

Terms of Use

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Welcome

Welcome to DumpsterDorks NFTs.

DumpsterDorks is an application and digital assets platform operating on the Ethereum decentralized blockchain.

DumpsterDorks uses specially-developed Smart Contracts made by DumpsterDorks, LLC, that enable the purchasing of digital creations on a peer-to-peer e-commerce platform and digital marketplace.

Definitions

“Company” refers to DumpsterDorks, LLC, an Oklahoma limited liability company.

“Collector” or “Collectors” refers to any party, whether (i) the Initial Buyer, or (ii) an Owner who collects NFTs and or a DD NFT or multiple DD NFTs created by the Company.

“Company Materials” refers to the 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.

“DumpsterDorks” or “DD” refers to the NFTs created by the Company under the name of DumpsterDorks but does not refer to any other NFTs created by the Company under a different name or brand. DD NFTs are part of the Ethereum decentralized blockchain.

“Effective Date” refers to the date of Your first use of the Platform and/or the Services.

“Gas” refers to the fee, or pricing value, required to successfully consummate the acquisition of a DD NFT on the Ethereum blockchain.

“Initial Buyer” refers to the party first acquiring the DD NFTs created by the Company at a Primary Sale through the Smart Contracts created by the Company.

“NFT” refers to non-fungible token which is a unique and one-of-a-kind digital art. The DD NFTs are unique cryptographic tokens exclusively Minted by the Company with the use of Smart Contracts and with original works of art the content of which is created by the Company. DD NFTs are forever tracked and stored on the Ethereum blockchain, providing the Owner with a permanent record of authenticity and ownership.

“Minting” refers to the process of converting a digital file into an NFT on the Ethereum Blockchain.

“Owner” refers to any party acquiring the Services, whether as an Initial Buyer with or without the intent to subsequently sell any acquired DD NFT, or as a Collector.

“Party” or “Parties” refers to the Company, Collector, Initial Buyer, Owner and User, whether singularly or collectively as the context may require.

“Primary Sale” refers to the initial, first sale of a DD NFT.

“Platform” refers to the Website, and all related tools, mobile applications, web applications, decentralized applications, Smart Contracts and APIs located at the Website, including without limitation, successor website(s) or application(s) thereto, and refers to the use of any one of the foregoing items or a collection of the referenced items.

“Secondary Market Sale” refers to any sale of a DD NFT after the Primary Sale of the same DD NFT.

“Services” collectively refers to any combination of the DD NFTs created by the Company and the access, functions, activities and other services extended to Owners through the Website or other digital meeting places utilized by the Company or used by the Company in connection with the Platform.

“Smart Contract” refers to programming code operating on the Ethereum blockchain having functions and data inputted by the Company. The Smart Contracts employed by the Company define the rules and terms by which the Company is paid for the Services acquired and contain rules for subsequent royalty payments to the Company from subsequent sales of DD NFTs which are automatically enforced via the programming code within the Smart Contract. The code within the Smart Contracts used by the Company is irreversible.

“Terms of Use” refers to the terms of this publication which constitutes a contractually binding agreement between You and the Company.

“User” refers to any Party who is either using the Website or acquiring the Services, and whether as a Collector or Owner.

“Website” refers to DumpsterDorks.com.

“Work” refers to the component parts and separate pieces of artwork utilized in the creation of a DD NFT.

“You”, as well as derivative forms of “You” such as, without limitation, “Yourself” refers to any Collector, Initial Buyer, User or Owner, and applies whether such parties are acting singularly, individually, collectively or in contract with one another, and whether as a natural person or as an entity such as a corporation, partnership, limited liability partnership, limited partnership, limited

liability company, trust or other organization, and whether such entity is a for profit or not for profit entity.

Legally Binding Agreement

Through acquisition of the Services, You acknowledge having carefully read these Terms of Use. Moreover, You acknowledge that You shall communicate these Terms of Use to any an all subsequent Owner(s) of the Services.

These Terms of Use apply to You, whether You are acquiring the Services or are using the Platform.

THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF PLATFORM OR ACQUISITION OF THE SERVICES. BY ACCESSING OR USING THE PLATFORM, SERVICES, OR SMART CONTRACTS YOU ARE ACCEPTING THESE TERMS OF USE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO AGREE TO AND ACCEPT THESE TERMS OF USE (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OF USE, YOU ARE PROHIBITED FROM ACCESSING, USING, OR TRANSACTING ON THE PLATFORM. YOU MAY NOT ACCESS OR USE THE PLATFORM OR SERVICES OR ACCEPT THESE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE OTHERWISE LEGALLY PERMITTED TO USE THE SERVICES AND PLATFORM IN YOUR JURISDICTION AND THAT THE COMPANY IS NOT LIABLE FOR YOUR COMPLIANCE WITH SUCH APPLICABLE LAWS. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS OF USE, DO NOT ACCESS AND/OR USE THE PLATFORM OR SERVICES. THESE TERMS OF USE SHALL BE EFFECTIVE ON THE EFFECTIVE DATE. THESE TERMS OF USE REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Privacy Policy

The Company's Privacy Policy can be found at the Website, and describes the ways Company may collect, use, store and disclose Your personal information, and is hereby incorporated by reference into these Terms of Use. You agree to the collection, use, storage, and disclosure of Your data in accordance with our Privacy Policy.

