

Terms of Use of Tookenz Services

Tookenz Collectibles, LLC

Last Updated: February 21, 2023

Welcome to Tookenz, owned and operated by Tookenz Collectibles, LLC (“Company,” “we,” “us,” or “our”). These Terms of Use, together with our Privacy Policy (“Privacy Policy”) available at <https://tookenz.com> and our Acceptable Use Policy (“AUP”), available at <https://tookenz.com>, (collectively, the “Terms”), govern your access to and use of the Company’s Website(s), our APIs, mobile app (the “Application”), and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and purchase NFTs, and using our tools at your own discretion, to connect directly with others to purchase, sell or transfer NFTs, including on public blockchains (collectively, the “Service”). “NFT” in these Terms means a non-fungible token or similar digital item implemented on a blockchain (such as the Ethereum blockchain), which uses smart contracts to link to or otherwise be associated with certain content or data. Prior to using or accessing the Service, you must first read and accept the Terms.

IMPORTANT NOTICE REGARDING ARBITRATION AND CLASS ACTIONS: PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 16 BELOW, THE TERMS INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH (WITH LIMITED EXCEPTIONS) REQUIRE ANY DISPUTES BETWEEN YOU AND THE COMPANY TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

BY CREATING AN ACCOUNT BELOW, OR BY OTHERWISE USING OR REGISTERING AN ACCOUNT FOR THE SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS. IF YOU ARE A PARENT OR GUARDIAN AND YOU CONSENT TO YOUR CHILD’S USE OF OR REGISTRATION WITH THE SERVICE, BY PROVIDING SUCH CONSENT YOU ARE AGREEING TO BE BOUND BY THESE TERMS IN RESPECT OF YOUR CHILD’S USE OF THE SERVICE.

1. Your Acceptance

- 1.1. By creating an account or by otherwise using and/or visiting the Service and all content available through the Service, including without limitation, any capabilities to view, explore, purchase, sell, or transfer NFTs or similar digital items, or any other software, tools, features, or functionalities provided on or in connection with the Service you signify your consent and agreement to these Terms.
- 1.2. If you do not agree to the Terms, please do not use the Service.

2. Accounts

- 2.1. Age Restrictions. By creating an account or by otherwise using or registering an account for the Service, you represent that (i) you are a US resident at least 18 years of age, or (ii) you are not a US resident, and are of legal age of consent to open an account under the laws of your country of residence. If you are under the age of 18 and your parent or guardian has not consented to your use of the Service, you must immediately stop your use of the Service.
- 2.2. Accounts. The Service may invite or allow users 18 years of age or older to create an account. These Terms govern the relationship between the Company on the one hand, and each accountholder on the other hand, and includes any sub-accounts created by the accountholder. In particular, an accountholder may create separate profile for a child as a sub-account (Child Account), which is also governed by these Terms. An individual under the age of 18 must have a Child Account established by a parent or guardian to use this Service.
 - 1.1. Child Accounts. We may allow you, the accountholder, to create a Child Account to add a minor child as a sub-account to your primary account with the Service; provided that you are the parent or legal guardian of such minor child ("your minor child") and comply with the terms of our COPPA Privacy Policy (available at <https://toekenz.com>). You authorize us to make inquiries, either directly or indirectly via third parties, including requiring you to provide documentation as we deem necessary to validate the information that you provide. If we are unable to verify any information provided, we may (i) refuse to establish a requested sub-account; (ii) close an existing primary account; or (iii) terminate your access to the Service. We reserve the right to request such information at the time of enrollment or at any time thereafter during which you are an accountholder. You acknowledge that these Terms will apply to the Child Account and your minor child, and you hereby expressly accept these Terms and the Terms on behalf of your minor child. You further agree to accept full responsibility for your minor child's use of the Service, including all financial charges and legal liability that your minor child may incur in connection with your account, a Child Account, and your minor child's use of the Service.
 - 1.2. Accuracy of Account Information. You agree that any information you provide and maintain is accurate, current and complete, including your contact information for notices and other communications from us and your payment information. You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person's username, password or other account information, or another person's name or likeness, or provide false details for a parent or guardian.
 - 1.3. Digital Wallet. The Service may provide you with access to the Venly Digital Wallet (the "Digital Wallet") to enable you to use, transfer, and exchange

