

Terms of Use

Last revised: 23 May 2022

Welcome to Elvila Digital!

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF OUR SERVICES. ELVILA DIGITAL PLATFORM IS MADE AVAILABLE FREE OF CHARGE FOR ITS VISITORS.

These Terms of Use are entered into between you (hereinafter referred to as "you" or "your") and Elvila Digital (as defined below) telling you the rules for using our website elvilanft.io ("Platform"). By using our Services in any possible way, you fully agree that you have read, understood and accepted all of the terms and conditions stipulated in these Terms of Use (hereinafter referred to as "Terms").

Please note that our Platform is just a presentation of the services that are provided within Elvila Digital ecosystem (hereinafter referred to as "Services"). Thus, please be advised that the terms and conditions of using those Services will be provided therein.

Please be aware that accessing or using any services accessible through external links displayed on the Website are not covered by these Terms. Please carefully read all terms that are applicable to those services before accessing the third-party's services.

Accessing and using in any way our Services available on the Platform you fully acknowledge to be bounded by these Terms. Any reference to our Services also applies to your use of the Platform.

If you do not accept these Terms, do not access our Platform and/or its Services. These Terms constitute a legal agreement and create a binding contract between you and Elvila Digital.

1. Who we are, what we do and how to contact us

elvilanft.io is an online platform (hereinafter referred to as the "Platform" and "Website") representing the new division of Elvila SA - one of the most reputable Romanian furniture manufacturers and retailers ("**Elvila**").

Digital Elvila aims to launch a collection of Carpathian Bison NFTs, as defined below, inspired by Romanian tradition and using national motifs and symbols as a manifest underlining our strong beliefs in both the evolution of technology and the power of local partnerships.

Carpathian Bison NFTs represents only the first step of the Elvia's expansion plan for accessing the new digital world called Metaverse. We appreciate that Metaverse will be the next movement and users will require to equip their characters and digital plats with digital items.

Carpathian Bison NFTs also represents our invitation for the new generation to become a part of our community and to acquire our physical furniture.

By buying one or more of our NFTs, the Buyers will receive discounts for Elvila's furniture products. Along with those discounts, the NFT Buyers may obtain different Benefits such as those described in the bellow section "Services".

To contact us, please email contact@elvilanft.io

2. Definitions (a-z)

Additional Terms refers all additional rules, term and conditions displayed on the Platform which indicates, clarifies and exactly determines the specifications of each NFT's features, whitelisting requirements, airdrops, other

	benefits/features described therein.
“Authority”	means any statutory governmental, judicial or other authority or any of them or any of their authorized representatives;
“Blockchain”	is a system of recording information, in a way that makes it difficult or impossible to change, hack, or cheat the registered data and the system, in general using cryptography and being duplicated and distributed across the entire network of computer connected on the blockchain;
“Benefits”	refers to the potential use cases or advantages (discounts, early or preferential access to Explore) related to the items or services offered by Elvila or by a third party which decides to integrate the NFTs, under and limited to the terms and condition applicable to those items/services;
“Buyer”	refers to the Wallet’s owner who transferred the necessary amount of EGLD to acquire an NFT through the Platform. For the avoidance of doubt, the Buyer may differ from the NFT Holder.
“Calendar Year”	refers to a period of 12 month starting from 1 st January of each year;
“Cases of force majeure”	represents extraordinary events or circumstances which neither Party could have foreseen or prevented by reasonable means, including but not limited to natural disasters, war, revolution, uprising civil insurrection, acts of terrorism, expropriation, nationalization, nuclear explosion, radioactive or chemical contamination or ionizing radiation, except lack of funds, which will not be a Force Majeure Case;
“Design Frame”	refers to the interior office and meeting room design mockups that Elvila Digital aims to create;
“ELROND (ERD)”	represents the founder and the owner of the Blockchain infrastructure used for the generating the NFTs;
“Elrond Buyer’s Address”	represents the Public Address of the Buyer’s Wallet: (i) from which Buyers can send the equivalent (in EGLD) of the Price established for each NFT; and (ii) in which the Buyers will receive the purchased NFT;
“Elrond Gold (EGLD)”	represents the Cryptocurrency issued and used by ELROND, and which will be used as a means of payment of acquiring the NFT;
Exchange rate	means the conversion rate applicable between Euro/USD and RON published by the Nation Bank of Romania (or any successor institution) relevant for the respective date provided in these Terms;
“Elvila Network”	represents the physical items available on the Elvila’s traditional website (www.elvila.ro) and the items and services listed on the Elvila Digital’s website (www.elvilanft.io);
“Elvila Digital Apps”	refers to the concept technical infrastructure that Elvila Digital aims to explore and design in the future, respectively Elvila Interior Design Apps and Augmented Reality Mobile App;
“Explore”	refers to the possibility of the NFT Holders to acquire the features or services provided through the Elvila Digital Apps. Despite Elvila Digital’s plan to offer for free some features or services to NFT Holders, Explore shall not be construed as the possibility of the NFT Holders to freely access/acquire/use all the services and features.
“Gas fee”	refers to the fees charged by the blockchain infrastructure for performing and validating a transaction; generally, fees are charged in the

