

XOXNO Tickets

Terms of Use

Last revised: September 2024

1. Welcome to XOXNO!

PLEASE READ THE FOLLOWING TERMS CAREFULLY AS THEY GOVERN YOUR USE OF THE XOXNO TICKETS

These Terms of Use are entered into between you (hereinafter referred to as “you” or “your”), as User, and, on the other side, XOXNO NETWORK S.R.L. (hereinafter referred to as “us”, “we” or “XOXNO”), as the operator of the Website.

Acceptance of Terms. By accessing our Website and using our Services, you fully acknowledge that you have read, understood, and accepted to be bound by these terms and conditions, which shall form a legally binding agreement between you and XOXNO (hereinafter referred to as "Terms").

Additional Terms. When you decide to access, test or use specific features described or available on the Website, you may be subject to specific additional terms and conditions that will be displayed in the corresponding section and must be accepted before accessing those features.

2. Who we are and how to contact us

Who Is XOXNO. XOXNO operates the Website, a revolutionary peer-to-peer platform which aggregates a series of features such as a seamless NFT Marketplace, an NFT Launchpad, staking, ticketing, etc.

Contact Us. Should you have any queries regarding the Marketplace or our Services, please do not hesitate to contact us at contact@xoxno.com.

3. Definitions (a-z)

“Additional Terms”	refers to any additional and distinct agreement entered into between XOXNO and any Users, in relation to other features available on the Website (e.g. Marketplace, staking, Launchpad, airdrops, etc).
“Applicable Law”	any binding legal provision, including but not limited to laws, statutes, regulations, codes, ordinances, norms, court decisions, orders, decrees, or any other normative or administrative acts, decisions, requirements, recommendations, interpretations, or applications by a public authority in Romania, or any other public authority, regardless of whether it has a binding effect.
”Authority”	means any statutory governmental, judicial, or other authority or any of them or any of their authorized representative;
”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; in the context of these Terms, this may refer to the Blockchains linked to the Website.

"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;
"Crypto - asset"	means a digital asset in which transactions are verified and records maintained by a decentralized system using cryptography named Blockchain, rather than by a centralized authority, such as (i) utility tokens or (ii) other digital asset designated as means of exchange;
"Electronic Wallet"	means the technical solution that allows a user to store, send or receive Crypto - assets, NFTs or other digital assets by using Blockchain infrastructure.
"Event"	pertains to any cultural, sports, entertainment or other gathering for which NFT Tickets are issued according to a separate agreement executed between XOXNO and the Organizer.
"Gas Fee"	refers to the fees charged by the Blockchain infrastructure for performing and validating a transaction; generally, the gas fees are charged in the native Crypto - asset of each Blockchain.
"Launchpad"	refers to a feature on the Website that serves as a platform for launching and promoting NFT projects.
"Marketplace"	refers to the digital NFT marketplace, encompassing all its functionalities accessible via the Website.
"Metadata"	means the descriptive information associated with an NFT, including but not limited to textual descriptions, images, visual elements, and other attributes, providing context and enhancing understanding of the content – e.g. utilities, usage restrictions, etc.
"Metadata Rights"	pertains to legal entitlements associated with metadata, including image rights, copyrights, and other intellectual property rights, governing ownership, usage, and protection of the metadata content.
"NFT"	refers to a unique digital asset stored on a Blockchain, representing ownership of a specific item or piece of content.
"NFT Ticket"	refers to an NFT issued on the MultiversX Blockchain through the Website that serves as a digital ticket granting the holder access to a specific Event and also may entail additional related facilities or benefits as set out by the Organizer.
"Organizer"	refers to any individual, company, or entity that creates, manages, and is responsible for the planning, promotion, and execution of an Event. The Organizer offers NFT Tickets for sale through the Website and has a contractual agreement in place with XOXNO to facilitate the issuance, minting, and sale of these tickets.

