

## BEASY TERMS OF SERVICE

Last modified September 13, 2021

THESE TERMS OF SERVICE (AND THE PRIVACY POLICY, AS NOTED BELOW) CREATE A LEGAL AGREEMENT (THIS "AGREEMENT") BETWEEN BLOCKCHAIN MADE EASY, LLC ("BEASY" OR "WE" OR "US" OR "OUR") AND THE USER OF THE SERVICE ENTERING INTO THIS AGREEMENT ("YOU" OR "YOUR") AND IN ADDITION, WHEN THE USER OF THE SERVICE IS A MINOR REGISTERED BY A PARENT AND/OR GUARDIAN, THE TERM "YOU" ALSO INCLUDES SUCH PARENT AND/OR GUARDIAN. YOU SHOULD CAREFULLY READ THIS AGREEMENT, AND THE [BEASY PRIVACY POLICY](#) (the "Privacy Policy"), WHICH IS INCORPORATED INTO AND GOVERNED BY THIS AGREEMENT. THIS AGREEMENT GOVERNS YOUR USE (AND THAT OF ANY PERSON YOU REGISTER) OF THE WEBSITE Beasy1.com AND ANY SUBDOMAINS (the "Site") AND THE SERVICES, FEATURES, AND INFORMATION AVAILABLE ON THE SITE AND/OR ANY MOBILE APPLICATIONS (AN "APP") WE MAY OFFER (TOGETHER WITH THE SITE, ALONG WITH ASSOCIATED AND SUCCESSOR WEBSITES, APPLICATIONS, FEATURES, INFORMATION, AND SERVICES, OR ANY PART THEREOF, THE "SERVICE"). BY USING OR ACCESSING THE SERVICE, OR BY REGISTERING ANOTHER PERSON TO USE THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, OR YOU ARE BELOW THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU ARE LOCATED, YOU ARE NOT PERMITTED TO USE THE SERVICE OR TO REGISTER ANOTHER PERSON TO USE THE SERVICE. BEASY IS NOT LIABLE FOR THE USE OF THIS SERVICE BY, OR FOR ANY CONTENT OR ADVERTISEMENTS VIEWED BY, MINOR CHILDREN IN VIOLATION OF THIS AGREEMENT.

1. Changes to this Agreement. Except with respect to Section 14.4 (Mandatory Arbitration), BEASY reserves the right, in its sole discretion, to change, modify, replace, add to, supplement or delete any terms and conditions of this Agreement (including the Privacy Policy, which is incorporated into and governed by this Agreement) at any time; provided, however, that BEASY will use reasonable efforts to provide you with notification of any material changes (as determined in BEASY's sole discretion) by email, postal mail, website posting, pop-up screen, or in-service notice. You should visit this page whenever you use the Service to review this Agreement and learn if any terms have changed. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must immediately stop using the Service. Your continued use of the Service following any revision to this Agreement constitutes your complete acceptance of any and all such changes.

2. About the Service. The Service allows users ("Users") to create a mobile wallet with which Users may store and trade non-fungible tokens ("NFT's") on the private Ethereum Blockchain. Further the Service allows Users who create NFT collectibles ("Collectibles") by uploading content, which may include text, graphics, images, music, audio, video, works of authorship of any kind, and information or other materials ("Creator Content") comprising their Collectibles to their storefront within a third-party marketplace to manage their created Collectibles. BEASY IS A PLATFORM SERVICE. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICE IS AN ADMINISTRATIVE PLATFORM SERVICE ONLY. BEASY FACILITATES THE CREATION OF COLLECTIBLES BY A CREATOR AND TRANSACTIONS BETWEEN THE BUYER AND SELLER COLLECTIBLES BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER OF COLLECTIBLES OR BETWEEN ANY USERS.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF COLLECTIBLES YOU PURCHASE THROUGH THE SERVICE. BEASY MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF COLLECTIBLES ON THE SERVICE.

