

COLLECTOR CRYPT TERMS OF SERVICE

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The website located at <https://collectorcrypt.com/> is published, owned, and operated by Collector Crypt Inc., its affiliates, and related entities (“Company”). These Terms of Service (the “Terms”) govern the user’s (“User”) access to and use of the website whether accessed via computer, mobile device or otherwise (individually and collectively, the “Website”) as well as any services provided by Collector Crypt Inc. (the “Collector Crypt Service”) (the Website, together with the Collector Crypt Service, collectively referred to as the “Service”).

1. ACCEPTANCE OF AGREEMENT

THESE TERMS OF SERVICE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN USER’S USE OF THE SERVICE, AND ALL RELATED TOOLS, MOBILE APPLICATIONS, WEB APPLICATIONS, DECENTRALIZED APPLICATIONS, SMART CONTRACTS, AND APPLICATION PROGRAMMING INTERFACES (“APIS”) LOCATED AT ANY OF COMPANY WEBSITES, INCLUDING WITHOUT LIMITATION, A LIMITED ACCESS MARKETPLACE ACCESSIBLE THROUGH COMPANY’S WEBSITES (THE “MARKETPLACE”), ALONG WITH ANY SUCCESSOR WEBSITE(S) OR APPLICATION(S) THERETO (COLLECTIVELY, THIS “PLATFORM”). THESE TERMS SET OUT USER’S RIGHTS AND RESPONSIBILITIES WHEN USER USES THIS PLATFORM FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO VIEWING AND PURCHASING COLLECTOR CRYPT NFTS AND ASSETS THROUGH THE MARKETPLACE OR SUBMITTING AN ASSET TO THE MARKETPLACE. BY USING THE SERVICE OR ACCESSING THE PLATFORM IN ANY MANNER, USER ACCEPTS AND AGREES TO BE BOUND AND ABIDE BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. BY AGREEING TO THESE TERMS, USER HEREBY CERTIFIES THAT IT IS AT LEAST 18 YEARS OF AGE. IF USER DOES NOT AGREE TO THESE TERMS OF USE, IT MAY NOT ACCESS OR USE THE WEBSITE OR THE PLATFORM.

PLEASE BE AWARE THAT THESE TERMS OF SERVICE REQUIRE THE USE OF ARBITRATION (Section 15.4) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO USER IN THE EVENT OF A DISPUTE.

By accessing, browsing, submitting information to and/or using the Website, or by signing into the website using a Wallet User accepts and agrees to be bound and abide by these Terms and Company’s Privacy Policy, incorporated herein by reference, and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives. Accordingly, under Article 6 of the General Data Protection Regulation, or “GDPR,” Users in the European Union acknowledge and consent to Company’s processing of personal data as necessary for the performance of these Terms, any applicable agreements, and use of the Website. If User does not agree to the Terms, User should refrain from using the Website or the Service, including acquiring any Collector Crypt NFT through a third-party. The Terms of Service are referred to herein as the “Agreement.”

THIS PLATFORM MAY ALLOW USER TO SHARE CONTENT THROUGH THIS PLATFORM OR THROUGH OTHER APPS OR WEBSITES. PLEASE ONLY SHARE COMPANY’S POSTS AND OTHER SHAREABLE CONTENT WITH THOSE WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER.

2. AMENDMENTS

Company reserves the right to amend these Terms, Company’s Privacy Policy described in Section 7 below, at any time with reasonable notice, as determined by Company in its sole discretion. Company will post notice of any amendment on the Service. User should check this Agreement, and Company’s Privacy Policy regularly for updates. By continuing to use the Platform or Service after such notice is provided, User accepts and agrees to such amendments. If User does not agree to any amendment to any of these agreements, it must stop using the Platform and Service. If User has any questions about the terms and conditions in this Agreement, or Company’s Privacy Policy, please contact Company at [privacy@collectorcrypt.com].

3. DEFINITIONS AND INTERPRETATION

3.1 Defined Terms. Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings:

(a) “Affiliate” means, with respect to a party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with such party.

(b) “Applicable Law” means all laws, statutes, rules, regulations, ordinances, and other pronouncements having the effect of law of any Governmental Authority, including the State of Delaware

(c) “Asset” means a certain physical asset as depicted in or otherwise corresponding to the artwork embodied in a Collector Crypt NFT.

(d) “Blockchain” means a peer-to-peer distributed and public immutable ledger that maintains a record of all transactions occurring on such ledger, including, without limitation, transactions relating to Collector Crypt NFTs.

(e) “Business Day” means a day other than a Saturday, Sunday, or other day on which commercial banks in the State of Delaware are authorized or required to close.

(f) “Collector Crypt Ecosystem” means the NFT ecosystem under the name “Collector Crypt” that will initially consist of a limited-access online marketplace platform with which Users can buy, sell, and create Collector Crypt NFTs and other features to be determined by Company and its Affiliates.

(g) “Collector Crypt NFT” means an NFT which has been minted through the Service.

(h) “Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, official, or other instrumentality of the United States or any state, county, city, or other political subdivision or similar governing entity.

(i) “NFT” means non-fungible token, a unique crypto asset that represents rights to an underlying unit of data stored on a Blockchain that certifies a digital asset to be unique and therefore not interchangeable.

(j) “Profile Information” means the information User provides to Company to register for the Service, including as applicable, its name, physical address, Wallet address, social media information, as well as a username and password which allows User to access the Service, as such information shall change from time to time.

(k) “Solana Network” means the Blockchain platform by the name of Solana which hosts the Collector Crypt Ecosystem.

(l) “Vault” means a third-party entity designated to maintain physical custody of the Asset.

(m) “Wallet” means an Solana/Web3 electronic wallet, which allows User to purchase and store cryptocurrencies and NFTs, and sign/engage in transactions on the Solana (and other EVM compatible) Blockchain.

