

Autograph

TERMS OF SERVICE

Last Revised on September 2, 2022

Welcome to Autograph, Autograph.io (the “**Website**”), and the related mobile applications (the “**App**”) operated on behalf of LFG NFTs, Corp. (“**Company**”, “**we**” or “**us**” or “**our**”). These Terms and Conditions (“**Terms**”) constitute a legally binding agreement between Company and each registered or unregistered end user (each, a “**User**,” “**you**” or “**your**”) of the NFT Platform located at the Website or such other URL as may be designated by Company from time to time, as well as any mobile apps or other related services or applications thereto (collectively, the “**NFT Platform**”). The NFT Platform and any content (including “**Content**” as defined below), tools, application programming interfaces (and all associated data) (“**APIs**”), features and functionality offered on or through our Website and the App, including making available Company NFTs (as defined below) for purchase or sale, are collectively referred to as the “**Services**.”

Please carefully review these Terms. These Terms govern your access to and use of the Services and Company NFTs (as defined below). By accessing and using the Services (including by creating an Account or by purchasing or bidding on any items), you are deemed to have read, accepted, executed and agreed to be bound by these Terms. We may change or amend the Terms at any time at our sole and absolute discretion. Any changes to the Terms will be in effect as of the “**LAST REVISED**” date referred to at the top of this page. You acknowledge and agree that the form and nature of the Services, and any part of it, may change from time to time without prior notice to you, and that we may add new or remove existing features and change any part of the Services. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “**you**” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

Section 11 contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree (a) to resolve all disputes with us related to the Services through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and (b) to waive your right to participate in class actions, class arbitrations, or representative actions in connection with your use of the Services. You have the right to opt-out of arbitration as explained in Section 11.

IF ANY PROVISION OF THESE TERMS OR ANY FUTURE CHANGES ARE UNACCEPTABLE TO YOU, DO NOT USE OR CONTINUE TO USE THE SERVICES AND DO NOT CREATE AN ACCOUNT. YOUR CONTINUED USE OF THE SERVICES

FOLLOWING THE POSTING OF ANY NOTICE OF ANY CHANGE TO THESE TERMS OF SERVICE SHALL CONSTITUTE YOUR ACCEPTANCE AND AGREEMENT TO SUCH CHANGE.

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1. WHO MAY USE THE SERVICES.

You must be 16 years of age or older to use the Services. Additional aspects of the Services may have further age restrictions that will be presented to you in connection with those Services. Minors under the age of majority in their jurisdiction but that are at least 16 years of age are only permitted to use the Services if the minor's parent or guardian or other holder of parental authority accepts these Terms on the minor's behalf prior to use of the Services. Children under the age of 16 are not permitted to use the Services. By using the Services, you represent and warrant that you meet these requirements.

2. CERTAIN DEFINITIONS.

In addition to the terms used and defined throughout these Terms, the following capitalized terms will have the following meanings:

- 2.1 "Company NFT" means an NFT (as defined below) that is sold or otherwise transacted directly by or on behalf of Company, and that may be associated with certain Content (as defined below) made available by Company.
- 2.2 "Content" means content, materials, art, design, and drawings (in any form or media, including, without limitation, video or photographs) offered by Company.
- 2.3 "Name NFT" means a Company NFT that includes utility that enables the user to reserve a specific user name on the Services, such as JOHNSMITH.
- 2.4 "NFT" means a non-fungible token implemented on a blockchain using smart contracts, such as, for illustration but not limitation, a non-fungible token conforming to the ERC-721 standard on the Ethereum blockchain network. The NFT is separate and distinct from the NFT-Linked Content or any other Third Party IP with which it may be linked or associated. An NFT is not a medium of exchange and is not convertible virtual currency.
- 2.5 "Third Party IP" means any third party copyrights, trade secrets, trademarks, know-how, patent rights or any other intellectual property rights recognized in any country or jurisdiction in the world.
- 2.6 "NFT-Gated Content" means Content that is only accessible, through the Services or otherwise, to holders of a specific Company NFT.
- 2.7 "NFT-Linked Content" means Content that is specifically associated with and/or linked to the specific Company NFT by inclusion of a reference (e.g., a hash or link) in the metadata of such Company NFT.

