

## TERMS AND CONDITIONS

These Terms and Conditions (these “**Terms**”) have been established by NFT Prime (“**NFT Prime**”) to govern the Offerings. By engaging in or undertaking any of the aforementioned activities, you will be deemed to be a “**User**” who is legally bound by these Terms.

Please read these Terms and Conditions carefully, before using [www.nftprime.com](http://www.nftprime.com) (“**Website**”) or any other domains, apps, products, services, or content provided by NFT Prime.

By using or accessing NFT Prime Services via Website (“**Offerings**”), you are deemed to have read, accepted, executed and agreed to be bound by all the Terms and Conditions, Privacy Policy and Cookies Policy incorporated herein by reference.

If any provision of these Terms and Conditions or any future changes are unacceptable to you, do not use or continue to use NFT Prime Services.

### AGREEMENT

#### ARTICLE 1. DEFINED TERMS

1.1. “**NFT Prime**” means NFT Prime Inc., a San Francisco, California corporation.

1.2. “**Website**” means website named as the [www.nftprime.com](http://www.nftprime.com)

1.3. “**Offerings**” means the Website and all Website services offered.

1.4. “**Avalanche System**” means the bytcodes (aka “smart contracts”) for creating, buying, selling and transferring NFTs and Collectibles that are officially supported in the Website, as they may be modified or supplemented from time to time. On the date these Terms were first published, the Avalanche System comprised the bytcodes deployed to Avalanche network addresses.

1.5. “**AVAX**” means the tokens with string constant public name “AVAX” and string constant public symbol “AVAX”, the supply and balances of which are tracked by the smart contract deployed on Avalanche.

1.6. “**Ethereum**” means the Ethereum mainnet and the consensus blockchain for such mainnet (networkID:1, chainID:1) as recognized by the official Go Ethereum Client, or, if applicable, the network and blockchain generally recognized as the legitimate successor thereto.

#### 1.7. NFTs and Collectibles.

1.7.a. “**NFTs**” means Avalanche-based tokens complying with the ERC-721 standard, ERC-1155 standard or other similar “non-fungible” token standard. NFTs are intended to be “non-fungible” tokens representing a unique Collectible; however, certain NFTs may be fungible with one another (i.e., all such NFTs are associated with the same Collectible Metadata) while being non-fungible with other NFTs (i.e., such NFTs are associated with different Collectible Metadata).

1.7.b. “**Collectibles**”

1.7.b.i. “**Collectible**” means the association on Avalanche of an NFT with a Uniform Resource Identifier (“**URI**”) identifying an appropriately configured JSON file conforming to the ERC-721 Metadata JSON Schema, ERC-1155 Metadata URI JSON Schema or a similar JSON schema, as applicable (such JSON file, the “**Collectible ID**”

1.7.b.ii. The Collectible ID of a Collectible specifies the properties of the Collectible, including the name and description of the Collectible (the “**Collectible Descriptors**”), a URI identifying any image file associated with the Collectible (the “**Collectible Image**”) and potentially other “metadata” associated with the Collectible (the Collectible Descriptors, Collectible Image and such other metadata, collectively, the “**Collectible Metadata**”). The Collectible Metadata for Collectibles created through the Website are typically stored on IPFS through an IPFS node operated by NFT Prime. The Collectible Metadata for Collectibles created outside the Website may be stored in other ways, depending on how such Collectibles were created

1.7.b.iii. There can be no guarantee or assurance of the uniqueness, originality or quality of any Collectible or Collectible Metadata. In the absence of an express legal agreement between the creator of a Collectible and purchasers of the Collectible, there cannot be any guarantee or assurance that the purchase or holding of the Collectible confers any license to or ownership of the Collectible Metadata or other intellectual property associated with the Collectible or any other right or entitlement, notwithstanding that User may rightfully own or possess the NFT associated with the Collectible.

1.7.b.iv. NFT Prime may from time to time remove certain Collectibles from the Website or restrict the creation of Collectibles on the Website in NFT Prime’s sole and absolute discretion, including in connection with any belief by NFT Prime that such Collectible violates these Terms or the terms and conditions or privacy policy of the Website. NFT Prime does not commit and shall not be liable for any failure to support, display or offer or continue to support, display or offer any Collectible for trading through the Website.

## **ARTICLE 2. CERTAIN GENERAL TERMS**

**2.1. User Responsible for Accounts / Addresses.** Users are responsible for all matters relating to their accounts (if any) on the Website or the blockchain accounts or addresses through which they interact with the Offerings, and for ensuring that all uses thereof comply fully with these Terms. Users are responsible for protecting the confidentiality of their login information and passwords (if applicable) for the Website or the private keys controlling the relevant blockchain accounts or addresses through which they interact with the Offerings.

**2.2. NFT Prime May Discontinue Offerings.** NFT Prime shall have the right at any time to change or discontinue any or all aspects or features of the Offerings.