3.2 Interpretation. References to Sections and Appendices are to be construed as references to the Sections of, and Appendices to, this Agreement, unless otherwise indicated. The singular includes the plural, and the plural includes the singular. All references to hereof, herein, hereunder and other similar compounds of the word here shall mean and refer to this Agreement as a whole rather than any particular part of the same. The terms include and including are not limiting. Unless designated as Business Days, all references to days shall mean calendar days. The use of the word “including” in this Agreement to refer to specific examples will be construed to mean “including, without limitation” or “including but not limited to” and will not be construed to mean that the examples given are an exclusive list of the topics covered. The headings, captions, headers, footers and version numbers contained in this Agreement are intended for convenience or reference and shall not affect the meaning or interpretation of this Agreement.

4. THE SERVICE

4.1 Purpose of the Website. The Website is provided for the purpose of providing insight and updates as to the Collector Crypt Ecosystem and allowing Users to create, buy, sell, and redeem Collector Crypt NFTs. The Service and the Platform are for marketing purposes only and are not meant to provide any financial advice or indicate any trading opportunity. Any reliance User places on such information is strictly at User’s own risk. Company disclaims all liability and responsibility arising from any reliance placed on such content by User or any other visitor to the Website, or by anyone who may be informed of any of its contents. Any information User provides or that is collected by Company through the Website shall be handled in accordance with Company’s Privacy Policy.

4.2 Use of the Website. Company grants User a non-exclusive license to access and use the Platform including the Website and the data, material, content, or information herein (collectively, the “Content”) solely for User’s personal use. User’s right to access and use the Website shall be limited to the purposes described in these Terms unless User is otherwise expressly authorized by Company to use the Website for User’s own commercial purposes. User agrees to use the Website only for lawful purposes, comply with all rules governing any transactions on and through the Website and comply with Applicable Law.

(a) User Account Responsibility. User understands and agrees that it is solely responsible for maintaining the security of User’s account and control over any usernames, passwords, public and/or private keys, or any other codes that User uses to access the Service. If User is given or creates a password to access the Platform, it is responsible for maintaining the confidentiality of such account and password. If User uses a Wallet to access the Platform, Company has no way of granting User access to the site if it loses access to, or control of such Wallet. User is responsible for all activities that occur under its account, and User agrees to notify Company immediately of any suspected unauthorized use of such account, including the use of an account by an individual under the age of eighteen (18) years of age, in violation of this Section 4.2. Company is not responsible for any loss that User may incur as a result of any unauthorized person using User’s account, Wallet, or password. Any unauthorized access to User’s account by third parties could result in the loss or theft of funds held in such account and any associated accounts, including linked bank account(s) and credit card(s).

(b) **USERS ARE ENTIRELY RESPONSIBLE FOR THE SAFETY AND MANAGEMENT OF THEIR OWN PRIVATE SOLANA WALLETS AND VALIDATING ALL TRANSACTIONS AND CONTRACTS GENERATED BY THIS WEBSITE BEFORE APPROVAL. FURTHERMORE, AS THE SMART CONTRACT RUNS ON THE SOLANA NETWORK, THERE IS NO ABILITY TO UNDO, REVERSE, OR RESTORE ANY TRANSACTIONS.**

(c) Additional Considerations.

(i) *Transactions Are Recorded on the Public Blockchains.* Transactions that take place on the Platform are managed and confirmed via Blockchains including but not limited to the Solana Network. The User understands that its public address on the relevant Blockchain will be made publicly visible whenever it engages in a transaction on the Platform. Company neither owns nor controls Phantom, or any other Wallet, the Solana Network, or any other Blockchain network Company chooses to interface with, or any other third-party site, product, or service that Users might access, visit, or use for the purpose of enabling the user to access and utilize the various features of the Platform. Company will not be liable for the acts or omissions of any such third parties, nor will Company be liable for any damage that a User may suffer as a result of its transactions or any other interaction with any such third parties.

(ii) *Gas.* All transactions on the Platform are facilitated by smart contracts existing on a Blockchain. Blockchains generally require the payment of a transaction fee for every transaction. For example, the Solana Network requires the payment of a transaction fee (a “Gas fee”) for every transaction that occurs on the Solana Network, and thus every transaction occurring on the Platform through the Solana Network. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of Company or the Platform. User acknowledges that under no circumstances will a transaction on the Platform, be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to User.

(iii) *Use of Profile Information.* User authorizes Company to use Profile Information for all purposes related to the Service, provided that such access shall be used solely for the purpose of providing the Service.

4.3 License. Subject to this Agreement, Company grants User a non-transferable, non-exclusive, revocable, limited license to use and access the Service solely for its own use, and solely as permitted by and in compliance with the Terms and Applicable Law. Such limited license may be revoked at any time in Company's sole discretion.

4.4 Prohibitions and Restrictions.

(a) Prohibited Uses. User agrees that it will not:

(i) Use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of it;

(ii) Attempt to gain unauthorized access to any Website account, computer systems or networks associated with Company or the Website;

(iii) Obtain or attempt to obtain any materials or information through the Website by any means not intentionally made available or provided by Company;

(iv) Use any robot, spider, or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;

(v) Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;

(vi) Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or

(vii) Impersonate or attempt to impersonate Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);

(viii) License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed on the Service;

(ix) Modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service;

(x) Use the Website or the Service to violate, or to enable any other person to violate, any law or regulation, infringe on the rights of any third parties, offer any Asset as part of a fake or fraudulent transaction; or

(xi) Access the Service in order to build a similar or competitive website, product, or service.

(b) Restrictions. Except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Service shall be subject to this Agreement. All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained on all copies thereof. User will not use the Website or Service for any illegal purpose.