Accessing the Platform

To access and use the Platform, You should first install an internet web browser which operates and functions with the electronic wallet MetaMask. Once You have installed a compatible web browser, You will need to create an electronic wallet with MetaMask, which allows You to purchase, store, and engage in transactions using the native Ethereum cryptocurrency, ETH. You

will not be able to engage in any transactions on the Platform other than through MetaMask. The Platform will only recognize You as a User, and You will only be able to interact with the Platform, if Your Ethereum electronic wallet is connected and unlocked through Your MetaMask account. There is no other way to sign up as a User, or to interact directly with the Platform.

Transactions Are Recorded on the Public Ethereum Blockchain – Disclaimer of Liability for Third-Parties

Transactions that take place on the Platform are managed and confirmed via the Ethereum blockchain. The User understands that Your Ethereum public address will be made publicly visible whenever You engage in a transaction on the Platform. The Company neither owns nor controls MetaMask or the web browser that You have installed. The Company neither owns nor controls any other third-party site, product, or service that You might access, visit, or use for the purpose of enabling You to use the various features of the Platform. The Company will not be liable for the acts or omissions of any such third parties, nor will the Company be liable for any damage that You may suffer as a result of Your transactions or any other interaction with any such third parties.

The Platform is Property of the Company

You acknowledge and agree that Company (or, as applicable, the Company's licensors) own all legal right, title and interest in and to the Company Materials, and are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Company Materials are the copyrighted property of the Company or its licensors, and all trademarks, service marks, and trade names contained in the Company Materials are proprietary to the Company or its licensors. Except as expressly set forth herein, Your use of the Platform does not grant You ownership of or any other rights with respect to any content, code, data, or other materials that You may access on or through the Platform. We reserve all rights in and to the Company Materials not expressly granted to You in these Terms of Use.

Company is a Non-Custodial Service Provider

The Smart Contracts and the Website facilitate Your acquisition of DD NFT(s), but Company and its affiliates, the Platform, and the Smart Contracts are not the custodians of any DD NFT. You understand and acknowledge that the Smart Contracts do not give Company custody, possession, or control of any DD NFT or cryptocurrency at any time for the purpose of facilitating DD NFT transactions. You affirm that You are aware and acknowledge that Company is a non-custodial service provider and has designed the Platform to be directly accessible by You without any involvement or actions taken by the Company.

User Account and Security

You are solely responsible for the security of Your MetaMask account (and other Ethereum wallets and accounts). You agree to undertake to maintain at all times adequate security and control of all of Your account details, passwords, personal identification numbers or any other codes that You use to access the Platform or the Services.

User May Not Use the Platform for Illegal Activity

You agree to use the Platform only for purposes that are legal, proper and in accordance with these Terms of Use and any applicable laws or regulations. Without limitation, You may not, and may not allow any third-party to: (i) undertake any unlawful activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions program administered in any relevant country, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) operate to defraud the Company, other users, or any other person or provide false, inaccurate or misleading information; (v) use the Platform to violate or infringe the legal rights (such as, but not limited to, rights or privacy, publicity and intellectual property) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, terrorism, tax evasion or money laundering); (vii) interfere with another individual's or entity's access to or use of the Platform; (viii) harvest or otherwise collect information from the Platform about others without proper consent; (ix) exploit the Platform for any unauthorized commercial purpose; (x) modify, adapt, translate, or reverse engineer any portion of the Platform; (xi) remove any copyright, trademark or other proprietary rights notices contained in or on the Platform or any part of it; (xii) reformat or frame any portion of the Platform; (xiii) display any content on the Platform that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third-party rights; (xiv) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the content posted on the Platform, or to collect information about its users for any unauthorized purpose; (xv) create user accounts by automated means or under false or fraudulent pretenses; or (xvi) access or use the Platform for the purpose of creating a product or service that is competitive with the Services.

You Must Be of Age

You affirm that You have attained 18 years of age. You affirm and acknowledge that the Platform is not intended for persons who have not attained 18 years of age.

The Platform

The Platform facilitates a peer-to-peer digital marketplace where You can purchase DD NFT(s). You can obtain a DD NFT by purchasing at an established list price (in ETH) through the Website by sending an equivalent amount of ETH to a Smart Contract configured to initiate a transfer of the DD NFT, plus Gas. YOU ACKNOWLEDGE AND AGREE THAT THE EXACT PRICE OF THE DD NFT MAY CHANGE BASED UPON THE NUMBER OF PARTIES SEEKING TO ACQUIRE DD NFTS AT A GIVEN TIME WHICH MAY AFFECT THE PRICE OF GAS INVOLVED IN THE ACQUISITION OF THE DD NFT.

