, transaction details, Listing terms and applicable policies before confirming a transaction.

16. Smart-Contract Administration and Emergency Measures

Certain contracts or Platform features may include pause, upgrade, transfer-restriction, invalidation or emergency-response functions. The applicable Technical Documentation will identify material administrative powers and the circumstances in which they may be used.

NOFU may use an administrative function only where reasonably necessary to address confirmed loss or destruction of a physical collectible, fraud, theft, counterfeit goods, a material security incident, technical error, legal obligation, sanctions risk, or protection of users or the Platform.

Where reasonably practicable and legally permitted, NOFU will provide notice before or promptly after a material action and will maintain appropriate records. An administrative action does not affect a Digital NFT unless the applicable collection terms expressly state otherwise.

17. Privacy and Electronic Communications

The Privacy Policy explains how NOFU processes personal data, including account information, Wallet and transaction information, shipping information, payment information, communications, device data, cookies, analytics, compliance data and information received from service providers.

Blockchain addresses and transaction information may constitute personal data in certain contexts. NOFU seeks to minimize personal data recorded on-chain. The Privacy Policy explains the limitations of public blockchain records and applicable data-protection rights.

On-Chain Data Minimization

Where NOFU operates a physical-ownership or authority registry, NOFU intends to minimize personal data recorded on-chain. Names, delivery addresses and similar off-chain delivery details should not be intentionally written to a public blockchain solely for the purpose of the ownership record. Wallet addresses and transaction data may nevertheless constitute personal data in context and are handled as described in the Privacy Policy.

NOFU may send transactional communications, including security codes, account alerts, verification messages and delivery updates, where necessary to provide the Services. Marketing communications will be sent only where NOFU has an appropriate legal basis. You may opt out of marketing communications without affecting necessary transactional communications.

SMS and Text Messaging

If NOFU offers SMS or text-message notifications and you provide a mobile number for that purpose, NOFU may send account, security, transaction, shipping and verification messages in accordance with applicable law. Standard message and data rates may apply. Where supported by the messaging provider, you may reply "STOP" to opt out of optional SMS messages and "HELP" for assistance. Opting out of optional SMS does not affect communications that NOFU may lawfully need to provide through another channel. NOFU will not share a mobile number with third parties for their independent marketing without the consent or other legal basis required by law.

Electronic notices may be sent by email, Platform notification or in-app message where legally permitted. You are responsible for maintaining accurate contact details. Important contractual notices will be provided in a legally appropriate durable medium where required.

18. Suspension and Termination

You may stop using the Platform at any time. NOFU may suspend, restrict or terminate access where reasonably necessary because of a breach, legal obligation, security risk, suspected fraud, sanctions or compliance concern, technical risk, non-payment, protection of users, or protection of NOFU’s legitimate interests.

Where reasonably possible, NOFU will provide notice and the reason for the action, subject to legal, security and investigation restrictions. NOFU will provide a reasonable review or appeal channel where appropriate.

Termination does not automatically reverse completed blockchain transactions or remove NFTs from a Wallet. Pending physical transactions may be cancelled, completed, held, returned or refunded according to the applicable Listing, policy, legal requirements and transaction status.

Upon termination, NOFU may delete or anonymize User Content subject to legal, regulatory, security, dispute, backup and recordkeeping requirements. Where required by law, NOFU will provide applicable access, export or retention rights.

Survival

Provisions that by their nature are intended to continue after suspension, termination or expiration remain effective, including provisions concerning ownership and licences, completed transactions, confidentiality, intellectual-property rights, disclaimers, liability, indemnity, governing law, dispute resolution, recordkeeping and any accrued payment obligations.

19. Disputes and Complaints

Submit complaints to [COMPLAINTS EMAIL OR FORM] with your name, account identifier, transaction reference, description of the issue and requested resolution.

NOFU will acknowledge complaints within [X] business days and aims to respond substantively within [X] business days, subject to complexity and applicable law.

For physical-item disputes, the applicable Listing or Physical Item Dispute Policy will state the confirmation window, evidence considered, escrow or settlement effects, return process and appeal options. A Platform determination applies to the operation of the Platform but remains subject to mandatory law and the right to seek remedies before a competent authority, dispute- resolution body or court.

Physical Item Confirmation and Dispute Flow

Where the applicable Listing or Physical Item Dispute Policy uses NOFU's confirmation-window model, and unless that Listing or policy states otherwise, the Buyer will have seven days following tracked delivery to confirm receipt or raise a dispute.