digital assets. In addition to these Terms, your access to and use of the Digital Wallet is subject to Venly's terms and conditions and privacy policy, available at <https://www.venly.io/terms-conditions> (the "Venly Terms"). You are solely responsible for your use of all services provided by or in connection with the Digital Wallet, including services provided by third parties associated with the Digital Wallet (collectively, the "Digital Wallet Services"). By accessing or using the Digital Wallet Services you assent and agree to be bound by the Venly Terms. Any changes to the Venly Terms will be posted or provided to you via your Digital Wallet account. You are solely responsible for maintaining the confidentiality of your Digital Wallet, as it is a custodial wallet that only you control. You hereby acknowledge and assume all risks associated with your use of the Digital Wallet and the Digital Wallet Services, and take full responsibility and liability for the outcome of any transaction (or failed transaction) in connection with the Digital Wallet.

2. Access and Use of the Service

2.1. The Company hereby grants you permission to use the Service as set forth herein, provided that:

- i. Your use of the Service is solely for your personal use;
- ii. You will not copy or distribute any part of the Service in any medium without the Company's prior written authorization;
- iii. You will not alter or modify any part of the Service; and
- iv. You agree that the information provided through the Service is provided for convenience or information only.

2.2. We may use "cookie" and/or "web beacon" technology to provide features for the Service. While all browsers are different, you may be able to configure your browser to accept or reject all or some cookies, or notify you when a cookie is set. However, you may have to enable cookies in order to use and access the Service.

2.3. You agree not to (i) use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," and any other similar or analogous system; and (ii) not to effect fraudulent or untrue request messages to the Company's servers or to engage third persons to effect fraudulent or untrue request messages to the Company's servers.

2.4. Notwithstanding the foregoing, the Company grants the operators of public search engines permission to use spiders to copy materials from the Service for the sole purpose of creating publicly available searchable indices of the materials, but not to create caches or archives of such materials. The Company

reserves the right to revoke these exceptions either generally or in specific cases.

3. Third-Party Content and Services

3.1. The Service may also contain links or functionality to access or use third-party websites ("Third-Party Websites") and applications, including without limitation the Digital Wallet (collectively, the "Third-Party Applications"), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties ("Third-Party Materials"). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies and/or acceptable use policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of the Company and may be "open" applications for which no recourse is possible. The Company is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. The company provides links to these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

4. Communication Preferences

4.1. By creating an Account, you consent to receive electronic communications from the Company (e.g., via email, push notification, text messages, or other types of messages). These communications may include notices about your Account (e.g., transactional information) and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Service and you may opt out of these communications through the Service or through your mobile device's operating system (with the possible exception of important service announcements and administrative messages) by following the unsubscribe instructions provided.

5. App Stores

To the extent permitted by applicable law, the following supplemental terms shall apply when accessing the Platform through specific devices.

5.1. If you acquire the Application from the Apple App Store or use on an iOS device to download the Service, you acknowledge and agree that Apple is not

responsible for the Application or any Content therein, and has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the Service to conform to any applicable warranty, you may notify Apple, and Apple will refund the Application purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application. Apple is not responsible for addressing any claims by you or any third party relating to the Application or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the Application infringe that third party's intellectual property rights. Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the Application.

5.2. If you acquire the Application from Google, Inc. or one of its affiliates ("Google") via Google Play or its successor(s), then to the extent of any conflict between the Google Terms of Service and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "Google Play Terms"), and the other terms and conditions in this Agreement, the Google Play Terms shall apply with respect to your use of any Application that you acquire from Google Play. We and you hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by us or you (or any other user) under this Agreement or the Google Play Terms.

6. Intellectual Property Rights

6.1. The Service contains a variety of: (i) materials and other items relating to the Company and its products and services, and similar items from our licensors or other third parties, including all layouts, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, NFTs, Art (defined below), advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Service, and the compilation, assembly, and arrangement of

the materials of the Service and any and all copyrightable material (including source and object code); (ii) registered or unregistered trademarks, logos, trade names, and service marks (collectively, "Trademarks"); and (iii) other similar or equivalent forms of intellectual property protectible in any part of the world (collectively the "Company Intellectual Property Rights").

