

General Terms and Conditions of DGRX Sales GmbH

§ 1 Basic provisions

(1) The following General Terms and Conditions apply to all contracts that you as a customer (hereinafter referred to as you; you; or the Customer) conclude with DGRX Sales GmbH, vdd Managing Director Alexander Braun, Torkelweg 20b, 6841 Mäder, Austria, E-mail: info@desertgreener.io (hereinafter: we; us; or provider) about the purchase of our e-money token "DGRX Token" (hereinafter: Goods) through our website desertgreener.sale. Deviating terms and conditions of the Customer will not be accepted. This also applies if we do not expressly object to their inclusion.

(2) A consumer within the meaning of the following provisions is any natural person who concludes a legal transaction for purposes which can predominantly be attributed neither to their commercial nor to their independent professional activity. An entrepreneur is any natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their independent professional or commercial activity.

§ 2 Conclusion of the contract

(1) The subject of the contract is the sale of e-money tokens. The contract language is German.

(2) The presentation and promotion of articles on our website do not constitute a binding offer to conclude a purchase contract.

(3) The contract is concluded via the online shopping cart system as follows: The goods intended for purchase are placed in the "shopping cart". You can access the "shopping cart" and make changes there at any time using the corresponding button in the navigation bar. After calling up the "Checkout" page and entering your personal data as well as the payment and shipping conditions, the order data will finally be displayed as an order overview. If you use an instant payment system (e.g. PayPal/PayPal Express, Amazon Payments, Sofortüberweisung) as your payment method, you will either be directed to the order overview page on our website or redirected to the website of the provider of the instant payment system. If you are redirected to the respective instant payment system, you make the appropriate selections or enter your data there. Finally, the order data will be displayed as an order overview on the website of the provider of the instant payment system or after you have been redirected back to our website. Before submitting your order, you have the opportunity to check the details in the order overview again, to change them (also via the "back" function of your Internet browser) or to cancel the order. By submitting the order via the corresponding button ("order with payment" or similar term), you place a legally binding order. You are bound to the period of two weeks after placing the order; your right to cancel your order according to Section 2a remains unaffected. We do not store the complete contract text. Before submitting the order via the online shopping cart system, the contract data can be printed out or saved electronically using the browser's print function. Once we have received your order, the order data, the information required by law for distance selling contracts and the General Terms and Conditions will be sent to you again by e-mail.

(4) We will immediately confirm receipt of your order placed via our website by e-mail. Such an e-mail does not constitute a binding acceptance of the order unless it also confirms receipt and also declares acceptance.

(5) The processing of the order and transmission of all information required in connection with the conclusion of the contract is partly automated by e-mail. You must therefore ensure that the e-mail address you have provided to us is correct, that receipt of e-mails is technically ensured and, in particular, that it is not prevented by SPAM filters.

§ 2a Withdrawal policy

When concluding a distance selling contract, consumers have a statutory right of withdrawal, about which the provider informs them below in accordance with the statutory model.

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the day on which you or a third party other than the carrier designated by you takes possession of the goods.

To exercise your right of withdrawal, you must contact us, DGRX Sales GmbH, Torkelweg 20b, 6841 Mäder, Austria, email: info@desertgreener.io by means of a clear statement (e.g. a letter sent by post or an e-mail) of your decision to withdraw from this contract. You may use the attached withdrawal form template for this purpose, although its use is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send the communication regarding your exercise of the right of withdrawal before the withdrawal deadline has expired.

Consequences of withdrawal

If you withdraw from this contract, we must repay to you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a different type of delivery than the cheapest standard delivery offered by us have), immediately and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this repayment. We may refuse repayment until we have received the goods back or until you have provided evidence that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us promptly and in any event no later than fourteen days from the date on which you notify us that you have withdrawn from this contract. The deadline is met if you send the goods before the expiry of the fourteen-day period. You must bear the direct cost of returning the goods. You only have to pay for any loss of value of the goods if this loss of value is due to handling of the goods which is not necessary to check their quality, properties and functioning.

- End of withdrawal policy

Withdrawal form template

If you want to withdraw from the contract, please fill out this form and send it back to:

DGRX Sales GmbH, Torkelweg 20b, 6841 Mäder, Austria, E-mail: info@desertgreener.io

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if notification is on paper)

Date

(*) Delete where not applicable.

§ 3 Essential characteristics of the goods; prohibition of commercial resale

(1) The essential characteristics of the goods can be found in the respective offer. The “DGRX” e-money tokens offered by us are only accepted by us and by DesertGreener (contractual partner) as a means of payment to purchase our products (e.g. NFTs) as well as the products offered by DesertGreener.

(2) The commercial resale of our goods is prohibited.

§ 4 Wallet

(1) In order to hold our e-money token, you will need one or more hosted cryptocurrency wallet(s) to enable you to store, track, transfer and manage the e-money tokens.

(2) We ourselves are not providers of cryptocurrency wallets and are not liable to you for their functionality, losses or the like. Please contact the provider of your cryptocurrency wallet for this.

§ 5 Right of retention, retention of title

(1) You may only exercise a right of retention if it concerns claims arising from the same contractual relationship.

(2) The goods remain our property until the purchase price has been paid in full.

§ 6 Prices and payment terms

(1) The prices stated in the respective offers as well as the shipping costs represent total prices. They contain all price components including all applicable taxes.

(2) Any costs incurred in transferring money (transfer or exchange rate fees charged by credit institutions) shall be borne by you in cases where the delivery takes place in an EU member state but the payment was made outside the European Union.

(3) The payment methods available to you are indicated under a correspondingly labelled button on our website or in the respective offer.

(4) Unless otherwise stated for the individual payment methods, the payment claims arising from the concluded contract are due for payment immediately.

§ 7 Warranty

The statutory liability for defects applies.

§ 8 Liability

(1) In the event of a breach of essential contractual obligations, the provider shall only be liable for the damage typical for the contract and foreseeable if this was caused by simple negligence, unless the Customer has claims for damages arising from injury to life, body or health.

(2) The restrictions of paragraph 1 shall also apply to the benefit of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

(3) The limitations of liability resulting from paragraphs 1 and 2 shall not apply if the provider has fraudulently concealed the defect or has provided a guarantee for the quality of the item. The same applies if the provider and the Customer have reached an agreement on the quality of the item. The provisions of the Product Liability Act remain unaffected.

§ 9 Final provisions; Online dispute resolution

(1) Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods. In the case of consumers, this choice of law only applies to the extent that it does not deprive them of the protection afforded by mandatory provisions of the law of the country in which the consumer is habitually resident (favorability principle).

(2) The place of performance for all services arising from the business relationship with us as well as the place of jurisdiction is the registered office of our company, provided that you are not a consumer but a merchant, a legal entity under public law or a special fund under public law. The same applies if you do not have a general place of jurisdiction in Austria or the EU or if your place of residence or habitual abode is not known at the time the action is brought. The right to bring the case before a court at another legal place of jurisdiction remains unaffected.

(3) Alternative dispute resolution pursuant to Art. 14 paragraph 1 ODR-VO and § 36 VSBG: The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), available at <https://ec.europa.eu/odr>. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. We are neither willing nor obliged to participate in a dispute settlement procedure before a consumer arbitration board.

Status of the General Terms and Conditions: March 4, 2024