

General Terms

Last Updated: Jan 10 2025

Klangkarussell

"Artist"

General Information and Scope

These General Terms and Conditions ("GTC") govern the sale (primary offer) of the following token ("SFT") between the Artist and the registered user ("Purchaser") on the platform ("Talentir Platform"; www.talentir.com):

Klangkarussell - I Feel Fine (Official Video)

<https://talentir.com/asset/0x3D40D4cF9649CFb50C3B2CB24Bb04BFbe7521ABd/mhAC6O4AqAM>

Token-Standard: ERC-1155

Number of SFTs: 1 000 000

The SFT are ledger-based value rights according to Article 973d et. seqq. Swiss Code of Obligations ("CO"). Accordingly, the SFTs may only be transferred in accordance with the terms of the registration agreement. The corresponding registration agreement pursuant to Article 973f para. 1 CO can be found at the following link:

A person with the private keys to at least one SFT is called ("SFT Holder"). The SFT grants the SFT Holder the rights associated with the SFT, namely:

- Non-exclusive right to metaverse the YouTube content associated with the SFT for personal use;
- Non-exclusive right to download the thumbnail of the YouTube Content; and
- Exclusive access to a communication tool accessible on the Talentir Platform (called "Secret Message"), which provides access to a direct communication channel with the Artist.

Artists may also grant (without any obligation) additional rights to SFT Holders, such as access to events or exclusive discounts on merchandise.

Purchase of SFT

The purchase of the SFT is initiated by the Purchaser on the Talentir Platform. In order to be able to initiate an y purchase, the Purchaser needs at least an amount equal to the purchase price of the SFT in Arbitrum ETH. As soon as the purchase price has been transferred to the Artist, the purchased SFT will be transferred to the Purchaser according to the registration agreement.

Award according to Austrian Law

The Artist and Talentir GmbH, FN 569487 g (Commercial Court Vienna), Parkring 20/1, 1010 Vienna, Austria ("Talentir AT") have entered into an agreement under Austrian law according to which Talentir AT is obliged to offer a reward (Auslobung) according to Section 860 et seqq Austrian Civil Code with the following content:

- Anyone who can present a SFT will have the possibility to conclude a contract for participating proportionally in the YouTube Revenue Stream of the particular YouTube Content (“Content Revenue”);
- once a SFT was presented to get the Content Revenue, it cannot be used by another person to redeem the Content Revenue;
- each SFT entitles the SFT Holder to a Content Revenue entitlement calculated as follows: (Content Revenue -10%) : total number of SFT (“Entitlement”);
- the Entitlement will be distributed according to the GTC governing the primary offering of the SFT by the Artist.

Claiming of the Entitlement

To claim the Entitlement the SFT Holder has to present the SFT to Talentir AT as the first person within the function “Claim Royalties” on the Talentir Platform. If the SFT Holder has presented the SFT to Talentir AT and successfully claimed the Entitlement, it is not possible any more to claim the revenue for another person. The claiming of the Entitlement is just possible under the precondition that the SFT Holder successfully passes the customer verification procedure on the Talentir Platform.

Risk Disclosure

There are significant risks associated with cryptocurrencies. By purchasing SFTs, the Purchaser acknowledges and accepts these risks. THE PURCHASER SHALL BEAR ALL RISKS ASSOCIATED WITH THE TRANSACTION OF THE SFT, including the foreign currency risk (depending on the reference currency or cryptocurrency with which cryptocurrencies can be acquired), the risk of a change in legal and regulatory framework and all other risks. THE PURCHASER SHALL BE LIABLE FOR ALL ECONOMIC AND LEGAL CONSEQUENCES arising from i) any action by any governmental, regulatory, or self-regulatory body or ii) the exercise of any consensus or similar mechanism with respect to cryptocurrencies, including any prohibitions or restrictions on payments or transfers, limitations, suspension or exclusion of convertibility or changes in functionality, the consequences of which may affect your assets.

Treatment of Hard Forks and Similar Events

Depending on the validation mechanism of a decentralised registry on which cryptocurrencies are issued, a split of the decentralised registry into two or more incompatible versions may occur (a so-called “hard fork”). From a legal and practical perspective, the treatment of hard forks and similar events (including air drops and other digital asset allocation events) is uncertain. In particular, hard forks may result in the Digital Assets being duplicated, i.e., one version of the Digital Asset remaining on a particular version of decentralised registry while the other version is traded on a different version of the same decentralised registry blockchain. In this case, the Artist (as issuer of the SFT) may be expected to determine which version of the Distributed Registry is supported. The Artist may not be able (and in any case is not obliged) to support both versions of a Distributed Registry. Depending on the decision of the SFT Holder, the SFT Holder may not be able to request the version of the Digital Assets that is not supported by the Artist. This could result in the partial or total loss of value of the SFT. The Artist will use its best endeavours to take such precautions in relation to a Hard Fork or similar event as the Artist considers appropriate and commercially reasonable to ensure that the SFT Holder does not suffer any adverse consequences as a result. Notwithstanding the foregoing, you shall have no claim against the Artist in connection with any Hard Fork or similar event.

