

NFT TERMS

By minting, purchasing, receiving, or otherwise acquiring an NFT that originated from NFT Online Inc. (each, a “NFT Online NFT”), you agree to these NFT Terms. These NFT Terms, along with the NFT Online User Terms of Service, made available at www.Digidaigaku.com and incorporated herein by reference, are collectively referred to as the “Agreement.”

OWNERSHIP OF NFT ONLINE NFTS AND ARTWORK. Each NFT Online NFT is a limited-edition digital asset that embodies or includes certain artwork created, owned or licensed by NFT Online Inc. (the “Artwork”). You acknowledge and agree that NFT Online Inc. (“NFT Online”) owns or has licensed all legal right, title and interest in and to the Artwork, and all intellectual property rights therein. NFT Online NFTs may also incorporate one or more elements of NFT Online’s trademarks and branding (the “Brand”). Each NFT Online NFT is a non-fungible token hosted on the Ethereum blockchain, ownership of which can be transferred through gift, purchase, or sale. The Artwork is neither stored nor embedded in the NFT Online NFT, but is accessible through the NFT Online NFT. **ALTHOUGH EACH NFT ONLINE NFT ITSELF IS OWNED BY ITS THEN-CURRENT OWNER, THE ARTWORK EMBODIED THEREBY AND ANY BRAND INCORPORATED THEREIN OR USED THEREWITH IS LICENSED (OR, AS RELEVANT, SUB-LICENSED AND REFERENCES HEREIN TO A LICENSE FROM NFT ONLINE INCLUDE A SUB-LICENSE FROM NFT ONLINE), PURSUANT TO THESE NFT TERMS, AND NOT TRANSFERRED OR SOLD, TO SUCH OWNER. “OWN” MEANS, WITH RESPECT TO A NFT ONLINE NFT, A NFT ONLINE NFT THAT YOU HAVE RIGHTFULLY AND LAWFULLY PURCHASED OR ACQUIRED FROM A LEGITIMATE SOURCE, WHERE PROOF OF SUCH PURCHASE OR ACQUISITION IS RECORDED ON THE ETHEREUM BLOCKCHAIN.** The rights that you have in and to the Artwork are limited to those expressly stated in the paragraph immediately below. NFT Online and its licensors reserve all rights in and to the Artwork and Brand not expressly granted to you herein.

LICENSES. Subject to your lawful purchase or acquisition of a NFT Online NFT and your continued compliance with this Agreement, NFT Online grants you a worldwide, non-exclusive, revocable, royalty-free license, with no right to sub-license, to display the Artwork and any Brand embodied by your NFT Online NFTs, solely for the following purposes: (i) for your own personal, non-commercial use (e.g., display in a virtual gallery, on a mobile device, as an avatar, or in your home); (ii) through or as a part of a marketplace that permits the purchase and sale of your NFT Online NFTs in connection with such potential purchase or sale, provided that the marketplace cryptographically verifies rights to ensure that only the actual owner can offer a NFT Online NFT for sale; or (iii) as part of a third-party website or application that permits the inclusion, involvement, or participation of your NFT Online NFTs, provided that the website/application cryptographically verifies rights to ensure that only the actual owner of the NFT Online NFT can display the Artwork and Brand embodied thereby. NFT Online provides this NFT Online NFT and licenses the Artwork and Brand to the owner of this NFT Online NFT on an “AS IS” basis, and expressly disclaims any warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose. The license to display the Artwork and any Brand embodied by a NFT Online NFT is automatically and always transferred with the NFT Online NFT as provided below. Otherwise, the license to display the Artwork and any Brand embodied by any NFT Online NFT is non-transferable.

