

Terms and Conditions of Purchase of NFTs

1. Scope and General

- These Terms and Conditions of Purchase apply to the sale of cryptographic tokens that are non-exchangeable and replicable ("NFTs") by

Pro Senectute beider Basel, Luftgässlein 3, 4051 Basel ("seller")

to its contractual partners ("buyer") via the website bb.prosenectute.ch/nft ("platform"). The Seller is the owner of the platform and operates it.

- An NFT is an indisputable proof of authenticity and ownership of an individual cryptographic token in the Blockchain. For the purposes of these Terms and Conditions of Purchase, NFTs are considered Utility Tokens and not securities under the Federal Intermediated Securities Act (FISA). The seller does not provide investment advice or other financial services.
- The NFTs are created using the Polygon Blockchain.
- The seller does not accept any deviating terms and conditions of the buyer. This also applies if the seller does not expressly object to the inclusion.

2. Selling Restrictions

- The following persons and entities are excluded from purchasing NFT:
Persons and companies domiciled or having their registered office or permanent residence in countries in which the offering of cryptographic tokens is not permitted or which are included on the Financial Action Task Force's (FATF) current list of high-risk and other supervised countries.

3. Object of Purchase

- The NFTs offered by the seller are each described in more detail on the Platform. Each NFT usually contains a graphical representation of the NFT.

4. Conclusion of the Purchase Contract

- When the payment is triggered, the NFTs are only reserved. If at this point the maximum volume (4444 pieces) has already been reached due to high demand, the amount will be refunded.
- The return of already sent Paper Wallets/NFTs is excluded.

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5. Liability

- No liability is accepted for lost or damaged paper wallets or incorrect handling, as well as for any technical difficulties which may affect the use and value of the NFTs.

6. Data Protection

- By purchasing a product or service from Senectute beider Basel, you are registered as a customer and agree that Pro Senectute beider Basel may store all data during the official retention period and use it for marketing purposes.
- The authorisation for Pro Senectute beider Basel to use your data for marketing purposes can be revoked in writing at any time by sending an e-mail to info@bb.prosenectute.ch. Further information can be found in the data protection regulations.

7. Further provisions

- Legal recourse is excluded.
- The place of jurisdiction is exclusively Switzerland and Swiss law applies.
- The contractual language is German and English. The German version of the terms and conditions of purchase shall be authoritative for interpretation. Should any provision of these Terms and Conditions of Purchase be or become invalid, unenforceable or unenforceable in whole or in part, the validity, and enforceability of the remaining provisions of these Terms and Conditions of Purchase shall not be affected thereby. The invalid, illegal, unenforceable and/or unenforceable provision shall be deemed to be replaced by such valid, legal and enforceable provision as corresponds as far as possible to the spirit and economic purpose of these Conditions of Purchase and to the original intention of the parties.

Basel, September 2022