

Terms and conditions for involvement in the Project

Whereas:

- Startup intends to carry out the Project under the name Never Ending Dungeon, the description of which can be found at <https://tecra.space/never-ending-dungeon>, in the documents and information materials made available by Startup on the website.
- In order to carry out the Project and raise funds for its implementation, Startup is organizing a Collection via the Tecra Space Platform.
- As part of the Collection, the Creator issued personalized Tokens, assigned only to the Creator's Project.
- The Tokenbuyers have registered on the Platform <https://tecra.space> and have active accounts on the Platform and have passed the verifications required by the regulations.
- The Tokenbuyers have read the description of the Project and by accepting these Regulations, he/she agrees to use his/her funds for the purposes of the Project, under the conditions specified in these Regulations.

§1 Definitions

1. Capitalized terms used shall have the following meanings ascribed to them by the Parties:

Account - The area through which it is possible to use the functionality of the Software. An account is created after registration.

Startup - Spellarena sp. z o.o. with its headquarters at Wał Miedzeszyński 608 Tax Identification Number (NIP): 9522208879, represented by Dariusz Skrzypkowski Member of the Board, hereinafter referred to as "Creator".

Tokenbuyer - a User who has (where required) completed Registration, created an Account, undergone anti-money laundering and counter-terrorist financing procedures, accepted the Project Terms and Conditions and, in accordance with these Terms and Conditions, exchanged cryptocurrency, including TECRA cryptocurrency or FIAT currencies for a Project Token.

Software - Computer program within the meaning of the Act of 4 February 1994 on copyright and related rights, which copyrights are held by Enzo Ventures LLC with its registered office in Las Vegas, United States.

Burning - The process of sending a Token to an address from which it is not possible to re-send the Token. For the purposes of Burning, a different address has been assigned to each Project.

Platform - Software in the form of a website, available at <https://tecra.space> and <https://app.tecra.space> which is intended for Collections.

Project - A venture planned or implemented by the Startup.

Regulation - The document setting out the rules for the use of the Tokenization platform, available at <https://tecra.space> and <https://app.tecra.space>.

Force Majeure - An event beyond the control of the Parties which the Party could not have foreseen or avoided with all due diligence.

Buyback - The process of exchanging Tokens for other cryptocurrencies on cryptocurrency exchanges, carried out by the Startup under the terms of the Terms and Conditions.

Tecra - Enzo Ventures Limited Liability Company with registered office at 6628 Sky Pointe Dr. Ste 129-1215, Las Vegas, 89131, NV, USA.

TECRA - A cryptocurrency that is one of the means of exchange for Tokens of a particular Project. TECRA is produced by Tecra and serves as a settlement function in the Software.

Token - a digital record stored and exchanged on the blockchain network, which is a token of legitimacy. The token is used to confirm commitment to the Project and to conclude an agreement with Startup. The Token is created through a generator provided by Tecra as part of the Software and issued by Startup. Each Project is assigned an individual type of Token.

FIAT - fiat currencies offered by <https://app.tecra.space>, which allow purchases using bank transfer or credit card.

Collection - the process of exchanging cryptocurrencies or FIAT currencies for Tokens of a given Project, organized and carried out for a specific period of time, based on the rules described in the Regulations.

Soft cap - minimum required amount to execute the project.

Hard cap - the maximum amount raised during the fundraising, including the minimum required amount to execute the project (soft cap).

§2 Objective and subject matter

2. The following document defines the conditions under which the Tokenbuyer will commit his funds to the Project Never Ending Dungeon.
3. In particular, the Terms and Conditions set out the rules for the transfer of cryptocurrencies or FIAT currency that the Tokenbuyer has chosen to donate to the Collection, the number of Tokens received as confirmation of commitment to the Project and the transfer of cryptocurrencies or FIAT currency, and the benefits that the Tokenbuyers may achieve in return for the funds contributed.

§3 Obligations of the Parties

4. Startup declares and warrants that:
 - a. it does not conduct investment activities;
 - b. the scope of activity of Startup is compliant with the laws in force, including Polish law;
 - c. if the activity of Startup is a regulated activity, Startup has all the permits, concessions and licenses required to conduct such activity;
 - d. the Project complies with the law.
5. The Tokenbuyer declares and warrants that:
 - a. he is familiar with the information about the Project available on the Platform, as well as with the information and materials provided by Startup;
 - b. is aware that the involvement in the Project carries the risk of non-return of funds;
 - c. is aware that Startup does not guarantee the successful completion of the Collection, including obtaining the assumed amounts;

- d. is aware of the stage the Project is at, i.e. planning or implementation stage;
- e. is aware that Startup does not guarantee that it will be able to carry out the Project, including carrying out the Project according to the assumptions presented in the information and materials;
- f. is aware that Startup does not guarantee that it will have the funds to repurchase Tokens from the exchange;
- g. puts its funds into the Project accepting the risks involved;
- h. Tecra only provides the Software and does not accept any legal, financial responsibility under these Terms and Conditions.