### 3. Access to the Service.

3.1. Subject to your acceptance of and compliance with this Agreement, BEASY grants to you a non-exclusive, non-transferable, revocable limited license to access and use the Service and associated Content; provided, however, that such license is subject to this Agreement and does not include any right to (a) sell, resell or use commercially the Service or Content, (b) distribute, publicly perform or publicly display any Content, (c) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (f) use the Service or Content other than for their intended purposes. For purposes of this Agreement, "Content" means all text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Service, other than Creator Content you have uploaded to the Service.

3.2. BEASY may change, modify, suspend, or discontinue in its entirety or any aspect of the Service at any time. BEASY may also impose limits on certain features or restrict or prohibit your access to parts or all of the Service at any time, all without notice or liability.

3.3. You expressly agree that the Content may be viewed and accessed only by end users and not by any other website or web publisher.

3.4. Your use of the Service is conditioned upon your compliance with this Agreement and any use of the Service in violation of this Agreement may constitute infringement of BEASY's copyrights in and to the Service and Content (as applicable). BEASY reserves the right to terminate your access to the Service without notice if you violate this Agreement or for any reason at BEASY's discretion.

3.5. In certain instances BEASY or its vendors may require you to provide proof of identity to access or use the Service, and you agree that you may be denied access or use of the Service if you refuse to provide proof of identity.

3.6 Use of the Service by Minors. Individuals under the age of 13 may not use the Service and individuals who are between the age of 13 and the age of majority in the jurisdiction in which they are located may not use the Service unless their parent or guardian registers them to use the Service. If you register or allow a minor to use the Service, you hereby accept this Agreement on behalf of yourself and such minor, and you agree that you will be responsible for all uses of the Service by the minor, whether or not these uses were authorized by you. If you are a parent or guardian registering a minor to use the Service, you hereby represent and warrant that you are the legal parent or guardian of that minor.

### 4. Ownership of Intellectual Property.

4.1. Unless otherwise specified in writing, all Content and other materials that are part of the Service are owned, controlled, or licensed by BEASY and its licensors and are protected by law from unauthorized use. The entire Contents of the Service are copyrighted under the U.S. copyright laws and/or similar laws of other jurisdictions. BEASY, and the BEASY logos, are trademarks of BEASY and may not be used without the express written permission of BEASY.

4.2. You do not acquire any ownership rights by using the Service, or by copying or downloading material from the Service. However, we do not claim any ownership rights in any Creator Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your Creator Content. You agree not to copy, redistribute, publish or otherwise exploit Content, except as expressly permitted herein, without the express prior written permission of BEASY.

4.3. You hereby grant to BEASY a limited, non-exclusive, worldwide, perpetual, irrevocable, royal-free, sublicensable (through multiple tiers), and transferable right and license to use all comments, feedback, suggestions, ideas, emails, and other submissions disclosed or submitted to BEASY in connection with your use of the Service (collectively, "Submissions") in any manner BEASY may desire, including, but not limited to, to make, have made, use, sell, offer to sell, import, reproduce, modify, create derivative versions of, distribute, publicly display and publicly perform such Submissions, in any and all forms and media now known or hereafter devised, without compensation to you and without identifying you as the creator. You agree that the provisions in this Section 4 will survive any termination of your account(s), the Service, or this Agreement.

4.4. "Your Information" is defined as any information or content you provide to BEASY or other users, or to which you provide BEASY or other users access, including, but not limited to Creator Content and/or Collectibles which you have uploaded to the Service, in the registration or transaction process (including without limitation your name, photograph); in any Public Areas (as defined below), as well as your user profile and in-Service messages (including those between users); or through any e-mail or other feature of the Service.

4.5. You hereby grant to BEASY a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers), and transferable right, license, and permission, in all forms and media, now known or hereafter devised, to exercise all rights you have in Your Information (including without limitation to use, adapt, reproduce, distribute, edit, exhibit, publicly display, publicly perform, and publish your name and photograph) in connection with providing the Service, subject to our Privacy Policy. You represent and warrant that you have the right to grant the foregoing license

4.6. You agree to include, and to not remove or alter, BEASY's trademark, copyright or other proprietary rights notices, as provided by BEASY on or in connection with the Service, when using or sharing content, or otherwise using the Service, and you agree to comply with usage guidelines that may be provided by BEASY from time to time. You agree that all goodwill that arises in connection with your use of BEASY trademarks inures exclusively to BEASY, and you agree not to challenge BEASY's ownership or control of any BEASY trademarks, nor use or adopt any trademarks that might be confusingly similar to such BEASY trademarks.

