

Terms and Conditions for Minting Del Mundos NFTs

20.01.2026

GENERAL NOTICE TO MINTERS

This minting process for Del Mundos Non-Fungible Tokens ("NFTs") is conducted under the laws of the United Kingdom. The NFTs are provided solely for entertainment purposes and are not intended to have any intrinsic value or to be used as a financial instrument. No regulator has authorised or approved this minting process or dealing in the NFTs. Participating in this minting will expose you to risk, including the risk of losing all value in the NFTs. If you have not minted NFTs before, you should consider seeking appropriate professional advice before proceeding.

You may only participate in this minting if you are legally permitted at all times to do so and to deal in the NFTs in your and any other relevant jurisdiction, and at all times there is no other legal reason to prevent you from participating in this minting and/or dealing in NFTs. The Climeta Group has not made and does not make any representation that you will be able to generate a return on your minting of NFTs, and you should not expect a return or a refund from the Climeta Group in relation to your participation in this minting and/or your acquisition of NFTs.

PLEASE READ THESE TERMS AND CONDITIONS ("T&Cs") CAREFULLY AND KEEP A COPY AS THESE T&Cs AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE INCLUDE WAIVERS AND LIMITATIONS OF RIGHTS AND LIABILITY IN CONNECTION WITH PARTICIPATING IN THIS MINTING AND DEALING IN NFTs. THE INFORMATION CONTAINED ON THE WEBSITE OR ANY PROMOTIONAL MATERIALS IS DESCRIPTIVE ONLY, IS NOT BINDING AND DOES NOT FORM PART OF THESE T&Cs.

If you do not agree with the terms of these T&Cs, you must not participate in this minting, nor may you deal in NFTs. By minting NFTs, you acknowledge that you have read carefully and accept the terms of these T&Cs.

You should mint NFTs only if you can afford to lose all of their value.

BACKGROUND

You are a participant in this minting with a view to becoming a holder of Del Mundos NFTs ("you", "your"). These T&Cs are a legally binding agreement which governs the basis on which you can mint Del Mundos NFTs ("NFTs") to be provided by the Climeta Group. You and the Climeta Group are each a "Party" and together the "Parties" to these T&Cs. If you have any questions about these T&Cs, please contact us via Discord.

YOU AND WE AGREE AS FOLLOWS:

1. INTERPRETATION

1.1. In these T&Cs the following words and expressions have the following meanings unless inconsistent with the context:

"Applicable Law(s)" means all laws, statutes, regulatory rules and regulations that apply to a Party in connection with these T&Cs from time to time;

"Business Day(s)" means any day other than Saturday or Sunday or a public or bank holiday in the United Kingdom;

"Climeta Group" means (i) the Company and the Company's affiliates, (ii) any subsidiary or any holding company from time to time of the Company and its affiliates, and (iii) any subsidiary from time to time of a holding company of the Company and its affiliates;

"Company Parties" means (i) the Climeta Group, and (ii) all past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns of any person within the Climeta Group;

"Confidential Information" means all non-public information in respect of the business, affairs or activities of the Company Parties including the terms of these T&Cs;

"Website" means www.delmundis.xyz and any page paths beginning delmundos.xyz;

"NFTs" means the Del Mundos NFTs to be provided to you, as further described on the Website;

"Virus" means any viruses, bugs, vulnerabilities, glitches, weaknesses, spyware, malware, adware or other harmful or deleterious programs, material, code and/or software; and

"Platform" means the platform / blockchain infrastructure / software / hardware which may be developed by Climeta Group independently or in partnership with any other third party provider, or any other third party provider, in relation to which the NFTs can be used.

1.2. In these T&Cs, unless the context otherwise requires: references to these T&Cs shall include the Recitals and any schedules to it and references to Clauses are to Clauses of these T&Cs; the singular includes the plural and vice versa; "person" denotes any person, partnership, corporation or other association of whatever nature; and any references to any directive, statute, statutory instrument, laws or regulations shall be references to such directive, statute, statutory instrument, laws or regulations as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution thereof as from time to time in force and any reference to a regulator or public authority and rules made by it shall include its successor and rules made by the successor which replace those rules.