“Purchase Price”	refers to the price payable by the User for an NFT Ticket minted and acquired directly on the Website; for clarity, this shall not refer to any prices of any subsequent sales, resale or exchanges between Users on the Marketplace or by other means.
“Private Key”	refers to a confidential alphanumeric cryptographic code, uniquely associated with an Electronic Wallet, enabling its holder to access and control the associated digital assets or perform secure transactions on a Blockchain or interact with other digital platforms.
“Public Address”	means the sequence of characters (letters and numbers) that identifies an Electronic Wallet;
“Recovery Phrase”	means the specific sequence of words generated by the Blockchain infrastructure, when initiating an Electronic Wallet allowing the user the possibility to re-access / re-configure their Electronic Wallet, with the observance of the conditions imposed by the Electronic Wallet service provider.
“Royalty”	refers to a percentage of the sale price of an NFT Ticket that is paid to the Organizer or other entitled person each time the NFT subject to subsequent sales.
“XOXNO”	it is a reference to XOXNO NETWORK S.R.L, a Romanian limited liability company headquartered at 1 Nicolae Balcescu Bd, Bl. L6, Entrance E, Floor 5, Ap. 23, Pitesti, Arges County, registered with the Arges Trade Register Office under no. J03/902/2023, with unique registration code 46529019.
“Services”	refers to the range of functions and features provided via the Website to facilitate the issuance, minting, purchase, sale, and transfer of NFT Tickets;
“Users”	refers to any individual or entity who accesses the Services and/or owns an NFT Ticket.
“Website”	means the website www.xoxno.com and its subdomains.

4. Pre - contractual Details. Cautionary Advice.

4.1. Role of XOXNO

Intermediary Function. XOXNO acts only as an intermediary and provides the technological infrastructure that allows Organizers to offer NFT Tickets for sale and enables Users to purchase these tickets. XOXNO does not take part in the creation, planning, promotion, or execution of the Events for which the NFT Tickets are issued.

No Responsibility for Events. XOXNO is not responsible for the content, quality, legality, or execution of the Events. All aspects related to the Event, including its organization, cancellation, rescheduling, or any benefits associated with the NFT Tickets, are under the sole responsibility of the Organizer.

Event Promotion. While we may feature or mention various Events on our social media channels or highlight them on the Website’s homepage, we remain unaffiliated with these Events. Any promotion does not imply endorsement or a direct relationship with the Organizers.

Limited Liability. XOXNO shall not be held liable for any issues, disputes, or claims arising from or related to the Events, including but not limited to cancellations, postponements, changes in the Event schedule, or the availability of the additional facilities or benefits provided by the Organizer. Any such matters must be settled directly between the User and the Organizer.

4.2. NFTs characteristics and risks

NFTs Characteristics. NFTs serve as digital certificates of ownership for associated Metadata and other data. The rarity, ownership, and traceability of an NFT are ensured by the underlying token based on the Blockchain technology, which differs from the Metadata itself.

No Transfer of Metadata Rights. Unless explicitly indicated otherwise by XOXNO or the Organizer through any means, the acquisition of an NFT Ticket does not automatically entail the purchase of or transfer of ownership over any Metadata Rights, a fact acknowledged and accepted by Users.

Utility of the NFTs. It is important to note that any utilities and/or features of the NFT Tickets shall be subject to specific terms and conditions as defined by the Organizers, if any. Users are hereby advised to carefully observe and adhere to the specific terms and conditions applicable.

4.3. *Good knowledge of the Blockchain technology*

Blockchain Knowledge. Users acknowledge that engaging in NFT transactions requires a thorough grasp of Blockchain technologies, 'non-custodial' Electronic Wallets and other related technical concepts.

Decentralized Networks. Users acknowledge that Crypto-assets operate within decentralized networks without intermediaries and lack the status of legal tender, unlike currencies issued by central banks. The legal framework governing Crypto-assets and NFTs varies based on the jurisdiction in which Users reside, and Crypto-assets and NFTs may be prohibited or subject to regulatory frameworks that could substantially diminish or completely devalue them.