3. USER ACCOUNTS AND WALLETS.

3.1 Account Creation and Maintenance.

To use certain Services, you need to create an account ("**Account**"). You agree to provide us with accurate, complete and updated information for your Account. By creating an account, you represent and warrant that you have not been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Commerce Department, or the U.S. Department of State; and you will not use our Website to conduct any illegal or illicit activity. You can access, edit and update your Account via the account settings page of your profile. You are solely responsible for any activity on your Account and associated wallets (whether an Autograph Wallet, External Non-Custodial Wallet (as defined below) or otherwise) and for maintaining the confidentiality and security of your password. We are not liable for any acts or omissions by you in connection with your Account, and we are not liable for any loss as a result of your account being compromised. You must immediately notify us at support@autograph.io if you know or have any reason to suspect that your Account or password have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account.

3.2 One Account Per User.

Each individual user may only have one Account. Company reserves the right, in its sole discretion, to determine whether you have or control more than one Account. Company further reserves the right to suspend or terminate any Account that it deems to be in excess of the one Account permitted per individual user. During any period of suspension of an Account, you will not be able to perform any actions on the Services through that Account.

3.3 Autograph Wallet.

When you create an Account, for a limited time, we may enable the creation and association of a unique wallet to your account ("Autograph Wallet") to enable the custody of certain Company NFTs, including Name NFTs (defined below). The Autograph Wallet is separate and distinct from External Non-Custodial Wallets (defined below), or any Third Party Platform Wallets (defined below). The private keys necessary to decrypt the Autograph Wallet are maintained as a shared function between Company and you. Company has no ability to access the private keys without your participation and has no obligation to provide these private keys to you now or at any time in the future. At the time your Autograph Wallet is assigned to you, Company will allow you to select a four-digit Personal Identification Number ("PIN") specific to your Autograph Wallet. Providing the PIN on request is a requirement of conducting any transactions on the NFT Platform involving the Autograph Wallet. You may change the PIN, at your election, through your account settings by inputting the previous PIN and providing a new PIN. **Please memorize your PIN or keep it written or stored in a secure place; if you lose your PIN, you will lose access to your Autograph Wallet and any associated Company NFTs. COMPANY DOES NOT HAVE THE ABILITY TO RECOVER A LOST PIN or otherwise affect the contents of your Autograph Wallet**

without you providing the PIN. Do not deposit, transfer, upload (or attempt any of the foregoing) any cryptocurrency, NFTs, or other digital assets from outside the NFT Platform into any Autograph Wallet. You acknowledge and agree that any such attempt is a violation of these Terms, and any such transferred item or items may be lost. Company assumes no responsibility for any such loss. Company reserves the right to disable, invalidate or otherwise render inoperable at any time with or without notice to a user, an Autograph Wallet that is used in a manner that is abusive or inappropriate, in violation of these Terms, or that is otherwise detrimental to the Services or Company to be determined in Company's sole discretion. Further, Company may terminate the offering or support of Autograph Wallets at any time, in our sole discretion, in which case you will be responsible for transferring your relevant Company NFT to another wallet solution. Company will also terminate the offering or support of your Autograph Wallet when you request that we delete data associated with your account. If we believe a Company NFT is present in your Autograph Wallet at the time we determine to cease offering or supporting Autograph Wallets, we may attempt to notify you to transfer such Company NFTs out of the respective Autograph Wallet into an External Non-Custodial Wallet of your choosing. However, we accept no responsibility or liability for loss of a Company NFT for any reason, including if you fail to transfer such Company NFTs after receiving such notice.

3.4 **External Non-Custodial Wallet.**

You may choose to associate a non-custodial wallet (by way of example, a MetaMask or Coinbase Wallet) ("**External Non-Custodial Wallet**") with your Account. External Non-Custodial Wallets allow you to log into your Account and purchase, store and engage in transactions using the interface provided by the NFT Platform. Associating an External Non-Custodial Wallet, or a specific type thereof (e.g., a MetaMask wallet) may be required as a condition to receiving a Company NFT, as provided in the specific terms and conditions of an individual drop. By using an External Non-Custodial Wallet in connection with the Services, you agree that you are using such External Non-Custodial Wallet under the terms and conditions of the applicable providers of such External Non-Custodial Wallet. For example, for the MetaMask wallet, those terms and conditions are available at <https://metamask.io/terms.html>. External Non-Custodial Wallets are not associated with, maintained by, supported by, or affiliated with Company.