1.3. Headings are for convenience only and have no bearing on the interpretation of these T&Cs.

1.4. Any phrase introduced by the term "include", "includes", "including", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

1.5. References to "dealing in" or "deal in" are references to any participation in NFTs including buying, acquiring, accepting, holding, selling, staking, disposing of and/or otherwise making use of NFTs.

2. LICENSE GRANT

2.1. Subject to your compliance with these T&Cs, the Company grants you a limited, worldwide, non-exclusive, non-transferable, royalty-free license to use, display, and reproduce the artwork and metadata associated with the NFTs you mint solely for personal, non-commercial purposes (e.g., personal display on supported platforms or wallets). This license does not include commercial exploitation, modification, or creation of derivative works without our prior written consent. All other rights in the NFTs and underlying materials are reserved by the Company and its licensors.

2.2. Ownership of an NFT is mediated entirely by the relevant smart contract and blockchain network. We do not recognize off-chain transfers.

3. NFT FEATURES

3.1. Subject to the risks set out in Clause 6.3.4 below, we will use reasonable endeavours to ensure that you will be issued with NFTs having the rights and features described on the Website. We do not accept any obligation to ensure that the NFTs have any other right or interest. The entity which provides you with NFTs may be a different entity than the Company.

3.2. As a pre-condition of receiving NFTs, you accept that you may have to supply us with such further information, documentation or copy documentation that we may require for this purpose, and if you fail to provide us with this documentation you may not be able to receive NFTs. This includes providing us with whatever information we may request for the purposes of satisfying our own regulatory and compliance obligations, such as, but not limited to, money laundering checks, identity verification checks, prevention of terrorist financing checks and KYC checks. You accept that your right to NFTs may be restricted by us in order to comply with Applicable Law and if the conditions for participating in the minting as set out in Clause 5 are not satisfied as at the date the NFTs are issued, then we shall have no obligation to send you any NFTs nor to refund you any amounts paid in connection with this minting. We do not accept any liability as a result of any action or inaction we take in accordance with its rights under this Clause 3.2. All minting transactions are irreversible and final; no refunds or cancellations will be provided under any circumstances.

4. THE LEGAL NATURE OF THE NFTS AND THESE T&Cs

4.1. No step has been taken to authorise the distribution of these T&Cs or the NFTs in any jurisdiction. Neither these T&Cs nor the NFTs, nor any information or publicity in relation to these, may be provided to any person in any jurisdiction or territory where this activity would require a registration, approval or any other similar obligation which we do not have to be completed.

4.2. By accepting or dealing in NFTs, you confirm that you are able to participate in this minting and deal in the NFTs under Applicable Law. It is your responsibility to take advice from local legal, tax and other advisers to ensure that your participation in this minting and dealing in NFTs does not constitute a breach of Applicable Law as applicable to you. If you have any doubt about this, you confirm that you have obtained appropriate legal advice to confirm that it is the case.

4.3. The Company represents that:

4.3.1. it is duly established and validly existing under the laws of its domicile.

4.3.2. it has the appropriate authority and full power to enter into these T&Cs and to perform its obligations as contemplated by these T&Cs.

5. CONDITIONS FOR PARTICIPATING IN THE MINTING

5.1. Notwithstanding anything else in this Clause 5, we reserve the right not to accept your participation in this minting as well as not to allocate NFTs to you if to do so may involve us or you in a breach of Applicable Law.

5.2. You may not participate in this minting if you are a citizen or resident of, or a legal entity in:

5.2.1. any country that prohibits dealing in NFTs;

5.2.2. any country that deems NFTs a security, or otherwise which prohibits any of the activities performed pursuant to these T&Cs or the NFTs (whether due to the lack of a relevant licence or otherwise);

5.2.3. any country or territory which appears on the sanctions lists of the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC"), United Nations Security Council ("UNSC"), His Majesty's Treasury ("HMT") or any other relevant sanctions list (including but not limited to Russia, North Korea, Iran, Syria, Cuba, Venezuela, and Crimea).