	cryptocurrency used by each blockchain for performing transactions;
“Metaverse”	a metaverse is a network of 3D virtual worlds focused on social connection which can be described as a hypothetical iteration of the Internet as a single, universal virtual world that is facilitated by the use of virtual reality and augmented reality headsets;
“Mint”	refers to the technical process by which a NFT is created on Blockchain, respectively the association of the graphic representation of the NFT with a specific address on Blockchain;
“NFT (Non Fungible Token)”	means token units generated using a blockchain infrastructure compatible with the issuance of tokens which are non-fungible to any other tokens or other tokens that were not generated within the same collection.
“NFT Campaign”	represents the items and services expressly marked on the provider’s website as being subject of the Benefits associated to the NFTs;
“NFT Collection”	refers to the 10 000 visually unique Carpathian Bison NFTs developed under the shield of Elvila Digital which is composed by two different types of NFTs, based on their rarity, respectively: (i) Silver Carpathian Bison NFTs and (ii) Gold Carpathian Bisons NFTs;
“NFT Holder”	refers to the person who owns the Wallet in which a Carpathian Bison NFT is stored at the acquisition moment;
“Platform”	represents the online technical infrastructure of Elvila Digital, made available to the Buyer, through which the latter can purchase NFTs in return of the discounts offered by Elvila for the furniture products;
“Private Key”	means the sequence of characters associated with a Cryptocurrency Wallet required to perform any operation with respect to the cryptocurrency therein. The Private Key offers the holder the unlimited access to the Cryptocurrency Wallet (including to its contents). The Private Key is known only to the Buyer and must never be disclosed to any another person;
“Public Address”	means the sequence of characters (letters and numbers) that identifies a Cryptocurrency Wallet, respectively the address to which a Cryptocurrency can be sent for depositing it to the corresponding Wallet;
“Royalty ”	refers to the remuneration received by Elvila Digital for each subsequent sale of NFT;
“Service”	refers to the potential Benefits that NFT Holders may access (subject to fulfilling all other Terms and Conditions applicable to those Benefits), respectively the potential Benefits offered to the NFT Holders <ul style="list-style-type: none"> i. indirectly, by any third party who decides to associate a Benefit to the NFTs, such as the traditional furniture factory Elvila who decides to offer discounts for acquiring the physical products available in Elvila locations or listed on www.elvila.ro, as follows: <ul style="list-style-type: none"> - 10% discount on furniture purchases for Silver Carpathian Bison NFT Holders, up to maximum 50,000 RON/ Calendar Year;

- 15% discount on furniture purchases in Elvila locations and on www.elvila.ro for Silver Carpathian Bison NFT Holders, up to maximum 100,000 RON/ Calendar Year.
- ii. directly by Elvila Digital, such as:
 - the opportunity to early Explore one of the Elvila Digital Apps that the company may decide to develop, such as the Interior Design Mobile App / the Augmented Reality Mobile App;
 - getting one of the future Design Frame for offices and meeting rooms which Elvila Digital aims to be integrated in the Elvila Digital Apps;

To avoid any misunderstanding please note that NFTs Benefits will be applicable only to the items and services which are marked as being involved in the NFT Campaign and considering that the Benefits can be offered by third parties, the latest may unilaterally change, suspend and interrupt the Benefits associated with the NFTs.

