

## Terms of Service

### **Introduction**

These Terms of Service (these “Terms”) govern access to and use of certain products, services and properties made available by <https://www.raresense.so>, owned and operated by Rare Sense Inc (“Rare Sense,” “we,” “us” or “our”). As used herein, the term “you” refers to each individual who enters into these Terms on such individual’s own behalf as a “User” or any entity on behalf of which an individual enters into these Terms. Our products and services include, but are not limited to, the creation, purchase, sale, or exchange of digital assets; our online and/or mobile services, website (“Site”), and software provided to effectuate those services (collectively, the “Service”).

Rare Sense facilitates a platform for creators, buyers, and sellers of digital assets and other products. Rare Sense is not a broker, financial institution, or creditor. The service is administrative in nature. Rare Sense facilitates transactions between the buyer and seller but is not a party to any contract between the buyer and seller, or a party to any other agreement derived from the contract between buyers and sellers. It is agreed by site users that sellers shall be an intended third-party beneficiary of these terms with respect to the sold NFT Experiences and seller’s rights with respect thereto.

Site users bear the full responsibility for ensuring the identity and authenticity of NFT Experiences purchased via the Rare Sense’s platform. Rare Sense makes no representations or warranties regarding the authenticity of any digital asset sold on its platform. Use of the Service and Site are at the Users’ own risk.

PLEASE READ THESE TERMS CAREFULLY. By using our Site, Services or otherwise indicating your acceptance (for example, by agreeing when creating or logging into your account, clicking “I Agree,” or completing the minting process etc.), you represent and warrant that you have read, understand, and agree to be bound by these Terms. If you do not agree, do not access or use our Site or Services.

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.

Rare Sense reserves the right to change or modify these Terms at any time and in our sole discretion. Please review our “Change to These Terms” section for more details. We encourage you to review these Terms 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.

### **Our Service**

The Service is an online platform that allows users to Mint (as defined below) and buy, sell or resell, or offer to buy, offer to sell or resell unique non-fungible tokens (“NFTs”), and any digital and/or non-digital products, services, experiences and/or benefits to be furnished by or on behalf of sellers in connection with the sale of such NFTs (collectively with the NFTs, “NFT Experiences”), implemented on the one or more blockchain platform networks (the each, a “Blockchain Platform”) using smart contracts. Account registration is required for use of Minting services. In addition to the services stated above, celebrity users may provide “interaction” experiences to NFT buyers.

The Service is unique in that a portion of users who Mint are “Celebrities” and/or “Public Figures.” Although Celebrities and Public Figures are users and bound to these terms and conditions, Celebrities and Public Figures shall dictate, in their sole discretion, all the rights and descriptions related to the NFT and NFT experiences except those exclusively reserved by Rare Sense in this or any other agreement. Rare Sense shall assume no liability arising from any conflicts, disputes, or controversies between Celebrities and/or Public Figures and buyers or resellers.

### **Account Registration**

To use certain features of the Service you will need to register for an account on the Service (“Account”). Account registrants must be at least eighteen (18) years old. When creating an account, you agree to (i) provide accurate, current, and complete Account information about yourself, (ii) maintain and promptly update as necessary your Account information, (iii) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (iv) notify Rare Sense of any possible breach in security of your Account. You may not have more than one Account, and Rare Sense reserves the right to block multiple accounts of the same user. You further agree that you will not allow access to your account or username to third parties without our express written permission; register for a new account after deletion of an old account for violation of these terms.

Rare Sense may require you to provide excess information and/or documents at the request of Rare Sense or any other authority or to help Rare Sense comply with applicable law, regulation, or policy, including laws related to money laundering or terrorism. For example, you may be required to complete our Know Your Customer onboarding requirements, if requested by Rare Sense. In such cases, Rare Sense, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been received, reviewed, and accepted. Failure to comply with this section will result in further canceling of transactions, reporting, and/or cancellation of Account(s).

You consent to receive electronic communications from Rare Sense (e.g., via email or by posting notices to the Service). These communications may include notices about your Account (e.g., password changes and other transactional information) 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, any requirements 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.