## 5. Creator Content & Collectibles

5.1 You represent and warrant that, for all of Your Information, including Creator Content, and the related Collectibles, that you upload, post, create or display on or through the Service, you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein. You agree that Your Information, including Creator Content, and the related Collectibles, that you upload, post, create or display on or through the Service, 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 BEASY the license described above. You further represent and warrant that use of any of Your Information (including derivative works) by us, our users, or others in contract with us, and in compliance with this Agreement, does not and will not infringe any copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights (collectively, "Intellectual Property Rights") of any third party. BEASY takes no responsibility and assumes no liability for Your Information, any Creator Content, the related Collectibles or any other content provided by you or any third party.

BEASY reserves the right to remove content without prior notice. BEASY will take down works in response to formal infringement claims and will terminate a User's access to the Service if the User is determined to be a repeat infringer.

5.2 You agree that BEASY is not responsible for examining or warranting as to the accuracy, veracity, authenticity, ownership or any other matter of or relating to Your Information, or the Creator Content and Collectibles provided or created by you or third parties including other Users of the Service, and that you will not attempt to hold us or our service providers liable with respect thereto.

5.3 Creator Content and Collectibles that BEASY deems inappropriate, disruptive, or illegal are prohibited on BEASY. BEASY reserves the rights to determine the appropriateness of Creator Content and Collectibles listed on its site and remove any listing at any time. If you create or offer any Collectible in violation of this Agreement or any BEASY policy, we will take corrective actions, as appropriate, including but not limited to removing the Collectible, deleting your BEASY account, and permanently withholding any payments and/or fees. BEASY cannot destroy or impound your Collectibles, but we reserve the right to destroy inappropriate metadata stored on our servers.

5.4 Collectibles that include metadata that violate international or United States intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States are prohibited on BEASY and will be removed.

5.5 Collectibles with a primary or substantial purpose in a game or application that violates international or United States intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades or doxes another individual, depicts minors in sexually suggestive situations, or is otherwise illegal in the United States are prohibited on BEASY and will be removed.

5.6 Collectibles created or used primarily or substantially for the purpose of raising funds for the known terrorist organizations listed on <https://www.state.gov/foreign-terrorist-organizations/> are prohibited on BEASY and will be removed.

5.7 The sale of stolen Collectibles, converted Collectibles, fraudulently obtained Collectibles, Collectibles taken without authorization, and other illegally obtained Collectibles on BEASY is prohibited. Listing illegally obtained Collectibles may result in your listings being cancelled, your Collectibles being hidden, and/or your account being suspended.

5.8 If you have reason to believe that a Collectible listed on BEASY was illegally obtained, please contact us immediately at [BEASYSupport@easybeasy.com](mailto:BEASYSupport@easybeasy.com). Include the Collectible's ID, the Collectible's contract address, and evidence demonstrating that the Collectible was illegally obtained. BEASY will review your claim and reply in a timely manner. If we determine from the evidence that the Collectible is stolen, we will hide it or disable trading of it.

## 6. Terms for App Store Apps

6.1. If you accessed or downloaded the App from the Apple Store, you agree to use the App only: (1) on an Apple-branded product or device that runs iOS (Apple's proprietary operating system software); and (2) as permitted by the "Usage Rules" set forth in the Apple Store Terms of Service as of the effective date of this Agreement. If You accessed or downloaded the App from any app store or distribution platform (like the Apple Store, Google Play or the Amazon Appstore) (each, an "App Provider"), then you acknowledge and agree that:

6.2. This Agreement is between you and BEASY, and not with App Provider, and that, as between BEASY and the App Provider, BEASY is solely responsible for the App.