You acknowledge that the license granted to you in this Agreement applies only to the extent that you lawfully purchased or acquired a NFT Online NFT and, with respect to a NFT Online NFT that you lawfully acquired, for the duration that you continue to own such NFT Online NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your NFT Online NFT for any reason, the licenses granted to you in this Agreement will immediately expire without the requirement of notice, and you will have no further rights in or to the Artwork or Brand embodied by such NFT Online NFT. The licenses granted in this Agreement will also automatically terminate, with all rights returning to NFT Online, if: (x) you breach this Agreement, which shall include transferring or acquiring any NFT Online NFT in a way not specifically permitted hereunder or (y) you engage in any unlawful business practice related to any NFT Online NFT. In the event that you did not lawfully purchase or acquire a NFT Online NFT or upon any termination of the licenses granted in this Agreement, NFT Online may disable your access to the Artwork and/or Brand and/or deny you access to any further benefits, services or goods associated with this NFT Online NFT.

RESTRICTIONS. You agree that you will not, nor will you permit any third-party to, do or attempt to do any of the following without NFT Online’s express prior written consent in each case: (i) modify, distort or perform any other change to the Artwork or Brand embodied by your NFT Online NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Artwork or Brand embodied by your NFT Online NFTs as a brand or trademark or to advertise, market, or sell any product or service (other than an authorized offering of the NFT Online NFT itself) or for any other commercial purpose; (iii) use the Artwork or Brand embodied by your NFT Online NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others or promote illegal activities; (iv) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork or Brand embodied by your NFT Online NFTs; (v) use the Artwork or Brand embodied by your NFT Online NFTs in connection with defamatory or dishonest statements about NFT Online and/or its affiliated companies or which otherwise damage the goodwill, value or reputation of NFT Online or represent or imply that your exercise of the licenses granted hereunder is endorsed by NFT Online and/or its affiliated companies; or (vi) otherwise utilize the Artwork or Brand embodied by your NFT Online NFTs for your or any third-party’s commercial benefit (other than an authorized offering of the NFT Online NFT itself). These restrictions will survive the expiration or termination of licenses granted hereunder.

Without limiting the foregoing, the license granted by this Agreement does not include: (i) the right to use the Artwork or Brand in connection with additional NFTs; or (ii) the right to create derivative works of the Artwork. You may not use or attempt to register any asset, including any domain names, social media accounts or related addresses, that contains or incorporates any Artwork, Brand, or any other representation, name or mark that may be confusingly similar to any of NFT Online's intellectual property.

TRANSFERRING YOUR NFT ONLINE NFT. You may transfer any NFT Online NFT that you lawfully own to a third-party, subject to this Agreement. After any such transfer, your licenses to the Artwork and Brand will immediately terminate. If you transfer any NFT Online NFT, you must make the transferee aware of, and you must cause any such transferee to agree in writing to comply with and be bound by, this Agreement.

You acknowledge and agree that any transfer of this NFT Online NFT, by you or by the then-current owner, is subject to a fee payable to NFT Online (or, as relevant, any licensor pursuant to which NFT Online has acquired a license for any Artwork) equal to no greater than 10% of the total consideration paid for such NFT Online NFT in connection with any such transfer.

NFT Online Inc.

User Terms of Service

Last Updated: August 9, 2022

1. INTRODUCTION

These Terms of Use (these “Terms”) govern your access to and use of certain products, services and properties made available by NFT Online Inc. (“NFT Online,” “we,” “us” or “our”). (As used herein, the term “you” (including any variant) refers to each individual who enters into these Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these Terms.) Our products, services and properties include, without limitation, the minting of certain digital assets; our online and/or mobile services, including the website through which these Terms are made available (the “Website”), and software provided on or in connection with those services (collectively, the “Service”). Certain features of the Service may be subject to additional guidelines, terms, or rules (“Supplemental Terms”), which will be displayed in connection with such features. These Terms and all such Supplemental Terms, which are incorporated by reference, are collectively referred to as the “Agreement”. If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

NFT ONLINE OFFERS CERTAIN NON-FUNGIBLE TOKENS FOR USERS TO MINT. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. YOU AGREE THAT NFT ONLINE SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO, ASSOCIATED WITH OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY THIRD-PARTY WITH RESPECT TO THE OFFERING, PURCHASE, SALE, USE, MISUSE, PROVISION OR FAILURE TO PROVIDE ANY NFT.