- 6.2. The Service (including past, present, and future versions and modifications thereto) and the Company Intellectual Property Rights are exclusively owned and controlled by the Company (or our parents, subsidiaries, or affiliates), our licensors, or other third parties. All right, title, and interest in and to the Company Intellectual Property Rights are and will remain exclusively owned by the Company (or its parents, subsidiaries, affiliates, or associates), our licensors, or other third parties, and are protected by U.S. and international copyright, trademark, patent, or other intellectual property rights and laws to the fullest extent possible. The Application and the Company's Website(s) are also protected as a collective works or compilations under U.S. copyright and other laws and treaties.
- 6.3. You may use the Service and Company Intellectual Property Rights for your personal, non-commercial use only, and you may not copy, reproduce, republish, download, upload, post, transmit, distribute, modify, reuse, repost, or make any other use of the Service (or any portion thereof), or Company Intellectual Property Rights. You may not rent, lease, lend, sell, assign, create derivative works of or based upon the Service or Company Intellectual Property Rights (including, without limitation, preparation of summaries of the content or "thumbnails" of any images therein), or any portion thereof, or publicly display, publicly perform, or otherwise use the Service or Company Intellectual Property Rights in any way for any public or commercial purpose. The use of any information or Company's Intellectual Property Right contained in or provided via the Service on any other website, or in any publication, database, catalog or compilation, or in a networked computer environment for any purpose other than personal use of the Service without the express prior written permission of the Service is strictly prohibited.
- 6.4. If you download or print any content from the Service for personal use, you must retain and maintain all copyright, trademark, or other proprietary notices contained therein.
- 6.5. You agree not to bypass, circumvent, disable, breach, or otherwise interfere with any security device, protection, or security-related features of the Service, or features that prevent or restrict use or copying of any content of the Service.
- 6.6. The Company reserves all rights not expressly granted herein.

7. Ownership, License, and Ownership Restrictions for NFTs

For the purposes of this Section 8, the following capitalized terms will have the following meanings:

“Art” means any art, graphics, images, designs, logos, taglines, drawings, characters, and music and/or copyrights that may be associated with or encompassed in a Purchased NFT.

“Own” means, with respect to an NFT, an NFT that was purchased or otherwise rightfully acquired from a legitimate source.

“Purchased NFT” means an NFT that you Own.

“Third Party IP” means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, “droit moral” or moral rights, know-how, or any other intellectual property rights recognized in any country or jurisdiction in the world contained or depicted in, or underlying a Purchased NFT, including without limitation, the Art.

- 7.1. You understand and agree: (i) that your purchase of an NFT, whether via the Service or otherwise, does not give you any rights or licenses in or to the Service, the Company Intellectual Property Rights (including, without limitation, any copyright or intellectual property rights in or to the associated Art), or Third Party IP other than those expressly contained in these Terms; (ii) that you do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute, or otherwise commercialize any element of the Service, the Company Intellectual Property Rights (including, without limitation, any Art), without our prior written consent, in each case, which consent we may withhold in our sole and absolute discretion; and (iii) your purchase of an NFT does not give you any intellectual property or other proprietary rights in or to any of the Art or Third Party IP associated with a Purchased NFT, nor the rights to create derivative works of the Art or any Purchased NFT.
- 7.2. Subject to your continued compliance with these Terms, we grant you a worldwide, non-exclusive, non-transferable, revocable, non-sublicensable, fully paid-up license to use, copy, and display the Art for your Purchased NFT, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your Purchased NFT, provided that the marketplace cryptographically verifies each NFT owner’s rights to display the Art for their Purchased NFT to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your Purchased NFT, provided that the website/application cryptographically verifies each NFT’s owner’s rights to display the Art for their Purchased NFT to ensure that only the actual owner can display the Art, and provided that the

Art is no longer visible once the owner of the Purchased NFT leaves the website/application.