5.3. Both in participating in this minting and in holding or otherwise dealing in NFTs, you acknowledge and accept that:

5.3.1. other than as set forth in these T&Cs, you are not relying upon any other representation or warranty by the Company Parties or any other person, written or otherwise, in determining whether to participate in this minting or otherwise deal in NFTs;

5.3.2. to the extent relevant, any funds used to mint the NFTs in no way come from illegal or unethical sources;

5.3.3. these T&Cs and the NFTs are subject to the risks associated with this activity, including those set out in Clause 6.3.4 below, and you expressly acknowledge and assume these risks, and the Company Parties are not liable should they materialise;

5.3.4. the NFTs and the underlying artwork may have no market value, which could decrease to zero due to volatility, negative publicity, or other factors; transactions are irreversible and may result in total loss;

5.3.5. the Climeta Group has not made and does not make any representations that you will be able to generate a return on your minting of NFTs, and except as explicitly stated in these T&Cs you should not expect a return or a refund from the Climeta Group in relation to your minting of NFTs;

5.3.6. whilst the Climeta Group will use reasonable endeavours to ensure that the NFTs match their description as set out on the Website, the NFTs are subject to change, modification, amendment, alteration or supplement at any time (at the Climeta Group's sole discretion, so long as the Climeta Group acts in good faith);

5.3.7. whichever entity within the Climeta Group takes responsibility for issuing the NFTs, that entity will only do so once the relevant licenses are in place (if required);

5.3.8. in order to comply with Applicable Law, there may be further checks carried out on you as a condition of the NFTs being issued to you, and in agreeing to these T&Cs you accept that your receipt of NFTs is subject to this condition;

5.3.9. you understand that these T&Cs and the NFTs are not being sold as securities, e-money or stablecoin;

5.3.10. this document does not constitute a prospectus, offering memorandum or private placement memorandum of any sort, and does not pertain in any way to be an initial public offering, other share/equity offering or any other kind of regulated offering; and

5.3.11. these T&Cs may not be transferred by you to another person and may not be traded on any exchange.

5.4. By agreeing to these T&Cs and/or dealing in NFTs, you covenant, represent and warrant that:

5.4.1. you accept these T&Cs and the NFTs provided under them solely in your own capacity and may not act on behalf of any other natural or legal person, including but not limited to acting as agent or trustee for or on behalf that other person;

5.4.2. you are eligible under Applicable Law to agree to these T&Cs and deal in NFTs, including:

5.4.2.1. if you are an individual, you are at least 18 years old and meeting any age, residency, legal capacity, competency and all other relevant requirements; or

5.4.2.2. if you are a body corporate, being duly organised and validly existing under the laws of your jurisdiction, and having full power, authority and right to bind yourself to these T&Cs and to receive the NFTs, including as regards performing all actions and obligations under these T&Cs, which therefore constitute valid and legally binding obligations.

5.4.3. you are legally permitted to enter these T&Cs and to deal in NFTs in your and any other relevant jurisdiction and shall not deal in NFTs in any way prohibited under Applicable Law and your funds used to participate in this minting have in no way come from illegal or unethical sources;

5.4.4. you have to your full satisfaction been furnished with any materials that you have requested relating to these T&Cs, the NFTs and the Platform, have been afforded the opportunity to ask questions of representatives of the Company concerning the terms and conditions of these T&Cs and the NFTs, and have reached your independent view regarding whether participating in this minting and dealing in the NFTs is right for you;

5.4.5. you have the necessary and relevant experience, knowledge and understanding regarding dealing in NFTs generally and the Del Mundos NFTs specifically, as well as NFT storage mechanisms (such as wallets), including but not limited to sufficient understanding of their risks, functionality, usage, storage, transmission mechanisms and the intricacies associated with them, to be able to competently enter into these T&Cs and to deal in the NFTs;