5. **Access to Services and NFT Tickets**

5.1. *Services offered by XOXNO to the Users*

Services. The Services facilitate the issuance, minting, purchase, sale, and transfer of NFT Tickets to the Users. Users understand that they acquire the NFT Tickets directly from the Organizer, not from XOXNO, unless specified otherwise on the Website.

Service Fees. XOXNO charges a Service fees for the services provided, which is transparently included in the total Purchase Price displayed to the User during the purchase process ("**Service Fees**"). The Service Fee may be a flat rate or a percentage of the total Purchase Price, depending on the specific terms agreed upon with the Organizer and the nature of the Event. The exact amount of the Service Fee will be clearly specified at the time of purchase, ensuring Users have a complete understanding of the costs before confirming their transaction.

In addition to the Service Fee, Users may also incur Gas Fees, which are separate charges imposed by the MultiversX Blockchain network for processing transactions. These Gas Fees are not controlled by the XOXNO and are not included in the Service Fee or Purchase Price. Users are responsible for paying any applicable Gas Fees, which will be displayed during the transaction process.

Non – Refundable Service Fee. The Service Fee is non-refundable under all circumstances, regardless of the outcome of the Event or any subsequent disputes between the User and the Organizer. The Platform's services are considered fully rendered once the NFT Ticket is successfully minted and transferred to the User's Electronic Wallet.

5.2. *Purchasing NFT Tickets on the Website*

Electronic Wallet Requirements. To engage in purchasing NFT Tickets on the Website, Users must have an Electronic Wallet that is compatible with the MultiversX Blockchain. This wallet will be used to store, send, and receive both the Purchase Price and the NFT Tickets.

Purchase Price. The total Purchase Price, including any applicable fees (such as Service Fees charged by the Platform, Gas Fees or other fees associated with fiat payment), will be clearly displayed on the Website at the purchase time

5.2.1. *Payment with Crypto - assets*

Accepted Crypto – assets. Users can purchase NFT Tickets on the Website using supported Crypto-assets. The specific Crypto-assets accepted for payment will be displayed on the Website at the time of purchase. Users are responsible for ensuring they have sufficient funds in their Electronic Wallet to complete the transaction.

Confirmation and Payment. By confirming the transaction, the User authorizes XOXNO to initiate a payment transaction that will deduct the specified amount of accepted Crypto - assets from its Electronic Wallet.

Blockchain Transaction. The purchase transaction details will also be recorded on the MultiversX Blockchain, providing an immutable and transparent proof of the transaction. Users can verify the transaction directly on the dedicated MultiversX Blockchain using the provided transaction ID (hash).

5.2.2. Payment with fiat currencies

Payment with Fiat Currencies. Users can purchase NFT Tickets on the Website using a credit or debit card. The payment shall be made in the currency displayed on the Website at the time of purchase as all transactions will be processed securely through our designated payment processors.

Authorization and Charges. When a User initiates a payment, the credit or debit card will be charged the total Purchase Price, which includes the NFT Ticket price, applicable Service Fees, and any other costs disclosed during the checkout process. By providing card details, the User authorizes XOXNO to charge the total amount to the specified card.

Payment Confirmation. Once the payment has been successfully processed, the User will receive a confirmation via email, and the NFT Ticket will be automatically transferred to the Electronic Wallet used to access the Website. The confirmation serves as proof of payment and includes details of the transaction.

Payment Issues. In the event of a payment issue, such as a declined card or transaction failure, the User will be notified immediately, and the transaction will not be processed. The User may need to contact their card issuer or try another payment method to complete the purchase.

Any issues or queries related to fiat payment services must be directly addressed by the User with the responsible payment processor and banking institutions. The User acknowledges and accepts the terms and conditions set forth by the payment processor when making any fiat payments.