**2.3. NFT Prime May Deny Access to or Use of the Offerings.** NFT Prime reserves the right to terminate a User’s access to or use of any or all of the Offerings at any time, without or without notice, for violation of these Terms or for any other reason, or based on the discretion of NFT Prime. NFT Prime reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in NFT Prime’s sole discretion. Collectibles or other materials uploaded to the Offerings may be subject to limitations on usage, reproduction and/or dissemination; Users are responsible for adhering to such limitations if you acquire a Collectible. Users must always use caution when giving out any personally identifiable information through any of the Offerings. NFT Prime does not control or endorse the content, messages or information found in any Offerings and NFT Prime specifically disclaims any liability with regard to the Offerings and any actions resulting from any User’s participation in any Offerings.

**2.4. Monitoring.** NFT Prime shall have the right, but not the obligation, to monitor the content of the Offerings, to determine compliance with this time of use and any operating rules established by NFT Prime and to satisfy any law, regulation or authorized government request. NFT Prime shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted through the Offerings. Without limiting the foregoing, NFT Prime shall have the right to remove any material that NFT Prime, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

**2.5. Copyright Notice.** “NFT Prime” and its logos are trademarks of NFT Prime. All rights reserved. All other trademarks appearing in the Offerings are the property of their respective owners.

**2.6. Privacy Policy.** To access the Offerings, a User must explicitly consent to NFT Prime’s privacy and data security practices.

### **ARTICLE 3. USAGE OF WEBSITE**

**3.1. Nature of Avalanche System.** The Avalanche System is a public software utility deployed on AVAX, which is accessible directly through any AVAX node or indirectly through any compatible AVAX “wallet” application which interacts with such a node. Through the Avalanche System, any person may create, buy, sell and transfer Collectibles.

**3.2. License to Use the Website.** Each User, subject to and conditioned upon such User’s acceptance of and adherence to these Terms, is hereby granted a non transferable, personal, non-sub- licensable license to use the Website for their intended purposes.

**3.3. Alterations to Avalanche System.** NFT Prime may from time to time alter the list of smart contracts which are included in the Avalanche System by adding or removing bytecode addresses from the official list of smart contracts supported by the Website, including pursuant to upgrades, forks, security incident responses or chain migrations. In the event any bytecode is removed from the Avalanche System, users would no longer be able to interact with or read the data that is associated such bytecode through the Website. It is intended (though cannot be guaranteed) that Users would continue to be able to interact with such bytecode directly through any Avalanche node or indirectly through any compatible Avalanche wallet application, but such interactions may require technical expertise beyond those of most Users.

**3.4. Content.** All content on the Website is created by Users. NFT Prime makes no representations or warranties as to the quality, origin, or ownership of any content found in the Offerings. NFT Prime shall

not be liable for any errors, misrepresentations, or omissions in, of, and about, the content, nor for the availability of the content. NFT Prime shall not be liable for any losses, injuries, or damages from the purchase, inability to purchase, display, or use of content.

### **3.5. DMCA Notices for Claims of Copyright Infringement.**

**3.5.a. Takedown Requests.** NFT Prime will respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act. If a User or other person believes that their intellectual property rights have been infringed, please notify us immediately. For NFT Prime to respond, the complaint must provide the following information:

3.5.a.i. a physical or electronic signature of the copyright owner or of a person authorized to act on behalf of the copyright owner;

3.5.a.ii. a clear identification of the copyrighted work that is claimed to be infringing;

3.5.a.iii. identification of the online material that is claimed to be infringing, including, if possible, a URL representing a link to the material on the Website;

3.5.a.iv. information sufficient to permit NFT Prime to contact the complainant, such as email address, physical address, and/or telephone number;

3.5.a.v. statement that the complainant has a good-faith belief that the relevant material is being used in a way that is not authorized by the copyright owner, its agent, or under the law; and

3.5.a.vi. statement, made under penalty of perjury, that the above information is accurate, and the complainant is the copyright owner or is authorized to act on behalf of the copyright owner.

**3.5.b. Submission of Takedown Requests.** Users may submit their takedown requests using the following contact information:

NFT Prime, Inc.

FOUR EMBARCADERO CENTER SUITE 1400 #85,

San Francisco, California, 94111, United States of America

Email:

**3.5.c. DMCA Counter-Notices.** If a User believes that a User's material has been removed by mistake or misidentification, the User may provide NFT Prime with a written counter- notification containing the following information:

**3.5.c.i.** the User's name, address, telephone number, and email address;

**3.5.c.ii.** a description of the material that was removed, along with the URL where the content was posted in the Offerings prior to its removal;

**3.5.c.iii.** the following statement: "I swear, UNDER PENALTY OF PERJURY, that I have a good-faith belief that the material was removed or disabled due to a mistake or misidentification of the material to be removed or disabled";

3.5.c.iv. a statement that the User consents to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if the User’s address is outside of the United States, any jurisdiction in which the User may be properly served, and that the User will accept service of process from the person (or their agent) who filed the original DMCA notice; and

3.5.c.v. the User’s electronic or physical signature.