When you register for an Account, you hereby represent and warrant, to and for the benefit of Rare Sense and its affiliates, that you have all requisite capacity, authority, power, and/or license to enter into and perform your obligations under these terms and that all information provided to Rare Sense is accurate. You further represent and warrant that you are sophisticated and informed in the area of Minting, listing, buying, selling or trading of any NFT Experiences. Any purchase, sale, Minting, or other action taken on the Rare Sense platform is done independently and of your own volition.

## **General Price and Payment**

All pricing and payment terms are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of purchase. Rare Sense is not a party to any transaction on the Service between sellers and buyers. Terms of price and payment shall dictate the type of currency required for each transaction. Those terms shall be binding on the buyer and seller. Rare Sense may charge a fee to sellers when NFT Experiences are sold. Rare Sense, via its third party payment processor, may accept, settle, or otherwise process payments made in cryptocurrency. In some instances, Rare Sense, via its third-party processor, may facilitate payments of fiat currency. You shall be bound by Rare Sense' third-party processor's terms and conditions. Rare Sense reserves the right to change its payment processing services at any time. Rare Sense shall effectively be a limited agent with regard to payments derived from minting of NFT Experiences and their subsequent sale. Rare Sense reserves the right to holdback any amounts due and/or owing when facilitating such payments as agent.

## **Minting and Listing Specific Terms**

### *Minting*

Users may use the Service to create a NFT likeness profile (“NFT Likeness”) and upon a sale of a NFT, mint such a NFT Experience on a Blockchain Platform. Such users are Minters or NFT Minters. Before a NFT is minted, a NFT will be assigned a likeness profile to be marketed and sold. Upon a sale of a NFT, Rare Sense will mint the NFT on the blockchain.

By Minting a NFT Experience or otherwise using the Service, you acknowledge that you have ownership rights and/or proper licensing rights to the intellectual property of the underlying digital assets (if any) the NFT Experience may be based on; and agree to comply with any terms, including licenses or payment rights, that you embed within or otherwise include with the NFT Experience.

Rare Sense may offer, but is not required to, assist you when you prepare descriptions and terms of a NFT Experience under the NFT Likeness for the purpose of listing on the Rare Sense platform. By reviewing, assisting, and/or approving the descriptions of a NFT Experience, you agree Rare Sense is not offering any legal, financial, insurance, tax, investment or associated advice. No agency relationship is created between Celebrities and/or Public Figures and Rare Sense by virtue of use of the Service.

After a NFT is sold to a buyer and during the NFT Minting process, Rare Sense will assign the buyer's user account as the owner of the NFT, and such assignment will be saved in the smart contract. The NFT will be stored under Rare Sense's public wallet.

### *Listing Guidelines*

Rare Sense, in its sole discretion, may allow or refuse the listing of any minted NFT, NFT Likeness, and/or NFT Experiences (collectively “NFT Profile”). Rare Sense has the right, in its sole discretion to approve and/or remove any draft and/or finalized listing at any time. Rare Sense is not and shall not be a party to any transaction or dispute between the Minter of a NFT Experience and any buyer or would be buyer or title holder of that NFT Experience. Prior or during the listing timeframe, if Rare Sense receive a third-

party complaint of intellectual property infringement to the listed NFT Profile, Rare Sense has the sole discretion to remove such listing and/or destroy the associated NFTs.

Any NFT Experiences that may be deemed by Rare Sense to be illegal, disruptive, inappropriate, dangerous, or otherwise not permitted may be denied listing or be removed at any time. No NFT Experiences shall be permitted that:

- Relates to transactions of weapons of any kind, including but not limited to firearms, ammunition, knives, explosives, or related accessories;
- Relates to controlled substances, including but not limited to narcotics, prescription drugs, steroids, or related paraphernalia or accessories;
- Relates to pornography or prostitution;
- Relates to ambling activities including but not limited to sports betting, casino games, horse racing, dog racing, lotteries, games of chance, sweepstakes, games of skill that may be classified as gambling (i.e., poker), or other activities that facilitate any of the foregoing;
- Facilitates money-laundering or terrorist financing;
- Facilitates or relates to any sort of Ponzi scheme, pyramid scheme, or multi-level marketing program;
- Sense or services that infringe or violate any copyright, trademark, or proprietary rights under the laws of any jurisdiction (United States or Internationally);
- Provides debt settlement, refinance, or credit repair services;
- Provides court-ordered payments, structured settlements, tax payments, or tax settlements;
- Provides lottery contracts, layaway systems, or annuities;
- Provides counterfeit Sense;
- have underlying intellectual property subject to third party infringement;
- Facilitates or relates to wash trading, frontrunning, insider trading, market manipulation or other forms of market-based fraud or deceit;
- Purchase goods of any type from Tor hidden service markets or “Darknet” markets, or any other service or website that acts as a marketplace for illegal Sense (even though such marketplace might also sell legal Sense);
- Promote self-harm, suicide, bias, prejudice, violence, or other morally defunct material;
- Promote violence, terrorism, or extremism; or
- Facilitates any other activity that is against the laws and regulations of United States

## **Seller and Reseller Specific Terms**

### *Ownership; Replacement*

Prior to purchase by a buyer, the Minter, creator and/or seller of the NFT acknowledge and agree that such NFTs will not be minted till the NFT Likeness is sold. After a NFT is sold to a buyer and during the NFT Minting process, Rare Sense will assign the buyer's user account as the owner of the NFT, and such assignment will be saved in the smart contract. The NFT will be stored under Rare Sense’s public wallet.

### Payment Timeframe

Payment for purchased NFT will be released to the seller or reseller upon the expiration of the Refund Timeframe.

### Replacement

During the Refund Timeframe, if the NFT is lost or damaged due to fault of Rare Sense, the creator and/or seller agree to authorize Rare Sense to mint a new NFT to provide the buyer as a replacement, and such replacement NFT shall carry the same non-digital products, services and/or benefits to be furnished by or on behalf of sellers in connection with such NFTs. The foregoing is only applicable to newly minted NFTs, not resale NFTs. Subject to Rare Sense's sole discretion, such replacement may or may not be provided for resale NFTs.

### Resale

The Celebrity and/or Public Figure Minter and Rare Sense must both approve all resales proposed to be facilitated by the Service.

## **Buyer Specific Purchase Terms**

### NFT Release Timeframe

All NFT Experiences are subject to a Refund Timeframe of up to 90 days. The purchase NFT Experiences will be released to the buyer after the Refund Timeframe expires. During this Refund Timeframe, if the NFT is lost or damaged due to fault of Rare Sense, Rare Sense will provide the buyer with a replacement NFT, and such replacement NFT shall carry the same digital and/or non-digital products, services and/or benefits to be furnished by or on behalf of sellers in connection with such NFTs.

### Transactions and Payments

The fees and terms of NFT Experiences listed on Rare Sense are established by sellers. Buyers agree to pay all amounts due in accordance with the payment terms in effect when the purchase order is submitted, including any applicable service, transaction, or processing fees.

Transactions may be processed in U.S. dollars ("USD") or cryptocurrency as specified at point of purchase.

Buyer must provide the third-party payment provider with valid payment information (Cryptocurrency Wallet, Visa, MasterCard, or other issuer accepted by the payment provider). Buyer acknowledges and agrees that Rare Sense does not operate, own, or control the payment provider. Buyer's use of its payment card is governed by buyer's agreement with and the privacy policy of the payment provider, not these Terms.

Rare Sense reserves the right (but is under no obligation) to cancel a buyer's purchase request if: (i) buyer's payment method is declined; or (ii) a buyer has previously been banned or removed from Rare Sense for

any reason. Rare Sense also reserves the right at any time to change its fees and payment procedures, including its payment options and terms, either immediately upon posting on our Site or by other notice to the seller and buyer.

Payment Questions: If you have a question about a charge to your payment card, please contact [contact@rarsense.so](mailto:contact@rarsense.so).