- Buyer confirmation may trigger release of the applicable settlement amount to the Seller and transfer or release of the Physical NFT (COA) in accordance with the transaction flow.
- A timely dispute may pause settlement while NOFU reviews evidence such as Listing photographs, identifier or QR-scan timestamps, verification records and carrier tracking data.
- If the Buyer takes no action within the applicable confirmation window, the transaction may auto-complete and the settlement and Physical NFT (COA) may be released automatically, where the relevant smart contract or payment flow supports that result.

This operational process does not remove mandatory consumer rights, chargeback rights where applicable, or the right to seek a remedy before a competent authority, dispute-resolution body or court.

20. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of Croatia, without depriving Consumers of mandatory protections under the law of the country where they habitually reside.

Consumers may bring proceedings in a court competent under applicable consumer law, including where applicable the courts of their place of residence. Non-consumer users submit to the competent courts of Zagreb, Croatia, unless mandatory law provides otherwise.

Any arbitration or class-action waiver for Business Users must be added only after jurisdiction- specific legal review. No provision prevents a Consumer from using mandatory dispute- resolution rights or bringing a claim before a competent court.

21. Liability

No Warranty of Future Value

NOFU makes no representation or warranty regarding the future value, liquidity or marketability of any Digital NFT, Physical NFT (COA) or physical collectible. Value may fluctuate because of market conditions, collector sentiment, technology, regulation and other factors outside NOFU's control. Past performance of a collectible or collection is not indicative of future results.

The Platform and Services are provided as available. NOFU does not guarantee uninterrupted or error-free operation, future value, liquidity, marketability, complete authenticity, legal title, or availability of third-party content, networks, Wallets, marketplaces or smart contracts beyond the specific obligations expressly undertaken by NOFU.

Nothing in these Terms excludes or limits mandatory consumer rights, liability for fraud or fraudulent misrepresentation, liability for death or personal injury where limitation is prohibited, or any other liability that cannot lawfully be excluded or limited.

For Business Users, to the fullest extent permitted by law, NOFU is not liable for indirect, incidental, special, consequential or punitive loss, or loss of profit, revenue, goodwill or data. A Business User's aggregate liability cap is [AMOUNT OR FORMULA TO BE REVIEWED BY COUNSEL].

For Consumers, liability limitations apply only to the extent permitted by mandatory law and do not remove statutory remedies relating to goods, digital content, digital services, payment rights, privacy or other protected rights.

Force Majeure

To the extent permitted by law, NOFU is not liable for a delay or failure to perform an obligation where the delay or failure results from circumstances beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, government action, regulatory changes, blockchain network disruptions or forks, smart-contract exploits, major internet or power outages, labor disputes, or comparable events. Affected obligations may be suspended for the duration of the event, and NOFU will use reasonable efforts to resume performance when practicable. This clause does not limit mandatory consumer rights or liabilities that cannot lawfully be excluded.

22. Indemnity

If you are a Business User, you will indemnify NOFU against reasonable losses, liabilities, damages, costs and expenses arising directly from your unlawful User Content, material breach of these Terms, infringement of third-party rights, fraud or intentional misconduct.

If you are a Consumer, you are responsible for losses suffered by NOFU only to the extent caused by your fraud, intentional misconduct or negligent breach of these Terms, subject to applicable law.

23. Third-Party Services

The Platform may integrate with Wallet providers, blockchains, bridges, payment providers, shipping providers, marketplaces, hosting providers, analytics providers, AI providers and other third parties.

Third-party services may have separate terms, fees, privacy practices and technical risks. NOFU does not control and is not responsible for a third party's independent services, except to the extent NOFU is legally responsible for its own acts or omissions.

A third-party link or integration does not constitute endorsement or a guarantee of the third party.

Wallet and External-Service Caution

You are solely responsible for safeguarding Wallet credentials, private keys and seed phrases. NOFU cannot recover a lost non-custodial Wallet or reverse a completed blockchain transaction. If an embedded or third-party Wallet is offered through the Platform, its security and availability depend in part on the relevant provider. Exercise caution before connecting a Wallet to any external service and review that service's terms, permissions and security practices.

Business User Release for Third-Party Disputes

For Business Users, and to the fullest extent permitted by law, you release NOFU and its affiliates, officers, directors, employees and agents from claims arising solely from disputes between you and another user or from the independent acts or omissions of a third party in connection with an NFT, physical collectible or transaction. This release does not apply to losses caused by NOFU's own breach, negligence or other acts or omissions for which liability cannot lawfully be excluded, and it does not reduce any mandatory rights of Consumers.

24. Changes to These Terms

NOFU may amend these Terms where reasonably necessary because of changes in law, security, technology, the Platform, business operations, or to clarify existing provisions.