Upon receipt of a valid counter notification, NFT Prime will forward it to the party who submitted the original DMCA notification. The original party (or their representative) will then have ten (10) days to notify us that he or she has filed legal action relating to the allegedly infringing material. If NFT Prime does not receive any such notification within 10 days, NFT Prime may restore the material to the Offerings.

3.5.d. Repeat Infringers. NFT Prime reserves the right to terminate the accounts or block usage of the Offerings of any party who is a repeat infringer or who is repeatedly charged with infringement

#### **ARTICLE 4. FEES, COMMISSIONS, ROYALTIES AND OTHER CHARGES**

**4.1. Fees.** Creating, buying, selling or transferring Collectibles may be subject to fees, commissions, royalties and other charges (“*Fees*”) established from time to time in the sole discretion of NFT Prime, a Collectible creator or participants in the Avalanche ecosystem. On the date of initial publication of these Terms, Fees include: (a) service fees established by and payable to NFT Prime; (b) commissions on secondary sales of Collectibles, established by and payable to the creators of such Collectibles; and (c) “gas” (fees paid to Avalanche miners in AVAX through Users’ independent wallet applications as consideration for mining the Users’ transactions). Service fees may be adjusted from time to time in the sole discretion of NFT Prime. Commissions are set in the sole discretion of the Collectible creator and may range from 0% to 100%; in the event that a User acquires a Collectible with a 100% commission, the User will be unable to collect any proceeds of a sale of that Collectible on the Website. “Gas” fees are set by the User through the User’s independent AVAX wallet application, based on the market conditions on AVAX.

**4.2. Forms of Payment.** Fees may be paid or payable solely in the manner determined in the sole discretion of NFT Prime. On the date of initial publication of these Terms, all Fees must be paid in AVAX.

**4.3. Finality; No Refunds.** All transactions involving the Offering are final. All Fees relating are non-refundable except at the sole discretion of NFT Prime (for service fees and other fees within its control) or applicable third parties (Collectibles creators, AVAX miners, etc.).

#### **ARTICLE 5. ACCEPTABLE & PROHIBITED USES OF THE OFFERINGS**

**5.1. Acceptable Uses.** The Website and other Offerings are reserved exclusively for lawful consumer entertainment and artistic purposes (the “*Permitted Uses*”).

**5.2. Prohibited Uses.** Users must not, directly or indirectly:

5.2.a. employ any device, scheme or artifice to defraud, or otherwise materially mislead, NFT Prime Company, Website or any member of the Website, including by impersonating or assuming any false identity;

5.2.b. engage in any act, practice or course of business that operates or would operate as a fraud or deceit upon the NFT Prime, Website or any member of the Website;

5.2.c. violate, breach or fail to comply with any applicable provision of these Terms or any other terms of service, privacy policy, trading policy or other contract governing the use of any the Offerings or any relevant NFTs or Collectibles;

5.2.d. use the Offerings by or on behalf of a competitor of the NFT Prime or competing platform or service for the purpose of interfering with the Offerings to obtain a competitive advantage;

5.2.e. engage or attempt to engage in or assist any hack of or attack on the Website, Avalanche System or any member of the Website, including any “sybil attack”, “DoS attack” or “griefing attack” or theft of Collectibles, AVAX or funds, or upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property or interfere with the Offerings;

5.2.f. create, buy, sell or use any Collectible that infringes or in a manner infringing the copyright, trademark, patent, trade secret or other intellectual property or other proprietary rights of others, or upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws (including, copyright or trademark laws) or rights of privacy or publicity unless the applicable User owns or controls the rights thereto or has received all necessary consent to do the same;

5.2.g. commit any violation of applicable laws, rules or regulations;

5.2.h. use the Offerings in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages (commercial or otherwise);

5.2.i. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other;

5.2.j. publish, post, distribute or disseminate any profane, obscene, pornographic indecent or unlawful content, pictures, topic, name, material or information;

5.2.k. engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including

5.2.k.i. trading a Collectible at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Collectible, unduly or improperly influencing the market price for such Collectible or establishing a price which does not reflect the true state of the market in such Collectible;

5.2.k.ii. for the purpose of creating or inducing a false or misleading appearance of activity in a Collectible or creating or inducing a false or misleading appearance with respect to the market in a Collectible:

- A. executing or causing the execution of any transaction in a Collectible which involves no material change in the beneficial ownership thereof; or

- B. entering any order for the purchase or sale of a Collectible with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Collectible, has been or will be entered by or for the same or different parties; or

5.2.k.iii. 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 a Collectible;

5.2.l. utilize the Offerings to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions;

5.2.m. utilize the Offerings to buy, sell or advertise personal, professional or business services;

5.2.n. utilize the Offerings to engage in token-based or other financings of a business, enterprise, venture, DAO, software development project or other initiative, including ICOs, DAICOs, IEOs, “yield farming” or other token-based fundraising events; or

5.2.o. utilize the Offerings primarily as a general-purpose communications or messaging or social networking platform.

