

Terms of Service

Welcome to Artridge!

By accessing the website at <https://x.la/artridge> ("Site") and using our services and making purchases on the Site or our Platform at <https://xla-artridge.nftify.network/> (collectively – "Services"), you enter into an agreement under the terms and conditions listed herein ("Terms") with Loonshots PR, LLC, a Delaware company with its primary offices at 251 Little Falls Drive, Wilmington, DE, 19808 ("Artridge", "Us", "We"). Questions, comments and requests regarding this Privacy Policy are welcomed and should be addressed to us at artridge@x.la. with the subject: "Terms of Service".

You are referred to herein as "you" or "your" and when we use "you" or "your" we are referring to you and any person, party or entity who uses the Site or any Services. Together, you and Artridge are referred to herein as "Parties". The Privacy Policy and Refund Policy posted on the Site and Platform also form part of these Terms.

In the future, we may change these Terms. If we decide to change these Terms, the effective date will be posted so that you will always know what terms of use apply when you use the Site or Services.

BY USING THE SITE AND SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST DISCONTINUE YOUR ACCESS TO AND USE OF THE PLATFORM AND SERVICES.

You agree not to gain unauthorized access to the Site or Services, or any account, computer system or network connected to the Site or otherwise, for example, through hacking, password mining or any other illicit means.

Any breach of these Terms immediately terminates your right to access and use the Site and Services and all rights and licenses granted to you by these Terms.

These Terms are divided in the following sections governing different aspects of our Services which you may use.

1. Use of the Site

2. The Artridge project

3. Artridge NFTs and their Purchase

3.1. What are Artridge NFTs?

3.2. How may the Artridge NFTs be used?

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3.3. Purchase, Payment, Gas Fees and Taxes

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4. Ownership and Intellectual Property

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7. Disclaimers. Limitation of Liability

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11. Disputes; Governing Law; Choice of Forum

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Please read each section carefully to understand which terms are applicable to the concrete aspects of our relationship with you.

1. Use of the Site

The Site is located at <https://x.la/artridge> and is a subpage of the x.la website ("XLA Site") which is a marketplace providing us with the ability to promote the Artridge project.

1.1. Who operates the Site, and who you have a contractual relationship with?

Artridge is a separate project from the XLA Site. We are merely granted the ability to use one of the subpages of the XLA Site, and we do not provide any services on behalf of the XLA Site owner. With regards to any Services provided on our Site, you have a direct relationship with Us, XLA Site owner is under no obligation before you whatsoever with regards to the Services provided herewith.

1.2. Intellectual Property in the Site

All media, web applications, mobile applications, software, materials, design, text, images, photographs, illustrations, animation, audio and video material, content, media files,

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artwork, graphic material, databases, proprietary information, sound recordings, voices, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all intellectual property rights therein (all of the foregoing, individually and collectively, the "Site Content") that you may encounter on our Site are in our sole and exclusive ownership.

You are hereby granted a worldwide non-exclusive limited license to view and use the Site and its Content. You may not reproduce, exhibit, sell or distribute otherwise, scrape or modify any the Site or any Content you may encounter on the Site. Your use of the Site is limited strictly to viewing the Site and using its functions explicitly made available by Us.

2. The Artridge project

This Site is aimed at promotion of the Artridge device described on our Site ("Device") that will allow to store and display non-fungible tokens ("NFTs") that we are designing and intend to sell once we finish with the production, manufacturing and appropriate certification.

2.1. Specifications and Claimed Properties

Any specifications, descriptions, claimed properties of the Device that you may encounter on the Site are subject to further elaboration or revision. **Please see Section 7 of these Terms for the disclaimers of our liability in regards to the Device and its production.**

The Device is yet to be produced and manufactured. What you see on the Site is a preliminary description of its properties and intended functionality.

We do not yet offer the Device for sale, but are presenting its concept to our potential audience.