4.5 Modification. Company reserves the right, at any time, to modify, suspend, or discontinue the Website (in whole or in part) with or without notice to User. User agrees that Company will not be liable to User or to any third party for any modification, suspension, or discontinuation of the Website or any part thereof.

4.6 No Support or Maintenance. User acknowledges and agrees that Company will have no obligation to provide it with any support or maintenance in connection with the Website or Service.

4.7 Account Suspension. User agrees that Company has the right to immediately pause or cancel User’s access to the Service, Website, and the Platform if Company suspects, in its sole discretion, that (i) User’s account is being used for any illegal activity; (ii) User has engaged in fraudulent activity; or (iii) User has engaged in transactions in violation of these Terms of Use.

4.8 Affiliates. The rights, duties and/or obligations of Company under this Agreement may be exercised and/or performed by Company and/or any of Company’s Affiliates, or any of their subcontractors and/or agents. Company acknowledges and agrees that it shall be solely responsible for the acts or omissions of Company’s Affiliates, and any subcontractor or agent of Company or any of Company’s Affiliates, related to the subject matter hereof. User agrees that any claim or action arising out of or related to any act or omission of any of Company or Company’s Affiliates, or any of their respective subcontractors or agents, related to the subject matter hereof, shall only be brought against Company, and not against any of Company’s Affiliates, or any subcontractor or agent of Company or any of Company’s Affiliates.

5. COLLECTOR CRYPT NFT TERMS.

For Users that mint, own, purchase, list, or sell Collector Crypt NFTs, the following terms set forth in this Section 5 will also apply. Each Collector Crypt NFT represents an ownership right with respect to an Asset which is held in a Vault, however, Company makes no representation or guarantee that the monetary value of any Collector Crypt NFT shall bear any relationship to the value of the associated Asset. The following terms in this Section 5 describe User’s rights and obligations with respect to Collector Crypt NFTs.

5.1 Ownership

(a) Rights to the NFT. Ownership of Collector Crypt NFTs are mediated entirely by smart contract and the Solana Network. Company will not take action to seize, freeze, or otherwise modify the ownership of any Collector Crypt NFT, except to the extent necessary to remedy User’s breach or violation of these Terms, to maintain the security and reliability of the Service, to comply with Applicable Law or in the event that Company reasonably believes that such Collector Crypt NFT or the associated Asset is counterfeit or stolen.

(i) *Minting.* When a User successfully submits an Asset in accordance with these Terms, the Website will then allow the User to create an associated Collector Crypt NFT. Upon choosing such option, the Collector Crypt NFT is “minted” directly into the Wallet connected to the Website and the User officially owns the Collector Crypt NFT and continues to own the corresponding Asset.

(ii) *Superseding of Previous NFT Ownership Rights.* Upon minting a Collector Crypt NFT, such NFT will become the sole indication of User’s status as the owner of the Asset. As such, if a User mints a Collector Crypt NFT and then transfers, sells, or otherwise loses control of its Collector Crypt NFT, such User will lose all rights and benefits associated with ownership of the associated Asset.

(iii) *User Responsible for Custody of NFTs.* User is the sole custodian of any Collector Crypt NFT which it holds. Company will not grant User access to the Asset if User loses access to, or control of, the Collector Crypt NFT and/or the Wallet in which it is located.

(iv) *Burning.* In order to redeem a Collector Crypt NFT, thus request to receive the associated Asset from the Vault, a User must “burn” the Collector Crypt NFT. Electing to burn a Collector Crypt NFT through the Service gives Company permission to irreversibly void such NFT on the Blockchain. If User believes it has burned a Collector Crypt NFT by mistake, such User may reach out to Company at [support@collectorcrypt.com], but Company will not be able to undo or otherwise modify the burning of the NFT on the Blockchain.

(b) Rights to the Art. Subject to User’s continued compliance with these Terms, Company grants User a worldwide limited license to display the art associated with Collector Crypt NFTs, provided such art is displayed through a cryptographically verified method which links to the Collector Crypt NFT on the Blockchain or through the Website. No other use of the art associated with a Collector Crypt NFT is authorized.

(c) Intellectual Property Limitations.

(i) *Company Intellectual Property.* Other than the rights to the art delineated in Section 5.1(b), nothing herein gives User any rights to any other trademarks or other intellectual property rights belonging to Company including, without limitation, to Company, the Website, the Services, and the associated logos. All of these rights are expressly reserved in the name of Company.

(ii) *Third-Party Intellectual Property.* The purpose of a Collector Crypt NFT is solely to track the ownership and transactions in connection with the associated Asset. As delineated in these Terms, the Service provides an authentication process which is independent of any brand. Collector Crypt NFTs are not affiliated or associated with, sponsored by, or officially connected to any third-party brand or any brand subsidiaries or affiliates. Any third-party brand names, use, copyrights, and trademarks are used in a Collector Crypt NFT solely to refer to the physical product to which the Collector Crypt NFT corresponds. Nothing herein gives User any rights to any other trademarks or other intellectual property rights belonging to third-parties. All of these rights are expressly reserved in the name of such third-party. For more information on official brand products, please visit the applicable brand's website.

5.2 Company Marketplace. Users may purchase and resell Collector Crypt NFTs through the Website, or through Secondary Marketplaces as described in Section 5.3. Upon minting a Collector Crypt NFT, that Collector Crypt NFT will appear in User's account and associated Wallet. User may resell the Collector Crypt NFT on the Website, provided that any subsequent purchase of User's Collector Crypt NFT ("Secondary Sale") will also be subject to these Terms. Immediately following any Secondary Sale, such Collector Crypt NFT will no longer appear in User's account portfolio, and any associated licenses or other rights provided under these Terms or by Company will terminate. All purchases are final and there are no returns for Collector Crypt NFTs, or other digital products purchased on the Platform. User's purchase of, and any Secondary Sale of, a Collector Crypt NFT is subject to User agreeing to these Terms. Please note that Company, in its sole discretion, may restrict how NFTs function on the Service, including limiting NFTs to certain portions of the Service, the payment methods User may use to acquire NFTs, and the jurisdictions in which NFTs may be bought and sold. Please see Company's Lightpaper, available at <https://collectorcrypt.com/Collector-Lightpaper.pdf> for additional details.