5.3. Delivery of the NFT Tickets

Delivery of the NFT Tickets. Upon successful completion of the payment process, the NFT Tickets will be automatically minted on the MultiversX Blockchain and transferred to the same Electronic Wallet that was used for payment or the Electronic Wallet of the User designated to access the Website.

Proof of Delivery. The delivery of the NFT Ticket is recorded on the MultiversX Blockchain, providing an immutable and transparent record that can be independently verified. Users can confirm their ownership of the NFT Ticket by checking the transaction details on the Blockchain using the provided transaction ID.

5.4. Use of the NFT Tickets and Associated Benefits

Access to the Event. The primary purpose of the NFT Ticket is to grant the User access to the specific Event for which it was issued. The NFT Ticket must be presented and validated at the entrance of the Event venue by scanning your unique QR badge provided by XOXNO on the Website. When you show this QR code, it will automatically detect your eligibility for any Event for which you have purchased a ticket.

Single – Use Entry. Access will be granted to the first person who successfully validates the NFT Ticket, and the NFT Ticket will be marked as used, rendering it non-transferable and invalid for any further entry.

Associated Benefits. In addition to granting access to the Event, the NFT Ticket may come with certain associated benefits and perks as determined by the Organizer. Likewise, any associated benefits or perks are generally non-transferable and may be subject to specific conditions or limitations imposed by the Organizer.

Resale. User understands and accepts that, if reselling of NFT Tickets is allowed, the Organizer may impose limits on the resale price, including a maximum and minimum sell price. These restrictions will be enforced during the resale process to ensure compliance with the Organizer's pricing policies.

Event Access upon Resale. Once the NFT Ticket is resold, the new owner assumes full responsibility for its use, and XOXNO cannot guarantee the validity or usability of the NFT Ticket beyond its original issuance. The Organizer retains the right to deny entry if the NFT Ticket has been previously validated.

Royalties. NFT Tickets may be subject to Royalties on any subsequent sales, as determined by the Organizer. These Royalties will be automatically deducted from the subsequent sales/resales proceeds and transferred to the Organizer or designated beneficiaries according to the terms specified at the time of the initial purchase.

6. Right of Withdrawal and Refund Policy

Ownership of NFT Tickets. The Organizer retains full ownership and control of the NFT Tickets until they are transferred to the User's Electronic Wallet upon purchase completion. XOXNO acts solely as an intermediary and does not hold, own, or assume, at any point, any ownership rights or responsibilities regarding the NFT Tickets.

No Right of Withdrawal or Refund. The User acknowledges that once the purchase of an NFT Ticket through the Platform has been completed, the transaction is final, and the User cannot cancel or withdraw from the purchase agreement. This policy aligns with the legal provisions under art. 16 lit. i) of Government Ordinance no 34/2014, which do not allow for withdrawal in case of event tickets.

Organizer's Policies. Users must refer to the specific terms and conditions set by the Organizer regarding refunds, cancellations, or any other remedies. The Organizer may have their own policies in place, which could allow or disallow refunds or other forms of compensation depending on the circumstances.

Direct Communication. Any disputes, issues, or claims regarding the NFT Tickets, including requests for refunds, must be addressed directly with the Organizer. XOXNO will not mediate such disputes and will not provide refunds or adjustments on behalf of the Organizer.

Event Cancellation or Postponement. In case of an Event being cancelled or postponed, the Organizer will determine if refunds, including the Purchase Price (minus Service Fees), will be allowed. If agreed upon with XOXNO, the Purchase Price may be refunded to the Electronic Wallet or will be processed back to the same credit or debit card used for purchasing the NFT Tickets, and the NFT Ticket will be cancelled along with any associated benefits.

Refunds. In cases where refunds are allowed by the Organizers, the refunds procedure may be initiated by the User through the Website by returning the purchased NFT Ticket.

Refund Eligibility. Only the initial User who purchased the NFT Ticket can initiate the refund process as any subsequent holders shall not be eligible to claim any refunds on the Website.

7. Assumption of Risks

No Endorsement. XOXNO does not endorse or guarantee the performance, success, or value of any NFT Tickets or Events published on the Website.

