

TERMS OF HEROES-NFT SALE

("TERMS")

1. GENERAL PROVISIONS

- 1.1. TheHeroes-NFT Sale ("**Sale**")is organized by members of StarHeroes DAO.
- 1.2. The purpose of the Sale is to promote the StarHeroes DAO as a decentralized autonomous organization of Web3 enthusiasts gathered around the StarHeroes video game.

2. Start PERIOD

- 2.1. The Application starts on 29.04.2024, 12.00UTC
- 2.2. The Application is conducted on the Arbitrum blockchain network and is accessible at duty.starheroes.community ("**Website**").

3. PARTICIPATION

- 3.1. To be eligible to participate in the Sale, you must:
 - 3.1.1. be at least 18 (eighteen) years old or of the legal age under the applicable law of your jurisdiction of residence;
 - 3.1.2. have the full legal capacity to enter a contract under the applicable law of your jurisdiction of residence;
 - 3.1.3. have your own (non-custodial) cryptocurrency wallet compatible with Arbitrum blockchain network ("**Wallet**");
 - 3.1.4. have an Internet access.

4. ENTRY

- 4.1. You may take part in the Sale by:
 - 4.1.1. clicking "Connect Wallet" button at the Website and connecting your Wallet;
 - 4.1.2. choose desired number of so called Heroes, i.e. non-fungible tokens in ERC-721 standard, minted by the StarHeroes DAO ("**HeroNFT**");
 - 4.1.3. pay in the Ether (ETH) cryptocurrency for chosen number of HeroNFTs.

- 4.2. The payment is made by way of transfer of cryptocurrency from your Wallet to a dedicated cryptocurrency wallet of StarHeroes DAO.

5. SALE RULES

- 5.1. There is total number of HeroNFTs eligible for purchase in Sale, equal to 95.250 (ninety five thousand two hundred fifty). Any HeroNFTs exceeding that number will become a part of the treasury of the StarHeroes DAO.
- 5.2. Each HeroNFT costs 55\$STAR (native token of the StarHeroes DAO, deployed on the Arbitrum blockchain network), which is equivalent of circa USD \$23 (price determined on the basis of exchange rate indicated on Arbitrum exchanges as at 18.04.2024, 18.00UTC).
- 5.3. HeroNFTs mint does not take place simultaneously to the purchase of Hero NFTs in the Sale. The Sale participants purchase right to future Hero NFTs to be minted in a date indicated by StarHeroes DAO in a separate announcement on the Discord channel available at <https://discord.com/invite/starheroesgame>.
- 5.4. In the Sale StarHeroes DAO will grant participants additional benefits ("**Benefits**"), according to number of points in the Sale leaderboard, showing the participants Wallet addresses together with number of points acquired ("**Leaderboard**"). The Leaderboard, apart from points acquired in the Sale, will also take into account points acquired by the Sale participants in other activities enabled by the StarHeroes DAO.
- 5.5. The Sale quantitative limits are as follows:

- 5.5.1. During whole period of the Sale, one transaction is limited to purchase of maximum 100 (one hundred) HeroNFTs.

6. LEADERBOARD AND POINTS CALCULATIONS

- 6.1. Each HeroNFT purchase entitles to 10 (ten) revenue airdrop points in the Leaderboard ("**Points**").
- 6.2. Sale progresses into subsequent tiers, depending on the number of HeroNFTs purchased by the Sale participants ("**Tier**"). Each HeroNFT belongs to one of the Tiers.
- 6.3. Purchase of a HeroNFT from a given Tier entitles to a specific multiplying factor of Points ("**Multiplier**").

- 6.4. HeroNFT purchase entitles to Points resulting from multiplication of the base Points for each HeroNFT times the Multiplier, resulting from a respective Tier, in which the HeroNFT was purchased.
- 6.5. Every Tier includes certain number of HeroNFTs. The first Tier covers first 2500 (two thousand five hundred) HeroNFTs purchased in the Sale. Each subsequent Tier includes number of HeroNFTs equal to the one from preceding Tier plus 550 (five hundred fifty) HeroNFTs.
- 6.6. Every Tier entitles to a specific Multiplier. The first Tier's Multiplier equals to 10 (ten). Each subsequent Tier's Multiplier is the preceding Tier's Multiplier decreased by 8% (eight percent).
- 6.7.
- 6.8. Sale participants may acquire Points also by the way of referring the Sale ("**Referral**"). To make a Referral a participant should generate a dedicated link by clicking on the Website the "Referral Link" button and send it to another person who, using the link, takes part in the Sale in accordance with the rules set out herein.
- 6.9. Participants who make successful Referral receive 25% (twenty five percent) of the Points of the participant whom they have made Referral to.
- 6.10. Using a Referral link entitles to an additional 10% (ten percent) Points.