The foregoing matters are referred to herein as “*Prohibited Uses*”

### **5.3. Results of Prohibited Uses**

The above mentioned uses are not an exhaustive list. User agrees not allow or encourage any third party to use any of Offerings to commit any of the above-mentioned or similar uses. User also agrees to immediately notify NFT Prime in case a User violates or is accused of having violated any of these Terms. In such cases, NFT Prime reserves the right, but do not have the obligation to:

- Investigate Users use of our Services to determine whether a violation of these Terms has occurred, or to comply with any applicable law, legal process, or appropriate governmental request;
- Detect, prevent, or otherwise address fraud, security, or technical issues or respond to user support requests; or
- Manage Offerings in a manner designed to facilitate their proper functioning and protect the rights, property, and safety of ourselves and our users, partners, and the public.

In case a User violates Article 5, NFT Prime also has the right to:

- issue a warning and demand that you remedy your violation, where applicable;
- refuse, disable, or restrict certain portions of your access to our system;
- delete content or data that you have added to our system;
- completely ban you from accessing our system;

- delete account entirely from our system, with no liability
- take legal action against users who violate or are related to violate these Terms (including reports to law enforcement authorities)

In the interests of Users and the Offerings, in the event that any individual has had his or her account or access blocked or is banned under this Article, he or she is prohibited from creating or using another account on or seeking access to Website or Offerings, unless NFT Prime provides explicit permission.

## **ARTICLE 6. UPLOADING CONTENT**

Whenever User makes use of a feature that allows User to upload content to the Website, or to make contact with other users of Website, User must comply with the content standards set out in Article 5 above and in this section.

Any content User uploads to the Website will be considered non-confidential and non-proprietary. User retains all of ownership rights in the content, but User is required to grant NFT Prime and other users of Website a limited license to use, store and copy that content and to distribute and make it available to third parties. The rights a User licenses to NFT Prime are described in 7 below.

Uploading a content to our Services by User, User represents and warrants that User has, or has obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for content. User agrees that content will not contain material subject to copyright or other proprietary rights, unless User has the necessary permission or are otherwise legally entitled to post the material and to grant NFT Prime the license described in 7.

User warrants that any such content complies with these Terms, and User will be liable to NFT Prime and indemnify NFT Prime if that warranty is breached. This means that User will be liable for any loss or damage NFT Prime sustains as a result of User's breach of warranty.

NFT Prime has the right to remove any posting User makes on the Website if, in NFT Prime opinion, User's post does not comply with the content standards set out in accordance with these Terms. User is solely responsible for securing and backing up User's content.

## **ARTICLE 7. RIGHTS GRANTED TO NFT Prime**

When User uploads content to Website, User grants NFT Prime a license to access, use, host, cache, store, copy, reproduce, transmit, display, publish, distribute, adapt and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) User's content in any and all media or distribution methods (now know or later developed) but solely as required to be able to operate and provide Website.

User agrees that these rights and licenses are worldwide, non-exclusive, royalty-free, transferable, sub-licensable, worldwide and irrevocable (for so long as User's content is stored with Website), and include a right for NFT Prime to make User's content available to, and pass these rights along to, others with whom NFT Prime has contractual relationships related to the provision of the Website, and solely for purpose of providing Offerings, and to otherwise permit access to disclose User's content to third parties if NFT Prime determines such access is necessary to comply with legal obligations.

## ARTICLE 8. REPRESENTATIONS AND WARRANTIES

Each User hereby represents and warrants to NFT Prime that the following statements and information are accurate and complete at all relevant times. In the event that any such statement or information becomes untrue as to a User, User shall immediately divest and cease accessing and using all other Services.

**9.1. Status.** If User is an individual, User is of legal age in the jurisdiction in which User resides (and in any event is older than thirteen years of age) and is of sound mind. If User is a business entity, User is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized, and has all requisite power and authority for a business entity of its type to carry on its business as now conducted.

**9.2. Power and Authority.** User has all requisite capacity, power and authority to accept the terms and conditions of these Terms and to carry out and perform its obligations under these Terms. These Terms constitute a legal, valid and binding obligation of User enforceable against User in accordance with its terms.

**9.3. No Conflict; Compliance with law.** User agreeing to these Term and buying, selling holding, using or receiving Services does not constitute, and would not reasonably be expected to result in (with or without notice, lapse of time, or both) a breach, default, contravention or violation of any law applicable to User, or contract or agreement to which User is a party or by which User is bound.

**9.4. Absence of Sanctions.** User is not, (and, if User is an entity, User is not owned or controlled by any other person who is), and is not acting on behalf of any other person who is, identified on any list of prohibited parties under any law or by any nation or government, state or other political subdivision thereof, any entity exercising legislative, judicial or administrative functions of or pertaining to government such as the lists maintained by the United Nations Security Council, the U.S. government (including the U.S. Treasury Department's Specially Designated Nationals list and Foreign Sanctions Evaders list), the European Union (EU) or its member states, and the government of a User home country.

