

## Decent Media

### Terms of Service

Last Updated: 02.26.2024

#### 1. INTRODUCTION

These Terms of Service (these “**Terms**”) govern your access to and use of certain products, services and properties made available by Decent Media, Inc. (“**Decent**,” “**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 creation, purchase, sale, exchange, or modification of certain digital assets; our online and/or mobile services, including the site(s), apps or other properties through which these Terms are made available (collectively, the “**Website**”); the non-fungible tokens (“**NFT(s)**”) that can be created or issued (“**Minted**”) via the Services (“**Tokens**”) and implemented on a third-party blockchain (the “**Blockchain Platform**”); and software and APIs provided on, through, or in connection with each of those services (collectively with those services, 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 Service.

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 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.

THE SERVICE PROVIDES A USER INTERFACE THAT ENABLES END USERS TO INTERACT WITH THE DECENT PROTOCOL. WE ARE NOT A BROKER, PAYMENT PROCESSOR, FINANCIAL INSTITUTION, OR CREDITOR. YOUR USE OF THE DECENT PROTOCOL IS AT YOUR OWN RISK.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF NFTS YOU MINT OR PURCHASE THROUGH OR IN CONNECTION WITH THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY NFTS YOU MINT VIA THE SERVICES. DECENT MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF NFTS OFFERED FOR SALE ON OR THROUGH THE SERVICE.

PLEASE READ SECTION 19 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 WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR 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 7 OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM US.

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.

Decent 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. DECENT PROTOCOL**

a. Use of the Decent Protocol. The Decent Protocol is a system of smart contracts that enable cross-chain transactions, like the purchasing of NFTs and other digital assets (the “**Decent Protocol**”). The Decent Protocol is not a part of the Services. Decent does not monitor or control any use of the Decent Protocol by third parties and/or any use of the Decent Protocol that does not take place on or through the Services. Decent makes no representations or warranties about the functionality of the Decent Protocol. All use of the Decent Protocol is undertaken at your own risk, and Decent is not and shall not be liable to you or to any third party for any loss or damage arising from or connected to your or any third party’s use of the Decent Protocol. Notwithstanding anything to the contrary set forth herein, the terms of Section 16 (Assumption of Risk Related to Blockchain Technology), Section 18 (Disclaimers), and Section 19 (Limitation of Liability) of the Terms apply, mutatis mutandis, to any claims arising out of your use of the Decent Protocol.

b. No Updates or Modifications. Decent may, at its sole discretion, choose to release a new version of the Decent Protocol. The Services may not be interoperable with prior, abandoned, or outdated versions of the Decent Protocol.

## **3. OUR SERVICE**

a. Overview. The Services consist of the Website, Creator HQ (as defined below), Checkout Interface (as defined below), and any other products and services made available by Decent. Users of the Service may connect their Digital Wallet (as defined below) to the Service. Decent may make available, and may enable Users to make available, certain premium information, data, text, software, music, sound, photographs, graphics, videos, messages, tags and/or other materials (collectively, “**Content**”) via the Services.