No Advice

The Purchaser is aware that the Artist has no or only partial knowledge of the Purchaser's personal situation and in particular of the Purchaser's financial position. The fact that the Artist sells the SFT does not mean that it recommends the SFT taking into account the personal situation of the Purchaser or that it considers the SFT to be reasonable or suitable for the Purchaser. The Artist does not assess the appropriateness and/or suitability of the transaction initiated by the Purchaser. The Artist does not provide investment, legal or tax advice and does not claim that the Service is suitable for the Purchaser. Investment decisions are based solely on the personal assessment of the Purchaser's financial situation and investment objectives and on the Purchaser's personal interpretation of the available information. The Purchaser assumes sole responsibility for these decisions. The Purchaser must take into account his personal (in particular financial and tax) situation, risk tolerance, investment objectives and other relevant circumstances in order to determine whether the purchase of SFTs is suitable. The Purchaser should only invest in cryptocurrencies that they can bear the loss of without having to change their standard of living. The Purchaser understands that he/she may not execute transactions if regular or safe returns are sought.

Limitations and Restrictions

If you are subject to foreign regulations that prohibit or restrict the purchase of cryptocurrencies because of your residence or for any other reason, you are prohibited from purchasing. The Purchaser does not supervise the laws and regulations of the country of residence and/or the country from which the Purchaser acquires the SFT. It is the Purchaser's responsibility to check and comply with these laws and regulations prior to purchase and to inform the Purchaser thereof.

Warranty

The statutory warranty rights apply to consumers. If the Purchaser is an entrepreneur warranty claims of the Purchaser are excluded to the extent legally permissible.

Liability for Consumers

If the Purchaser is a consumer, the following applies: TALENTIR shall be liable, in principle, only for damages caused intentionally or through gross negligence by TALENTIR or one of its vicarious agents (Erfüllungsgehilfen). In the case of damages caused through slightly negligence and unlawfully, the Artist shall be liable only:

- for damages resulting from the violation of life, body, or health;
- for damages to items taken over for processing, unless something different has been negotiated individually with the Purchaser regarding damages to items taken over for processing;
- for damages due to the absence of a guaranteed feature;
- for damages resulting from the violation of an essential contractual obligation (Kardinalpflicht), i.e., one that enables the proper performance of the contract and on which the user regularly relies and is entitled to rely (the essential contractual obligation in this case is the purchase of the SFT according to the GTC); and
- for atypical damages, i.e., damages that the Artist and the Purchaser could not have foreseen at the time of contract conclusion because the damage arose from an unforeseeable source of danger.

Furthermore, the Artist's liability towards the Purchaser is not limited by any provision of the GTC if the Purchaser is a consumer.

Liability for Entrepreneurs

The Artist's liability shall be limited to damage or loss caused intentionally or due to blatantly gross negligence (krasse grobe Fahrlässigkeit), or in the case of personal injury.

The Artist shall not be liable for any damages or losses suffered by a Purchaser in connection with the use of the Talentir Platform, which is governed by the platform terms of use.

Limitation of liability for third parties: The Artist expressly disclaim any liability for any damage or loss suffered by a Purchaser resulting from the use of or reliance on websites, products, or services not provided by the Artist. Similarly, the Artist is not liable for the content, availability, or performance of such third-party provided products or services. The Purchaser acknowledges and accepts that these products or services are used and accessed at their own risk. The Artist is not obligated to verify the trustworthiness and reliability of any third parties for the Purchaser. The Artist is not obligated to provide any advice or support to the Purchaser in any form regarding interactions with third parties.

Miscellaneous

The Purchaser is responsible for the declaration and taxation of the Entitlement in conformance with applicable laws. The Artist is under no such obligation.

The GTC and any business relationship hereunder shall be governed by and construed in accordance with the laws of the Republic of Austria. If the Purchaser is a consumer this only applies insofar as the law of their country of residence does not grant them a more favorable legal position vis-à-vis the Artist in the individual case.

The GTC represent the entire agreement between the Parties.

The Artist may change these GTC at any time. Such changes will become applicable to every purchase of SFT after its publication on the Talentir Platform. The platform users are therefore advised to check the GTC before every purchase of SFT.

Should any provision of these GTC be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby.

If the Purchaser is an entrepreneur any and all contractual and non-contractual disputes, divergences or claims arising out of these GTC shall be exclusively dealt with the court having pertinent competence for 1010 Vienna.