2.2. Timeline of Production

In the "Roadmap" section of the Site, you may find the preliminary timeline of production of the Device, and the actions related to it. We do not guarantee that this timeline will be met, the dates and deadlines in it are subject to updates and revision by Us. **Please see Section 7 of these Terms for the disclaimer of our liability in regards to the Device and its production.**

What we intend to do is to allow you to pre-order the Device now by purchasing the NFTs (**please see Section 3 of these Terms**), then we will aim to develop the Minimum Viable Product Device ("MVP") Device, then allow more users to preorder it with selling additional 500 NFTs, then to present the working Device, then to produce the first batch of the Devices ("Series 1"), then to deliver it.

The terms in the Roadmap are presented in the format month/year, the month is represented by roman numerals, the year is represented by Arabic numerals.

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The concrete dates of performance of actions are to be clarified further, we will update the Site for that and will provide you with the updates if you subscribe to our newsletter on the Site or the Platform.

2.3. Pre-order and purchase

We provide you with the ability to pre-order the Device on our Site by purchasing an NFT from our collections made available on our marketplace on the NFTify platform (the "Platform").

When we will produce the Series 1 Devices, you will be able to purchase the device before other buyers who did not purchase the NFTs at the price made public at the time of start of sales.

We will notify you of the dates for purchasing the Device for the buyers who made a pre-order by purchasing an NFT by email that you will provide to us on our Site, or on our Site if you decide not to provide us with your email. In the latter case, you shall track the Site for updates.

Please see the [Section 3](#) for getting more details on the purchase and use of the Artridge NFTs

3. Artridge NFTs and their Purchase

3.1. What are Artridge NFTs?

For the promotion of the Artridge project and the Devices we offer you to purchase the NFTs from our limited collections (the "Artridge NFTs").

You may purchase the Artridge NFTs by clicking the "pre-order now" link on the Site. Once you do that you will be redirected to the Platform.

3.2. How may the Artridge NFTs be used?

The Artridge NFTs are merely utility tokens. They do not provide you with any sort of equity and do not allow you to gain any profits that the Artridge project may generate.

We intend the Artridge NFTs to allow you to do the following:

- **To be one of the first in line to purchase the Devices.** At the date that will be posted on the Site or sent to you by email, you will be able to enter into a purchase agreement with us to purchase a Device at an earlier date than the general release date.

DISCLAIMER: please note that we are not issuing an option or any sort of unconditional or irrevocable offer to purchase the Devices once they get produced. Neither we will the Artridge NFTs allow you to offset the Artridge NFTs price against the Devices' price in part

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or in full. Until further notice, you will be able only to access our offers for the Devices at a certain date for the price that will be determined solely by Us.

- **To allow you to participate in the Artridge event(s).** At the date that will be posted on the Site or sent to you by email, you will be able to claim a ticket or access to such events.

DISCLAIMER: please note that the events are to be announced, and at the time when you enter into these Terms, there are no definite dates for such event(s). The participation in the event(s) may be subject to further conditions that we will make available on our Site.

3.3. Purchase, Payment, Gas Fees and Taxes

Digital wallets

Once you are on the Platform, you will be required to connect your wallet to the Platform to register, at that moment we might collect your digital wallet information and your name and email address (please see our [Privacy Policy](#)).

The digital wallets the Platform supports are listed on the Platform. We do not own or control any of the digital wallets that the Platform supports, and its support of a specific digital wallet should not be interpreted as our endorsement or guarantee of the functionality of that digital wallet. Your use of the digital wallet you choose to use is at your own risk and subject to the terms and conditions of that digital wallet.

You are responsible for all use of your digital wallet and for any actions that take place using your digital wallet, whether by you or by another person. You are solely responsible for keeping your digital wallet private key confidential and secure.

Purchase

The payments will be made in the cryptocurrency specified on the Platform. The Platform's functionality allows you to top-up your digital wallets with fiat currency, Such top-ups are performed by the third-party vendors, and we do not assume any responsibility for their relationship with you whatsoever. On our end, the transaction will still be made in cryptocurrency with the use of your digital wallet.

At selected times determined by us, we will make the Artridge NFTs available for purchase through our Platform. The price for each Artridge NFT will be designated in the cryptocurrency we designate on the Platform and determined by us. We cannot guarantee that the Artridge NFTs will be available for purchase at the time you seek to purchase one. We reserve the right to modify the types, prices and number of the Artridge NFTs available at our discretion.