PLEASE READ SECTION 17 OF THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS.

PLEASE BE AWARE THAT SECTION 6 OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

THIS AGREEMENT IS IMPORTANT AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ CAREFULLY. BY CLICKING ON ANY “I ACCEPT” BUTTON, PURCHASING OR OFFERING TO PURCHASE NFTS THROUGH THE SERVICE, AND/OR OTHERWISE ACCESSING THE WEBSITE OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN. If you do not agree to this Agreement, you may not access or use the Service or purchase any NFTs.

Please refer to our [Privacy Policy](#) for information about how we collect, use and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.

NFT Online reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the “Last Updated” date at the beginning of this Agreement. By continuing to access or use the Service at any point after such update, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review this Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

2. OUR SERVICE

- a. The Service is a software application made available by NFT Online to, among other things, enable users of the Service (“Users”) to mint unique non-fungible tokens (collectively, “NFTs”), implemented on the Ethereum

blockchain (the “Blockchain Platform”) using smart contracts. You may only participate in the minting of any NFT by linking an electronic wallet that allows you to purchase, store, and engage in transactions using cryptocurrency and NFTs (each, a “Digital Wallet”) on supported bridge extensions. Before minting an NFT, you must connect and unlock your Digital Wallet through the Service. Once you submit an order to mint an NFT, your order is passed on through the Digital Wallet to the applicable bridge extension, which completes the transaction on the Blockchain Platform on your behalf.

- b. ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE EFFECTED BY THIRD-PARTY DIGITAL WALLET EXTENSIONS. BY USING OUR SERVICES YOU AGREE THAT SUCH TRANSACTIONS ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

3. USER REPRESENTATIONS AND WARRANTIES

- a. You must be eighteen (18) years old to use the Service. By using the Service, you agree to (i) provide accurate, current, and complete information about yourself, (ii) maintain and promptly update from time to time as necessary such information, (iii) maintain the security of your Digital Wallet and accept all risks of unauthorized access to your Digital Wallet and to the information you provide to us, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to your use of the Service.
- b. You agree that you will not:
 - buy, sell, rent, or lease access to the Service without our written permission;
 - log in or try to log in to access the Service through unauthorized third-party applications or clients.
- c. NFT Online may require you to provide additional information and documents from time to time, including without limitation at the request of any competent authority or in order to help NFT Online comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. NFT Online may also require you to provide additional information and documents in cases where it has reasons to believe that: (i) your Digital Wallet or other access to the Service is being used for money laundering or for any other illegal activity; (ii) you have concealed or reported false identification information and other details; or (iii) transactions effected via your Digital Wallet were effected in breach of this Agreement. In such cases, NFT Online, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by NFT Online and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, NFT Online may refuse to provide any NFT, Content (as defined below), product, service and/or further access to the Service to you.
- d. When you use the Service, you hereby represent and warrant, to and for the benefit of NFT Online, its affiliates, and its and their respective representatives, as follows: You are sophisticated, experienced and knowledgeable regarding NFTs. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by these Terms, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to use the Service, you have relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the NFTs, are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the NFTs) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, NFT Online, in determining to enter into this Agreement, mint any NFT, or otherwise use the Service.
- e. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

4. MINTING AN NFT

- a. By minting an NFT, you agree to comply with any terms, including licenses or payment rights that are embedded within or otherwise included with any NFT that you purchase. NFT Online does not guarantee that NFTs will be transferable to any other platform.
- b. NFT Online may set limits on or other terms regarding the sale of NFTs comprising NFT Online's Content, including, without limitation, any fee payable in connection with any subsequent sale of an NFT, whether or not such sale takes place on or through the Service (each such sale, a "Secondary Sale," and such fee, a "Secondary Sale Fee"), and NFT Online will display such terms at point of sale or otherwise within the Service (the "NFT Terms," as set forth above).
- c. NFT Online is not and shall not be a party to any transaction or dispute between any initial minter of an NFT and any subsequent owner of such NFT, whether arising from any rights granted in that NFT or otherwise, unless otherwise set forth in connection with such NFT.