### **Returns, Credits, and Refunds**

All purchases are subject to a 90-day refund timeframe (“Refund Timeframe”). If a buyer needs to request for a refund, please contact Rare Sense at [contact@rarsense.so](mailto:contact@rarsense.so). After this timeframe, all purchases become non-refundable.

Upon an initiation of an approved refund request, Rare Sense will i) send an authorization request for the transaction to be refunded; and ii) deliver a completed refund processing transaction receipt to you.

All pending refund and credits are managed, held and processed by Coinbase, the payment processor currently utilized on the Rare Sense platform. All users are required to adhere to the credits and refund policies of Coinbase or any other payment processor used for the user’s transaction. Buyers acknowledge and agree that other than the allowed refund time frame established by Rare Sense, the actual payment processing procedures and related refund credits are based on the terms and conditions of Coinbase([insert link here](#)).

In the event that Rare Sense provides payment processing options via other payment processor(s), all users will be required to adhere to the terms, credits and refund policies of such payment processor(s) in order to process a transaction.

### **KYC and Transaction Threshold**

Although Rare Sense does not impose a minimum or maximum transaction threshold, Rare Sense may be required to conduct mandatory Know Your Customer (KYC) procedures when cumulative transactions reach a certain threshold under our KYC policies. In addition, Celebrities and Public Figures may, at their sole discretion, conduct their own KYC procedures at any time including any KYC procedures triggered upon resale by either Rare Sense or Celebrities or Public Figures.

### **Intellectual Property; Ownership**

The creator and/or seller own and is solely responsible for any and all digital and/or non-digital products, services and/or benefits to be furnished by or on behalf of sellers in connection with the sale of NFTs. We or our licensors own all right, title, and interest in and to: (i) our Site and the “look and feel” of our Site, including all software, ideas, processes, data, text, media, and other content and services available on our Site (“Protected Content”); and (ii) our trademarks, logos, and brand elements (“Marks”). Our Site, Protected Content, and Marks are each protected under U.S. and international laws. You may not duplicate, copy, or reuse any portion of the minting codes and processes, HTML/CSS, JavaScript, visual design elements, or concepts without our prior express written consent.

All users explicitly acknowledge and agree that i) all materials and content including text, designs, graphics, pictures, information, or other files are the property of Rare Sense, its affiliates, or licensors; ii)

Rare Sense trademarks may not be copied or used without prior written permission; and iii) prior to a minted NFT is purchased by a buyer, such minted NFTs are owned by Rare Sense.

### **Third-Party Services/Terms**

Any links on the Rare Sense platform to third party services (“Third-Party Properties”) and applications (“Third-Party Applications”) are not affiliated with these terms and conditions and the use of those Third-Party-Properties and Third-Party-Applications will be governed by their own terms and conditions, if any. Such third-party may include, but is not limited to payment processing service(s). Rare Sense has no affiliation, control, or other relationship with said third parties.

### **Acceptable Use**

You agree that you shall not provide misrepresentations of material facts or otherwise misleading information to Rare Sense or its users; use another Account without authorization from Rare Sense; violate or attempt to violate the terms and conditions as stated herein; interfere with other users’ use and enjoyment of the Service; damage, harm, or impair the service in any way or attempt to discover information protected by Rare Sense security protocols; use or disseminate any Users’ data for profit or any other purpose; or, use Rare Sense Service for purposes of funding illegal activities including, but not limited to terrorism, money laundering or the unregistered sale of securities.

### **Copyright and Intellectual Property Policy**

We respond to notices of alleged copyright infringement and terminate access to our Site for repeat infringers. If you believe that materials on our site infringe copyright, please send the following information to the Copyright Agent named below: your address, telephone number, and email address; a description of the work that you claim is being infringed; a description of the material that you claim is infringing and are requesting be removed along with information about where it is located; a statement that you have “a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law”; an electronic or physical signature of the copyright owner (or a person authorized to act for the copyright owner); and a statement by you, made under penalty of perjury, that the information you are providing is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