Each Artridge NFT is unique. The Artridge NFTs are minted directly into the digital wallet you have connected to the Platform and through which you made your payment in the cryptocurrency. We never hold custody nor take ownership or possession of the Artridge

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NFTs. You acknowledge and agree that if you decide to purchase an Artridge NFT outside of the Platform, such purchases will be entirely at your sole risk.

You are responsible for ensuring your digital wallet address has a sufficient amount of the designated cryptocurrency to cover your purchase as well as any gas fees as described further.

Payments

Any payments made to us via the Platform will be effectuated through the Ethereum blockchain. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions on the Ethereum blockchain. You acknowledge that Artridge has no liability to you or to any third party for any claims or damages that may arise as a result of your payment not reaching us, including, but not limited to, instances where your payment was not properly processed on the Ethereum blockchain. It is solely your responsibility to confirm that your payment for an Artridge NFT has been accepted. While we may provide refunds for the Artridge NFTs, they will be made outside the Platform.

Gas Fees

Every transaction on the Ethereum blockchain requires the payment of a transaction fee known as a "Gas Fee". This means that you are required to pay a Gas Fee for each purchase of an Artridge NFT via the Platform. If you seek to transfer your Artridge NFT via a secondary marketplace you may also incur Gas Fees or other transaction costs. Gas Fees are paid to the network of computers that operate the Ethereum blockchain and are not paid to Artridge. Note that Gas Fees often fluctuate based on a number of factors.

Taxes

You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the "Taxes"). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including Gas Fees) made to us pursuant to these Terms.

If you sell your Artridge NFT via a secondary marketplace, such transaction is subject to a transaction fee determined by us ("Transaction Fee") which may be automatically deducted. All Transaction Fees are applied to the final sale price of the Artridge NFT and are collected and distributed to us at the time of sale through smart contracts on the Ethereum blockchain.

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3.4. Secondary Marketplaces and Third-Party Sites

You are permitted to sell, trade, or distribute your Artridge NFT on any smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs (“Secondary Marketplaces”). Note that the Artridge NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace.

These Terms only relate to your use of the Services, and do not relate to any other website or Internet-based services, including Secondary Marketplaces or other websites or browser extensions to which the Services may link (“Third-Party Sites”). References or links to any Third-Party Site are provided for your convenience and information only, for example, to make it convenient for you to trade your Artridge NFT. Such links should not be interpreted as endorsements by us of any Third-Party Site. When you click such link, we may not warn you that you have left our Services and are subject to the terms and conditions and privacy policies of a Third-Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Sites.

You acknowledge and agree that we are not a party to any agreement or transaction where you trade on any Secondary Marketplace an Artridge NFT which was initially purchased via our Service, whether or not a commission or fee is received by us as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.

DISCLAIMER: We will not provide any of the intended functionality of the Artridge NFTs to the persons you resell your Artridge NFTs through Secondary Marketplaces or otherwise. We will record the digital wallet through which the Artridge NFTs are bought initially, and will not allow claiming of any services or purchases from us, if a particular Artridge NFT is used from a different digital wallet.

Any reference on our Site pertaining to participation in a club or becoming an initiator/contributor of the Artridge Project shall not be construed as establishing any joint venture or commonality between Artridge or you (see Section 7)

3.5. Refunds

Once certain conditions are met, we may refund you with the price paid for the initial purchase of the Artridge NFTs. Please see our Refund Policy.

DISCLAIMER: We will not make a refund to you or any other person if you have resold your Artridge NFT on any Secondary Marketplace.

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4. Ownership and Intellectual Property

The Platform and Services, including any Artridge NFT, or the underlying artwork or other assets to which the Artridge NFTs may give access, Site Content web applications, mobile applications, software, materials, design, text, images, photographs, illustrations, animation, audio and video material, content, media files, artwork, graphic material, databases, proprietary information, sound recordings, voices, graphics and visual effects, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all intellectual property rights therein (all of the foregoing, individually and collectively, the "Content"), are the property of Artridge and/or where applicable, its licensors or suppliers. You are hereby granted a limited license (without the right to sublicense) to access and use the Content solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Nothing in these Terms shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth in these Terms.