5. PRICING AND FEES; PAYMENTS

- a. All pricing and payment terms for NFTs are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of minting. Unless otherwise set forth on the applicable Service, you are solely responsible for any gas fees or other transaction fees in connection with any NFT that you mint. You may not substitute any other currency, whether cryptocurrency or fiat currency, for any currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any obligation to pay any amounts.
- b. When you mint an NFT, you agree that you have read, understand, and agree to be bound by any terms and conditions applicable to the Secondary Sale of that NFT, including any Secondary Sale Fee (regardless of whether such Secondary Sale Fee is enforced or supported by the third-party platform or marketplace that facilitates a Secondary Sale). You further agree that, if you sell an NFT, you will bind the purchaser of the NFT to such Secondary Sale terms and conditions.
- c. NFT Online may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions. Whether a particular cryptocurrency is accepted as a payment method by NFT Online is subject to change at any time in NFT Online's sole discretion.

6. CONSENT TO ELECTRONIC COMMUNICATION

By contacting NFT Online via email, signing up to be white-listed for a sale of NFTs, or by using the Service, you consent to receive electronic communications from NFT Online (e.g., via email, or by posting notices to the Service). These communications may include notices about your use of the Service and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you.

7. OWNERSHIP.

Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the NFT Online logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of NFT Online or our affiliates or licensors, as applicable. The NFT Online logo and any NFT Online product or service names, logos or slogans that may appear on the Service are trademarks of NFT Online or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "NFT Online," or any other name, trademark or product or service name of NFT Online or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of NFT Online and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks,

registered trademarks, product names and other names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by NFT Online.

8. LICENSE TO OUR SERVICE AND CONTENT

- a. You are hereby granted a limited, revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, “as-is” license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to this Agreement and does not include any right to (i) sell, resell, or use commercially the Service or Content, (ii) distribute, publicly perform, or publicly display any Content, (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (iv) use any data mining, robots, or similar data gathering or extraction methods, (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (vi) use the Service or Content other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 10 below.
- b. You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Service for noncommercial purposes, provided that such link does not portray NFT Online or our affiliates or any of our Services, Content, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable in NFT Online’s sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of NFT Online to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any NFT Online trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.
- c. NFT Online may from time-to-time change or discontinue any or all aspects or features of the Service, including by (i) altering the smart contracts which are included in the Blockchain Platform pursuant to upgrades, forks, security incident responses or chain migrations, (ii) deactivating or deleting Content that NFT Online in its sole discretion determines has been abandoned; or (iii) repossessing any NFTs that NFT Online in its sole discretion determines have been abandoned. In such events, you may no longer be able to access, interact with or, read the data from the Service.

9. THIRD-PARTY SERVICES; THIRD-PARTY TERMS

The Service may contain links to third-party properties (“Third-Party Properties”) and applications (“Third-Party Applications”). When you click on a link to a Third-Party Property or Third-Party Application, such as a bridge extension, you are subject to the terms and conditions (including privacy policies) of such other property or application. Such Third-Party Properties and Third-Party Applications are not under the control of NFT Online. NFT Online is not responsible for any Third-Party Properties or Third-Party Applications. NFT Online provides links to these Third-Party Properties 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 Properties or Third-Party Applications, or their products or services. You use all links in Third-Party Properties, and Third-Party Applications at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Properties or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third-party.