- b. Checkout Interface. Decent has developed, and hosts, operates, and supports, an online platform through which users can interact with the Decent Protocol to initiate cross-chain transactions (the “**Checkout Interface**”), whether through the Website or through a third-party website or platform. The Decent Interface displays the conversion rate for proposed cross-chain transactions using data made available by one or more Third-Party Services (the “**Exchange Data**”), and enables you to initiate a cross-chain transaction through the Decent Protocol. Decent does not provide the Exchange Data and does not represent or warrant that the Exchange Data is accurate or complete. In particular, Decent does not guarantee that the rates provided in connection with the Exchange Data are the best rates available for a comparable transaction. As set forth in Section 2, above, you are solely responsible for your use of and interactions with the Decent Protocol.
- c. Minting a Token. Users may be able to use the Service to Mint a Token on the Blockchain Platform using certain tools (“**Creator HQ**”). By Minting a Token, you agree to comply with any terms, including licenses and payment rights you embed within or otherwise include with the Token. To the extent such Token is listed on the Service or any Third-Party Marketplace (as defined below), you shall disclose fully all such terms in the description of your listing of the Token. You are solely responsible for any Tokens you create through the Services, including for clearing the rights to any third-party Content included in your Tokens, including without limitation any intellectual property rights. Tokens listed for sale are being offered by the individuals seeking to sell such Tokens (“**Sellers**”), and the actual contracts for sale are between the Sellers and the individuals seeking to buy such Tokens (“**Buyers**”).
- d. Buying and Selling Tokens; Third-Party Marketplaces. The Services enable Users to offer for sale and sell Tokens through the Service and/or through one or more third-party marketplaces (each, a “**Third-Party Marketplace**”). Pricing and payment terms, including the specific details with relation to the offering of any Tokens, shall be set forth at point of sale. A User who has purchased a Token, whether in its initial sale (the “**Primary Sale**”) or otherwise, may be able to resell that Token (each such sale, a “**Secondary Sale**”) on a Third-Party Marketplace, e.g., OpenSea, subject to this Agreement and any terms and conditions for resale provided on the Marketplace.
- e. Disputes; Transactions with other Users. Except where explicitly set forth at point of sale, Decent is not the Seller of any Token and will not personally provide or deliver any Tokens. While we may, in our discretion, help facilitate resolution of disputes through various programs, we have no control over the quality of Tokens offered on or through the Services. We cannot control or guarantee the truth or accuracy of a User’s Content, the ability of Sellers to sell Tokens, the ability of Buyers to pay for Tokens, or that a Buyer and Seller will actually complete a transaction or deliver any Tokens. While Decent may provide pricing and guidance for Tokens sold by Sellers, such information is solely informational. We do not have control over the quality, timing, legality, failure to provide, or any aspect whatsoever of any reviews provided by Users, Tokens sold by Sellers, or of the integrity, responsibility, or any actions of any Users. Decent makes no representations about the suitability, reliability, timeliness or accuracy in public, private or offline interactions. When interacting with other Users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting offline with other

persons whom you don't know. NEITHER DECENT NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. DECENT AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICES OR YOUR USE OF OR INABILITY TO USE ANY TOKEN PURCHASED THROUGH THE SERVICES.

- f. KYC. PLEASE READ CAREFULLY THIS IMPORTANT INFORMATION ABOUT PROCEDURES FOR USING THE SERVICE. To help the government fight the funding of terrorism and money laundering activities, Decent reserves the right to obtain, verify, and record information that identifies each person who uses the Services. When you interact with the Checkout Interface, use the Creator HQ to offer a Token for sale through the Services, or otherwise engage in certain activities through the Services, we may ask you to provide additional information or copies of identifying documents that will allow us and/or our Payment Processor(s) (as defined below) to identify you. We reserve the right to require you to provide such additional information and documents. Failure to provide such information upon request, as well as any other violation of this Agreement, may result in your removal from the Services.
- g. Updates; Certain Restrictions. You understand that the Service are evolving. As a result, we may require you to accept updates to any of the Service that you have installed on your computer or mobile device. You acknowledge and agree that we may update the Service with or without notifying you. You may need to update third-party software from time to time in order to use the Service. Any future release, update or other addition to the Service shall be subject to the Agreement. Decent, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Service terminates the licenses granted by us pursuant to the Agreement.
- h. Open Source Software. You acknowledge and agree that the Service may use, incorporate or link to certain software made available under an "open-source" or "free" license ("OSS"), and that your use of the Service is subject to, and you agree to comply with, any applicable OSS licenses. Each item of OSS is licensed under the terms of the end-user license that accompanies such OSS. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the OSS. If required by any license for particular OSS, Decent makes such OSS, and Decent's modifications thereto, available by written request at the notice address specified below.
- i. Beta Products. Decent grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to access and use certain trial or beta products or features (collectively, "**Beta Products**") as such Beta Products may be offered by Decent from time to time. The decision to permit any user to test Beta Products is made in Decent's sole discretion. You acknowledge that any Beta Products to which you are given access are in a beta stage of development, and you use any Beta Products at your own risk.

#### 4. USER REPRESENTATIONS AND WARRANTIES

- a. You must be eighteen (18) years old or otherwise capable of forming a binding contract in your jurisdiction to use the Service. By using the Service, whether to visit the Website, use the Creator HQ, interact with the Checkout Interface, Mint or purchase a Token or otherwise, you agree (i) to provide accurate, current, and complete information about yourself as requested, (ii) to maintain and promptly update such information from time to time as necessary, (iii) to 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) to notify us immediately if you discover or otherwise suspect any security breaches related to the Service or your Digital Wallet.
- b. You will not buy, sell, rent, or lease access to the Service without our written permission.
- c. Decent 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 Decent 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. Decent may also require you to provide additional information and documents in cases where it has reasons to believe that:
  - Your Digital Wallet or other means of access to the Service is being used for money laundering or for any other illegal activity;
  - You have concealed or reported false identification information and other details; or
  - Transactions effected via your Digital Wallet may have been effected in breach of this Agreement.