User is not, (and, if User is an entity, User is not owned or controlled by any other person who is), and is not acting on behalf of any other person who is, located, ordinarily resident, organized, established, or domiciled in Cuba, Iran, North Korea, Sudan, Syria, the Crimea region (including Sevastopol) or any other country or jurisdiction against which the U.S. maintains economic sanctions or an arms embargo. The tokens or other funds a User use to participate in the Website or acquire Collectibles or AVAX are not derived from, and do not otherwise represent the proceeds of, any activities done in violation or contravention of any law.

**9.5. No Claim, Loan, Ownership Interest or Investment Purpose.** User understands and agrees that the User's purchase, sale, holding, receipt and use of AVAX and the other Offerings does not:(a) represent or constitute a loan or a contribution of capital to, or other investment in NFT Prime or any business or venture; (b) provide User with any ownership interest, equity, security, or right to or interest in the assets, rights, properties, revenues or profits of, or voting rights whatsoever in, NFT Prime or any other business or venture; and (c) create or imply or entitle User to the benefits of any fiduciary or other agency relationship between NFT Prime or any of its directors, officers, employees, agents or affiliates, on the on hand, and User, on the other hand. User is not entering into these Terms or buying, selling,

holding receiving or using AVAX for the purpose of making an investment with respect to NFT Prime or its securities, but solely wishes to use the Website for its intended purposes in order to participate in the protection and improvement of the use and enjoyment of the Website for such purposes. User understands and agrees that NFT Prime will not accept or take custody over any Collectibles, AVAX, cryptocurrencies or other assets of User and has no responsibility or control over the foregoing.

**9.6. Non-Reliance.** User is knowledgeable, experienced and sophisticated in using and evaluating blockchain and related technologies and assets, including AVAX, Ethereum, NFTs, Collectibles and “smart contracts”. User has conducted its own thorough independent investigation and analysis of the Website, AVAX and the other matters contemplated by these Terms, and has not relied upon any information, statement, omission, representation or warranty, express or implied, written or oral, made by or on behalf of NFT Prime in connection therewith, except as expressly set forth by NFT Prime in these Terms.

## **10. RISKS, DISCLAIMERS AND LIMITATIONS OF LIABILITY.**

**10.1. No Consequential, Incidental or Punitive Damages.** Notwithstanding anything to the contrary contained in these Terms, NFT Prime shall not be liable to any person, whether in contract, tort (including pursuant to any cause of action alleging negligence), warranty or otherwise, for special, incidental, consequential, indirect, punitive or exemplary damages (including but not limited to lost data, lost profits or savings, loss of business or other economic loss) arising out of or related to these Terms, whether or not NFT Prime has been advised or knew of the possibility of such damages, and regardless of the nature of the cause of action or theory asserted.

**10.2. Limitation of Liability.** NFT Prime’s liability for damages to each User shall in all cases be limited to, and under no circumstances shall exceed, NFT Prime’s service fees actually received by NFT Prime from such User.

**10.3. Disclaimer of Representations.** The Offerings are being provided on an “AS IS” and “AS AVAILABLE” basis. To the fullest extent permitted by law, NFT Prime is not making, and hereby disclaims, any and all information, statements, omissions, representations and warranties, express or implied, written or oral, equitable, legal or statutory, in connection with the Offerings and the other matters contemplated by these Terms, including any representations or warranties of title, non-infringement, merchantability, usage, security, uptime, reliability, suitability or fitness for any particular purpose, workmanship or technical quality of any code or software used in or relating to the Offerings. User acknowledges and agrees that use of the Offerings is at the User’s own risk.

**10.4. No Responsibility for Collectibles; No Guarantee of Uniqueness or IP.** NFT Prime has no responsibility for the Collectibles created or traded by Users on the Website. NFT Prime does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Collectible created or traded by Users on the Website.

**10.5. No Professional Advice or Liability.** All information provided by or on behalf of NFT Prime is for informational purposes only and should not be construed as professional, accounting or legal advice. Users should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of NFT Prime. Before Users make any financial, legal, or other decisions involving the Offerings, Users should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate.

**10.6. Limited Survival Period for Claims.** Any claim or cause of action a User may have or acquire in connection with the Offerings or any of the other matters contemplated by these Terms shall survive for the shorter of, and may be brought against NFT Prime solely prior to: (a) the expiration of the statute of limitations applicable thereto; and (b) the date that is six months after the date on which the facts and circumstances giving rise to such claim or cause of action first arose.

**10.7. Third-Party Offerings and Content.** References, links or referrals to or connections with or reliance on third-party resources, products, services or content, including smart contracts developed or operated by third parties, may be provided to Users in connection with the Offerings. In addition, third parties may offer promotions related to the Offerings. NFT Prime does not endorse or assume any responsibility for any activities of or resources, products, services, content or promotions owned, controlled, operated or sponsored by third parties. If Users access any such resources, products, services or content or participate in any such promotions, Users do so solely at their own risk. Each User hereby expressly waives and releases NFT Prime from all liability arising from User's use of any such resources, products, services or content or participation in any such promotions. User further acknowledges and agrees that NFT Prime shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such resources, products, services, content or promotions from third parties.