5.3 Secondary Marketplaces. Users may be able to sell, trade, or distribute Collector Crypt NFTs on any compatible 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"), in each case subject to such Secondary Marketplace's then-current terms and functionality. Collector Crypt NFTs may not be compatible with all Secondary Marketplaces, and Company makes no guarantee about the availability or functionality of any Secondary Marketplace.

(a) User acknowledges and agrees that Company is not a party to any Secondary Sale, whether or not a commission or fee is received by Company in connection with such transaction. Company is not liable for any loss incurred by User in connection with or otherwise arising from any Secondary Sale of a Collector Crypt NFT. Company is not and shall not be a party to any transaction or dispute between any offeror or seller of a Collector Crypt NFT and any subsequent owner of such Collector Crypt NFT, whether arising from any rights granted in that Collector Crypt NFT or otherwise.

(b) If User sells a Collector Crypt NFT via a Secondary Marketplace, such transaction will be subject to a transaction fee determined by Company, in its sole discretion (a "Secondary Transaction Fee") which Secondary Transaction Fee may be automatically deducted from the sale proceeds User would receive from the sale of User's Collector Crypt NFT. All Transaction Fees will be applied to the final sale price of the Collector Crypt NFT.

5.4 Not Investments. Collector Crypt NFTs serve exclusively as collectibles and as access tokens permitting certain redemption rights relating to the associated Asset, in accordance with Section 6. Collector Crypt NFTs serve exclusively as collectibles and User acknowledges and agrees that it shall not use the Service for any investment purposes. Company makes absolutely no promise or guarantee that the Collector Crypt NFTs will hold any particular value once minted.

5.5 Taxes. User is personally and solely responsible for any and all tax liability which may arise from minting or selling Collector Crypt NFTs.

5.6 No Future Guarantees or Future Promises. By minting a Collector Crypt NFT, User is only entitled to receive a Collector Crypt NFT from Company, in accordance with these Terms. Any future potential airdrops, or other events are not guaranteed and will be decided at the sole discretion of Company. For example, from time to time, Company may offer incentives and rewards for Users through \$COLL, Company's native rewards token, but no such rewards are guaranteed or offered as a component of the value of any particular Collector Crypt NFT. Company cannot guarantee that it will continue to exist past any specific date. Accordingly, the Service has no lower limit on how long it will exist or be run/administered by Company.

5.7 No Refunds. All purchases of Collector Crypt NFTs are conducted on the Solana Network, as such it is impossible to undo, revert, or otherwise refund a purchase of a Collector Crypt NFT.

COMPANY MAY, IN ITS SOLE DISCRETION, BLOCK ANY AND ALL RIGHTS ASSOCIATED WITH OWNERSHIP OF A COLLECTOR CRYPT NFT IF USER VIOLATES THESE TERMS OR COMPANY IS OTHERWISE NOTIFIED OF ANY FRAUDULENT BEHAVIOR RELATING TO SUCH OWNERSHIP.

6. ASSET TERMS.

For Users that mint, own, purchase, list, or sell Collector Crypt NFTs or submit an Asset to a Vault, such User is thereby utilizing the Vault to store an Asset, and the following terms set forth in this Section 6 will also apply. The following terms in this Section 6 describe User's rights and obligations with respect to the Assets and the Vault.

6.1 Third-Party Vault. Collector Crypt NFTs represent ownership of Assets which are stored by certain Vaults in accordance with each respective Vault's services. By agreeing to use the Service and owning a Collector Crypt NFT, User authorizes Company to select a Vault related to the associated Asset, and agrees that it will comply with the applicable provisions of the procedures, terms, and liabilities of the chosen Vault (the "Vault Terms"). [In the event that Company selects PWCC Marketplace LLC as a Vault for an Asset, then Company will accept, with respect to User's Asset and on User's behalf, to be bound by the applicable provisions of the Vault Terms of PWCC, available at <https://www.pwccmarketplace.com/tos> and <https://www.pwccmarketplace.com/marketplace-tos>]. User acknowledges and agrees that any Vault is currently provided to User at no additional cost; however, User may be required to pay additional fees if User elects to have an Asset shipped to User, as described in Section 6.3. Furthermore, User acknowledges and agrees that Company is not providing any of the Vault services and is in no manner providing custody or security services with respect to any Assets.

6.2 Rights to the Asset. Ownership of an Asset is determined solely by the ownership of the associated Collector Crypt NFT, in accordance with Section 5. As delineated in Section 5, if a User transfers, sells, or otherwise loses control of a Collector Crypt NFT, such User will lose all rights and benefits associated with ownership of the associated Asset.

6.3 Vault Custody. Users seeking to mint a Collector Crypt NFT with respect to an Asset will ship such Asset directly to the Vault designated by Company and receive the Asset directly from such Vault. Company will facilitate transactions relating to the Asset, but will at no times be a physical custodian of the Asset. Company will not oversee or otherwise control the business practices of any Vaults. **UPON SHIPPING AN ASSET TO A DESIGNATED VAULT, SUCH VAULT WILL, AT ALL TIMES, BE RESPONSIBLE FOR PHYSICAL CUSTODY OF SUCH ASSET, AND COMPANY WILL BEAR NO RESPONSIBILITY FOR ANY LOSSES THAT MAY ARISE IN CONNECTION WITH THE SHIPPING, TRANSPORTATION, OR STORAGE OF SUCH ASSET.**

(a) Authentication. Each Vault maintains its own standards and processes for authenticating Assets which may differ from the standards and processes of other Vaults. Company makes no representations or warranties regarding each Vault's standards or processes for determining the authenticity of an Asset. User acknowledges and agrees that Company is not responsible and shall not be held liable for any losses, defects, or delays resulting from any Vault's denial to authenticate an Asset or purported inaccuracies that may occur in the authentication process.