Your purchase of an Artridge NFT means you have full ownership rights in an Artridge NFT, including the right to store, sell and transfer your NFT. However, you acknowledge and agree that your purchase of the Artridge NFTs does not provide any rights, express or implied, in (including, without limitation, any copyrights or other intellectual property rights in or to) the Content associated with the NFT other than a limited license to use, copy, view, and display such Content, and a limited license to view and display any associated Content, for your own personal, non-commercial use and in connection with a proposed sale or transfer of the Artridge NFTS. For the avoidance of doubt, you do not have the right to distribute, or otherwise commercialize any Content, including the underlying artwork without our explicit prior written authorization. This means, for example, that you cannot post any Content on any platform or service where it will be accessible by others. Your rights and interest in your Artridge NFT, its associated artwork, and any Content provided by these Terms will immediately terminate upon any subsequent sale, transfer, dispossession, burning, or other relinquishment of your Artridge NFT.

Any use of the Content other than as expressly authorized herein, without the prior explicit written permission of Artridge, is strictly prohibited and shall immediately terminate your right to access and use the Services and all rights and licenses granted to you by these Terms. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes.

The trademarks, service marks, trade names and logos, including Artridge, and any third-party marks used and displayed through the Services are trademarks of Artridge, its licensors, affiliates or sponsors, and may not be used by you other than to describe your Artridge NFT.

The animations, music, page headers, custom graphics, button icons, style sheets and scripts that contribute to the "look and feel" of the Platform and Services are service marks, trademarks and/or trade dress of Artridge and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by

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Artridge in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Artridge.

You may choose to submit comments, bug reports, ideas or other feedback about the Site or the Platform, including, without limitation, about how to improve the Platform or Services through the email address provided at the end of these Terms (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Site or the Platform that prevent or restrict use or copying of any Content or enforce limitations on use of the Services or the Content. By accessing our Site or Platform, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

5. Acknowledgments and Assumptions of Risk

- a. You acknowledge and agree that there are risks associated with purchasing, holding, and using your Artridge NFT. By purchasing, holding and using a Artridge NFT, you expressly acknowledge and assume all risks including, but not limited to: forgotten passwords; inability to access or use your digital wallet for any reason; mistyped addresses or improperly constructed instructions when transmitting or receiving Artridge NFTs or any cryptocurrency; errors in the smart contract that mints Artridge NFTs; errors in the Artridge NFTs; errors in our Platform or Services; inability to access or transfer a Artridge NFT; inability to use, access, copy, or display the Artridge or any Content; blockchain malfunctions or other technical errors; server failure or data loss; telecommunications failures; unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies); taxation of NFTs or cryptocurrencies; uninsured losses; unanticipated risks; volatility risks in the value of Artridge NFTs and cryptocurrencies; unauthorized access to applications; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Ethereum blockchain (i.e., "forks"), or other means of attack that affect, in any way, the Artridge NFTs or the Content (the foregoing, collectively, "Platform Risks"). If you have any questions regarding these risks, please contact us at the email address provided at the end of these Terms.
- b. You acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Terms and to appreciate the risks and implications of purchasing an Artridge NFT.

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- c. You acknowledge that we do not provide any application or other service to receive, access, view, or display your Artridge or any Content, and do not guarantee you will be able to do so. It is your responsibility to procure a digital wallet or other means to allow for you to access or view your Artridge and the Content, and to store the requisite private key(s) or other credentials necessary to access your digital wallet or other technologies. You acknowledge that the risk of acquiring an Artridge NFT from us; holding and using the Artridge NFT; and transferring your Artridge NFT to others rests entirely with you. If your private key(s) or other access credentials are lost, you may lose access to your Artridge NFT. We are not responsible for any such losses, including, but not limited to, losses arising from third-party service providers.
- d. You acknowledge and represent that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. You acknowledge that your purchase of an Artridge NFT complies with applicable laws and regulation in your jurisdiction.
- e. We are not responsible if your Artridge or any Content becomes inaccessible to you for any reason, or for any modifications or changes to your Artridge or any Content including any deletion, removal, or inaccessibility on our Platform or otherwise. You acknowledge that the Artridge graphical image can be copied and distributed and that we cannot guarantee that additional copies of the Artridge associated with your Artridge NFT will not be created by others. You also acknowledge and agree that we or any third party on our behalf could make additional copies of, and distribute, the Artridge associated with your Artridge NFT, and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in such Artridge.
- f. You also acknowledge and agree that:
 - i. Each Artridge NFT has no inherent or intrinsic value. We cannot guarantee that any purchasers of Artridge NFTs will retain their original value, as their value is inherently subjective and factors occurring outside of the Platform may materially impact the value and desirability of any particular Artridge NFT.
 - ii. Our Services do not store, send, or receive Artridge NFTs. Your Artridge NFTs exist only by virtue of the ownership record maintained on the Ethereum blockchain. Any transfer of Artridge NFTs occurs within the Ethereum blockchain and not on the Service or Platform.
 - iii. 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 digital wallet.
 - iv. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the