#### **10.8. Certain Uses and Risks of Blockchain Technology.**

**10.8.1. Use of Blockchain Technology.** NFT Prime utilizes experimental cryptographic technologies and blockchain technologies, including tokens, cryptocurrencies, stablecoins, "smart contracts," consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems in performing the Offerings. Each User acknowledges and agrees that such technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation and effects and risks thereof and the application of existing law thereto.

**10.8.2. Certain Risks of Blockchain Technology.** The technology utilized in delivering the Offerings depends on public peer-to-peer networks such as Avalanche or Ethereum that are not under the control or influence of NFT Prime and are subject to many risks and uncertainties. Users are solely responsible for the safekeeping of the private key associated with the blockchain address used to participate in the Offerings. NFT Prime will not be able to restore or issue any refund in respect of any Collectibles or AVAX due to lost private keys. If a User are not able to spend or use a Collectible or AVAX due to loss or theft of the corresponding private key or otherwise, a User will be unable to exercise their rights with respect to such Collectible or AVAX..

**10.8.3. Certain Risks of Smart Contract Technology.** Collectibles, AVAX and other digital assets relevant to the Website depend on the Avalanche System or other smart contracts deployed to AVAX, some of which may be coded or deployed by persons other than NFT Prime. Once deployed to Ethereum, the code of smart contracts, including the Avalanche System, cannot be modified. In the event that the Avalanche System or other smart contracts are adversely affected by malfunctions, bugs, defects, malfunctions, hacking, theft, attacks, negligent coding or design choices, or changes to the protocol rules of AVAX, Users may be exposed to a risk of total loss and forfeiture of all Collectibles, AVAX and other relevant digital assets. NFT Prime assumes no liability or responsibility for any of the foregoing matters, except as otherwise expressly provided by these Terms or required by applicable law.

**10.8.4. Asset Prices.** The fiat-denominated prices and value in public markets of assets such as AVAX, ETH, NFTs, Collectibles have historically been subject to dramatic fluctuations and are highly volatile.

As relatively new products and technologies, blockchain-based assets are not widely accepted as a means of payment for goods and services. A significant portion of demand for these assets is generated by speculators and investors seeking to profit from the short- or long-term holding of blockchain assets. The market value of any AVAX, ETH, NFT, Collectible may decline below the price for which a User acquires such asset through the Website or on any other platform. User acknowledges and agrees that the costs and speeds of transacting with cryptographic and blockchain-based systems such as AVAX or Ethereum are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use any AVAX, ETH, NFTs, Collectibles or other digital assets associated with the Website.

**10.8.5. Regulatory Uncertainty.** Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties, and the Website, NFTs, Collectibles, AVAX, Ethereum and other digital assets could be adversely impacted by one or more regulatory or legal inquiries, actions, suits, investigations, claims, fines or judgments, which could impede or limit the ability of User to continue the use and enjoyment of such assets and technologies.

**10.8.6. Cryptography Risks.** Cryptography is a progressing field. Advances in code cracking or technical advances such as the development of quantum computers may present risks to AVAX, Ethereum, the Website, NFTs, Collectibles and other digital assets, including the theft, loss or inaccessibility thereof.

**10.8.7. Fork Handling.** AVAX, Avalanche System, the NFTs, the Collectibles and other digital assets may be subject to “forks.” Forks occur when some or all persons running the software clients for a particular blockchain system adopt a new client or a new version of an existing client that: (i) changes the protocol rules in backwards-compatible or backwards-incompatible manner that affects which transactions can be added into later blocks, how later blocks are added to the blockchain, or other matters relating to the future operation of the protocol; or (ii) reorganizes or changes past blocks to alter the history of the blockchain. Some forks are “contentious” and thus may result in two or more persistent alternative versions of the protocol or blockchain, either of which may be viewed as or claimed to be the legitimate or genuine continuation of the original. NFT Prime may not be able to anticipate, control or influence the occurrence or outcome of forks, and does not assume any risk, liability or obligation in connection therewith. Without limiting the generality of the foregoing, NFT Prime does not assume any responsibility to notify a User of pending, threatened or completed forks. NFT Prime will respond to any forks as NFT Prime determines in its sole and absolute discretion, and NFT Prime shall not have any duty or obligation or liability to a User if such response (or lack of such response) acts to a User detriment. A User assumes full responsibility to independently remain apprised of and informed about possible forks, and to manage a User own interests in connection therewith.