“The Buyer”	represents any natural person, at least 18 years old, with full capacity to exercise (including an authorized natural person) and / or a legal person, who purchases the NFT;
“Visitor”	means any person who access the Platform;
“Wallet”	means the technical solution, that can be used for receiving, storing and transferring Cryptocurrencies, having a related private key (Private Key) and a Public Address;
“Working day”	means a day (other than Saturday or Sunday) when the banks are open for working with the public in Bucharest, Romania;

3. General provisions

ELVILA DIGITAL IS A SERVICE PROVIDER WHOSE ROLE IS LIMITED TO GENERATE THE NFT COLLECTION.

ADDITIONALLY, ELVILA DIGITAL PROSPECTS THE POSSIBILITY TO DESIGN AND DEVELOP THE ELVILA DIGITAL APPS AIMING TO OFFER THE NFT HOLDERS EARLY ACCESS TO EXPLORE THEIR FEATURES AND TO ACQUIRE THE ITEMS/SERVICES IN PREFERENTIAL CIRCUMSTANCES.

To avoid any misunderstanding, Elvila Digital Apps are only a concept, respectively a part of the Elvila Digital’s plan to explore the Metaverse and under no circumstances should be interpreted as a promise or engagement assumed by Elvila Digital to develop them. Elvila Digital is prospecting the new and emerging technologies and the generation of NFT Collection is an independent activity without any relation with Elvila Digital’s future potential projects such as the Elvila Digital Apps. Elvila Digital Apps are only an example of the activities in which the NFTs can be further integrated if Elvila Digital will decide to develop them.

WE DO NOT OFFER ANY INVESTMENT OR FINANCIAL ADVICE.

Elvila Digital does not provide investment or consulting advice of any kind and is not responsible for the use or interpretation of information available on the Platform (regardless the uploader) or any other communication method.

All our Services are available only to persons who are in full civil capacity according to Romanian regulations.

Elvila Digital's Platform only has a presentation purpose and does not guarantee the Services' (including the content of the Platform) accuracy, applicability, reliability, integrity, performance, or appropriateness. Elvila Digital shall not be liable for any loss or damage that may be caused directly or indirectly by your use of these Services.

Please note that Elvila Digital offers no guarantee or assurance of the uniqueness, originality, property right or quality of any NFT displayed on the Platform.

All users MUST UNDERSTAND AND ASSUME the risks associated with using (regardless the method) of the Platform's Services or with the purchase of NFTs. It is recommended to exercise a high level of prudence and responsibly assume decisions within your own capabilities, on your own risk.

Considering that any third party is able to associate any benefit to the NFTs, Users and NFT Holders understand that under no circumstances Elvila Digital may be liable for fulfilling any obligation/benefit offered, assumed or promised by any third party. The Benefits associated to the NFTs are subject to the third party's terms and conditions. NFT Holders and Users expressly acknowledge that any reference to the Benefits offered by third parties which are mentioned on the Platform are listed only for informative purposes and do not represent any guarantee or promise assumed by Elvila Digital.

PLEASE TAKE INTO CONSIDERATION THAT THE VALUE OF EGLD/NFTs AND ANY OTHER CRYPTOCURRENCY MAY CHANGE BY +/- 100% EVERY SECOND BY REFERENCE TO THE ACQUISITION PRICE OR BY REFERENCE TO ANY PREVIOUS VALUE.

ALL THE EGLD/NFTs PRICES AND USD CONVERSIONS AVAILABLE ON THE PLATFORM REPRESENT THE MARKET VALUE AT THE DATE OF POSTING SUCH INFORMATION ON THE PLATFORM. ELVILA DIGITAL IS NOT RESPONSIBLE FOR ANY MARKET VALUE CHANGES BY REFERENCE TO THE ACQUISITION PRICE OR BY REFERENCE TO ANY PREVIOUS VALUE.