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development of the Platform or Services, and therefore the potential utility or value of your Artridge NFTs.

- v. Upgrades to the Ethereum blockchain, a hard fork in the Ethereum blockchain, or a change in how transactions are confirmed on the Ethereum blockchain may have unintended, adverse effects on all blockchains using the Ethereum blockchain's NFT standard, including the Platform.

6. Restrictions on Use of Artridge Content

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without our (or, as applicable, our licensors') express prior written consent in each case:

- modify any Artridge Content in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes;
- use any Artridge Content to advertise, market, or sell any third-party product or service;
- use any Artridge Content in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- use any Artridge or Content in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use;
- sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of any Artridge Content;
- attempt to trademark, copyright, or otherwise acquire intellectual property rights in or to any Artridge Content; or
- otherwise utilize any Artridge Content for your or any third party's commercial benefit.

7. Disclaimers. Limitation of Liability

In addition to the disclaimers above We further make the following disclaimers and state the following limitations of liability:

- a. **NO SECURITY, JOINT VENTURE OR COMMONALITY.** THE PURCHASE OF THE ARTRIDGE NFTs DOES NOT PROVIDE YOU WITH ANY TYPE OF SECURITY IN OUR BUSINESS, SHARE OF PROFITS WITH REGARDS TO THE SALE OF THE DEVICES; THE ARTRIDGE NFTS DO NOT IMPLY PERTICIPATION IN ANY JOINT VENTURE WITH US OR ANY THIRD PARTY, NEITHER DOES IT IMPLY ANY COMMONALITY BETWEEN US AND YOU; WE ARE NOT AND WILL NOT PROVIDE OF FACILITATE ANY SECONDARY MARKET FOR THE ARTRIDGE NFTs, NEITHER WILL WE IN ANY WAY INFLUENCE THE PRICE OR VALUE OF THE ARTRIDGE NFTs OTHER THAN SETTING THE INITIAL PURCHASE PRICE FOR THEM.
- b. ARTRIDGE MAKES NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED, ORAL OR WRITTEN THAT THE DEVICES WILL BE PRODUCES, MANUFACTURED OR DELIVERED TO

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YOU; THAT THE ARTRIDGE NFTs WILL ALLOW YOU TO PURCHASE THE DEVICES UNCONDITIONALLY; THAT THE ARTRIDGE NFTs WILL GIVE YOU ACCESS TO ANY EVENTS HELD BY US, OUR AFFILIATES OR PARTNERS; THAT ARTRIDGE NFTs ENTITLE YOU TO ANY BENEFITS FROM US OR ANY WHIRD PARTY.