**10.8.8. Essential Third-Party Software Dependencies.** The Avalanche System and other smart contracts are public software utilities which are accessible directly through any AVAX node or indirectly through any compatible AVAX “wallet” application which interacts with such a node. Such software constitutes an essential third-party or user dependency without which the Website cannot be utilized and NFTs, Collectibles, AVAX and other relevant digital assets cannot be traded or used. Collectibles created on Website have their Collectible Descriptors stored on the IPFS system through an IPFS node operated by NFT Prime, but NFT Prime cannot guarantee continued operation of such IPFS node or the integrity and persistence of data on IPFS.

**10.9. Legal Limitations on Disclaimers.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the

disclaimers and limitations set forth in these Terms may not apply in full to specific Users. The disclaimers and limitations of liability provided in these terms shall apply to the fullest extent permitted by applicable law.

**10.10. Officers, Directors, Etc.** All provisions of these Terms which disclaim or limit obligations or liabilities of NFT Prime shall also apply, *mutatis mutandis*, to the officers, directors, members, employees, independent contractors, agents, stockholders, debtholders and affiliates of NFT Prime.

**10.11. Indemnification.** Each User shall defend, indemnify, compensate, reimburse and hold harmless NFT Prime (and each of its officers, directors, members, employees, agents and affiliates) from any claim, demand, action, damage, loss, cost or expense, including without limitation reasonable attorneys' fees, arising out or relating to (a) User's use of, or conduct in connection with, the Offerings; (b) User's violation of these Terms or any other applicable policy or contract of NFT Prime; or (c) your violation of any rights of any other person or entity.

## **11. GOVERNING LAW; DISPUTE RESOLUTION.**

**11.1. Governing law.** These Terms shall be governed by and construed and interpreted in accordance with the laws of the state of California irrespective of the choice of laws principles of the state of California, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies. Although the Offerings may be available in other jurisdictions, each User hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific personal jurisdiction over NFT Prime in any forum outside the State of California.

**11.2. Settlement Negotiations.** If a User has a potential legal dispute, claim or cause of action against NFT Prime, the User shall first (prior to initiating any litigation proceedings) contact NFT Prime by sending an email to [dispute](mailto:dispute@nftprime.com) or [info @nftprime.com](mailto:info@nftprime.com) describing the nature of the potential dispute, claim or cause of action and providing all relevant documentation and evidence thereof.

In case a User wants to contact with NFT Prime, User shall follow these steps to ensure a fast and relevant response:

- The subject of email shall provide a brief, generalized, explanation of the problem, complaint or inquiry.
- The body of email shall explain, in detail, the problem or inquiry.
- The language of email shall be English. If a User sends an email in another language, User may receive a response informing the User that it is unable to assist User. Alternatively, it is recommended to use an online translation service, but User can experience slower response and the responses may not necessarily be accurate because of the translation service used by User. Therefore it strongly urges Users to contact NFT Prime in English.

User shall use commercially reasonable efforts to negotiate a settlement of any such legal dispute, claim or cause of action within 60 days of the delivery of such email. Any such dispute, claim or cause of action that is not finally resolved by a binding, written settlement agreement within such 60 days shall be brought and resolved exclusively in accordance with the following provisions of this Section 11.

### **11.3. Agreement to Binding, Exclusive Arbitration.**

**11.3.1. Mandatory Binding Arbitration.** Except as set forth in Section 11.2, all claims, disputes and controversies directly or indirectly arising out of or in connection with or directly or indirectly relating to these Terms or any of the matters or transactions contemplated by these Terms (for the avoidance of doubt, including any claim seeking to invalidate, or alleging that, all or any part of these Terms is unenforceable, void or voidable) (such claims, disputes and controversies, collectively, “*Disputes*”) shall be finally settled by binding arbitration, rather than in court. The arbitrator, and not any federal, state or local court, agency or other governmental authority, shall have exclusive authority to resolve all Disputes.

**11.3.2. Waiver of Jury Trial.** The parties hereby acknowledge, represent and warrant that they understand that: (i) there is no judge or jury in arbitration, and, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial concerning Disputes; (ii) in some instances, the costs of arbitration could exceed the costs of litigation; (iii) the right to discovery may be more limited in arbitration than in court; and (iv) court review of an arbitration award is limited. The Federal Arbitration Act and federal arbitration law apply to these Terms. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to these Terms or the transactions contemplated hereby.

**11.4. Arbitration Procedures.** NFT Prime or any User may initiate an arbitration proceeding by delivering written notice to the other, whereupon the parties shall reasonably cooperate to select an arbitrator and submit the relevant Dispute to such arbitrator. In the event the parties are unable to agree on the selection of an arbitrator within 15 days from the filing of a demand for arbitration, the American Arbitration Association (the “AAA”) shall appoint the arbitrator. Any such arbitration shall be administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the AAA excluding any rules or procedures governing or permitting class actions. NFT Prime will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and reasoned, and binding on the parties, and may be entered by any party as a judgment in any court of competent jurisdiction.