In such cases, Decent, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by Decent 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, Decent may refuse to provide any Token, Content, 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 Decent, its affiliates and its and their respective representatives, as follows:
  - Authority. You have all requisite capacity, power and authority to enter into, and perform your obligations under this Agreement.
  - Due Execution. This Agreement constitutes your legal, valid and binding obligation, enforceable against you in accordance with this Agreement.
  - Accuracy of Background Information. All information provided to Decent and/or its third-party designees, including its address and social security number or tax ID number, is accurate and complete. None of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC

list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

- Non-Contravention. This Agreement does not, and the performance of your obligations under this Agreement and your use of the Service, will not: (i) if you are an entity, conflict with or violate any of the charter documents of such entity or any resolution adopted by its equity holders or other persons having governance authority over the entity; (ii) contravene, conflict with or violate any right of any third party or any applicable legal requirement to which you or any of the assets owned or used by you, is subject; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party, permit held by you or legal requirement applicable to you.
- Independent Investigation and Non-Reliance. You are sophisticated, experienced and knowledgeable in the use of blockchain technology and the Minting or buying of NFTs, as applicable. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by this Agreement, 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 Tokens and the Checkout Interface, 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 Tokens) 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, Decent, in determining to enter into this Agreement, Mint, list, buy, or sell any Tokens or otherwise use the Service.
- Litigation. There is no legal proceeding active or pending that relates to your activities relating to any token- or digital asset- trading or blockchain technology related activities.
- Intellectual Property and Related Matters. You are the sole and exclusive owner of all right, title and interest in and to all rights, including intellectual property rights, incorporated into or otherwise used, held for use or practiced in connection with (or planned by you to be incorporated into or otherwise used, held for use or practiced in connection with) the Minting of any Token, other than any intellectual property rights that are validly licensed to you pursuant to valid and binding licenses granted to you.
- Compliance. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token-trading activities or Minting NFTs. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government

order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to the Service.

- e. You are an independent contractor and not a partner, joint venturer, agent or employee of Decent, and you will not bind or attempt to bind Decent to any contract. You are not eligible to participate in any of Decent's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs. Neither this Agreement nor your use of the Service shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between you and Decent. For the avoidance of doubt, you shall be solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, FICA, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pensions, and other obligations or benefits, and Decent shall have no obligation or liability to you in connection with the same.
- f. 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.

## 5. INTERACTING WITH THE SERVICE

- a. In order to use certain Services, you must have a third-party software-based digital wallet compatible with the Service that allows you to purchase, store, and engage in transactions using cryptocurrency and NFTs (a "**Digital Wallet**"). In order to be successfully completed, any transaction involving digital assets initiated by or sent to your Digital Wallet must be confirmed by and recorded on the blockchain supporting such NFTs. Decent has no control over any blockchain and therefore cannot and does not ensure that any transaction details that you submit or receive via our Service (including without limitation the Checkout Interface) will be validated by or confirmed on the relevant blockchain, and Decent does not have the ability to facilitate any cancellation or modification requests. 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. You accept and acknowledge that you take full responsibility for all activities that you effect through your Digital Wallet and accept all risks of loss, including loss as a result of any authorized or unauthorized access to your Digital Wallet, to the maximum extent permitted by law.
- b. In order to access and use certain features of the Service you may be required to create a profile on the Service (each such profile as tied to a unique Digital Wallet, an "**Account**").
- c. Decent does not own, operate, or control any Blockchain Platform or your Digital Wallet.
- d. Decent is not an agent or intermediary of any User. Decent does not store or have access to or control over any of a User's private keys, passwords, Digital Wallets, digital assets, or other property. Decent is not capable of performing transactions or sending transaction messages on behalf of any User. The Service does not hold, and cannot purchase, sell, or trade any NFTs. All transactions related to the Service are effected and recorded solely through the interactions of the

User with the applicable Blockchain Platform(s), which is not under the control of or affiliated with Decent or the Service.