- c. ARTRIDGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE ARTRIDGE NFTS, THE ARTRIDGE CONTENT, OR THE PLATFORM OR SERVICES, INCLUDING ANY WARRANTIES WITH RESPECT TO TITLE, NON-INFRINGEMENT, TECHNICAL OPERATION OR PERFORMANCE, DESCRIPTION, QUALITY, CONDITION, ATTRIBUTION, AUTHENTICITY, SCARCITY, IMPORTANCE, MEDIUM, PROVENANCE, OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS SPECIFICALLY DISCLAIMED. EACH ARTRIDGE NFT AND CONTENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. EXCEPT AS IS REQUIRED BY LOCAL LAW, ANY WARRANTY OF ANY KIND IS EXCLUDED BY THIS SECTION 11(c).
- d. We are not responsible to you for any reason (whether for breaching these Terms or any other matter relating to your purchase of any Artridge NFT) other than as expressly set out in these Terms. We have no responsibility to any person other than a purchaser in connection with the purchase of any Artridge NFT on this Platform.
- e. Neither we nor you will be responsible for any failure to meet any obligation which we or you have under these Terms which is caused by circumstances beyond our or your reasonable control. This includes, but is not limited to fire, flood, natural disasters, armed conflict, terrorist attack, labor matters, pandemic, technology or telecommunications failures, cyberattacks, or any unauthorized third-party activities.
- f. We will not be responsible or liable to you or any other party for errors or failures to execute any purchase of your Artridge NFT, including, without limitation, errors or failures caused by: (i) your failure to follow our instructions; (ii) any loss of connection to our Platform or Services unless caused by our gross negligence; (iii) a failure of any software or device used by you to purchase your Artridge NFT; or (iv) for any other failure to execute your Artridge NFT purchase or for errors or omissions in connection with this activity unless caused by our gross negligence.
- g. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of any jurisdiction inside and outside of the United States from which you may access the Platform.

8. Release

To the maximum extent permitted by applicable law, you hereby release and waive all claims against Artridge and its affiliates, licensors, suppliers and sponsors, and each of their respective directors, officers, agents, contractors, partners, advisors, employees, licensors, content creators, voiceover talent, and suppliers from any and all liability for

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claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with your use of the Platform or Services or purchase of an Artridge NFT.

To the extent that you do have any claims against Artridge, you agree that: (1) any and all disputes, claims and causes of action against Artridge arising out of or connected with your use of the Platform or Services shall be resolved individually, without resort to any form of class action; and (2) any and all claims, judgments and awards shall be limited to actual damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees.

9. Indemnification

You agree to indemnify and hold Artridge, its affiliates, licensors, suppliers and sponsors, and each of their directors, officers, employees and agents harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of your breach of these terms; your violation of laws, rules or regulations; your violation of any intellectual property right or other rights of another party; or your misuse of the Platform or Services. The foregoing defense and indemnification obligation will survive these Terms and your use of the Services or purchase of an Artridge NFT. You acknowledge and agree that Artridge may, at its option, control the defense or settlement of any such claims.

10. Termination

We reserve the right, in our sole and exclusive discretion, to refuse, suspend, restrict or terminate your access to the Services, or any portion thereof, without notice and for any reason or no reason. You acknowledge that we have the right, but not the obligation, to suspend or terminate your access to all or part of the Services: at the request of law enforcement or other government agencies; if the Services are discontinued or materially modified; upon the occurrence of any technical or security issues or problems; if you engage in any conduct that we believe, in our sole and exclusive discretion, violates any provision of these Terms or other incorporated agreements or guidelines or violates the rights of Artridge or third parties; or upon any breach by you of these Terms.

11. Disputes; Governing Law; Choice of Forum

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein. The number of arbitrators shall be one who shall be selected by Artridge. The seat, or legal place, of arbitration shall be Los Angeles, California. The language to be used in the arbitral proceedings shall be English. The governing law of the Terms shall be the substantive laws of the State of California. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent

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and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Artridge shall be responsible for their respective attorneys' fees and expenses.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

12. Miscellaneous

Severability

If any provision of these Terms is found to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Entire Agreement

These Terms, Privacy Policy and Refund Policy represent the entire agreement between you and Artridge relating to your right to access and use the Platform or Services, and supersede any and all prior or written or oral agreements between you and Artridge with respect to such subject matter.

Waiver

No waiver by Artridge of any breach or default by you under these Terms shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver by Artridge must be in writing signed by Artridge.

Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Artridge. These Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. No provision of these Terms provides any person or entity not a party to these Terms with any remedy, claim, liability, reimbursement or cause of action, or creates any other third-party beneficiary rights.

Changes to these Terms

These Terms may be revised or updated from time to time. Each version applies from the date specified in its header. You are responsible for checking for updates on our Site and Platform, and by continuing to use our Services agree with the updated or revised version of these Terms.

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Thank you for using our Services. If you have any questions regarding these Terms, the Site, Platform, or the Services, please contact us by email at artridge@x.la.