**11.5. Seat of Arbitration.** The seat of arbitration shall be San Francisco, California. The arbitrator may choose to have the arbitration of any Dispute conducted by telephone, based on written submissions, or at a mutually agreed location; provided, however, that NFT Prime may opt to transfer the venue of any arbitration hearing to San Francisco, California in the event that it agrees to pay any additional fees or costs a User may reasonably incur as a result of the change in venue, as determined by the arbitrator, and, subject to the foregoing, a User hereby agree to submit to the personal jurisdiction of any federal or state court in San Francisco, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

**11.6. Confidentiality of Arbitration.** Except to the extent necessary to enforce their respective rights under these Terms or as otherwise required by applicable law, the parties undertake to maintain confidentiality as to the existence and events of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This provision shall survive the termination of the arbitral proceedings.

**11.7. Class Action Waiver.**

**11.7.1. No Class Actions Permitted.** All Users hereby agree that any arbitration or other permitted action with respect to any Dispute shall be conducted in their individual capacities only and not as a class action or other representative action, and the Users expressly waive their right to file a class action or seek relief on a class basis. Users shall bring claims against NFT Prime other only in their individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

**11.7.2. Agreements if Class Action Waiver Unenforceable.** If any court or arbitrator makes a final, binding and non-appealable determination that the class action waiver set forth in this Section 10.7 is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void with respect to any Dispute that would thus be required to be resolved by arbitration on a class basis, and the parties shall be deemed to have not agreed to arbitrate such Dispute. In the event that, as a result of the application of the immediately preceding sentence or otherwise, any Dispute is not subject to arbitration, the parties hereby agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in San Francisco, California and to accept service of process by mail with respect to such Dispute, and hereby waive any and all jurisdictional and venue defenses otherwise available with respect to such Dispute.

**11.8. California End-User Consumer Rights.** In accordance with California Civil Code Sec. 1789.3, if a User is a California State resident, the User may file grievances and complaints regarding the Offerings with the California Department of Consumer Affairs, Consumer Information Division; 1625 North Market Blvd., Suite N 112, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by phone at 800- 952-5210; or by email to: [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **12. MISCELLANEOUS**

**12.1. Headings.** The headings and captions contained in these Terms are for convenience of reference only, shall not be deemed to be a part of these Terms and shall not be referred to in connection with the construction or interpretation of these Terms.

**12.2. Successors and Assigns.** These Terms shall inure to the benefit of NFT Prime, the Users, and their respective permitted successors, permitted assigns, permitted transferees and permitted delegates and shall be binding upon all of the foregoing persons and any person who may otherwise succeed to any right, obligation or liability under these Terms by operation of law or otherwise. A User shall not share or provide a copy of, or transfer to, or the private key associated with any Offerings without notifying such person that such person shall be bound by and become a party to these Terms by virtue of thereof (or if the transferor has a reasonable belief that the transferee is aware of these Terms). A User shall not assign any of a User rights or delegate any of a User liabilities or obligations under these Terms to any other person without NFT Prime's advance written consent. NFT Prime may freely assign, transfer or delegate its rights, obligations and liabilities under these Terms to the maximum extent permitted by applicable law.

**12.3. Severability.** In the event that any provision of these Terms, or the application of any such provision to any person or set of circumstances, shall be determined by an arbitrator or court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent: (a) the remainder of these Terms, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law; and (b) NFT Prime shall have the right to modify these Terms so as to effect the original intent of the parties as

closely as possible in an acceptable manner in order that the transactions contemplated hereby be consumed as originally contemplated to the fullest extent possible.

**12.4. Force Majeure.** NFT Prime shall not incur any liability or penalty for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated hereby by reason of any occurrence that is not within its control (including any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, or the unavailability, disruption or malfunction of the Internet, the World Wide Web or any other electronic network, blockchain or Avalanche System or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack on the foregoing or any aspect thereof, or on the other software, networks and infrastructure that enables NFT Prime to provide the Offerings.), it being understood that NFT Prime shall use commercially reasonable efforts, consistent with accepted practices in the industries in which NFT Prime operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.

**12.5. Amendments and Modifications.** These Terms may only be amended, modified, altered or supplemented by or with the written consent of NFT Prime. NFT Prime reserves the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms from time to time. The most current version of these Terms will be posted on the Website. Any changes or modifications will be effective immediately upon the modified Terms being posted to the Website. A User shall be responsible for reviewing and becoming familiar with any such modifications. A User hereby waives any right a User may have to receive specific notice of such changes or modifications. User shall check the Website and related documentations (“Terms and Conditions, Privacy Policy, Cookies Policy”) from time to time and be aware of any changes, as they are binding. Use of the Offerings by a User after any modification of these Terms constitutes a User acceptance of the modified Terms. If a User does not agree to any such modifications, a User must immediately stop using the Offerings.

**12.6. No Implied Waivers.** No failure or delay on the part of NFT Prime in the exercise of any power, right, privilege or remedy under these Terms shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. NFT Prime shall not be deemed to have waived any claim arising out of these Terms, or any power, right, privilege or remedy under these Terms, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of NFT Prime, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

**12.7. Entire Agreement.** These Terms constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.