## 6. ACQUIRING AND SELLING NFTS

- a. All pricing and payment terms for the Services 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. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the 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 purchase.
- b. Payment processing for the Services will be performed by Decent's third-party payment processors (each, a "**Payment Processor**") (e.g., card acceptance, merchant settlement, Digital Wallet management, and related services). Your use of the Service and the payment processing provided by a Payment Processor is subject to your agreement(s) with such Payment Processor for such Service and payment processing, as may be modified by the Payment Processor from time to time (collectively, "**Payment Processor Agreement**"). As a condition of using the Payment Processor's payment processing, you must provide accurate and complete information, and you authorize us to share this information with the Payment Processor and to charge your payment method for all amounts that may become due under this Agreement. Decent does not store your payment information on its systems and shall not have any responsibility for the safety or security of that information. Your use of the Payment Processor's payment processing is conditioned upon your compliance with the Payment Processor Agreement, and if the Payment Processor Agreement is terminated by the Payment Processor, you may not be able to use the Service, or you may have your use of the Service suspended or terminated. We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions.
- c. Decent may add or change any Payment Processor at any time. Such services may be subject to additional terms or conditions. Whether a particular cryptocurrency is accepted as a payment method by Decent is subject to change at any time in Decent's sole discretion.
- d. By using the Service to offer for sale or sell a Token, you hereby appoint Decent as your limited payments agent for the sole purpose of receiving, holding and settling payments due and owed to you arising out of such sale. Subject to these Terms, Decent will process such payments and settle payments that are actually received by Decent, less any amounts owed to Decent, including taxes, fees and other obligations as applicable. You agree that a payment received by Decent on your behalf satisfies the payor's obligation to make payment to you, regardless of whether Decent actually settles such payment to you. If Decent does not settle any such payments to you as described in these Terms, you will have recourse only against Decent and not the payor, as payment is deemed made by the payor to you upon constructive or actual receipt by Decent.

## 7. CONSENT TO ELECTRONIC COMMUNICATION

By contacting Decent via email or by using the Service, you consent to receive electronic communications from Decent (e.g., via email or by posting notices to the Service or to Decent's official



accounts on social media properties). These communications may include notices about your use of the Service (e.g., 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, 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.

## **8. OWNERSHIP**

- a. Unless otherwise indicated in writing by us, the Service and all Content and other materials contained therein, including, without limitation, the Decent logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof, are the proprietary property of Decent or our affiliates or licensors.
- b. The Decent logo and any Decent product or service names, logos or slogans that may appear on the Service are trademarks of Decent 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 “Decent,” or any other name, trademark or product or service name of Decent 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 Decent 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 Decent.
- c. You agree that any submission of any ideas, suggestions, documents, and/or proposals to Decent (collectively, “**Feedback**”) is at your own risk and that Decent has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Decent a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and Decent’s other products and services.

## **9. LICENSE TO OUR SERVICE AND CONTENT**

- a. You are hereby granted a limited, revocable, non-exclusive, non-transferable, 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 except as expressly permitted by us;

(iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, except as expressly permitted by us; (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 12 below.

- b. You are granted a limited, non-exclusive, non-transferable right to create a text hyperlink to the Service for non-commercial purposes, provided that such link does not portray Decent 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 Decent's sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Decent 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 Decent 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. Decent may from time-to-time change or discontinue any or all aspects or features of the Service, including by (i) altering its smart contracts pursuant to upgrades, forks, security incident responses or chain migrations in the Blockchain Platform, or (ii) deactivating or deleting Content (including Tokens) that Decent in its sole discretion determines has been abandoned. In such events, you may no longer be able to access, interact with or, read the data from the Service.
- d. Your rights in any Tokens sold or offered for sale through the Service may be subject to certain restrictions or limitations, including as determined by the User who Minted the Token and as stated on the Service, and are limited to those rights expressly granted in the license as listed at point of sale or otherwise through the Service. Decent does not guarantee that any Tokens Minted on the Service will be transferable to or accessible through any other platform or service.

## 10. USER CONTENT

Certain Content may be made available by a User on or through the Service ("**User Content**"). If you choose to make User Content available on or through the Service, including without limitation through the Creator HQ, you hereby grant Decent a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, distribute, reproduce, modify, adapt, and display, such User Content (in whole or in part) for the purposes of (i) providing the Service, including making User Content available to other Users in accordance with your elections on the Service, (ii) improving the Service, and (iii) advertising and promoting Decent and its products and Services. You also hereby grant each other User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content solely as permitted through the functionality of the Service and under this Agreement. You are solely responsible for any User Content you provide. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post or display on or through the Service. You agree that such User Content will

not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the licenses described above. We take no responsibility for the User Content posted or listed via the Service, although we reserve the right to remove any User Content that is in violation of this Agreement.