4. Whitelisting Phase

As we value the engagement to the Elvila Network's community and to our NFT Collection, we are granting our most active members the chance to enroll within the whitelisting phase, subject to the Additional Terms provided therein.

Should you meet all the requirements rendered by us via our Website and/or Discord channel to join the whitelisting program, you are eligible to be granted the right to buy with priority up to 4 random NFTs/Wallet on the Minting date.

For the purpose of clarity, a User can join the whitelist program only once with a single Public Address which will be used further in the Minting process for the payment and for receiving the acquired NFT/s.

5. Airdrop

Because we appreciate our community, we may choose to deliver (airdrop) some rewards and gifts for the NFT Holders, subject to the Additional Terms provided on our Website and/or within our Discord channel.

Hence, based on a random mechanism, we may send to the Wallets that contain at least one Carpathian Bison small rewards/gifts that the NFT Holder/s can enjoy in accordance with these Terms of Use.

Please note that not every NFT Holder/s is entitled to receive the said rewards/gifts as it is solely our decision on the rates, percentages, value, quantities, gift/reward types of any airdrop that we may decide to carry out.

6. The Platform's functionality

Sometimes it will be necessary and we may need to suspend or withdraw the Platform.

We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

7. Prohibition of Use and Commitments

Depending on your country of residence, incorporation, or registered office, you may not be able to access or use our Platform. It is your responsibility to follow the rules and laws in your country of residence and/or country from which you access this Platform.

By accessing and using our Services, you represent and warrant that you have not been included in any trade embargoes or economic sanctions list (such as the United Nations Security Council sanctions list), the list of specially designated nationals maintained by OFAC (the Office of Foreign Assets Control of the U.S. Department of the Treasury), or the denied persons or entity list of the U.S. Department of Commerce.

Elvila Digital reserves the right to choose markets and jurisdictions to conduct business, and may restrict or refuse, in its discretion, the provision of Elvila Digital services in certain countries or regions.

8. Licensing

- 8.1. Subject to the fulfillment of the foregoing Terms, Elvila Digital grants you a revocable, limited rights, royalty-free, non-exclusive, non-transferable, and non-sublicensable license ONLY to access and use our Platform through your computer or Internet compatible devices for your personal/internal purposes. You are prohibited to use the Services for resale or commercial purposes, including operations on behalf of other persons or entities. All the above actions are expressly prohibited and constitute a material violation of these Terms. The content layout, format, function and access rights regarding the Services should be stipulated in the discretion of Elvila Digital. We reserve all rights not expressly granted in these Terms. Therefore, you are hereby prohibited from using our Services in any way not expressly authorized by these Terms.
- 8.2. To avoid any misunderstanding:
 - these Terms only grant a limited license to access and use our Services. Therefore, you hereby agree that when you use our Services, we do not transfer our Services or the ownership or intellectual property rights of any intellectual property to you or anyone else.
 - all the text, graphics, user interfaces, visual interface, photos, sounds, process flow diagrams, computer code (including html code), programs, software, products, information and documents, as well as the design, structure, selection, coordination, expression, look and feel, and layout of any content included in the services or provided as a part of our Services, are exclusively owned, controlled and/or licensed by Elvila Digital or its members, parent companies, licensors, affiliates.
- 8.3. Elvila Digital owns any feedback, suggestions, ideas, or other information or materials (hereinafter collectively referred to as "Feedback") about the Services that you provide through any means of communication. You hereby transfer all rights, ownership and interests of the Feedback and all related intellectual property rights to us. You have no right and hereby waive any request for acknowledgment or compensation based on any Feedback, or any modifications based on any Feedback.