§4 Rules of Engagement for the Project

1. As part of the Collection, Startup plans to raise 480 000 USDT as a soft cap goal and additionally 6 811 666 USDT as a hard cap goal, in total 7 291 666 USDT in cryptocurrencies or FIAT currencies in return Tokenbuyer will receive Startup tokens legitimizing the provisions of the above Terms and Conditions.
2. The total pool of Tokens allocated to the Project is 75 000 000. Startup intends to allocate 75 000 000 Tokens for Tokenbuyers.
3. The collection takes place in the period from 21th August 2023 to 15th February 2024.
4. The startup reserves the right to extend or shorten the collection period.
5. After the end of the Collection, Tokens that have not been transferred to Tokenbuyers will be allocated for Burning.
6. The Tokenbuyer will receive 1 Token in exchange for every 0.1 USDT donated in the Collection.

§5 Rules of Token granting

1. The Token is a confirmation of the Tokenbuyer's donation of cryptocurrency or FIAT currency as part of the Collection conducted for the Project.
2. For the confirmation of each \$0.1 (10/100 of dollar) donated in cryptocurrencies or FIAT currencies, the Tokenbuyer will receive one NED (NED) token assigned to the Project.
3. The Startup will transfer the Tokens immediately from the date of acceptance of the Terms and Conditions on the Tokenbuyer's wallet.

§6 Startup Obligations

1. The Startup is obliged to carry out the process of buyback Tokens within its financial resources from the CEX BigBang or Tecra DEX exchange or other CEX/DEX cryptocurrency exchange.
2. The repurchase of tokens will take place on <https://bigbang.market> and/or on the Tecra DEX or other CEX/DEX cryptocurrency exchange. It will begin no later than in Q4 2024 and will continue until the end of Q4 2032.
3. For the purpose of buying Tokens, Startup will allocate up to 40.11% of the net revenue generated in the previous quarter. The repurchase will be carried out in quarter periods.

4. The final repurchase percentage is proportionally dependent on the amount collected, where reaching the fundraising hard cap signifies allocating 40.11% of revenues for the next 8 years towards the deflationary policy of the NED token.
5. The net revenue referred to above will be denominated in USDT. The exchange of USDT into Token.
6. The Tokens obtained by the Startup through the Repurchase process will be Burned.
7. Token utility: Token buyers supporting the project receive NED tokens as a gesture of appreciation. These tokens are acquired for the purpose of accessing the startup's services and obtaining subscriptions with a 30% discount. The subscription purchase will take place on a dedicated marketplace, where token buyers can exchange their NED tokens for subscriptions.
8. Apart from providing access to exchanging NED tokens for discounted subscriptions, NED tokens do not grant any rights to vote, control, or supervision over the company. They do not include rights to profit, advances, participation in dividends, pre-emption rights, priority rights, privileges, rights to capital withdrawal, rights to assets upon company liquidation, or rights to company management.

§7 Validity of the agreement

1. By accepting the content of the Regulations, the Tokenbuyer accepts its provisions and enters into a valid agreement with Startup, the content of which is set out in these Terms and Conditions.
2. The Agreement is concluded through the Platform.
3. The agreement is concluded for a limited time, until the end of Token Collection.

§8 Termination of Agreement

1. Once the Tokens have been received, the Tokenbuyer who is a consumer does not have the right to withdraw from the agreement.
2. The agreement shall be terminated in the event that the Purchase is interrupted before completion, in accordance with the provisions of the Platform Regulations.
3. The agreement is terminated if the Collection is completed without the Startup reaching its target amount.
4. In the event of termination of the agreement for reasons not attributable to the Tokenbuyer, the funds contributed by the Tokenbuyer shall be returned. The refund will be made according to rules and regulations of Tecra Space platform: <https://tecra.space/terms-of-use>.

§9 Force Majeure

1. Neither Party shall be considered guilty of a breach of its obligations under the agreement if it is a direct consequence of circumstances arising from Force Majeure, i.e. an event external to the Parties which cannot be prevented or foreseen even with due diligence.
2. In the event of Force Majeure, the affected Party is obliged to immediately inform the other Parties of its occurrence in writing, specifying the possible consequences related thereto, under pain of losing the right to invoke Force Majeure.

§10 Applicable law

1. The agreement is governed by the law of the Czech Republic.
2. In matters not regulated, the provisions of civil law shall apply.

§11 Final provisions

1. The agreement comes into force as of the date of acceptance of the Terms and Conditions by the Tokenbuyer.
2. In the event that any of the provisions of the agreement proves invalid or ceases to be valid as a result of a decision issued by a competent authority or as a result of revocation/cancellation/cancellation of the validity of a legal act, the remaining provisions of the agreement shall remain in force.
3. For the avoidance of doubt, the Parties agree that in place of the invalid, otherwise legally defective or unenforceable provisions, the Parties shall negotiate in good faith, to the extent possible, alternative provisions that are effective and enforceable and reflect the original intentions of the Parties.
4. The Parties shall use their best endeavors to resolve any potential disputes amicably.
5. If the Parties fail to resolve the dispute amicably, the dispute will be resolved by the Czech Republic common court, according to the jurisdiction.
6. The Parties hereby declare that they will use their best endeavors and goodwill to resolve any dispute amicably, without recourse to the courts.
7. The parties jointly declare that they have familiarized themselves with the content of the agreement and have no doubts or reservations concerning its content.