For material changes, NOFU will provide reasonable advance notice and identify the effective date and material nature of the change. Where required by law, you may terminate or reject the change.

A change will not retroactively alter the core terms of a completed transaction unless required by law, agreed by the parties, or necessary to address fraud, security, technical error or legal compliance.

The version in effect when you submit a transaction generally governs that transaction, subject to mandatory law.

25. Confidentiality, Feedback and Miscellaneous

You must not disclose information clearly identified as confidential or that a reasonable person would understand to be confidential. This does not prevent disclosure to professional advisers, competent authorities, courts, regulators, law enforcement, or other disclosures required or protected by law.

Confidential Information

Confidential Information may include non-public technical or operational information about the Platform, unpublished collection or drop details, private communications between you and NOFU, and information clearly identified as confidential. You must not use or exploit Confidential Information for a purpose outside these Terms or an applicable agreement. Confidentiality obligations that by their nature should survive termination will continue after termination, subject to applicable law.

You may provide feedback voluntarily. NOFU may use feedback without compensation, provided that feedback does not include confidential information or personal data that NOFU is not authorized to use.

Feedback and Suggestions

Unless NOFU agrees otherwise in writing, feedback, suggestions and ideas are provided voluntarily and without an obligation of confidentiality. NOFU may use, implement and commercialize such feedback without compensation or royalties to you, provided that NOFU does not use confidential information or personal data in a manner it is not authorized to use.

If a provision is invalid or unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will continue. Failure to enforce a right is not a waiver.

You may not assign these Terms without NOFU’s prior written consent, except where assignment is permitted by mandatory law. NOFU may assign these Terms in connection with a merger, reorganization, financing, acquisition or transfer of the relevant business, subject to applicable law.

These Terms, the Privacy Policy, the applicable Listing and Collection Terms, Fee Schedule, Consumer Withdrawal, Returns and Refund Policy, Verification and Condition Policy, Shipping and Insurance Policy, and other documents expressly incorporated by reference form the agreement governing the relevant Service.

Headings, Interpretation and Third-Party Beneficiaries

Section headings are for convenience only and do not affect interpretation. References to the singular include the plural and vice versa where the context permits, and references to "including" mean "including without limitation." Except where these Terms or an incorporated document expressly states otherwise, there are no third-party beneficiaries of these Terms.

26. Contact

Website: [https://nofu.co]

Legal and support email: [EMAIL]

Complaints: [EMAIL OR FORM]

Postal address: [ADDRESS]

Discord and community channels: Community links are available through the Platform. Community channels are not a substitute for formal legal notices unless NOFU expressly says otherwise.

Required Publication Checklist

Before publishing these Terms, NOFU should:

- Replace every bracketed placeholder.
- Identify the actual seller and trader status on every Listing.
- Publish the Privacy Policy, Fee Schedule, Consumer Withdrawal Policy, Marketplace Rules, Verification Policy, Shipping Policy and Collection Terms.
- Confirm payment, escrow and smart-contract architecture.
- Confirm whether NOFU provides any crypto-asset service requiring authorization, notification or specialist review.
- Prepare the AML/KYC and sanctions procedures if applicable.
- Complete a blockchain privacy review and DPIA where required.
- Add a complaints and appeals workflow.
- Implement clickwrap or equivalent acceptance records.
- Show material price, fee, tax, delivery, seller and withdrawal information before checkout.
- Test physical-item failure, counterfeit, lost-shipment, refund, chargeback, account- suspension and external-NFT-transfer scenarios.
- Obtain Croatian/EU legal review before launch.
- Confirm whether the HQ-routed verification model, seller-address privacy model and scan/photo checkpoints described in these Terms match the production workflow.
- Confirm the seven-day physical-item confirmation window and auto-release logic, or replace it with the final Physical Item Dispute Policy.
- Designate and publish the final copyright-reporting contact and confirm whether legal@nofu.co is the correct Copyright Notice address.
- Confirm whether SMS/text messaging is offered and ensure the opt-out/help workflow matches the messaging provider and applicable communications law.
- Confirm creator royalty disclosure and enforcement mechanics for NOFU transactions and supported external marketplaces.
- Confirm the wording of the no-investment-advice / regulatory-classification disclosure with Croatian/EU counsel.
- Confirm whether the previously stated approximately 5% transaction fee and approximately 3% platform service fee remain current; if so, reflect them accurately in the Fee Schedule and checkout disclosures.
- Confirm whether EIP-2981 or any other royalty standard is actually used for supported collections before describing royalty enforcement as on-chain or automatic.