9. The Acquisition Process

- 9.1. Buyers can select the Carpathian Bison NFT of interest available on Website or on any other website where the NFT is listed for the minting process or for a subsequent sale.
- 9.2. Users undertakes that any subsequent sale of the NFTs is subject to a Royalty in the amount mentioned on the Platform which will be deducted by Elvila Digital from any subsequent sales' price performed by a NFT Holder.
- 9.3. Under no circumstances Elvila Digital will be liable for any sale performed out of the Platform.
- 9.4. If the NFTs are acquired through the Platform, the acquired NFT will be automatically sent to the Buyer only if the following conditions are cumulatively met:
 - 9.4.1. The Buyer has expressed his intention to purchase the NFT for the Price displayed on the Platform by following the buying procedure available within the Platform;
 - 9.4.2. The payment of the NFT was made in full:
 - i. only through the mechanism available on the Platform;
 - ii. by a single transfer, and only to the Elvila Digital's Wallet available on the Platform;
 - iii. by transferring to the Public Address of the Elvila's Wallet the quantity of EGLD displayed on the Platform;
 - 9.4.3. the Buyer expressly ordered Elvila Digital to start the Minting process of the NFT and accepted, by ticking the corresponding box, that it will not be able to request the refund of the NFT after placing the order (pressing the Minting button or any equivalent available on the Platform);
 - 9.4.4. the Buyer successfully succeeded to Connect its Wallet to the Website;
 - 9.4.5. the payment of the NFT was made in full, namely by transferring to the Elvila Digital's Wallet the quantity of EGLD displayed on the Platform;
- 9.5. The transfer of the EGLD made by a Buyer is considered valid if the transaction was validated at least 15 times, respectively by 15 blocks.
- 9.6. The payment of the Price will be made only in EGLD.
- 9.7. The NFT/s will be automatically delivered to the Buyer by sending it to the Buyer's Elrond Wallet's Public Address via the smartcontract in place.
- 9.8. The NFT will not be handed over if, in any way, the conditions provided by the provisions of art. 7.4 are not cumulatively and continuously fulfilled.
- 9.9. NFTs will be Minted and allocated to the Buyer's Wallet based on the order in which the transfers of the EGLD to the Elvila Digital's Wallet were registered on Blockchain, respectively based on the timestamp of the Transaction's Hashes (as it results from the verification of the Hash of the Transaction).
- 9.10. Proof of the EGLD transfer and delivery of the NFT shall be made using the unique code of each transaction (the "**Transaction Hash**") which can be verified on the following platform <https://explorer.elrond.com/>. The Transaction Hash represents justifying documents for the fulfilment of the obligation.
- 9.11. The transfer of the EGLD and the delivery obligation shall be considered fulfilled if the transaction associated to the correspondent Transaction Hash has been validated at least 15 (fifteen) times, namely by fifteen transaction groups, hereinafter referred technically as "**blocks**".

- 9.12. The validation of each transaction according to the above-mentioned mechanism shall be construed as a fulfilment of the delivery/payment obligation for the respective NFT subject matter of each acquisition.
- 9.13. The Parties hereby agree that by accessing the Transaction Hash on <https://explorer.elrond.com/> platform, the following elements shall be considered proven: (i) status of the transaction (success, pending or rejected), (ii) the age of the transaction (time-stamp); (iii) the address of the block in which the transaction was included; (iv) the Public Address from where the EGLD/NFT were sent; (v) the Public Address to which the EGLD/NFT were sent; (vi) the value of the transaction (the amount sent); (vii) transaction fee;
- 9.14. Please be aware that any transfer performed to the Elrond's Address without strictly following the above mentioned steps, sending other Cryptocurrency than EGLD, or without following all the steps indicated on the Platform may cause the permanent loss of the transferred funds.
- 9.15. Under no circumstances Elvila Digital is responsible and liable for any aspect, regardless its nature and value, in connection with the transferred Cryptocurrencies from or to the Elrond Buyer's Address.
- 9.16. By acquiring the NFT, you, as potential Buyer, expressly represent and warrant that:
- you have accepted and you are legally bound by these Terms, the Privacy Policy, and other Elvila Digital Platform Rules applicable to you in accordance with the features that you will decide to use;
 - you are an individual, that you are at least 18 years of age or are of legal age to form a binding contract under your applicable laws;
 - or
 - if you are a legal entity or acting in the name of a legal entity, that you are duly authorized to act on behalf and in the name of the legal entity, and bind the latter validly; and
 - you have the full capacity to accept these Terms of Use and other applicable Policies and rules, either in your own name or in the name and on behalf of the legal entity you represent and enter into transactions involving cryptocurrencies.
 - you are a non-U.S. citizen;
 - you are not subject to a criminal or fiscal sanction;
 - you have not been previously banned, removed, revoked, or restricted in any way;
 - you are allowed to use Elvila Digital' Platform and Services and by doing this you will not violate any and all laws and regulations applicable to you, including but not limited to regulations on anti-money laundering, anti-corruption, and counter-terrorist financing, and so on;
 - you are the only owner Wallet used to acquire the NFTs, and you will not use it, regardless the way, for or in the benefit of any other person or using third parties' Cryptocurrencies;
 - Elvila Digital may decide, in its discretion, to refuse to offer Services to any Buyer or related to any acquisition process, without having the obligation to motivate its decision.