Technical Risks. Using Internet-based assets (such as NFTs and Crypto – assets) carries risks, such as potential hardware, software, and internet connection issues, as well as the risk of malware and unauthorized access to wallet information. You understand and agree that XOXNO is not liable for any communication failures, disruptions, errors, distortions, or delays during your use of the Services, regardless of the cause.

Risk of Fraud. Purchasing NFT Tickets from secondary markets or other individuals outside the Website carries significant risks, including the potential for invalid or counterfeit tickets. XOXNO cannot guarantee the authenticity or validity of such tickets, and any issues are the responsibility of the User.

Value Fluctuation Warning. The value of an NFT Ticket may fluctuate due to market conditions, and there is no guarantee that a User will recover the full Purchase Price if they choose to resell the ticket. Market demand and other factors can affect the resale value, potentially leading to a lower return than the original purchase amount.

8. Prohibition of Use and Commitments

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

You represent and warrant that you have not been included (directly/indirectly) and have no relationship (directly/indirectly) with any person whose citizen or resident of a country which is/was 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), the Financial Action Task Force (FATF), International Traffic In Arms Regulations (ITAR) or the denied persons or entity list of the U.S. Department of Commerce. The restrictions herein target the inclusion as a natural/legal person on the above-mentioned lists as well as the inclusion of the User citizenship or residency state.

We have the right to choose the markets and jurisdictions wherever it finds appropriate to conduct the business, and may restrict or refuse, in its discretion, the provision of Services in certain countries or regions.

9. No Access or Control Over Electronic Wallets

XOXNO at no point has access to or control over any Electronic Wallets used to connect to the access the Services. Users retain full control over their Electronic Wallets and the Crypto – assets and NFTs within them, ensuring their security and privacy.

XOXNO does not have the ability to manage, modify, or intervene in any transactions or activities conducted through these wallets. In the event of lost passwords, compromised accounts, or other security issues, Users are solely responsible for resolving such matters. XOXNO's role is strictly limited to facilitating the connection to the Website, without any oversight or influence over the wallet contents or transactions.

Furthermore, XOXNO cannot access or recover any private keys associated with the Electronic Wallets, nor can it reverse or alter any transactions once they have been initiated. Users are advised to keep their wallet credentials secure and to exercise caution when conducting transactions.

10. Restrictions

During the use of our Services, Users firmly assert to:

- fully comply with the requirements of Applicable Laws and regulations, as well as these Terms;
- do not violate other person's rights, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit other person from using the Services;
- refrain from for any kind of market manipulation in connection with any NFT (such as but not limited to pump and dump schemes, self-trading, wash trading, quote stuffing, front running, and spoofing or layering, regardless of whether prohibited by law);
- not try to identify any vulnerability of the Services (including the third party integrated), or violate any security or authentication measures;
- falsely claim to be or misrepresent your association with any individual or organization;
- generate or list counterfeit items (including any NFTs);

- participate in fundraising activities for a business, protocol, or platform through the Services, including but not limited to creating, listing, or purchasing assets redeemable for financial instruments, assets conferring participation rights in securities offerings, or assets providing financial rewards, such as DeFi (decentralized finance) yield bonuses, staking bonuses, and burn discounts;
- place misleading bids or offers.

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

- blocking and closing your ongoing activities, including the removal of the relevant NFT Collection;
- 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.

11. Indemnification

You agree to indemnify and hold harmless us, our 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 the Services, Website, NFT Tickets, (ii) your breach of these Terms, or (iii) your violation of any applicable laws, regulation, or rights of any third party during your use of the Services.

In such cases, we will have the right, in our sole discretion, to control any actions or proceedings and to determine whether we wish to settle, and if so, on what terms.

12. 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 DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES. WE PROVIDE THE 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. 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. WE MAKE NO COMMITMENTS, PROMISES OR WARRANTIES ABOUT THE TOKENS 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.