ATTN: Rare Sense Copyright Department  
contact@rarsense.so

### **ASSUMPTION OF RISK RELATED TO NFT EXPERIENCES**

YOU ACKNOWLEDGE AND AGREE THAT THE PRICES OF DIGITAL ASSETS CAN BE VOLATILE AND SUBJECT TO EXTREME FLUCTUATION. NFT IS A TYPE OF DIGITAL ASSET, ALSO KNOWN AS CRYPTOCURRENCY. “CRYPTOCURRENCIES” REFERS TO DISTRIBUTED, DECENTRALIZED PEER-TO-PEER DIGITAL CURRENCIES, COINS, OR TOKENS, AND ACTIONS WITH CRYPTOCURRENCIES CARRY INHERENT RISKS. CRYPTOCURRENCIES ARE UNINSURED, FOR MOST PARTS UNREGULATED, AND DECENTRALIZED, AND THE VALUE OF ANY NFT OR ANY AMOUNT OF ANY CRYPTOCURRENCY IS SUBJECT TO

CHANGE DUE TO FLUCTUATING MARKET PRICES. RARE SENSE DOES NOT GUARANTEE A PROSPECTIVE PURCHASER OR SELLER'S PROFIT OR THE CONDITIONS OF ANY DIGITAL AND/OR NON-DIGITAL PRODUCTS, SERVICES AND/OR BENEFITS TO BE FURNISHED BY OR ON BEHALF OF SELLERS IN CONNECTION WITH SUCH NFTS. THE USER RETAINS FULL RESPONSIBILITY FOR THE OUTCOME OF EACH TRANSACTION, INCLUDING BUT NOT LIMITED TO THE TAX CONSEQUENCES ASSOCIATED THEREWITH. THE SERVICE IS BEHOLDEN TO CHANGES IN GOVERNMENTAL TREATMENT OF DIGITAL ASSETS AND MAKES NO REPRESENTATIONS AS TO THE CURRENT OR FUTURE LEGALITY OF DIGITAL CURRENCY, ITS USE OR TRANSFER. RARE SENSE CANNOT AND DOES NOT WARRANT OR GUARANTEE THE AUTHENTICITY OF ANY NFT EXPERIENCES OR THEIR LEGALITY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY "NFT EXPERIENCES" PURCHASED BY BUYERS FROM SELLERS WHO ARE CELEBRITIES AND/OR PUBLIC FIGURES ARE SUBJECT TO CANCELLATION, WITH OR WITHOUT NOTICE, AT THE SOLE DISCRETION OF THOSE SELLERS.

## **DISCLAIMERS**

THE SERVICE, CONTENT, LISTED NFT EXPERIENCES ARE SOLD AND HELD OUT FOR SALE "AS IS" WITHOUT WARRANTY OR CONDITIONS, EITHER EXPRESS OR IMPLIED. RARE SENSE MAKES NO PROMISE THAT THE SERVICE WILL SUIT YOUR INDIVIDUAL GOALS AND/OR NEED; BE TIMELY OR SECURE; OR, BE ACCURATE OR WITHOUT FAULT. RARE SENSE DISCLAIMS ALL WARRANTIES OR CONDITIONS INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES FITNESS FOR A PARTICULAR PURPOSE. RARE SENSE WILL NOT BE LIABLE FOR ANY LOSS DERIVED FROM ANY USER'S USE OF THE SERVICE. USERS ACCEPT THE SECURITY RISKS ASSOCIATED WITH ONLINE PLATFORMS AND SHALL HOLD RARE SENSE NOT RESPONSIBLE FROM ANY DAMAGES ARISING FROM A BREACH OF SECURITY OR ANY OTHER MALFEASANCE. RARE SENSE SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM USER ERROR; SERVER FAILURE; CORRUPTED FILES; UNAUTHORIZED ACCESS, OR ANY OTHER ACTS OR OMISSIONS THAT MAY RESULT IN USER DAMAGES.