6.3. The App Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

6.4. In the event of any failure of the App to conform to any applicable warranty, you may notify App Provider and App Provider will refund to you any purchase price you paid for the App (if applicable) and, to the maximum extent permitted by applicable law, App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App to conform to any warranty will be the sole responsibility of BEASY.

6.5. App Provider is not responsible for addressing any claims you or any third party may have relating to the App or your possession and use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

6.6. In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, BEASY will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim solely to the extent required by this Agreement.

6.7. App Provider and its subsidiaries are third-party beneficiaries of this Agreement as related to your license of the App, and, upon your acceptance of this Agreement, App Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App against you as a third party beneficiary thereof.

6.8. You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App you represent and warrant that: (1) 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 (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. Passwords. BEASY has several tools that allow you to record and store information in your account. You are responsible for all actions on the Service by you or under your password or account and for taking all reasonable steps to ensure that no unauthorized person shall have access to your password or account. Nobody but you may use your mnemonic phrase, password or your account and you are responsible for all actions taken by individuals who use the Service through your mnemonic phrase, password or account in contravention of the foregoing. Without limiting the foregoing, it is your sole responsibility to (1) control the dissemination and use of any login code and password; (2) authorize, monitor, and control access to and use of your Service account and password; (3) promptly inform BEASY of any need to deactivate a password. You grant BEASY and all other persons or entities involved in the operation of the Service the right to transmit, monitor, retrieve, store, and use any information recorded and/or stored in your account in connection with the operation of the Service.

8. Usage Rules. As a condition of your use of and access to the Service, you agree to comply with any application-, tool-, or content-specific rules published within the Service as well as the following usage rules, which BEASY may modify or supplement in its discretion from time to time (with notice to you of material changes, per Section 1). You agree that you will not, in regard to the Service (as determined by BEASY in its discretion):

(a) Copy, adapt, reverse engineer, decompile, reverse assemble, modify or attempt to discover any software (source code or object code) that the Service creates to generate web pages or any software or other products or processes accessible through the Service;

- (b) use or launch, develop or distribute any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Service, or use or launch any unauthorized script or other software;
- (c) distribute any virus, time bomb, trap door, Trojan horse, worm, malware, ransomware or other harmful, malicious or disruptive computer code, mechanism, software, script, agent or program;
- (d) cover or obscure any notice, legend, warning, banner or advertisement contained on the Service;
- (e) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service;
- (f) sell the Service or any part thereof;
- (g) violate any applicable law, including without limitation any applicable export laws;
- (h) harvest or otherwise collect information about others, including email addresses, without their permission for posting or viewing Submissions;
- (i) infringe or violate the rights of any other party, including without limitation any intellectual property rights or rights of privacy or publicity;
- (j) engage in conduct that is obscene, offensive, pornographic, fraudulent, deceptive, defamatory, threatening, harassing, abusive, slanderous, hateful, or causes embarrassment to any other person;
- (k) further any chain letters or pyramid schemes, transmit unsolicited messages, or engage in "spam;"
- (l) deliberately mislead anyone as to your identity, impersonate another, falsely identify the source of any Submissions, or allow another person or entity to use your identity in order to access the Service or post or view Submissions;
- (m) use the ethereum platform to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the ethereum platform, or the Service;
- (n) engage in wash trading or other deceptive or manipulative trading activities;
- (o) place misleading bids or offers;
- (p) engage in conduct that conflicts with the spirit or intent of the Service, including without limitation, by restricting any other user from using or enjoying the Service, or exposing BEASY or another to any liability or detriment of any kind; or
- (q) use automated queries, including screen and database scraping, spiders, robots, crawlers, information harvesting, and any other automated activity with the purpose of obtaining Content, information or data from the Service, unless you receive the express written permission of BEASY.