Company reserves the right to refuse to associate an External Non-Custodial Wallet with a User's Account in its sole and exclusive discretion. **If you attempt to associate your Account with an External Non-Custodial Wallet bearing risk factors, such attempts may result in the suspension or termination of your Account, each as determined in Company's sole and exclusive discretion.** Company accepts no responsibility or liability to you in connection with your use of an External Non-Custodial Wallet, and makes no representations or warranties regarding how the Services will operate with any specific External Non-Custodial Wallet. **The private keys necessary to decrypt an External Non-Custodial Wallet are held solely by you, and not by Company. Company has no ability to help you access or recover your private keys for your External Non-Custodial Wallet, so please keep them in a safe place.**

3.5 Wallet Transfers.

We may, but have no obligation to, provide functionalities via the Services whereby you can transfer items, including Company NFTs, from one wallet to another, such as from your Autograph Wallet to other wallets such as External Non-Custodial Wallets. Transfers and other transactions between the Services and External Non-Custodial Wallets may be facilitated by one or more smart contracts, some or all of which Company has not developed and does not control. You acknowledge the risk of smart contracts and agree to be bound by the outcome of any smart contract operation that you initiate or that is initiated at your direction. We accept no liability or responsibility for any such transfer or other similar transaction, including for any loss, data corruption, or other negative impact that may occur to your Company NFTs or wallets or other assets when attempting to transfer assets between wallets.

4. **NFT PURCHASES AND PAYMENT.**

4.1 Ownership of a Company NFT.

When you purchase a Company NFT, you own the NFT but you do not possess any intellectual property rights in the NFT-Linked Content except for the license grants expressly set forth herein in Section 5 ("License to Content"). Your purchase or other acquisition of a Company NFT is, in each instance, governed by these Terms and any Terms and Conditions specific to such Company NFT.

As a result of the open-source nature of public blockchains, it is possible that there may be a fork, merge, or duplication of the underlying blockchain that has recorded ownership of your Company NFT. In such case, any rights granted under this Agreement to owners of any Company NFT will only be granted to the lawful owners of such Company NFT whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain, in each case as may be determined by us in our sole discretion.

4.2 Payment for Purchases.

The Services allow you to purchase and otherwise transact in Company NFTs. You acknowledge and agree that all information you provide with regards to a purchase of a Company NFT, including, without limitation, credit card or other payment information as the Services may accept through a third-party platform or system from time-to-time, is accurate, current and complete. You represent and warrant that you have the legal right to use the payment method you provide to a third-party platform or system that fulfills payments for Company NFTs, including, without limitation, any credit card you provide when completing a transaction. When you purchase a Company NFT, you (a) agree to pay the price for such Company NFT as set forth in the applicable Service, any charges necessary to the fulfillment of the Company NFTs, including any required gas fees, and all applicable taxes (which may include, without limitation, sales, use, value-added and other taxes, duties and assessments other than taxes on our net income) in connection with your purchase (the "**Full Purchase Amount**"), and (b) authorize us and/or a third-party platform or system that fulfills payments for Company NFTs to charge your

credit card or other payment method for the Full Purchase Amount. For clarity, you may be required to agree to the third party platform or system's terms and conditions and create an account in order to make a purchase. You acknowledge that with respect to Company NFTs, Company may impose a fee on any secondary sales of such Company NFT after its initial purchase, regardless whether such secondary sale occurs on the NFT Platform or on some other platform, and such fee will be deducted from the proceeds from selling the Company NFT. Unless otherwise noted, all currency references are in U.S. Dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. Orders will not be processed until payment has been received in full, and any holds on your account by any payment processor are solely your responsibility. Your order may be suspended or cancelled for any reason, including if the payment method cannot be verified, is invalid or is otherwise not acceptable.

4.3 Recordkeeping of Purchased Company NFTs.

Certain Company NFTs that you acquire through the use of the NFT Platform may, for a limited time, be assigned to the Autograph Wallet (if such Autograph Wallet is still operational) associated with your Account, as provided in Section 3.3 of these Terms, and will be recorded on the applicable blockchain. Company NFTs purchased through a Third Party Platform will be assigned to a separate wallet, which may include a custodial wallet, as described in the respective Third Party Platform's terms of service, as provided in Section 9.2. Company has no obligation or liability to you for keeping, storing, or helping you recover any Company NFT that you purchase hereunder.

Certain Company NFTs may require an External Non-Custodial Wallet to receive a Company NFT. In the absence of an External Non-Custodial Wallet, subject to and as provided by the Terms and Conditions for a specific Company NFT, you may be entitled to receive access to the NFT-Linked Content and utility associated with the Company NFT. In each case, your right and ability to mint such Company NFT to your External Non-Custodial Wallet will exist for a limited time. In the event you fail to mint such Company NFT to your External Non-Custodial Wallet within a period of 30 days after purchase, we reserve the right, to be exercised in Autograph's sole discretion, to terminate your rights to mint, use, access or transfer such Company NFT.