## **LIMITATION OF LIABILITY**

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE, WHETHER AS BUYER OR SELLER, OF OUR SITE AND SERVICE IS AT YOUR OWN RISK AND THAT OUR SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RARE SENSE DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

UNDER NO CIRCUMSTANCE SHALL RARE SENSE BE LIABLE FOR DAMAGES ARISING FROM ANY DISPUTE BETWEEN CELEBRITIES AND/OR PUBLIC FIGURES AND BUYERS. BUYERS AGREE THAT PROCUREMENT OF ANY SERVICES FROM CELEBRITIES AND/OR



PUBLIC FIGURES, INCLUDING “NFT EXPERIENCES,” ARE AT YOUR OWN RISK AND ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITH REGARD TO ANY SERVICES PROVIDED BY CELEBRITIES AND/OR PUBLIC FIGURES, RARE SENSE DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

RARE SENSE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH OUR SERVICE OR THE CONTENT OF ANY SOCIAL MEDIA PLATFORM OR THIRD-PARTY WEBSITE LINKED TO OR INTEGRATED WITH OUR PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT RARE SENSE WILL HAVE NO LIABILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER HARM RESULTING FROM YOUR ACCESS TO OR USE OF THE PLATFORM; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS, ANY PERSONAL INFORMATION, OR USER DATA; (IV) ANY INTERRUPTION OF TRANSMISSION TO OR FROM OUR SITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED ON OR THROUGH OUR SITE; OR (VI) ANY DAMAGES, LOSSES, COSTS, EXPENSES, OR LIABILITIES OF ANY KIND INCURRED AS A RESULT OF ANY CONTENT POSTED OR SHARED THROUGH OUR SITE.

FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RARE SENSE IS EXCLUDED FROM LIABILITY FOR ANY LOSSES OR DAMAGES WHICH THE USER MAY SUFFER, WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY OR ARE IMMEDIATE OR CONSEQUENTIAL, WHICH FALL WITHIN ANY OF THE FOLLOWING CATEGORIES: (I) LOSS OF NFT AFTER NFT HAS BEEN RELEASED BY RARE SENSE TO THE USER; II) ANY USER’S LOSS OF NFT ARISING AS A RESULT OF ANY OF USER’S LOSS OF WALLET KEYS, USER’S ACTS OR OMISSIONS, OR ANY ACTS OR OMISSIONS OF ANY THIRD PARTY; AND (II) LOSS ARISING OUT OF OR IN CONNECTION WITH ANY OF THE FOLLOWING:

- (a) ANY DEFECT, BREACH, HACK OR INSECURITY IN ANY THIRD-PARTY SYSTEMS INVOLVED IN TRANSMITTING, RECEIVING AND/OR STORING NFTS;
- (b) ANY INACCURATE OR INCOMPLETE INFORMATION PROVIDED BY USER, INCLUDING, BUT NOT LIMITED TO, WALLET ADDRESS USED FOR RECEIVING NFTS, OR END USER USE ERRORS;
- (c) ANY CHANGES TO THE REGULATORY, LEGISLATIVE OR TECHNICAL ENVIRONMENT APPLICABLE TO CRYPTOCURRENCIES, TRANSMISSION AND/OR STORAGE OF CRYPTOCURRENCY;
- (d) ANY CHANGE IN THE VALUE OF NFTS.

FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RARE SENSE OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE NFT OR THE DIGITAL AND/OR NON-DIGITAL

PRODUCTS, SERVICES AND/OR BENEFITS TO BE FURNISHED BY OR ON BEHALF OF SELLERS AND CELEBRITIES AND/OR PUBLIC FIGURES IN CONNECTION WITH SUCH NFTS FOR:

(a) LOST PROFITS, COST OF SUBSTITUTE SENSE OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID TO RARE SENSE FOR THE SPECIFIC NFT TRANSACTION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

### **Dispute Resolution/Arbitration**

**Arbitration:** You and Rare Sense agree to resolve any disputes between you and Rare Sense through binding and final arbitration instead of through court proceedings. You and Rare Sense each hereby waive any right to a jury trial of any controversy, claim, counterclaim, or other dispute arising between you and Rare Sense relating to these Terms or our Site (each a “Claim,” and collectively, “Claims”). Any Claim will be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association (“AAA Rules”). The arbitration will be heard and determined by a single arbitrator. The arbitrator’s decision will be in writing, will include the arbitrator’s reasons for the decision, will be final and binding upon the parties, and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs, or other documents submitted or exchanged, any testimony or other oral submissions, and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies. Each party shall be responsible for its own costs and fees.