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 DO NOT MAKE ANY REPRESENTATIONS, PROMISES, OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE TOKENS (INCLUDING THEIR VALUE), THE SERVICES, OR ANY OTHER AVAILABLE FEATURE OR REGARDING THEIR PROFITABILITY, ACTUALLY, ACCURACY, USABILITY ETC.

YOU UNDERSTAND AND ASSUME THAT ANY DECISION FOLLOWING OR IN CONNECTION WITH THE NFT TICKETS, THE SERVICES, THE CONTENT AVAILABLE ON THE PLATFORM OR ANY OTHER AVAILABLE FEATURES IS BASED ON YOUR OWN RESEARCH AND RESPONSIBILITY.

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.

13. Liability

To the fullest extent permitted by Applicable Law, you agree and understand that we will not be liable for: any indirect, special, incidental, consequential, treble or other multiples of damages, exemplary or punitive damages arising from or in connection with these Terms or your use of the Services, the NFT Tickets, NFTs, etc.

We and our affiliated entities shall not be held liable for any loss of profits, revenues, business opportunities, diminution in value or any other losses (collectively "**Losses**") arising from or in connection with these Terms or your use of or access to the Services, including, but not limited to:

- (i) the deletion of, alteration of, mis-delivery of or failure of the NFT Tickets and/or the Crypto - assets to other Electronic Wallets while using the Services;
- (ii) downloading or sharing of information, including personal information, during the use of our Services;
- (iii) the unauthorized access to your Electronic Wallet/s;
- (iv) services provided by third parties in connection with the NFT Collections or certain NFTs;
- (v) your dealings with or participation in promotional campaigns of third - parties found while using our Services.

The User recognizes that XOXNO operates solely as an intermediary facilitating the interaction between User and Organizer for the issuance, minting, purchase, sale, and transfer of NFT Tickets. XOXNO does not create, endorse, or control the content or any Event listed on the Website.

XOXNO disclaims any responsibility and shall not be in any way liable for the actions, conduct, or performance of other Users or Organizers, as well as for the outcome of any transactions or engagements facilitated through the Website.

We will not be liable for damages caused by others, the wrongful or unlawful actions of third parties, or an act of God. The limitations and exclusions in these Terms will apply whether or not we have been advised of or should have been aware of the possibility of any losses arising.

Without detracting from the general nature of the aforementioned, the Users acknowledge the existence of various risks associated with the NFTs and Crypto - assets and their future developments.

To the fullest extent permitted by law and except as otherwise stated in these Terms, we are not liable in connection with any disputes that arise out of or relate to the Services, NFT Tickets or any Events published on the Platform.

14. We may make changes our Terms

We might change, add or remove parts of these Terms at any time and in our sole discretion. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We will notify such changes by simply updating the terms on our Website and modifying the [Last revised] date displayed on this page.

All modifications or changes to these terms will become effective upon publication on the Website or release to users.

It is your responsibility to review the amended Terms. Your continued use of the Services following the changes to the Terms, 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 to do directly contact us.

15. We may transfer this agreement to someone else

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

You expressly agree that we may unilaterally transfer all rights and obligations that may be stemming from these Terms without your consent.

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

The relationship between the Users and us and any disputes arising from the use of the Website and/or its Services shall be governed by and construed in accordance with the Applicable Law, without giving effect to any principles of conflicts of law. Any legal action or proceeding related to this website shall be brought exclusively in the competent courts as per the Applicable Law.

To the maximum extent permitted by the Applicable Law, any invalid or unenforceable term or provision of these Terms shall not affect the validity or enforceability of the remaining terms and provisions thereof or the validity or enforceability of the offending term or provision in any other situation. To the maximum extent permitted by the Applicable Law, you and us, acting in good-faith, shall attest the nullity or unenforceability of the respective term or provision and shall replace it by a valid or enforceable term or provision which most accurately reflects the economic and legal purpose of the invalid or unenforceable term or provision.