4.4 Limited Editions and Unique NFTs.

The Company will generally advise how many individual Company NFTs it is offering in an edition. In certain instances, a purchase of a Company NFT may come with a commitment by the Company that the Company NFT will be "one of a kind" or a similar designation ("Unique NFT"). In such an instance, Company commits that it will not sell any other NFT featuring the same NFT-Linked Content or attached privileges as associated with such Unique NFT. Company will also provide you such documentation as determined by Company that attests that Company has not sold or distributed or otherwise made available any other NFT with the same NFT-Linked Content or associated utility as associated with your Unique NFT. For clarity, Company does not represent, warrant or guarantee that others have not created or downloaded their own copies of such NFT-Linked Content (including via unauthorized ripping or downloading of such Content), or that others will not attempt to sell their own NFTs featuring such

NFT-Linked Content. Company has no obligation or liability to take down such other NFTs featuring such NFT-Linked Content. Further, the foregoing does not restrict the Company from selling other NFT-Linked Content associated with the same event, individual or property as featured in any Unique NFT, as long as such other NFT-Linked Content or associated utility are different from the NFT-Linked Content or associated utility of the Unique NFT (e.g., different image, art, camera angle, background music, privileges, etc.).

4.5 Signed NFTs.

The Company may, from time to time, offer certain Company NFTs with NFT-Linked Content that includes a signature or other personalization as part of the Third Party IP (a “Signed NFT”). The Company represents and warrants that such Signed NFTs are authentic and genuine signatures from the individual purporting to sign, which signature is input and rendered digitally. The Company’s basis for this representation will include at least a representation given to the Company from the individual signing, made at the time of signature, that the individual is the person they are purporting to be, and that the signature input is their genuine signature. The Company’s basis for the representation may also include additional evidence of authenticity.

4.6 Name NFTs.

As part of the Services, Company may allow you to associate a word with your User Account as a Name NFT, and have that Name NFT assigned as the name of your Account for display to other users of the Services. You will only be permitted to assign that name to your Account for as long as the Name NFT is associated with your Autograph Wallet and/or the External Non-Custodial Wallet associated with your Account (if Company enables such functionality). You are not permitted to associate a word as a Name NFT that violates the rights of any other person or entity. We reserve the right to disassociate or otherwise invalidate a Name NFT, and reassign the word or words used, in our sole discretion without any further obligation or liability to you, including because we deem the underlying word to be in breach of these Terms, to infringe the intellectual property rights of others, to contain fraudulent, deceptive, threatening, defamatory, obscene, hateful, or otherwise objectionable content, or because it is otherwise detrimental to the Services or the Company. If you acquire a Name NFT from a third party, you should be aware that the Name NFT may not be usable as the display name for your Account, and Autograph specifically disclaims any representation or warranty that any Name NFT so acquired will have that property.

4.7 No Liability for Payments and Transactions.

We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the NFT Platform, or any other payment or transactions that you conduct via the NFT Platform. Except as may be expressly provided in connection with the sale of a specific Company NFT, we do not provide refunds for any purchases that you might make on or through the NFT Platform or for Company NFTs (whether purchased through the NFT Platform or elsewhere).

4.8 No Personal Information For Individuals Under 16.

In furtherance of our policy of not collecting personal information from persons under the age of 16, Users are not allowed to give the Company the personal information of any persons under the age of 16 for delivery or any other reason.

4.9 Purchases Made for Consumptive Use.

You acknowledge and affirm that you are purchasing Company NFTs, whether through the NFT Platform or through a Third Party Platform (defined below), for purposes of acquiring digital collectibles and not for any investment or speculative purposes. Any economic benefit that may be derived from appreciation in the value of the Company NFT is incidental to obtaining it for its collectible purpose.

5. **LICENSE TO CONTENT.**

5.1 Scope of License.

If you purchase a Company NFT, then subject to your compliance with these NFT Terms and any Terms and Conditions specific to such NFT, Company hereby grants you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the NFT-Linked Content for such purchased Company NFT, solely for the following purposes: (a) for your own personal, non-commercial use; (b) as part of a marketplace that permits the purchase and sale of your Company NFTs, provided that the marketplace cryptographically verifies each Company NFT's owner's rights to display the NFT-Linked Content for their Company NFT to ensure that only the actual owner can display such Content; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your Company NFT, provided that the website/application cryptographically verifies each Company NFT's owner's rights to display the NFT-Linked Content for their Company NFT to ensure that only the actual owner can display the Content, and provided that the Content is no longer visible once the owner of the Company NFT leaves the website/application. This license only lasts as long as you are the valid owner and holder of the Company NFT associated with the licensed Content. If you sell or transfer the Company NFT to another person, this license will transfer to such other owner or holder of the Company NFT, and you will no longer have the benefits of such license. All rights not expressly granted are reserved.