**No Preclusions:** This arbitration agreement does not preclude you or Rare Sense from seeking action by federal, state, or local government agencies. You and Rare Sense each also have the right to bring any qualifying Claim in small claims court. In addition, you and Rare Sense each retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request will not be deemed to be either incompatible with these Terms or a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

**No Class Representative or Private Attorney General:** You and Rare Sense each agree that with respect to any Claim, neither may: (i) act as a class representative or private attorney general, or (ii) participate as a member of a class of claimants. You agree that no Claim may be arbitrated on a class or representative

basis. The arbitrator can decide only individual Claims (whether brought by you or Rare Sense). The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

**Severability/No Waiver/Survival:** If any provision of this Section is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed and the remainder of this Section will continue in full force and effect. No waiver of any provision of this Section will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver will not waive or affect any other provision of these Terms. This Section will survive the termination of your relationship with Rare Sense.

## **Release**

Your acceptance of these terms and conditions acts as your full release of Rare Sense, its successors and assigns from any and all claims, demands, damages, or any other causes of action including injunctive relief, whether existing or prospective, known or unknown, that is/are derived either directly or indirectly from the Service or Site. This includes, but is not limited to, any and all claims, demands, damages, or any other causes of action including injunctive relief, whether existing or prospective, known or unknown that is/are derived either directly or indirectly from disputes between buyers and Celebrities or Public Figures.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Rare Sense and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners, vendors, and licensors from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorneys' fees and costs) of any kind or nature arising from, out of, in connection with, or relating to: (a) your use or misuse of Rare Sense' Site and its Services; (b) your breach of these Terms; or (b) your potential and/or actual infringement of third party intellectual properties.

You also agree to indemnify, defend, and hold harmless Rare Sense and its parents, subsidiaries, affiliates, officers, employees, directors, shareholders, agents, partners, vendors, and licensors from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including reasonable attorneys' fees and costs) of any kind or nature arising from, out of, in connection with, or relating to: any dispute between buyers and Celebrities and/or Public Figures including, but not limited to disputes relating to confidentiality, intellectual property, commercial claims, third party claims, and performance or non-performance of agreed terms.

## **Other Provisions**

### **Force Majeure**

Under no circumstances will any Rare Sense Party be liable for any delay or failure in performance due in whole or in part to any acts of God (such as earthquakes, storms, floods, etc.), unavoidable accidents, laws, rules, regulations or orders of government authorities, acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, embargoes, strikes, or any other event or cause beyond the reasonable control of any Rare Sense Party.

### Choice of Law and Jurisdiction

These Terms will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of laws rules or provisions. You agree that any action or proceeding of whatever nature arising from or relating to these Terms or our Site will be brought and filed only in Middletown, Delaware; and you consent and submit to such personal jurisdiction.

### Severability

If any provision of these Terms is found to be invalid or unenforceable, that provision will be deemed appropriately modified to give effect to the intent of the provision or, if modification is not possible, will be severed from these Terms and will not affect the enforceability of any other provision.

### No Waiver or Amendment

The failure by Rare Sense to enforce any right or provision of these Terms will not prevent Rare Sense from enforcing such right or provision in the future and will not be deemed to modify these Terms.

### Assignment

Rare Sense may, at any time, assign its rights and obligations under these Terms, including to an affiliated entity or in connection with a sale of assets, merger, acquisition, reorganization, bankruptcy, other transaction, or by operation of law.

### Miscellaneous

The term “including” in these Terms will be interpreted broadly and will mean “including, without limitation.” Titles are for convenience only and will not be considered when interpreting these Terms.

### **Changes to these Terms**

We may change these Terms. If we do, we will post the revised Terms on our Site and update the “Last Updated” date at the top of these Terms. The revised Terms will be effective immediately if you accept them (for example, by agreeing when you create an account or login to an existing account, or using or continuing to use our Site after the revised Terms have been posted); otherwise, they will be effective 30 days after posting.