(b) Storage. Each Vault maintains its own standards and processes for storing, securing, and maintaining Assets which may differ from the standards and processes of other Vaults. Company makes no representations or warranties regarding any Vault's standards and processes for the storage, security, and

maintenance of an Asset. User acknowledges and agrees that Company is not responsible and shall not be held liable for any losses, defects, or delays resulting from such storage, security, and maintenance.

(c) Access. An Asset will be stored in its respective Vault until such time that a User owning the associated Collector Crypt NFT elects to receive the Asset through the Service, as detailed in Section 5.1(a)(iv). Although Users may receive information relating to each Asset's Vault location through the Website or metadata attached to the Collector Crypt NFT, ownership of a Collector Crypt NFT does not entitle User to contact a Vault directly, or to receive access to an associated Asset.

6.4 Shipping.

(a) Shipping Asset to the Vault; Minting. When User ships an Asset to a Vault, User will pay all applicable shipping fees, withdrawal fees, and sales tax associated with such shipment. User acknowledges and agrees that Company will not be liable to User for any delay or loss in shipping. User is solely responsible for obtaining and retaining a shipping and tracking number relating to the shipment of an Asset to a Vault and providing such number to Company. Upon Company's confirmation that an Asset has been authenticated in accordance with Section 6.3(a) Company will mint a Collector Crypt NFT.

(b) Receiving Asset from the Vault. If a User owning a Collector Crypt NFT requests to receive the associated Asset to which such Collector Crypt NFT relates, User will pay all applicable shipping fees, withdrawal fees, and sales tax associated with such shipment. User acknowledges and agrees that Company will not be liable to User for any delay or loss in shipping. Upon electing to have the Asset delivered, the corresponding Collector Crypt NFT will be burned in accordance with Section 5.1(a)(iv).

(c) Shipping Address. User acknowledges and agrees that it is User's responsibility to provide a current and accurate shipping address to Company in order to receive an Asset or be returned an Asset upon shipping to a Vault. Company shall not be responsible for any delay, failure, or inability to transfer an Asset due to any reason outside of Company's control, including without limitation, User's failure to comply with the relevant Vault Terms or these Terms.

6.5 Not Investments. Assets serve exclusively as collectibles and User acknowledges and agrees that it shall not use the Service for any investment purposes. Company makes absolutely no promise or guarantee that the Asset will hold any particular value.

6.6 Taxes. User is personally and solely responsible for any and all tax liability which may arise from purchasing or reselling Assets.

6.7 Transfers are Final. All transfers of Assets relating to Collector Crypt NFTs are final. Company makes no guarantee that it will be able to undo or otherwise reverse a transfer of an Asset.

COMPANY MAY, IN ITS SOLE DISCRETION, BLOCK ANY AND ALL RIGHTS ASSOCIATED WITH OWNERSHIP OF AN ASSET IF USER VIOLATES THESE TERMS OR COMPANY IS OTHERWISE NOTIFIED OF ANY FRAUDULENT BEHAVIOR RELATING TO SUCH OWNERSHIP.

7. PRIVACY

User agrees to Company's Privacy Policy (available at <https://collectorcrypt.com/privacy-policy/>), which is incorporated by reference into this Agreement as if it were set forth herein in its entirety. The Privacy Policy describes how Company collects, uses, and discloses Profile Information. By using the Website or Service, Users agree to, and are bound by, the terms of the Privacy Policy.

8. COMMUNICATION WITH USERS

User affirms that it is aware of and acknowledges that Company is a non-custodial service provider and has designed this Platform to be directly accessible by the Users without any involvement or actions taken by Company or any third-party. Company does not have a way to communicate directly with Users.

9. THIRD-PARTY LINKS, PRODUCTS AND APPLICATIONS

9.1 Third-party Sites. The Website may contain links to websites controlled or operated by persons and companies other than Company ("Linked Sites"), including but not limited to opensea.io, any sites related to NFT

projects (occasionally hyperlinked as “Official”), Twitter, Instagram, and Discord. Linked Sites are not under the control of Company, and Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from User’s use of a Linked Site. Company is providing these links to Users only as a convenience, and the inclusion of any link does not imply endorsement by Company of the site or any association with its operators. User is responsible for viewing and abiding by the privacy policies and terms of use posted on the Linked Sites. User is solely responsible for any dealings with third parties who support Company or are identified on the Website, including any delivery of and payment for goods and services. Company does not store any information shared with a Linked Site and is not responsible for any personally identifiable information shared with any Linked Site.

9.2 Third-party Applications. User acknowledge that its access and use of any third-party applications or software on the Website and Content, such as Know Your Customer “KYC” verification software (the “Third-Party Applications”), is at its own discretion and risk, and Company has no liability to User arising from such use of the Third-Party Applications. Company hereby disclaims any representation, warranty, or guaranty regarding the Third-Party Applications, whether expressed, implied or statutory, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, and any representation, warranty, or guaranty regarding the availability, quality, reliability, features, appropriateness, accuracy, completeness, or legality of the Third-Party Applications, and User agrees to indemnify and hold Company harmless for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of the Third-Party Applications. Company is not responsible for any personally identifiable information shared with any Third-Party Applications.