10. ACCEPTABLE USE POLICY

You agree that you are solely responsible for your conduct while participating in the minting, purchase or sale of NFTs or otherwise accessing or using the Service. You agree that you will abide by this Agreement and will not:

- a. Provide false or misleading information to NFT Online;

- b. Use or attempt to use another User's linked Digital Wallet without authorization from such User and NFT Online;
- c. Pose as another person or entity;
- d. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- e. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- f. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- g. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- h. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- i. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;
- j. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- k. Bypass or ignore instructions that control all automated access to the Service;
- l. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement;
- m. Use the Blockchain Platform to carry out any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Blockchain Platform, or the Service;
- n. Engage in or knowingly facilitate any "front-running," "wash trading," "pump and dump trading," "ramping," "cornering" or fraudulent, deceptive or manipulative trading activities, including:
 - trading an NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such NFT, unduly or improperly influencing the market price for such NFT trading on the Service or establishing a price which does not reflect the true state of the market in such NFT;
 - for the purpose of creating or inducing a false or misleading appearance of activity in an NFT or creating or inducing a false or misleading appearance with respect to the market in an NFT: (A) executing or causing the execution of any transaction in an NFT which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of an NFT with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such NFT, has been or will be entered by or for the same or different parties; or
 - participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of an NFT.

2. INVESTIGATIONS

If NFT Online becomes aware of any possible violations by you of this Agreement, NFT Online reserves the right to investigate such violations. If, as a result of the investigation, NFT Online believes that criminal activity may have occurred, NFT Online reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. NFT Online is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including your Content, in NFT Online's possession in connection with your use of the Service, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement, (iii) respond to any claims that your Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of NFT Online, its Users, or the public, and all law enforcement or other government officials, as NFT Online in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning your use of the Service, including without limitation text, voice, or video communications.

3. RELEASE

You hereby release and forever discharge NFT Online and our officers, employees, agents, affiliates, successors, and assigns (the "NFT Online Entities") from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Users of the Service or any Third-Party Properties). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

4. ASSUMPTION OF RISK RELATED TO NFTs

You acknowledge and agree that:

- a. The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs, which may also be subject to significant price volatility. We cannot and do not guarantee that any purchasers of NFTs will not lose money.
- b. You are solely responsible for determining what, if any, taxes apply to your transactions involving NFTs. Neither NFT Online nor any other NFT Online Entity is responsible for determining the taxes that may apply to transactions involving NFTs.
- c. NFTs exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such NFTs.
- d. There are risks associated with using digital currency and digital assets, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, the risk that third parties may obtain unauthorized access to your information, and the risk of purchasing (i) counterfeit or mislabeled assets, (ii) assets that are vulnerable to metadata decay, (iii) assets on smart contracts with bugs, and (iv) assets that may become untransferable.
- e. Upgrades to the Blockchain Platform, a hard fork in the Blockchain Platform, a failure or cessation of the Blockchain Platform, or a change in how transactions are confirmed on the Blockchain Platform may have unintended, adverse effects on all blockchains using such technologies, including without limitation your transactions involving NFTs purchased on NFT Online.
- f. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is evolving, and new regulations or policies may materially adversely affect the development of the Service and the NFTs.

5. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless NFT Online and the NFT Online Entities from and against all actual or alleged third-party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to this Agreement or your use of the Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, Content or NFTs, including, without limitation, any act or omission involving any third-party in connection with the listing, buying, selling, or trading of any NFTs hereunder; (b) any feedback you provide; (c) your violation of this Agreement; (d) your violation of the rights of any third-party, including another User; (e) any breach or non-performance of any covenant or agreement made by you; (f) your listing, buying, selling, or trading of any NFTs; or (g) any off-chain benefits (including the furnishing, or any failure to furnish, or any acts or omissions of or attributable to you or any third-party in respect of the same). You agree to promptly notify NFT Online of any third-party Claims and cooperate with NFT Online Entities in defending such Claims. You further agree that NFT Online Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND NFT ONLINE.

6. DISCLAIMERS

THE SERVICE, CONTENT CONTAINED THEREIN, AND NFTS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. NFT ONLINE (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. NFT ONLINE DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. NFT ONLINE DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE NFT ONLINE ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, NFT ONLINE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY NFTS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTS.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT NFT ONLINE OR ANY NFT ONLINE ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS. WE CANNOT AND DO NOT GUARANTEE THAT ANY NFT WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY NFT ACQUIRED THROUGH THE SERVICE.