With respect to NFT-Gated Content, Company hereby grants you a non-exclusive, non-transferable, royalty-free license to access and view NFT-Gated Content through your Account and solely within the NFT Platform solely for your personal use. You shall not copy, record, download, stream, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, exploit, transmit, or retransmit NFT-Gated Content.

5.2 Limitations on License.

You agree that you may not, nor permit any third party to do or attempt to do any of the following without our (or, as applicable, our licensors') express prior written consent in each case: (a) modify the Content in any way, including, without limitation, the shapes,

designs, drawings, attributes, or color schemes; (b) use the Content to advertise, market, or sell any third party product or service; (c) use the Content for any derogatory or defamatory purpose that creates harmful associations or a risk of harm, damage or liability to any of the Company Entities, e.g., 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; (d) 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 the Content; (e) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Content; (f) create, sell or attempt to create or sell fractionalized interests in the Content or any Company NFT; or (g) otherwise utilize the Content for your or any third party's commercial benefit.

5.3 Inclusion of Third Party IP.

If the Content contains Third Party IP (e.g., licensed intellectual property from any rights holder, such as music performance rights or publicity rights), you understand and agree as follows: (a) you will not have the right to use such Third Party IP in any way except as incorporated in the Content, and subject to the license and restrictions contained herein and in any applicable terms and conditions for the Company NFT; (b) depending on the nature of the license granted from the owner of the Third Party IP, we may need to (and reserve every right to) pass through additional restrictions on your ability to use the Content; (c) to the extent that we inform you of such additional restrictions, you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of the license contained herein; (d) such third party owns and retains all right, title and interest in and to such Third Party IP except as expressly licensed hereunder; and (e) the licensor of such Third Party IP shall be a third-party beneficiary of (but not a party to), and entitled to enforce, these Terms against you with respect to such Third Party IP.

6. **LOCATION OF OUR PRIVACY POLICY.**

6.1 Privacy Policy.

Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located [here](#).

7. **RIGHTS WE GRANT YOU.**

7.1 Right to Use Services.

We hereby permit you to use the Services for your personal non-commercial use only (including to use and make calls to the API to develop, implement and distribute software services or applications that utilize or interact with the API or any data obtained therefrom), provided that you comply with these Terms in connection with all such use. If any software, content or other materials owned or controlled by us are distributed to you as part of your authorized use of the Services (e.g., an iOS App), then subject to the terms and conditions herein, we hereby grant you a personal,

non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to download, execute and display such software, content and materials provided to you as part of the Services (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Services as permitted by these Terms, provided that your license in any NFT-Linked Content and NFT-Gated Content in connection with any Company NFTs is solely as set forth in the license grant of Section 5.1. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of the Service or other actions that Company, in its sole discretion, may elect to take.

7.2 Restrictions On Your Use of the Services.

Your use of the Services shall comply at all times with the [Community Guidelines](#). You may not do any of the following in connection with your use of the Services (as determined in our sole discretion), unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in these Terms;
- (b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (d) use cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to establish Accounts, perform any transaction on the Services, or modify or make use of the Services in any way;
- (e) exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;
- (f) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;

- (i) use any robot, spider, crawlers or other automatic device, process, software or queries that intercepts, “mines,” scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- (j) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (k) use the Services for illegal, harassing, unethical, or disruptive purposes, or otherwise use the Services in a manner that is fraudulent, deceptive, threatening, defamatory, obscene, hateful, or otherwise objectionable or that creates any risk of harm, damage or liability to any of the Company Entities, including without limitation, reputational risks, data loss, or damage to the Services or third parties;
- (l) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (m) access or use the Services in any way not expressly permitted by these Terms.

7.3 Use of APIs.

When using the Company’s APIs, you agree that you shall not use the Company’s APIs (i) in a way that Company may prohibit in any of the documentation for such API, (ii) for any application that competes with, or attempts to compete with, any the Services, or (iii) to create an application that functions substantially the same as the API or uses any of the Company’s data in any way that circumvents making an API request or a third party making an API request. The Company may set and enforce limits on your use of the Company’s APIs (i.e., limiting the number of requests you may make), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations. If you would like to use the Company’s API beyond these limits, you must obtain the Company’s express written consent (which the Company may grant in its sole discretion). Company may change or discontinue the availability of some or all of the Company’s APIs at any time for any reason with or without notice, including the removal of features or imposition of fees for previously free features. Your continued use of the Company’s APIs following such modifications will be deemed your acceptance of the modifications. If Company grants you a token or other credential to use or access any portion of Company’s APIs, you may not share or transfer such token or credentials with any other parties and shall use such token or credentials solely to access the API. You may not repackage or redistribute the API in any manner without Company’s prior written consent (which the Company may grant in its sole discretion).