- 7.3. You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without our (or, as applicable, our licensors') express prior written consent in each case: (i) modify the Art for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Art for your Purchased NFT to advertise, market, or sell any of your own product or service or third party product or service; (iii) use the Art for your Purchased NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, sexual conduct violence, cruelty, inappropriate or obscene content, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the Art for your Purchased NFT in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your NFT; (vi) attempt to trademark, copyright, or otherwise acquire or seek to register or protect any intellectual property rights in or to any Third Party IP or the Art; or (vii) otherwise utilize the Art for your Purchased NFT for your or any third party's commercial benefit.
- 7.4. If the Art associated with your Purchased NFT contains Third Party IP, you understand and agree as follows: (i) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art and subject to the license and restrictions contained herein; (ii) that, depending on the nature of the license granted from the owner of the Third Party IP, we may need to (and reserve every right to) pass through additional restrictions on your ability to use the Art; and (iii) to the extent that we inform you of such additional restrictions in writing, you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of the license contained in this Section 8.
- 7.5. These Terms, including the license granted in Section 8.2 above, apply to your purchase of any NFT through the Service or from any other third-party entity offering the Company's NFTs for sale or distribution, including but not limited to, online NFT marketplaces or other distributors of the Company's NFTs, and only to the extent that you continue to Own the applicable Purchased NFT. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of ("Sell") your Purchased NFT for any reason, such transaction or sale remains subject to the limited license and use restrictions in Section 8. If you Sell a Purchased NFT, the license conveyed to you automatically and immediately transfers to the buyer, and any rights conveyed to you will automatically

terminate. You may only Sell your Purchased NFT in a marketplace that cryptographically verifies each NFT owner's rights to display the Art for such Purchased NFT. You shall use all reasonable efforts to ensure that any party to whom you Sell your Purchased NFT expressly consents to these Terms. The restrictions in Sections 8 of these Terms will survive the expiration or termination of these Terms.

- 7.6. You shall promptly notify Company upon becoming aware of any use (or misuse) of the Art or any Third Party IP in violation of these Terms and shall fully cooperate with Company in connection with any claims, investigations, or proceedings relating to such use (or misuse).

8. User Generated Content

- 8.1. The Service may enable you to submit comments, participate in bulletin boards or forums, or upload other user generated content for hosting, display, and distribution to other users (individually and collectively "UGC"). By submitting UGC, you grant to the Company and any of its parents, subsidiaries, affiliates, representatives, licensors and assigns an irrevocable, perpetual, non-exclusive, fully-paid, world-wide, royalty-free license, with, among other rights, the right to grant sublicenses, to publicly display, publicly perform, distribute, store, transcode, syndicate, broadcast, reproduce, edit, modify, create derivative works of, and otherwise use and reuse your UGC or portions thereof in any manner, in any medium, and for any purpose without compensation or remuneration to you.
- 8.2. To the extent that we expressly authorize you (via the Service or otherwise) to create UGC that involves the customization of or is derived from Company Intellectual Property Rights (a "UGC Customization Kit"), you hereby assign to us all of your right, title, and interest in, including worldwide intellectual property rights in and to such UGC that you create, for so long as the Company Intellectual Property Rights contained in the UGC Customization Kit remain protected under U.S. or international intellectual property laws. If for any reason the foregoing rights are not assigned to us, you will have no right to create UGC from a UGC Customization Kit containing Company Intellectual Property Rights. Subject to your continued compliance with these Terms and the assignments required under this [Section 9](#), we grant you a limited, revocable, non-exclusive, non-transferrable, non-sublicensable license to use the Company Intellectual Property Rights contained in such UGC Customization Kit solely for the purposes of creating UGC for your personal, non-commercial use within the Service. For the avoidance of doubt, you shall have no right to create derivative works of UGC created from a UGC Customization Kit.