9. Privacy and Protection of Personal Information. BEASY respects the privacy of visitors to and users of the Service. Information collected from you and any individual you register to use the Service by BEASY is subject to the BEASY Privacy Policy. Please see the BEASY Privacy Policy at [BEASYPrivacy@easybeasy.com](mailto:BEASYPrivacy@easybeasy.com) for more information on the collection and use of your information. You acknowledge and agree that the BEASY Privacy Policy, including, but not limited to, the manner in which BEASY collects, uses and discloses your personally identifiable information

and non-personally identifiable information, is incorporated into and governed by this Agreement. By accepting this Agreement, you agree to all of the terms of the BEASY Privacy Policy. You further agree to comply with all applicable laws with respect to all information you may receive from BEASY.

10. Child Online Protection Act Notification. Pursuant to 47 U.S.C. § 230(d) as amended, BEASY hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying providers of such protection is available at the following links:

<http://staysafeonline.org/stay-safe-online/>;

<https://www.consumer.ftc.gov/features/feature-0038-onguardonline>.

Please note that BEASY is not affiliated with the above listed sites, nor is the above intended as an endorsement of any of the products or services listed on such sites.

11. Assumption of Risk.

You accept and acknowledge:

- a) The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Collectibles, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Collectibles will not lose money.
- b) You are solely responsible for determining what, if any, taxes apply to your Collectibles transactions. Neither BEASY nor any other BEASY Party is responsible for determining the taxes that apply to Collectibles transactions.
- c) There are risks associated with using an Internet based currency, 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 information stored within your wallet. You accept and acknowledge that BEASY will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Collectibles, however caused.
- d) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of Collectibles.
- e) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Auction and/or Service and the utility of Collectibles.
- f) The Service will rely on third-party platforms to perform the transactions for the sales of Collectibles. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.
- g) 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. BEASY reserves the right to hide Collectibles affected by any of these issues or by other issues. Assets you purchase may become inaccessible on BEASY. Under no circumstances shall the inability to view your assets on BEASY serve as grounds for a claim against BEASY.

12. Disclaimers; Limitations; Waivers of Liability.

12.1. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE, CREATOR CONTENT, COLLECTIBLES AND OTHER CONTENT CREATED OR CONTAINED THEREIN IS AT YOUR SOLE RISK AND THE FOREGOING ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT THIS DISCLAIMER IS PROHIBITED UNDER APPLICABLE LAWS, AND WITH ANY LEGALLY REQUIRED WARRANTY PERIOD LIMITED TO THE SHORTER OF 30 DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER BEASY NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "BEASY PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, UNCORRUPTED, TIMELY, OR ERROR-FREE.

12.2. THE BEASY PARTIES FURTHER MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE, THE CONTENT, THE CREATOR CONTENT OR COLLECTIBLES WILL BE ACCURATE, RELIABLE, COMPLETE, CURRENT, LEGAL, SAFE, OR TIMELY. THE SERVICE MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. BEASY IS NOT RESPONSIBLE FOR TECHNICAL MALFUNCTIONS OR OTHER PROBLEMS OF TELEPHONE NETWORKS OR SERVICES, COMPUTER SYSTEMS, MOBILE PHONE EQUIPMENT, SOFTWARE, OR EMAIL, INCLUDING TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY SITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE TO A USER'S OR TO ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING MATERIALS IN CONNECTION WITH THE WEB AND/OR IN CONNECTION WITH THE SERVICE. 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.

12.3. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE COLLECTIBLES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS OR MNEMONIC PASSPHRASES, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR THE COLLECTIBLES.

12.4. THE COLLECTIBLES ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT BEASY OR ANY BEASY PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY COLLECTIBLES.

12.5. BEASY is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the Collectibles. BEASY is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting Collectibles, including forks, technical node issues or any other issues having fund losses as a result.



12.6. THE BEASY PARTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, THE USE OR MISUSE OF SUBMISSIONS, THE COLLECTIBLES OR CREATOR CONTENT IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, WHETHER OR NOT THE BEASY PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE FOREGOING EXCLUSION OF LIABILITY IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, AND A DETERMINATION IS MADE THAT BEASY IS LIABLE, UNDER NO CIRCUMSTANCES WILL THE BEASY PARTIES BE LIABLE TO YOU FOR MORE THAN THE LESSER OF (A) \$10,000 OR (B) THE AMOUNT RECEIVED BY BEASY FROM THE SALE OF THE COLLECTIBLES THAT ARE THE SUBJECT OF THE CLAIM.