10. Important no refund policy

- 10.1. No refunds shall be given or claims satisfied due to any change in NFT prices, including but not limited to promotional prices, discounts, or any special offers.
- 10.2. All NFTs available on the Platform will be native NFTs, respectively from the Elvila Digital's native Wallet or which were not owned by other person without connection with Elvila Digital, and by ordering and sending them to the Buyer, the transaction will be registered in the Blockchain,

together with the Public Address of the Buyer, being impossible to delete these events later. Therefore, considering that the transfer to the Buyer has the effect of inseparably and irreversibly registering the Buyer's Public Address in the history of each NFT, equivalent to their unsealing / personalization, the Buyer will not be eligible for refund or redemption.

- 10.3. The Buyer understands that NFTs are unique tokens minted by Elvila Digital at the acquisition moment especially for each Buyer.
- 10.4. The NFT will be transferred only to the Buyer's Public Address used for transferring the EGLD to the Elvila Digital's Wallet connected to the Platform at the acquisition moment.

11. Wallet and Assets

ELVILA DIGITAL DOES NOT HAVE ACCES AND NEVER STORES Users Wallet's private keys.

- 11.1. You are responsible for all activity that happens on or through your Wallet.
- 11.2. You acknowledge and agree that if your Wallet became inaccessible to you, all data/funds (including the transferred NFTs) stored in it are lost forever.
- 11.3. Considering the aspects mentioned above, you agree that you are the only one responsible for:
 - 11.3.1. The funds you decided to transfer;
 - 11.3.2. For using compatible devices and apps;
 - 11.3.3. For the payments performed;
- 11.4. Transfer funds are not refundable if the conditions provided in section 9 are met even if you transfer the NFT back to the Minting Address.
- 11.5. Please note that sending back the NFT may cause its permanent loss.
- 11.6. Elvila Digital assumes no liability for any loss or consequences caused by authorized or unauthorized use of your Elrond Wallet, including but not limited to accessed caused by information disclosure, hacking, information release, phishing, and so on.

12. Restrictions

By using our Services, you firmly assume to:

- fully comply with the requirements of applicable laws and regulations and these Terms.
- not violate Users' rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other Users from using our Services;
- not use our Platform's features for any purpose which is not listed in these Terms without the Platform's prior written consent;
- not influence in any way the Platform's services trying to modify, replicate, duplicate, copy, download, transfer, store, disassemble, further transmit, publish, disseminate, broadcast, remove or alter any copyright statement or label, or license, sub-license, sell, mirror, design, rent, lease, private label, grant security interests in the properties or any part of the properties, or create their derivative works or otherwise take advantage of any part of the properties;
- not use any mechanisms such as but not limited to: deep linking, web crawlers, bots, spiders or other automatic devices, programs, scripts, algorithms or methods, or any similar or equivalent manual processes to access, obtain, copy or monitor any part of the properties, or replicate or bypass the navigational structure or presentation of our Services in any way, in order to obtain or attempt to obtain any materials, documents or information in any manner not purposely provided through our Services;

- not attempt in any way to access any part or function of the properties/features without authorization, or connect to our Services or any Elvila Digital infrastructure (servers or any other systems or networks) provided through the services by hacking, password mining or any other unlawful or prohibited means;
- not try to identify any vulnerability of the Platform (including the third party integrated), or violate any security or authentication measures;
- not try to obtain, in any way (including direct requesting, reverse look-up, track or seek to track) any information of any other Users or visitors the Platform;
- not take any method that causes the platform to slow down;
- not use any devices, software or any other function which may alter or interfere with the proper functioning of the platform, as it was established by Elvila Digital;
- not to use any of the features available on the Platform in an illegal way.