- 8.3. Regarding UGC, you shall not: (i) publish falsehoods or misrepresentations that could damage the Company or any third party; (ii) publish material that is unlawful, obscene, pornographic, defamatory, libelous, hateful, threatening, harassing, racially or ethnically offensive, or encourages anything that would be considered a criminal offense, give rise to civil liability, violate any law, violate the rights, harm, or threaten the safety of any person or is otherwise inappropriate; (iii) impersonate another person; or (iv) post advertisements or solicitations for yourself or for any third parties.
- 8.4. The Company acts as a passive conduit for its users to generate UGC, and the Company has no obligation to screen or monitor communications or information, and has no legal obligation to, and does not, control the information provided by other users. Accordingly, you must use caution and common sense when accessing UGC. If notified by a user of communications which allegedly do not conform to these Terms, the Company may investigate the allegation and determine in good faith and at its sole discretion whether to remove or request the removal of the communication.
- 8.5. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases may be mislabeled or deceptively labeled. The Company does not endorse, represent or guarantee the truthfulness, accuracy, or reliability of UGC and has no liability or responsibility for any UGC or your reliance on UGC. Any such reliance shall be at your own risk.
- 8.6. The Company is not involved in transactions regarding UGC between users. As a result, the Company has no control over the quality, safety, or legality of UGC. In addition, there are risks, including but not limited to the risk of physical harm, in dealing with strangers or people acting under false pretenses. You assume all risks associated with dealing with other users with whom you come in contact through the Service and UGC, and the Company has no responsibility or liability for any transactions, online or offline, between you and any third party.
- 8.7. The Company is not and cannot be involved in user-to-user dealings or control the behavior of participants; consequently in the event that you have a dispute with one or more users, you release the Company (and its parents, subsidiaries, affiliates, agents, representatives, partners, directors, officers and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident in the United States, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

8.8. All information or advice provided as part of the Service and/or UGC are intended to be general in nature and you should not rely on any such in connection with the making of any decision and may not be applicable to your personal or professional situation. The Company is not liable for any action you may take as a result of relying on such information or advice or for any loss or damage suffered by you as a result of you taking this action.

9. Copyright Infringement Notification (Digital Millennium Copyright Act)

9.1. If you believe that any copyrighted work is accessible through the Service in a way that constitutes copyright infringement, please notify the Company by providing our designated copyright agent with the following information:

- i. The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;
- ii. A description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing;
- iii. Identification of the URL or other specific location on the Company's Website(s) or the Application where the material or activity you claim to be infringing is located or is occurring;
- iv. You must include enough information to allow us to locate the material or the activity;
- v. Your name, address, telephone number, and e-mail address; and
- vi. A statement by you, made under penalty of perjury, that (i) the information you have provided is accurate and that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and (ii) you have a good faith belief that use of the copyrighted materials is not authorized by the copyright owner, any agent of the copyright owner, or the law.

9.2. Please note that the United States Copyright Act prohibits the submission of a false or materially misleading Notice or Counter-Notice, and any such submission may result in liabilities, including perjury. U.S. federal courts have determined that copyright owners must consider whether the work in question qualifies as a "fair use" before submitting a notice of claimed infringement.

9.3. Notifications of claimed copyright infringement and counter notices must be sent to our designated agent:

Attn: Toekenz Collectibles, LLC Designated Agent
Toekenz Collectibles, LLC c/o WeWork

21255 Burbank Blvd, Suite 120
Los Angeles, California 91367

Email: support@toekenz.com

- 9.4. We are only able to accept notices in languages in which these Terms are made available by us.
- 9.5. If you believe in good faith that a notice of copyright infringement has been wrongly filed against, you can send the Company a counter-notice that includes:
- i. Your name and address, and telephone number;
 - ii. The source address of the removed content;
 - iii. A statement under penalty of perjury that you have a good faith belief that the content was removed in error; and
 - iv. A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which the Service may be found, and that you will accept service of process from the person who provided the original complaint.

10. Termination

- 10.1. The Company reserves the right to discontinue, modify, and alter any and all aspects of the Service at any time and without notice.
- 10.2. The Company reserves the right to immediately terminate your access to the Service if the Company determines that you are in breach of the Terms at any time, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

11. Disclaimers

- 11.1. You agree that your use of the Service shall be at your sole risk.
- 11.2. To the fullest extent permitted by law, the Company, its parents, subsidiaries, affiliates, officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Service and your use thereof.
- 11.3. THE SERVICE IS PROVIDED AS IS AND THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE'S CONTENT AND ASSUMES NO

LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE; AND/OR (VI) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

11.4. The Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service, and the Company will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

11.5. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW

12. Limitation of Liability

12.1. IN NO EVENT SHALL THE COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM (I) YOUR ACCESS TO AND USE OF THE SERVICE; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE; AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12.2. The Service is controlled and offered by the Company from its facilities in the United States of America. The Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

13. Indemnity

13.1. You agree to defend, indemnify and hold harmless the Company, its parents, subsidiaries, affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your violation of these Terms; and (ii) your violation of any third party right, including without limitation any copyright, property, privacy right or Third Party IP right. This defense and indemnification obligation will survive termination of these Terms and your use of the Service.