5.4.6. you accept that we have no obligation to confer any rights or functionality in relation to the NFTs other than as clearly and explicitly set out on the Website and in Clause 2;

5.4.7. you accept that the Climeta Group reserves the right to create new classes of NFTs and digital assets under separate brands and with features outside of the scope of these T&Cs. Nothing in these T&Cs shall entitle you to have any rights (of whatever nature) in relation to such NFTs / digital assets;

5.4.8. you accept that NFTs are created and you obtain NFTs on an "as is" and "under development" basis. Therefore, provided we act in good faith in accordance with these T&Cs, you accept that the Climeta Group is providing NFTs without being able to provide

any warranties in relation to them, including, but not limited to, title, merchantability or fitness for a particular purpose;

5.4.9. in order to use your NFTs in relation to the Platform you will need to agree to the additional terms and conditions which apply to users of the Platform, the exact terms of which are subject to development and may change. You accept the risk that if you are unable, for whatever reason, to accept the terms of the Platform, then the NFTs may be valueless to you;

5.4.10. you have not received any advice from us regarding whether you should participate in this minting or deal in NFTs, and you are solely responsible for any evaluations, decisions and actions you make concerning these T&Cs and NFTs;

5.4.11. you will not provide any lien, charge or other security interest in relation to these T&Cs or the NFTs where this could interfere with the terms of these T&Cs;

5.4.12. (where applicable) you understand, agree and accept that whilst the Climeta Group will make reasonable efforts to deploy and complete the Platform, it is possible that such deployment may fail and your NFTs become useless and/or valueless due to technical, commercial, regulatory or any other reasons;

5.4.13. you will supply the Climeta Group with all information, documentation or copy documentation that the Climeta Group requires in order to allow the Climeta Group to allocate these T&Cs and NFTs to you, and you will notify us promptly of any change to the information supplied by you to the Climeta Group;

5.4.14. all information you will and have supplied to the Climeta Group is accurate and not misleading, and you will provide the Climeta Group with any additional information which the Climeta Group may reasonably require in order that the Climeta Group can fulfil its legal, regulatory and contractual obligations, including but not limited to any anti-money laundering obligations;

5.4.15. you will notify us promptly of any change to the information supplied by you to the Climeta Group;

5.4.16. you accept responsibility for ensuring you have a wallet which supports the relevant blockchain (e.g., Ethereum chains such as Base chain from Coinbase) (as well as such other technology requirements as we may notify you of) for the purpose of dealing in the NFTs. You understand and accept that if you do not have wallet(s) which support NFTs, this may prevent you getting access to and using your NFTs, and you accept that the Climeta Group is not responsible or liable for any losses as a result or consequence;

5.4.17. you accept responsibility to ensure the proper safekeeping of your NFTs and for ensuring the security of the wallet you use to hold NFTs, including any requisite private key(s) or other credentials necessary to access such a wallet. If your private key(s) or

other access credentials are lost, you may lose access to your NFTs, and you accept that the Company Parties are not responsible or liable for any such losses;

5.4.18. you are responsible for complying with restrictions set out in these T&Cs and as otherwise applicable to the NFTs;

5.4.19. you are not participating in this minting or acquiring NFTs for any use, intended use or purpose that may be in breach of Applicable Law, and your funds used to participate in this minting and acquire NFTs in no way come from illegal or unethical sources;

5.4.20. you waive any right you may have to participate in a class action lawsuit or a class wide arbitration against any Company Parties in relation to and/or in connection with these T&Cs and the NFTs;

5.4.21. to the extent permitted by Applicable Law and provided we act in good faith, the Company Parties make no warranty whatsoever, either express or implied, regarding the future success of the NFTs, the Platform or the Climeta Group;