7.4 Use of the App.

You are responsible for providing the mobile device, wireless service plan, software, Internet connections and/or other equipment or services that you need to download, install and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App is or will be available in, or that orders for Company NFTs can be placed from, any particular geographic location. As part of the Services, you may receive push

notifications, local client notifications, text messages, picture messages, alerts, emails or other types of messages directly sent to you in connection with the App ("**Push Messages**"). You acknowledge that, when you use the App, your wireless service provider may charge you fees for data, text messaging and/or other wireless access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of these Push Messages (if provided-for) through the Services or through your mobile device's operating system (with the possible exception of infrequent, important service announcements and administrative messages). Please check with your wireless service provider to determine what fees apply to your access to and use of the App, including your receipt of Push Messages from the Company. You are solely responsible for any fee, cost or expense that you incur to download, install and/or use the App on your mobile device, including for your receipt of push messages from the Company.

7.5 Mobile Software from the Apple App Store.

The following terms and conditions apply to you only if you are using the App from the Apple App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and the Company, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store's applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You and the Company acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. You and the Company acknowledge that, in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, the Company, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You must comply with applicable third party terms of agreement when using the App. You and the Company acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

7.6 Beta Features.

From time to time, we may, in our sole discretion, include certain test or beta features in the Services (“Beta Features”). Your use of any Beta Feature is voluntary. You agree that once you use a Beta Feature, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Feature back to the prior non-beta version. The Beta Features are provided on an “as is” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Feature is at your sole risk.

8. OWNERSHIP AND CONTENT.

8.1 Ownership of the Services.

The Services, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content (other than Your Content) including, without limitation, the exclusive right to create derivative works.

8.2 Ownership of Trademarks.

The Company’s name, Autograph, the “A Logo” and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

8.3 Ownership of Feedback.

We welcome feedback, comments and suggestions for improvements to the Services (“**Feedback**”). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

8.4 Your Content License Grant.

In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services (“**Your Content**”). We do not claim any ownership of Your Content. However, in order to operate the Services, we must obtain from you certain license rights in Your Content so that actions we take in

operating the Service are not considered legal violations. Accordingly, by using the Service and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content but solely as required to be able to operate and provide the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide and irrevocable (for so long as your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Services shall have the right to comment on and/or tag Your Content and/or to use, publish, display, modify or include a copy of Your Content as part of their own use of the Services; except that the foregoing shall not apply to any of Your Content that you post privately for non-public display on the Services. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

8.5 Notice of Infringement – DMCA Policy.

If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Services have been copied in a way that constitutes copyright or other intellectual property infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (the “**DMCA**”), by providing the following information in writing:

- (a) identification of the copyrighted work or other intellectual property that is claimed to be infringed;
- (b) identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
- (c) information for our copyright agent to contact you, such as an address, telephone number and e-mail address;
- (d) a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright (or other applicable intellectual property) owners, its agent or the law;
- (e) a statement that the information above is accurate, and under penalty of perjury, that you are the copyright (or other applicable intellectual property) owner or the authorized person to act on behalf of the copyright (or other applicable intellectual property) owner; and

- (f) the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright (or other applicable intellectual property) or of an exclusive right that is allegedly infringed.

Notices of copyright (or other applicable intellectual property) infringement claims should be sent by mail to: LFG NFTs, Corp., Attn: COPYRIGHT AGENT, 3130 Wilshire Ave, Santa Monica, CA 90403; or by e-mail to support@autograph.io. It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or other intellectual property rights of others.

A user of the Services who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When we receive a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification with us, you must provide a written communication (by regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others.

9. THIRD PARTY SERVICES AND MATERIALS.

9.1 Use of Third Party Materials in the Services.

The Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party websites. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

9.2 Purchases on Third Party Platforms.

The Services contain or may direct you to Company NFTs or other offerings (e.g., merchandise) (collectively, “Products”) available for purchase only on a third-party site or sites that we may direct you to when you choose to purchase the Products through the Services (a “Third Party Platform”). For clarity, a Third Party Platform is not part of the NFT Platform. When you click “Purchase” for a Product that is only available for purchase on a Third Party Platform, you will be redirected to a page on the Third Party Platform where you may complete your purchase (subject to the applicable rules), or to a staging area (e.g., a queue) before the specific Product is available for purchase. Your use of any Third Party Platform is subject to that site’s terms of use or terms of service, as applicable, and you must comply with applicable third party terms of use or terms of service when completing your purchase and for any subsequent engagement with the Product through the Third Party Platform. If you do not have an account with the Third Party Platform at the time you attempt a purchase, you may be required to establish a

user account, with an approved payment method, to complete a purchase for the selected Product.