14. Assumption of Risk

You accept and acknowledge:

14.1. The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations that may adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.

14.2. The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of NFTs.

14.3. You are solely responsible for determining what, if any, taxes apply to your transactions (except for taxes on our net income) now or hereafter claimed or imposed by any governmental authority associated with your use of the Service. Except for income taxes levied on us, you: (a) will pay or reimburse us for all national, federal, state, local, or other taxes and assessment of any jurisdiction, including sales taxes, value added taxes and taxes as required by international tax treaties, customs, or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (b) will not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms. To allow us to determine our tax obligations, unless you otherwise notify us in writing, you confirm that you are not a resident in Canada nor are you registered for Goods and services tax / Harmonized sales tax (GST / HST) or Provincial sales taxes (PST) in Canada, and will inform us if your status changes in the future.

- 14.4. There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become untransferable. You represent and warrant that you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or accounts/collections.
- 14.5. The Service relies on third-party platforms and/or vendors. If we are unable to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
- 14.6. ALL PURCHASES AND REDEMPTIONS OF ANY ITEMS MADE THROUGH THE SERVICE ARE FINAL AND NON-REFUNDABLE.
- 14.7. If you have a dispute with one or more users, YOU RELEASE THE COMPANY FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

16. Binding Arbitration and Class Action Waiver

- 16.1. Any dispute, controversy, or claim arising out of or related in any manner to these Terms which cannot be amicably resolved between you and the Company shall be solely and finally settled by arbitration, except as explicitly provided herein.
- 16.2. Arbitration shall be administered by the JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at www.jamsadr.com or 1-800-352-5267. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one (1) arbitrator sitting in Los Angeles County, California. The language of the arbitration shall be English. The arbitrator will be bound to adjudicate all disputes in accordance with the laws of the State of California. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator may award

damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim. You and the Company empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these terms or the formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these Terms are void or voidable. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to these Terms. Notwithstanding the foregoing, either party may bring an action before the federal courts of the United States seeking a restraining order, temporary or permanent injunctive relief, or other equitable relief to protect its intellectual property rights.

16.3. YOU AND THE COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Company are instead electing that all claims and disputes shall be resolved by arbitration except as provided herein.

16.4. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A REPRESENTATIVE OR COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER, PERSON, OR ENTITY CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER, PERSON, OR ENTITY. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and the Company agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in Los Angeles County in the State of California. All other claims shall be arbitrated.

17. California Residents

17.1. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

18. General Terms

- 18.1. You agree that: (i) the Service shall be deemed solely based in the State of California; (ii) the Service shall be deemed a passive website/application that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than the State of California, and (iii) by accepting the Terms you are submitting yourself to the jurisdiction of the State of California for any issues related to the Terms and/or your use of the Service.
- 18.2. These Terms shall be governed by the laws of the State of California without respect to its conflict of laws principles. These Terms, together with any other legal notices published by the Company on the Company's Website(s), shall constitute the entire agreement between you and the Company concerning the Service.
- 18.3. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- 18.4. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.
- 18.5. The Company reserves the right to modify and update these Terms at any time in its sole discretion. It will provide all users with notification of any such material revisions at least thirty (30) days in advance of their effective date (other than with respect to changes that must be made sooner than that to comply with applicable law). Notification will be provided via the Company's Website(s) and/or via email either through the account associated with user's use of the Application or to the personal email address associated with the user's account. Except as otherwise provided by the Company, updates will be effective upon the date indicated at the top of these Terms. The updated version of the Terms will supersede all prior versions. Note that the Company's failure to enforce this policy in any instance and for whatever reason shall not be construed as a waiver of its right to do so at any other time.
- 18.6. Your use of the Service following any amendment of these Terms will signify your assent to and acceptance of its revised terms. If you do not agree to the new Terms, you must stop accessing or using the Service.
- 18.7. You and the Company agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently time barred.