5.4.22. you will not republish, redistribute or re-transmit any intellectual property provided in relation to the Climeta Group, the Platform or the NFTs, or otherwise copy or store such intellectual property, other than for your use of the NFTs as permitted by the Climeta Group and as may occur incidentally in the normal course of such use;

5.4.23. you will not use the Platform or NFTs to: (a) engage in price manipulation, fraud, or spam; (b) violate any Applicable Law; (c) infringe third-party rights; or (d) introduce any Virus or interfere with the Platform's operation; and

5.4.24. you accept that you bear sole responsibility for determining if your participation in this minting and your dealing in NFTs has tax implications and for complying with any obligations you have in relation to tax. Tax treatment depends on your individual circumstances and may be subject to change in the future. Please note that taxes and costs may exist that are not paid via us or are not imposed by us.

6. UNFORESEEN CHANGES AND FORWARD-LOOKING STATEMENTS

6.1. These T&Cs contain certain forward-looking statements. These are based on current intentions and made to the best of our present knowledge. Such forward-looking statements are subject to risks, uncertainties and other factors which could result in actual developments differing materially from, and being worse than, those expected or assumed or described in these forward-looking statements. Nothing contained in these T&Cs should be relied on as a promise or representation as to future performance of the Climeta Group, Platform or the NFTs. We may unilaterally update these T&Cs at our discretion, with notice via the Website; continued use constitutes acceptance.

6.2. These T&Cs are based on information, including third-party information, that we believe to be reliable. However, we do not imply that third-party information is correct by offering this minting or providing any NFTs to you. We have not independently verified such third-party information and we assume no responsibility for its accuracy or completeness. The same is true in relation to the Website, which in any event is not binding on us.

6.3. Any person interested in participating in this minting must consider the risks in Clause 5.3.3. In light of these risks and uncertainties and assumptions, future events as described and/or assumed by us may not occur. In addition, the Company Parties do not assume any obligation to update any forward-looking statements or to confirm any forward-looking statements to actual events or developments.

7. OUR LIABILITY

7.1. No term of these T&Cs shall limit or exclude our liability for fraud, fraudulent misrepresentation, death or personal injury, or any other liability to the extent that it may not be limited or excluded by Applicable Law.

7.2. These T&Cs are an agreement between you and the Company, and any rights you may have to claim under these T&Cs and/or in relation to NFTs are restricted to the Company. You may not claim against any other Company Parties or any other person, and they shall not have any liability for any loss to you howsoever caused.

7.3. You agree to indemnify, defend, and hold harmless the Company Parties from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the NFTs or Platform; (b) your breach of these T&Cs; (c) your violation of Applicable Law; or (d) infringement of third-party rights by you.

7.4. We are not liable for any loss (of whatever nature and regardless of whether that loss is foreseeable and/or consequential) as a result of:

7.4.1. anything you accept under Clause 5;

7.4.2. one or more of the risks set out at Clause 5.3.3 materialising;

7.4.3. your breach of the terms of these T&Cs;

7.4.4. exercising any of our rights under these T&Cs;

7.4.5. you sending payments for NFTs to the wrong person; and/or

7.4.6. events outside our reasonable control.

8. MISCELLANEOUS

8.1. These T&Cs constitute the entire agreement between the Parties relating to the subject matter herein and supersede all prior agreements, understandings, and representations.

8.2. If any provision of these T&Cs is found to be unenforceable, the remaining provisions shall remain in full force and effect.

8.3. These T&Cs are governed by the laws of England and Wales. Any disputes arising out of or in connection with these T&Cs shall be subject to the exclusive jurisdiction of the courts of England and Wales.

8.4. You agree to keep all Confidential Information confidential and not to disclose it to any third party without our prior written consent.

COMPANY INFORMATION

Climeta Ltd (registered number: 13886244), whose address is 101 New Cavendish St, London W1W 6XH, is a limited liability company incorporated under the laws of England & Wales (the "Company", "we", "us" or "our").

By proceeding with the minting of Del Mundos NFTs, you confirm that you have read, understood, and agree to be bound by these T&Cs in their entirety.