If the specific Product is a Company NFT initially sold on the DraftKings Marketplace, such Third Party Platform's terms of service will disclose the custody or ownership model for the Company NFTs purchased through such Third Party Platform, which may include a custodial wallet made available to you by such Third Party Platform ("**Third Party Platform Wallet**") or which may allow you to mint or transfer such Company NFTs into one or more External Non-Custodial Wallets. In addition, recordation of ownership may be kept "off chain" on an internal ledger or by such other mechanism as determined by such Third Party Platform. Notwithstanding the foregoing, you and the Company acknowledge that such Third Party Platform is not responsible for addressing, and you release the Third Party Platform from, any claims of yours or any third party arising out of or relating to the purchase of a Company NFT including, but not limited to: (a) product liability or breach of warranty claims, (b) any claim that the Company NFTs fail to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. You and the Company acknowledge that, in the event of any third party claim that the Company NFT or your possession and use of that Company NFT infringes that third party claimant's intellectual property rights, the Company, not the operator of such Third Party Platform, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and the Company acknowledge and agree that the operators of any such Third Party Platform, together with its subsidiaries, sub-licensees, employees and contractors, are third party beneficiaries of these Terms as they relate to your use of such Third Party Platform for purchase of the Company NFTs, and that, upon your acceptance of these Terms, such operators of any Third Party Platform will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

10. DISCLAIMERS, LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND ASSUMPTION OF RISKS.

10.1 Disclaimers.

Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, officers, directors, employees, agents, representatives, partners and licensors (the "**the Company Entities**") and all operators of Third Party Platforms DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (c) the operation or compatibility of the Services or Company NFTs with any other application or any particular system or device, (d) whether such Services or Company NFTs will be supported, hosted or accessible in the future; and (e) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free

basis; and (e) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

10.2 Limitations of Liability.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, WALLET KEYS, OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES (OR COMPANY NFTS PURCHASED ON THE SERVICES) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Indemnification.

By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your misuse of the Services or any Third Party IP; (d) your use of an External Non-Custodial Wallet or Third Party Platform Wallet with the Services; (e) Your Content, or (f) your negligence or wilful misconduct.

10.4 Assumption of Risks.

You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology. These include, but are not limited to, risk of losing access to Company NFTs due to loss of a PIN, wallet keys, two-factor authentication devices, or log-in information, custodial error or purchaser error, smart

contract error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks. The prices of collectible blockchain assets are extremely volatile and subjective and collectible blockchain assets have no inherent or intrinsic value. Each Company NFT has no inherent or intrinsic value. You acknowledge that you have obtained sufficient information to make an informed decision to purchase an NFT, including carefully reviewing the code of the smart contract and the NFT and fully understand and accept the functions of the same. The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the NFT Platform, and therefore the potential utility or value of your Company NFTs. Upgrades to any blockchain network or hard forks in such networks, or a change in how transactions are confirmed on such blockchain networks may have unintended, adverse effects on all blockchains, including any that are related to your Company NFTs. Any purchase or sale you make, accept or facilitate outside of the NFT Platform of an NFT will be entirely at your risk. Any use of a wallet will be entirely at your own risk. Except as may otherwise be provided in these Terms, we do not control or endorse purchases or sales of NFTs outside of the NFT Platform. You are solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority associated with your use of the Services. Except for income taxes levied on us, you: (a) will be solely responsible for reporting any tax obligations when, if ever, such obligations arise as a result of your use of the Services or in relation to a Company NFT; (b) will pay or reimburse Company for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and other taxes as may be required, 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, state, local or any other taxing jurisdiction; and (c) will not be entitled to deduct the amount of any such taxes, duties or assessments from payments (including blockchain gas fees) made to us pursuant to these Terms. Neither these Terms nor any other communication from Company constitutes tax advice, and users are solely responsible for determining what, if any, taxes apply to their interaction with Company NFTs and the Services. We expressly deny and disclaim any liability to you and deny any obligation to indemnify you or hold you harmless for any losses you may incur by transacting, or facilitating transactions, in NFTs outside of the NFT Platform.

10.5 Force Majeure.

We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in operating the NFT Platform, when and to the extent such failure or delay is caused by or results from any events beyond Company's ability to control, including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances,

shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

11. ARBITRATION AND CLASS ACTION WAIVER

11.1 Informal Process First.

You agree that in the event of any dispute between you and the Company Entities, you will first contact the Company and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action.