9.3 Release. User hereby releases and forever discharges Company (and Company’s officers, employees, agents, successors, and assigns) 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, Company’s partners or any other third party or any Third-party Links and Applications). IF USER IS A CALIFORNIA RESIDENT, IT HEREBY WAIVES CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

10. INTELLECTUAL PROPERTY

10.1 Company Intellectual Property.

(a) User acknowledges and agrees that Company (or, as applicable, Company’s licensors) own all legal right, title, and interest in and to all elements of the Platform. Company logo, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Platform (collectively, the “Company Materials”) are owned by Company. The Website, Platform, Company Materials, and Content are protected by copyrights, trademarks, or are subject to other proprietary rights. Accordingly, User is not permitted to use the Website or Content in any manner, except as expressly permitted by Company in these Terms. The Website or Content may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way, and User agrees not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, or create derivatives without the express written consent of Company or the applicable owner. Except as expressly set forth in Section 5 and this Section 10, User’s use of the Platform does not grant User ownership of or any other rights with respect to any content, code, data, or other materials that User may access on or through the Platform. Company reserves all rights in and to Company Materials not expressly granted to Users in the Terms.

(b) User may not use any Company Content to link to the Website or Content without Company’s express written permission. User may not use framing techniques to enclose any Company Content without Company’s express written consent. In addition, the look and feel of the Site and Content, including without limitation, all page headers, custom graphics, button icons, and scripts constitute the service mark, trademark,

or trade dress of Company and may not be copied, imitated, or used, in whole or in part, without Company's prior written permission.

(c) Notwithstanding anything to the contrary herein, User understands and agrees that it shall have no ownership or other property interest in its account, and User further agrees that all rights in and to such account are and shall forever be owned by and inure to the benefit of Company.

10.2 Non-Company Intellectual Property. Outside Company Materials, all other trademarks, product names, logos, and similar intellectual property on the Platform 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.

10.3 Digital Millennium Copyright Act Compliance

(a) Notification. Company takes claims of copyright infringement seriously. Company will respond to notices of alleged copyright infringement that comply with applicable law. If User believes any materials accessible on or from the Website or Service infringes a copyright which it owns, it may request removal of those materials (or access to them) from the Website by submitting written notification to Company's copyright agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

(i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

(ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Service are covered by a single notification, a representative list of such works from the Service;

(iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;

(iv) information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

(v) a statement that the complaining party 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;

(vi) a statement that the information in the notification is accurate; and

(vii) under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If User fails to comply with all of the requirements of Section 512(c)(3) of the DMCA, its DMCA Notice may not be effective. Upon removing any allegedly infringing material, Company will notify the alleged infringer of such takedown.

(viii) Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

(b) Counter Notification. If User elects to send Company's copyright agent a counter notice, to be effective it must be a written communication that includes the following (please consult legal counsel or See 17 U.S.C. Section 512(g)(3) to confirm these requirements):

(i) a physical or electronic signature;

(ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

(iii) a statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;

- (iv) adequate contact information including name, address, and telephone number; and
- (v) a statement that the subscriber consents to the jurisdiction of a federal district court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which Company may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

The DMCA allows Company to restore the removed content if the party filing the original DMCA Notice does not file a court action against the alleged infringer within ten (10) business days of receiving the copy of the alleged infringer's counter notice. Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

Company's designated copyright agent or authorized official to receive notifications and counter-notifications of claimed infringement is:

Collector Crypt Inc.
Attn: Legal
251 Little Falls Drive
Wilmington, Delaware 19809
Email: legal@collectorcrypt.com

A summary of the DMCA can be obtained from the [U.S. Copyright Office](#).

11. INDEMNIFICATION

User agrees to release, indemnify, and hold harmless Company and its Affiliates, and their respective officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to: (a) User's access to, use of, or inability to use the Platform, the Website, the Service, any Collector Crypt NFT, or any Asset; (b) any loss related to the shipping, storage, or maintenance of an Asset, whether or not such Asset is held in a Vault; (c) any loss resulting from the purchase, sale, or transfer of a Collector Crypt NFT on a Secondary Marketplace; (d) User's breach of this Agreement; (e) User's violation of any rights of a third party; (f) User's violation of any Applicable Law; and (g) any and all financial losses User may suffer, or cause others to suffer, due to trading NFTs whether or not such trades were made due to information learned on the Platform or through the Service.

12. ASSUMPTION OF RISK

12.1 User Acknowledges the Risk of Cryptocurrency and Smart Contracts. USER REPRESENTS AND WARRANTS THAT IT UNDERSTANDS AND IS WILLING TO ACCEPT THE RISKS ASSOCIATED WITH CRYPTOGRAPHIC SYSTEMS SUCH AS SMART CONTRACTS, PUBLIC BLOCKCHAIN NETWORKS (INCLUDING BUT NOT LIMITED TO THE SOLANA NETWORK), NON-FUNGIBLE TOKENS, AND THE INTERPLANETARY FILE SYSTEM.

12.2 Company is Not Responsible for Technical Errors on Any Blockchain. COMPANY IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE SOLANA NETWORK OR ANY OTHER BLOCKCHAIN NETWORK COMPANY MAY INTERFACE WITH, OR THE PHANTOM WALLET OR ANY SIMILAR BROWSER OR WALLET ON ANY BLOCKCHAIN NETWORK INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE SOLANA NETWORK OR ANY OTHER BLOCKCHAIN NETWORK COMPANY MAY INTERFACE WITH, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

Upgrades to the Solana Network or any other Blockchain network with which Company may interface, a hard fork in any such platform, or a change in how transactions are confirmed on any such platform may have unintended, adverse effects on all Blockchains using the SPL standards, including the Collector Crypt Ecosystem