7. BENEFITS

- 7.1. Participants, according to their position in the Leaderboard, will receive respective Benefits as follows:
- 7.1.1. Participants with positions 1-888(one to five hundred) in the Leaderboard will receive in airdrop \$STAR Token issued by the StarHeroes DAO, in an amount determined by the StarHeroes DAO in its sole discretion, all the other participants, subject to fulfilling conditions of other StarHeroes DAO campaign available at: <https://airdrop.starheroes.community> will receive in airdrop \$STAR Token issued by the StarHeroes DAO, in an amount determined by the StarHeroes DAO in its sole discretion.
- 7.2. With regard to all participants that are users of the <https://jungleart.ai/> ("**JungleArt**", which is a third-party business partner of StarHeroes DAO) and have connected there their Wallets used in the Sale, the StarHeroes DAO will use its best efforts that those participants

receive from the JungleArt operator free-of-charge amounts Jungle Art Points, i.e. in-platform back-end points to be used solely at <https://jungleart.ai/>.

8. DISTRIBUTION OF THE HERONFTS AND THE BENEFITS

- 8.1. The HeroNFTs will be minted in a date indicated by StarHeroes DAO in a separate announcement on the Discord channel available at <https://discord.com/invite/starheroesgame>. In that announcement StarHeroes DAO will also inform the Participants by what means they may claim their HeroNFTs purchased in the Sale.
- 8.2. \$STAR Token airdrop to the Participants eligible under Section 5 above will occur to the wallet address of the Participant used for the purposes of the Sale. In a separate announcement on the Discord channel available at <https://discord.com/invite/starheroesgame> StarHeroes DAO will inform the Participants by what means they may claim their airdrop \$STAR Tokens.
- 8.3. If the free-of-charge distribution of Jungle Art Points by the Platform operator occurs, it will take place in close future, in a date indicated by StarHeroes DAO in a separate announcement on the Discord channel available at <https://discord.com/invite/starheroesgame>.

9. COMPLAINTS

- 9.1. You (the participant of the Sale) may file a complaint regarding any defects or interruptions in the functioning of the Sale by submitting the complaint.
- 9.2. The complaint shall include:
- 9.2.1. data identifying the complainant (e.g. public address of your cryptocurrency Wallet, name and surname, place of residence);
 - 9.2.2. type and date of the event giving rise to the complaint;
 - 9.2.3. a detailed description of the event giving rise to the complaint;
 - 9.2.4. your demands.
- 9.3. To submit a complaint, you can contact StarHeroes DAO using the following e-mail address: contact@starheroes.community.
- 9.4. We (StarHeroes DAO) will respond to the complaint within 14 (fourteen) days of its receipt.

10. LIABILITY

- 10.1. StarHeroes DAO shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with the Sale, or resulting from acceptance, possession, use/misuse of HeroNFTs/Benefits, or participation in the Sale, including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy.
- 10.2. StarHeroes DAO is not responsible or liable for any injury or damage to the Saleparticipant or to any other person's computer relating to or resulting from entering or downloading materials in connection with this Sale.
- 10.3. StarHeroes DAO is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission due to technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, communications line failure, server failure, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the users or by any of the equipment or programming associated with or utilized in this Sale or traffic congestion on the Internet or at any website, or by any human error which may occur in the processing of the entries in this Sale, or any combination thereof.
- 10.4. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are excluded from these Terms to the fullest extent permitted by applicable law.

11. TAXES

- 11.1. The participants are solely responsible for the payment of all taxes, duties, and assessments now or in the future claimed or imposed by any governmental authority in connection with their participation in the Sale and/or payable as a result of their use and/or exploitation of crypto assets and interaction with smart contracts. Blockchainbased transactions are emergent, and their tax treatment is uncertain.

12. FINAL PROVISIONS

- 12.1. These Terms are governed by the Estonian law.
- 12.2. If any provision of these Terms is declared invalid or ineffective in whole or in part by a court of law or another competent authority, or if the invalidity or ineffectiveness of any provision of these Terms results from binding legal provisions, or if any provisions prove

impossible to implement in whole or in part, the remaining provisions of these Terms shall remain in full force and effect.

12.3. In matters not regulated by these Terms, the relevant provisions of law shall apply. For the avoidance of doubt, it is considered that none of the provisions of these Terms shall limit the rights of the Sale participant under the applicable mandatory law. In the event of the occurrence of a provision of this nature, the provisions of the applicable law shall apply.