12.7. TO THE FULLEST EXTENT PERMITTED BY LAW, THESE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

13. Release. You forever release, discharge, and covenant not to sue the BEASY Parties from any and all liability, claims, actions, and expenses that may arise, whether caused by the negligence of the BEASY Parties or otherwise, in connection with your use of the Service or your interaction with any party through or as a result of the Service. In other words, you cannot sue the BEASY Parties if anything happens to you or your property from using the Service or interacting with any party through the Service. You agree that the provisions in this Section 13 will survive any termination of your account(s), the Service, or this Agreement.

14. Indemnification. You agree to defend, indemnify and hold harmless the BEASY Parties from and against all liability, claims, actions and expenses, including attorneys' fees and costs, arising out of your use of the Service, or your breach or alleged breach of any term, condition, obligation, representation or warranty in this Agreement. You agree that the provisions in this paragraph will survive any termination of your account(s) the Service, or this Agreement.

15. Copyright Policy; Objectionable Content: If you believe your rights have been violated by, or you otherwise object to, any posting, content or information on the Service, please contact us promptly so we can evaluate the claim and take appropriate action. If your complaint includes a claim of copyright infringement, the following policy will apply:

It is BEASY's policy to respond promptly to claims of copyright infringement, and to remove, or disable access to, infringing material. If you believe that any of the content or materials appearing on this Service contain infringements, please send a notice to our designated agent at the address stated below. Your notice should contain the following: a physical or electronic signature of a person (i.e., claimant) authorized to act on behalf of the copyright owner; identification of the copyrighted work claimed to be infringed; identification of the content or material claimed to be infringing; a reference or link to the infringing material or activity, or the subject of the infringing activity, including information to enable us to locate that material or reference; the address, telephone number or email address of the claimant; a statement that the claimant has 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; and a statement that the information in the notice is accurate and, under penalty of perjury, that the claimant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. BEASY will also terminate a User's account if a User is deemed to be a repeat infringer, namely, one who has been notified of bona fide infringing activity more than twice. Our designated agent, to whom you should direct your infringement claim (or other complaints), is:

Attention: Product Manager  
BlockChain Made Easy, LLC  
82 Wendell Avenue, Suite 100, Pittsfield, Massachusetts, 01201  
Telephone Number: 414-397-3578  
E-mail: [nick\\_jacobs@easybeasy.com](mailto:nick_jacobs@easybeasy.com)

16. Third Party Sites and Products. We may include links to third-party sites or services, or information about third-party products or services, which are typically subject to service terms and policies that differ from ours. Therefore, you should review the terms of use and privacy policies of all sites and services linked to from or referred to by our Service. We do not endorse or take responsibility for these third party offerings, nor do we vet or take responsibility for third-party sites, services or products or for the postings or communications of other users.

17. Governing Law/Waiver of Injunctive Relief.

17.1. This Agreement and all aspects of the Service will be governed by and construed in accordance with the internal laws of the U.S. and the Commonwealth of Massachusetts governing contracts entered into and to be fully performed in Massachusetts (thus, without regard to conflict of laws provisions) regardless of your location. With respect to any disputes or claims not subject to informal dispute resolution or arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state or federal courts located in Boston, Massachusetts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts located in Boston, Massachusetts.

17.2. You acknowledge that the rights granted and obligations made hereunder to BEASY are of a unique and irreplaceable nature, the loss of which will irreparably harm BEASY and which cannot be replaced by monetary damages alone, so that BEASY will be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to claims for monetary damages (if any).

17.3. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and BEASY agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. You will send your notice to the CEO at 82 Wendell Avenue, Suite 100, Pittsfield, MA, 01201.