12.3 User Acknowledges the Risks of the Platform. User acknowledges that the Platform is subject to flaws and acknowledges that it is solely responsible for evaluating any information provided by the Platform. This warning and others provided in this Agreement by Company in no way evidence or represent an ongoing duty to alert User to all of the potential risks of utilizing or accessing the Platform. The Platform may experience sophisticated cyber-attacks, unexpected surges in activity or other operational or technical difficulties that may cause interruptions to or delays on the Platform. User agrees to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and agrees to not hold Company accountable for any related losses. Company will not bear any liability, whatsoever, for any damage or interruptions caused by any viruses that may affect User's computer or other equipment, or any phishing, spoofing or other attack

12.4 Company Does Not Make Any Representations Regarding the Value of NFTs or Other Digital Assets. The prices of Blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of NFTs, which may also be subject to significant price volatility. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development, potential utility, or value of NFTs. The Platform, SOL, NFTs, and other digital assets could be impacted by one or more regulatory inquiries or regulatory action. For all of the foregoing reasons, as well as for reasons that may not presently be known to Company, Company makes absolutely no representations or warranties of any kind regarding the value of NFTs or other digital assets.

12.5 User Acknowledges Financial Risk of Digital Assets. The risk of loss in trading digital assets can be substantial. User should, therefore, carefully consider whether such creating, buying or selling digital assets is suitable in light of User's own circumstances and financial resources. By using the Platform, User represents that it has been, is, and will be solely responsible for making its own independent appraisal. Under no circumstances shall Company be liable in connection with User's use of the Platform or its related performance of any digital asset transactions. Under no circumstances will the operation of all or any portion of the Platform be deemed to create a relationship that includes the provision or tendering of investment advice. User acknowledges and agrees that Company is not a party to any agreement or transaction between one or more Users and/or third-parties involving the purchase, sale, charge, or transfer of NFTs.

12.6 User Acknowledges Risks Related to Use of Vault. As set forth in Section 6, Company may designate one or more Vaults for the storage of Assets and User represents and acknowledges that Company shall have no control over any such Vaults. User expressly agrees by using the Platform and by agreeing to mint a Collector Crypt NFT that User assumes the risks associated with such Vaults, including without limitation, the risks of any loss related to the shipping and storage of an Asset and any loss arising from User's failure to provide correct shipping instructions to a Vault or Company. User acknowledges and agrees that Company shall have no responsibility or liability related to the shipping or storage of any Asset.

12.7 Violations by Other Users. User irrevocably releases, acquits, and forever discharges Company and its subsidiaries, affiliates, officers, and successors for and against any and all past or future causes of action, suits, or controversies arising out of another user's violation of these Terms.

13. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMER

13.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY (OR COMPANY'S AFFILIATES) BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY FINANCIAL LOSS, LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS, THE SHIPPING OR STORAGE OF AN ASSET, THE USE OF ANY VAULT, OR USER'S USE OF, OR INABILITY TO USE, THE PLATFORM, THE WEBSITE OR THE SERVICE, ANY COLLECTOR CRYPT NFT, ANY ASSET, CONTENT OR INFORMATION ACCESSED VIA THE WEBSITE, OR ANY DISRUPTION OR DELAY IN THE PERFORMANCE OF THE WEBSITE, OR THE SERVICE EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES OR SERVICE IS AT USER'S OWN DISCRETION AND RISK, AND USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CERTAIN USERS.

13.2 No Warranties. ALL INFORMATION OR SERVICE PROVIDED BY COMPANY TO USER VIA THE WEBSITE, OR ANY SERVICE PROVIDED TO USER BY ANY VAULT, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, ARE PROVIDED “AS IS” AND “WHERE IS” AND WITHOUT ANY WARRANTIES OF ANY KIND. COMPANY AND ANY THIRD-PARTY LICENSORS WITH CONTENT ON THE WEBSITE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, COMPANY AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY OR AVAILABILITY OF THE WEBSITE OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE PLATFORM. USER SPECIFICALLY ACKNOWLEDGES THAT COMPANY AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE OR UNLAWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE WEBSITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH USER. NEITHER COMPANY NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE. COMPANY FURTHER MAKES NO WARRANTY THAT THE WEBSITE WILL BE FREE OF VIRUSES, WORMS OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. USER EXPRESSLY AGREES THAT USE OF THE WEBSITE IS AT USER’S SOLE RISK AND THAT COMPANY, ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICE, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE WEBSITE OR USER’S USE THEREOF. USER’S SOLE REMEDY AGAINST COMPANY FOR DISSATISFACTION WITH THE WEBSITE OR THE CONTENT IS TO CEASE USER’S USE OF THE PLATFORM, WEBSITE AND/OR THE SERVICE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CERTAIN USERS. CERTAIN USERS MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, USERS AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

USER SPECIFICALLY ACKNOWLEDGES THAT COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES RELATING TO THE SHIPPING OF ANY ASSET OR ARISING FROM THE STORAGE OF AN ASSET WITH ANY VAULT. NEITHER COMPANY NOR ANY VAULT REPRESENTS WARRANTIES OR COVENANTS THAT ANY VAULT WILL BE SECURE OR THAT ACCESS TO SUCH VAULT SHALL BE UNINTERRUPTED. USER EXPRESSLY AGREES THAT USE OF ANY VAULT IS AT USER’S SOLE RISK AND THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICE, LOSSES, ACTIONS, OR OMISSIONS TAKEN BY ANY VAULT WITH RESPECT TO ANY ASSET.

14. TERM AND TERMINATION

Subject to this Section, this Agreement will remain in full force and effect while User uses the Platform or uses the Service (the “Term”). Company may suspend or terminate User’s rights to use the Platform or the Service at any time for any reason at Company’s sole discretion, including for any use of the Platform or the Service in violation of this Agreement. All provisions of the Agreement which by their nature should survive, shall survive termination of Service, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

15. GENERAL TERMS

15.1 Changes to these Terms of Use. Company may update or change these Terms from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by Company. The effective date of any Terms will be reflected in the “Last Revised” entry at the top of these Terms.