## **11. THIRD-PARTY SERVICES; THIRD-PARTY TERMS**

The Service may contain links to third-party properties, services, advertisements, and applications (collectively, “**Third-Party Services**”), When you click on a link to a Third-Party Service, such as a bridge extension or Third-Party Marketplace, you are subject to the terms and conditions (including privacy policies) of another property or application. Such Third-Party Services are not under the control of Decent. Decent is not responsible for any Third-Party Services. Decent provides links to these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or their products or services. You use all links in Third-Party Services 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 Service, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

## **12. ACCEPTABLE USE POLICY**

You agree that you are solely responsible for your conduct in connection with the Service. You agree that you will abide by this Agreement and will not (and will not attempt to):

- a. Provide false or misleading information to Decent;
- b. Use or attempt to use another User’s linked Digital Wallet without authorization from such User and Decent;
- c. Create, list, or otherwise make available counterfeit NFTs;
- d. Pose as another person or entity;
- e. 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;
- f. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- g. 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;
- h. 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;

- i. 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;
- j. 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;
- k. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- l. Bypass or ignore instructions that control all automated access to the Service;
- m. 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;
- n. 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;
- o. 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 Token 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;
- p. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, debt financings, equity financings or other similar transactions; or

- q. Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

## **2. COPYRIGHT**

Decent retains the absolute right (but not the obligation) to terminate access to the Service for and remove the User Content of any User who violates or infringes our rights or the rights of any third party. Without limiting the foregoing, if you believe that your intellectual property has been used on the Service in a way that constitutes infringement, please provide us with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of the location on the Service of the material that you claim is infringing;
- your address, telephone number and e-mail address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please e-mail your notice of copyright infringement to [support@decent.xyz](mailto:support@decent.xyz).

## **3. INVESTIGATIONS**

If Decent becomes aware of any possible violations by you of this Agreement, Decent reserves the right, but Decent will not have any obligation, to investigate such violations. If, as a result of the investigation, Decent believes that criminal activity may have occurred, Decent reserves the right, but Decent will not have any obligation, to refer the matter to, and to cooperate with, any and all applicable legal authorities. Decent 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 Decent's possession in connection with your use of the Service, (i) to comply with applicable laws, legal process or governmental request; (ii) to enforce this Agreement, (iii) to respond to any claims that User Content violates the rights of third parties, (iv) to respond to your requests for customer service, or (v) to protect the rights, property or personal safety of Decent, its Users, or the public, and all law enforcement or other government officials, as Decent in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to the foregoing. 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.

#### 4. RELEASE

You hereby release and forever discharge Decent and our officers, employees, agents, successors, and assigns (the “**Decent 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 Services). YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, OR ANY SIMILAR LAW OR RULE OF ANY OTHER JURISDICTION, WHICH STATES IN SUBSTANCE: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

#### 5. ASSUMPTION OF RISK RELATED TO BLOCKCHAIN TECHNOLOGY

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 Tokens and other digital assets used in connection with the Service, which may also be subject to significant price volatility. We cannot and do not guarantee that any Tokens will not lose value.
- b. You are solely responsible for determining what, if any, taxes apply to your transactions using digital assets. Neither Decent nor any other Decent Entity is responsible for determining the taxes that may apply to transactions involving digital assets.
- c. Digital assets exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such digital assets.
- 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, and the risk that third parties may obtain unauthorized access to your information.
- e. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and other digital assets is evolving, and new regulations or policies may materially adversely affect the same.
- f. There are risks associated with purchasing user-generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.
- g. Decent reserves the right to hide collections, contracts, and assets that Decent suspects or believes may violate this Agreement. NFTs you purchase may become inaccessible on the Service. Under no circumstances shall the inability to access or view your assets on the Service serve as grounds for a claim against Decent.

- h. Decent has no responsibility for Tokens that are Minted on the Service. Decent does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any digital assets made available on the Service.

## **6. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Decent and the Decent 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 Tokens, including, without limitation, any act or omission involving any third party in connection with the Minting, listing, buying, selling, or trading of any Tokens 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; or (f) the Minting, listing, buying, selling, or trading of any Tokens by you. You agree to promptly notify Decent of any third-party Claims and cooperate with the Decent Entities in defending such Claims. You further agree that the Decent 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 DECENT.

## **7. 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. DECENT (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. DECENT 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. DECENT 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 DECENT ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, DECENT CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY NFTS LISTED ON OUR SERVICE 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, NFTS OR DIGITAL WALLETS.

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 DECENT OR ANY DECENT ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSETS. WE CANNOT AND DO NOT GUARANTEE THAT ANY DIGITAL ASSET WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY DIGITAL ASSET PURCHASED THROUGH THE SERVICE.