17.4. Mandatory Arbitration. If you and BEASY are unable to resolve a Dispute through informal negotiations within 30 days, either you or BEASY may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration will be commenced and conducted under the Streamlined Arbitration Rules and Procedures (the "Rules") of JAMS, which is available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). The determination of whether a Dispute is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so.

17.5. Notwithstanding the above, you and BEASY agree that arbitration will be limited to the Dispute between BEASY and you individually. To the full extent permitted by law, (a) no arbitration will be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

17.6. You and BEASY agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or BEASY's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief or to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

18. Waiver/Severability.

18.1. The failure of BEASY to require or enforce strict performance by you of any provision of this Agreement or to exercise any right under any provision of this Agreement will not be construed as a waiver or relinquishment of BEASY's right to assert or rely upon any such provision or right in that or any other instance.

18.2. You and BEASY agree that if any portion of this Agreement, except any portion of Section 17.4, is found illegal or unenforceable, in whole or in part by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of this Agreement, which will continue to be in full force and effect. If Section 17.4 is found to be illegal or unenforceable then neither you nor BEASY will elect to arbitrate any Dispute falling within that portion of Section 17.4 found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within Boston, Massachusetts, and you and BEASY agree to submit to the personal jurisdiction of that court.

19. Term and Termination. This Agreement will remain in effect as long as your account is up-to-date and you remain in compliance with the terms hereof, unless it has been voluntarily suspended or terminated by you or BEASY. You may terminate this Agreement by destroying all Service-related materials obtained from the Service, BEASY or any other web site or source. The privileges granted to you under this Agreement will terminate immediately and automatically without notice from BEASY if, in our sole discretion, you fail to comply with any term or provision of this Agreement or for any reason in BEASY's sole discretion. Following the termination of this Agreement, your account(s), or the Service, BEASY shall retain all rights to the Submissions pursuant to this Agreement.

20. Miscellaneous. BEASY operates and controls the Service from its offices in the United States. BEASY makes no representation that the Service is appropriate, lawful or available in other locations. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject BEASY to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Neither the course of conduct between the parties nor trade practice will act to modify this Agreement. BEASY may assign this Agreement to any party at any time without any notice to you. You may not assign this Agreement without BEASY's prior written consent. This Agreement (including the BEASY Privacy Policy) contains the entire understanding of you and BEASY's, and supersedes all prior understandings between the parties concerning its subject matter, and cannot be changed or modified by you. Upon BEASY's request, you will furnish BEASY with any documentation, substantiation or releases necessary to verify your

compliance with this Agreement. You agree that this Agreement will not be construed against BEASY by virtue of having drafted it. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

21. Construction. In this Agreement, unless a clear contrary intention appears: (i) where not inconsistent with the context, words used in the present tense include the future tense and vice versa and words in the plural number include the singular number and vice versa; (ii) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement; (iii) reference to any gender includes each other gender; (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and includes all addenda, exhibits and schedules thereto; (v) the titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement; (vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or Subsection of this Agreement; (vii) "including" (and with correlative meaning, "include") means including without limiting the generality of any description preceding such term; (viii) any reference to "dollars" means United States Dollars; (ix) all references to "days" refer to calendar days; and (x) the word "or" is not exclusive. This Agreement has been executed in English and the English language version shall control notwithstanding any translations of this Agreement. Unless otherwise expressly permitted under this Agreement, all deliverables will be in English.

22. Statute of Limitations. You and BEASY both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement (including the Privacy Policy) must be filed within ONE (1) YEAR after such claim or cause of action arose (or, if longer, within the shortest statute of limitations for such claim which the parties may establish by agreement) or the claim will be forever barred.

23. Questions? If you have any questions about this Agreement, its terms, your account or your rights hereunder, or if you have any complaints or claims, please contact: BEASY Support at BEASYSupport@easybeasy.com.

24. Payment. You understand that use of the Service may result in payments by you for the services you receive ("Charges"). Users of the Service who create Collectibles will incur and pay Charges in accordance with the applicable license agreement entered into between such User and BEASY.