User's continued use of the Website after any such change is communicated shall constitute User's consent to such change(s).

15.2 Waiver. The waiver by Company of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.

15.3 Governing Law & Jurisdiction. These Terms are governed by the laws of the State of Delaware. User hereby irrevocably consents to the exclusive jurisdiction and venue of the courts in the State of Delaware, in all disputes arising out of or relating to the use of the Website not subject to the Arbitration Agreement outlined in Section 15.4

15.4 Dispute Resolution. Please read the following arbitration agreement in this Section 15.4 ("Arbitration Agreement") carefully. It requires User to arbitrate disputes with Company and limits the manner in which User can seek relief from Company. It is part of User's contract with Company and affects User's rights. It contains procedures of MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any product or service provided by Company that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to User and Company, and to any subsidiaries, Affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement. This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Company should be sent to:

Collector Crypt Inc.
Attn: Legal
251 Little Falls Drive
Wilmington, Delaware 19809
Email: legal@collectorcrypt.com

After the Notice is received, User and Company may attempt to resolve the claim or dispute informally. If User and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Procedure.

(i) Any unresolved dispute, claim, interpretation, controversy, or issues of public policy arising out of or relating to the Collector Crypt Ecosystem, the Website, these Terms, or the Services, including the determination of the scope or applicability of this Section 15.4(c) shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, neither party shall unreasonably withhold agreement. The arbitrator shall be licensed to practice law in the State of Delaware and be experienced in arbitration of business disputes. The arbitration shall take place in Wilmington, Delaware, in accordance with the Delaware Rapid Arbitration Act, 10 Del. C. § 5801, et seq. (the "DRAA"), rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses, and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the DRAA, the arbitrator shall be required to provide

in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.

(ii) The Parties irrevocably submit to the exclusive jurisdiction of the local courts located in Wilmington, Delaware with respect to this Section 15.4(c) to compel arbitration, to confirm an arbitration award or order, or to handle court functions permitted under the DRAA. The Parties irrevocably waive defense of an inconvenient forum to the maintenance of any such action or other Proceeding. The parties may seek recognition and enforcement of any Delaware state court judgment confirming an arbitration award or order in any United States state court or any court outside the United States or its territories having jurisdiction with respect to recognition or enforcement of such judgment.

(iii) The arbitrator may grant injunctive relief, including temporary, preliminary, permanent, and mandatory injunctive relief, in order to protect the rights of each party, but will not be limited to such relief. This provision for arbitration will not preclude a Party from seeking temporary or preliminary injunctive relief (“Provisional Relief”) in a court of Law while arbitration Proceedings are pending in order to protect its rights pending a final determination by the arbitrator, nor will the filing of such an action for Provisional Relief constitute waiver by a Party of its right to seek arbitration. Any Provisional Relief granted by such court will remain effective until otherwise modified by the arbitrator.

(d) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between User and Company in any court in a suit to vacate or enforce an arbitration award or otherwise, USER AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(f) 30-Day Right to Opt Out. User has the right to opt out of the provisions of this Arbitration Agreement by sending written notice of User’s decision to opt out within thirty (30) days after first becoming subject to this Arbitration Agreement. User’s notice must include User’s name and address, User’s Wallet address, and an unequivocal statement that User wants to opt out of this Arbitration Agreement. If User opts out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to it. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that User may currently have, or may enter in the future, with Company. User should mail written notification by certified mail to:

Collector Crypt Inc.
Attn: Legal
251 Little Falls Drive
Wilmington, Delaware 19809
Email: legal@collectorcrypt.com

(g) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(h) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(i) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(j) Survival of Agreement. This Arbitration Agreement will survive the termination of User's relationship with Company.

(k) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(l) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secrets shall not be subject to this Arbitration Agreement.

(m) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in the Wilmington, Delaware, for such purpose.

15.5 Attorneys' Fees and Costs. In addition to any relief, order, or award that is entered by an arbiter, or court as the case may be, any Party found to be the substantially losing Party in any dispute shall be required to pay the reasonable attorneys' fees and costs of any Party determined to be the substantially prevailing Party, and such losing Party, shall also reimburse or pay any of the arbitrator's fees and expenses incurred by the prevailing Party in any arbitration. In the context of this Agreement, reasonable attorneys' fees and costs shall include but not be limited to:

- (a) legal fees and costs, the fees and costs of witnesses, accountants, experts, and other professionals, and any other forum costs incurred during, or in preparation for, a dispute;
- (b) all of the foregoing whether incurred before or after the initiation of a Proceeding; and
- (c) all such fees and costs incurred in obtaining Provisional Relief.

It is understood that certain time entries that may appear in the billing records of such Party's legal counsel may be redacted to protect attorney-client or work-product privilege, and this will not prevent recovery for the associated billings

15.6 Third Party Beneficiaries. Except as limited by Section 15.7, this Agreement and the rights and obligations hereunder shall bind and inure to the benefit of the parties and their successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties and their successors and permitted assigns, any of the rights hereunder.

15.7 Entire Agreement. This Agreement and each of its exhibits or appendices, constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties, or agreements of any kind, except as expressly set forth herein.

15.8 Severability. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon the parties and shall be enforceable, as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

15.9 Assignment. User may not assign or transfer any rights hereunder without the prior written consent of Company. Except as provided in this section, any attempts User makes to assign any of User's rights or delegate any of User's duties hereunder without the prior written consent of Company shall be null and void. Company may assign this Agreement or any rights hereunder without consent.

15.10 Company Contact Information. Questions can be directed to Company at: support@collectorcrypt.com.