You expressly empowered Elvila Digital to perform any action to identify and investigate any violation of these Terms, unilaterally determine whether you have violated these Terms, and take actions (without your prior consent or notice) such as, but not limited to:

- blocking and closing your ongoing activities;
- blocking the possibility to access the Platform, to continue/further use the Platform;
- reporting the incident to the competent authorities;
- publishing the alleged violations and actions that have been taken;
- deleting any information, you published that are found to be violations;

It is strictly forbidden to conduct any action and/or activity which:

- is prohibited by our Terms and Conditions, or may direct, or indirect violate its provisions;
- is related to illegal activities or with the purpose of causing harm to another person, regardless the way in which this purpose is done or achieved;
- access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

13. Indemnification

You agree to indemnify and hold harmless Elvila Digital, their affiliates, contractors, licensors, and their respective directors, officers, employees and agents from and against any claims, actions, proceedings, investigations, demands, suits, costs, expenses and damages (including attorneys' fees, fines or penalties imposed by any regulatory authority) arising out of or related to (i) your use of, or conduct in connection with, our Services, (ii) your breach or our enforcement of these Terms, or (iii) your violation of any applicable law, regulation, or rights of any third party during your use of our Services. If you are obligated to indemnify Elvila Digital, their affiliates, contractors, licensors, and their respective directors, officers, employees or agents pursuant to these Terms, Elvila Digital will have the right, in its sole discretion, to control any action or proceeding and to determine whether Elvila Digital wishes to settle, and if so, on what terms.

14. Warranty and Disclaimers

To the fullest extent permitted by applicable law, we, along with our parent companies, subsidiaries, affiliates, officers, directors, employees, contractors, agents, partners, licensors and distributors (collectively Elvila Digital entities) do not make any representations, promises, or warranties, express or implied, about the services and the NFT listed on the Platform. We provide our Services "as-is," "with all faults," and "as available." Your use of the Services, including our content within the Services (and excluding the content posted by Users), is at your own risk and

we do not represent, promise, or warrant that the Services will be uninterrupted, timely, secure, or error-free or will offer you any benefit of any kind.

You understand and agree that no data transmission over the internet or information storage technology can be guaranteed to be secure, and we expressly disclaim any warranties, express or implied, to that effect, including but not limited to those such as: the transfer of any kind of funds/value, the transfer of the NFT.

We make no commitments, promises or warranties about the content of the Services or content linked from the services, the support we provide for the Services, the specific functions of the Services, the security of the Services, or the Services' reliability, quality, accuracy, availability, or ability to meet your needs, provide certain outputs or achieve certain results.

Some jurisdictions provide for certain implied warranties, such as the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the fullest extent permitted by applicable law, we disclaim any and all implied or express promises or warranties about the services.

15. Liability

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It is your responsibility to review the amended Terms. Your continued use of the Platform and the Services following the posting of the NEW Terms signifies that you accept and agree to the changes, and that all subsequent activity performed by you will be subject to the amended Terms.

If you have any question regarding or in connection of the information mentioned in these Terms, please do not hesitate do directly contact us.

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The transfer of rights and obligations arising from these Terms and/ or the use of the Platform is subject to our prior written consent.

You expressly agree that Elvila Digital may unilaterally transfer all rights and obligations that may result from these Terms and use of the platform without the consent of users.

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Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

23. How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us on contact@elvilanft.io.

24. We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are not responsible for configuring your information technology, computer programs and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the regulation which governs Elvila Digital' activity. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

25. Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact contact@elvilanft.io.

26. Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by Romanian law. You and we both agree that the courts of Romania will have exclusive jurisdiction.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Romanian law. We both agree to the exclusive jurisdiction of the courts of Romania.