NFT Online is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the NFTs. NFT Online is not responsible for casualties due to developers' or representatives' delay or failure to report any issues with any blockchain supporting NFTs, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

1. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NFT ONLINE OR ANY NFT ONLINE ENTITY BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE, ANY NFTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF NFT ONLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF NFT ONLINE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCESS TO AND USE OF THE SERVICE, OR ANY NFTS MINTED, PURCHASED, OR SOLD THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RETAINED BY NFT ONLINE IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

2. DISPUTE RESOLUTION. PLEASE READ CAREFULLY THE FOLLOWING ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”). IT REQUIRES YOU TO ARBITRATE DISPUTES WITH NFT ONLINE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- a. **Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and NFT Online agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Service or of the Website, any NFT sold or distributed through the Website, or this Agreement and prior versions of this Agreement, including claims and disputes that arose between us before the effective date of this Agreement (each, a “Dispute”) will be resolved by binding arbitration, rather than in court, except that: (1) you and NFT Online may assert claims or seek relief in court if agreed by the parties; and (2) you or NFT Online may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.
- b. **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and NFT Online. If that occurs, NFT Online is committed to working with you to reach a reasonable resolution. You and NFT Online agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and NFT Online therefore agree that before either party commences arbitration against the other, we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to NFT Online that you intend to initiate an Informal Dispute Resolution Conference should be sent by email or regular mail to the address set forth in Section 19. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference.

unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

- c. Waiver of Jury Trial. YOU AND NFT ONLINE 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 NFT Online are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- d. Waiver of Class and Other Non-Individualized Relief. YOU AND NFT ONLINE AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 17.i, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and NFT Online agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the courts of the Cayman Islands. All other Disputes shall be arbitrated or litigated as provided herein. This subsection does not prevent you or NFT Online from participating in a class-wide settlement of claims.
- e. Rules and Forum. Any Dispute shall be decided by binding arbitration under the Arbitration Act of the Cayman Islands. The number of arbitrators shall be 1 who shall be appointed in the Cayman Islands upon agreement between the parties. In the absence of agreement within 30 days of a notice to arbitrate having been served on a party, an arbitrator shall be nominated and appointed by the President for the time being of the Cayman Islands Law Society. The arbitration shall be conducted in English and in accordance with, and subject to, the provisions of the Cayman Islands Arbitration Act (Revised) in force at the time of the arbitration. The seat of the arbitration shall be the Cayman Islands and the costs shall be borne equally by the parties. The Arbitrator's award shall be final and binding and may be entered in or enforced by any competent court.
- f. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if NFT Online makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to NFT Online at the address set forth in Section 19, your continued use of the Website and/or Service, including the acceptance of products and services offered on the Website following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Service or of the Website, any NFTs sold or distributed through the Website, or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. NFT Online will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

18. GENERAL

We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. This

Agreement, and your access to and use of the Service, shall be governed by and construed and enforced in accordance with the laws of the Cayman Islands, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration shall be resolved in the courts of the Cayman Islands. Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, 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, to the fullest extent permitted by applicable law. If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement. Your relationship to NFT Online is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of NFT Online. For the purposes of the Contracts (Rights of Third Parties) Act (Revised) of the Cayman Islands each NFT Online Entity not a party hereto is an intended third-party beneficiary under this Agreement. However, the parties to this Agreement may rescind or vary this Agreement (including any variation so as to extinguish or alter a third-party's entitlement to enforce any provisions of this Agreement) without the consent of any such third-party. NFT Online's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of NFT Online and you and shall not confer third-party beneficiary rights upon any other person or entity.

19. CONTACT INFORMATION

NFT Online Inc.
P.O. Box 472, George Town,
Grand Cayman KY1-1106, Cayman Islands