Decent 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 Service. Decent is not responsible for any delay or failure to report any issues with any blockchain supporting Tokens, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

We are not involved in the actual transaction between Buyers and Sellers. While we may help facilitate the resolution of disputes through various programs, we have no control over and do not guarantee the quality, safety or legality of Tokens advertised, the truth or accuracy of User Content or listings, the ability of Sellers to sell Tokens, the ability of Buyers to pay for Tokens, or that Buyer or Seller will actually complete a transaction.

We do not transfer legal ownership of Tokens from the Seller to the Buyer. California Commercial Code § 2401(2) and Uniform Commercial Code § 2-401(2) apply to the transfer of ownership between the Buyer and the Seller, unless the Buyer and the Seller agree otherwise. Further, we cannot guarantee continuous or secure access to the Service and operation of the Service may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions.

YOU ACKNOWLEDGE AND AGREE THAT DECENT IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD DECENT LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE



SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE. YOU UNDERSTAND THAT DECENT DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE. DECENT MAKES NO WARRANTY THAT ANY GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

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 DECENT 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 TOKENS, 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 DECENT 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 DECENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), OR ANY NFTS MINTED, PURCHASED, OR SOLD THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RETAINED BY DECENT 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.

**19. ARBITRATION AGREEMENT. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Decent and limits the manner in which you can seek relief from us.**

1.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Decent 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 communications you receive, any products sold or distributed through the Website, the Service, or the Agreement and prior versions of the

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 Decent may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Decent 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 the Agreement as well as claims that may arise after the termination of this Agreement.

1.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and Decent. If that occurs, Decent is committed to working with you to reach a reasonable resolution. You and Decent agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Decent therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), 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 Decent that you intend to initiate an Informal Dispute Resolution Conference should be sent by email or regular mail to us at the address set forth in Section 21, if applicable. The Notice must include: (1) your name, telephone number, mailing address, email address and Digital Wallet 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.

1.3 Waiver of Jury Trial. **YOU AND DECENT 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 Decent 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.

1.4 Waiver of Class and Other Non-Individualized Relief. **YOU AND DECENT AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 19.9, 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. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 19.9 entitled "Batch Arbitration." 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 Decent 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 state or federal courts located in New York, New York. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Decent from participating in a class-wide settlement of claims.

1.5 **Rules and Forum.** The Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Decent agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("AAA"), in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the Account username (if applicable) as well as the Digital Wallet address and email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Decent otherwise agree, or the Batch Arbitration process discussed in subsection 19.9 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. You and Decent agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

1.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of New York and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 19.9 is triggered, the AAA will appoint the arbitrator for each batch.

1.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

1.8 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Decent need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

1.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Decent agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Decent by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise

the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Decent. You and Decent agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

1.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the email address set forth in Section 21, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address or Digital Wallet address you used to set up your Account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

1.11 Invalidity, Expiration. Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief,” if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Decent as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

1.12 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Decent 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 Decent at the email address set forth in Section 21, 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, any communications you receive, any NFTs sold or distributed through the Service, or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Decent will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

## **20. GENERAL**

If you want to terminate the Service provided by Decent, you may do so by (a) notifying us at any time; and (b) closing your Account for all of the Services that you use, provided, however, that notwithstanding any such termination and for the avoidance of doubt, the terms of this Agreement shall continue to apply with respect to any NFT obtained hereunder. Your notice should be sent, in writing, to our address set forth in Section 21. 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 State of New York, 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 or cannot be heard in small claims court, shall be resolved in the state or federal courts of New York, New York. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. You may not use, export, import, or transfer the Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Service, and any other applicable laws. In particular, but without limitation, the Service may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by us are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer our products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations. 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. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Decent. Decent'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 Decent and you and shall not confer third party beneficiary rights upon any other person or entity.

## **21. NOTICE; CONTACT INFORMATION**

The communications between you and Decent may take place via electronic means, whether you visit the Service or send Decent e-mails, or whether Decent posts notices on the Service or communicates with you

via e-mail. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“**E-Sign**”). Where Decent requires that you provide an e-mail address, you are responsible for providing us with your most current e-mail address. In the event that the last e-mail address you provided to us is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at [support@decent.xyz](mailto:support@decent.xyz) SUBJ: LEGAL NOTICE. Such notice shall be deemed given twenty-four hours following confirmed transmission of the same. You may contact us at: Decent Media Incorporated: [support@decent.xyz](mailto:support@decent.xyz)