11.2 Arbitration Agreement.

After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to your use of the Company’s services, Company NFTs and/or products, including the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Claim, except as permitted herein. You and the Company agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards (together, the “**JAMS Rules**”) then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgement on the arbitration award may be entered in any court that has jurisdiction. You have a right to have the arbitration conducted via telephone or videoconference, or as an in-person hearing in your hometown area (if you live in the United States) or another location that is reasonably convenient to you. This arbitration agreement shall survive the termination of your relationship with the Company.

11.3 Waiver of Class Actions and Class Arbitrations.

You and Company agree that each party may bring Claims against the other party only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, including without limitation federal or state class actions, or class arbitrations. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party’s claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and Company agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties.

11.4 Costs of Arbitration.

Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules. If the value of your claim does not exceed \$10,000, the Company will pay for the reasonable filing, administrative and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose, except that if you have initiated the arbitration claim, you will still be required to pay the lesser

of \$250 or the maximum amount permitted under the JAMS Rules for arbitration claims initiated by you. You are still responsible for all additional costs that you incur in the arbitration, including without limitation, fees for attorneys or expert witnesses.

11.5 **Opt-Out.**

You have the right to opt-out and not be bound by the arbitration and waiver of class provisions set forth in these Terms by sending written notice of your decision to opt-out to support@autograph.io or to the U.S. mailing address listed in the “How to Contact Us” section of these Terms. The notice must be sent to the Company within thirty (30) days of your registering to use the Services or agreeing to these Terms (or if this Section 11, pertaining to arbitration, is materially amended hereafter, within 30 days of such amendment being effective), otherwise you shall be bound to arbitrate disputes in accordance with these Terms, and the notice must specify your name and mailing address. If you opt-out of these arbitration provisions, the Company also will not be bound by them.

11.6 **Exceptions.**

Notwithstanding anything in these Terms to the contrary, you may instead assert your Claim in “small claims” court, but only if your Claim qualifies, your Claim remains only in such court, and your Claim remains on an individual, non-representative and non-class basis. Further, you and the Company will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, or if the Claim relates to intellectual property infringement or misappropriation.

12. **ADDITIONAL PROVISIONS**

12.1 **SMS Messaging and Phone Calls.**

Certain portions of the Services may allow us to contact you via telephone or text messages, such as for two factor authentication. You agree that the Company may contact you via telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with your use of the Services, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any Company NFTs. You also understand that you may opt out of receiving promotional text messages from us at any time, either by texting the word “STOP” to the number that sent you the most recent promotional text message using the mobile device that is receiving the messages, or by contacting support@autograph.io. If you do not choose to opt out, we may contact you as outlined in our Privacy Policy.

12.2 **Updating These Terms.**

We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms.

Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

12.3 Termination of License and your Account.

If you breach any of the provisions of these Terms or any provision of any Terms and Conditions associated with a Company NFT, as determined by the Company in its sole discretion, all licenses granted by the Company will terminate automatically. Additionally, the Company may suspend, disable, or delete any utility, privileges, or benefits associated with your ownership of any Company NFT, your Account (including disabling, invalidating or otherwise rendering inoperable your Autograph Wallet), and/or the Services (or any part of the foregoing) with or without notice, for any or no reason, in the Company's sole discretion. If the Company deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name, email, or phone number. In the event of Account deletion for any reason, the Company may, but is not obligated to, delete any of Your Content. the Company shall not be responsible for the failure to delete or deletion of Your Content. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

12.4 Injunctive Relief.

You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

12.5 California Residents.

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

12.6 U.S. Government Restricted Rights.

The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

12.7 Export Laws.

You agree that you will not export or re-export, directly or indirectly, the Services, the Company NFTs and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List, or (c) as otherwise prohibited by applicable law. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable export laws and regulations.

12.8 Miscellaneous.

If any provision of these Terms shall be 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. These Terms, and any part of the Services, and the licenses granted hereunder may be assigned or transferred by the Company but may not be assigned by you without the prior express written consent of the Company. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the JAMS Rules and the laws of the State of California, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 11, or if arbitration does not apply, unless prohibited by law, the state and federal courts located in the County of Los Angeles, California. You and the Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to (a) the interpretation or construction of these Terms, and (b) to any transactions to which these Terms apply.

12.9 How to Contact Us.

You may contact us regarding the Services or these Terms at: 3130 Wilshire Blvd., Santa Monica, CA 90403, by phone at (310) 853-2162 or by e-mail at support@autograph.io.