Platform Prices

Every transaction for the acquisition of a DD NFT is subject to fees collected to support the Company and the Platform creators. The amount of fees for the sale of a DD NFT also depends on whether the transaction is a Primary Sale or Secondary Market Sale. All fees are collected and distributed at the time of the purchase of a DD NFT by operation of the Smart Contracts.

Primary Sales

The Company receives 100% of the listed sale price for all Primary Sales.

Secondary Market Sale

The Company receives a 5% royalty based on the total sale price of a DD NFT in any and all Secondary Market Sales paid by the purchaser of a DD NFT; this royalty is deducted from the total sale price in the Secondary Market Sale at the time of the purchase by operation of the Smart Contracts. For example, a Party selling a DD NFT for 1 ETH on the secondary market will receive only 0.95 ETH, with Company receiving the remaining 0.05 ETH as a Royalty.

Automated Collection and Disbursement of Fees by the Smart Contracts

You agree and understand that all fees, commissions, and royalties are transferred, processed, or initiated directly through one or more of the Smart Contracts on the Ethereum blockchain network. By transacting on the Platform and by using the Smart Contracts, You hereby acknowledge, consent to, and accept all automated fees, commissions, and royalties for the sale of the DD NFT. You hereby consent to and agree to be bound by the Smart Contract(s)' execution and distribution of the fees, commissions, and royalties. You hereby waive any entitlement to royalties, commissions, or fees paid to another by operation of the Smart Contracts. Furthermore, You explicitly consent to the automated collection and disbursement to Company of the above-referenced and described royalties for Secondary Market Sales of a DD NFT or DD NFTs. You hereby waive any defense or argument related to the Primary Sale with respect to any Secondary Market Sale resulting in a royalty to Company.

Off Market Transactions

Company does not generally collect any fees, commissions, or royalties for transactions occurring outside of the Platform and not involving the Company's Smart Contracts. You are permitted to sell or transfer Your DD NFT on third-party exchanges, however You hereby waive any entitlement to royalties, commissions, or fees for off market transactions. You irrevocably release, acquit, and forever discharge the Company and its subsidiaries, affiliates, officers, and successors of any liability for royalties, fines, or fees not received by You from any off-market transaction.

Gas

All transactions on the Platform, including without limitation Minting, tokenizing, purchasing, or confirming, are facilitated by Smart Contracts existing on the Ethereum network. The Ethereum network requires the payment of Gas for every transaction that occurs on the Ethereum network, and thus every transaction occurring on the Platform. The value of the Gas changes, often

unpredictably, and is entirely outside of the control of the Company or the Platform. You acknowledge that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction on the Platform be invalidated, revocable, retractable, or otherwise unenforceable on the basis that the Gas for the given transaction was unknown, too high, or otherwise unacceptable to You, and You also acknowledge and agree that gas is non-refundable under all circumstances.

Taxes

You are responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental authority associated with Your use of the Platform (including, without limitation, any taxes that may become payable as the result of Your ownership, transfer, purchase, or sale of any DD NFT or part thereof).

Platform Transactions are Executed by Smart Contracts

To initiate a transaction on the Platform, You must voluntarily invoke one or more Smart Contract operations from Your MetaMask Wallet. All transactions on the Platform, including but not limited to transfers, listings, sales, or purchases of DD NFTs are initiated through one or more Smart Contracts at the sole discretion and at Your complete risk. The Smart Contracts are configured to facilitate Your voluntary execution and confirmation to purchase a DD NFT. You acknowledge the risk of Smart Contracts and agree to be bound by the outcome of any Smart Contract operation by invoking, calling, requesting, or otherwise engaging with the Smart Contract, whether or not the Smart Contract behaves as You expect.

You Acknowledge the Risk of Smart Contracts and Blockchain Technology

Platform transactions, including but not limited to Primary Sales, Secondary Market Sales, listings, and other operations through the Website utilize experimental Smart Contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems. You acknowledge and agree that such technologies are experimental, speculative, and inherently risky. You acknowledge and agree that the Smart Contracts may be subject to bugs, malfunctions, timing errors, hacking and theft, or changes to the protocol rules of the Ethereum blockchain (i.e., “forks”), which can adversely affect the Smart Contracts and may expose You to a risk of total loss, forfeiture of Your digital currency or DD NFT, or lost opportunities to buy or sell DD NFT(s). Company assumes no liability or responsibility for any such Smart Contract or related failures, risks, or uncertainties.

You Assume the Risk of Interacting with Smart Contracts

You hereby acknowledge and assume the risk of initiating, interacting with, participating in Platform transactions and take full responsibility and liability for the outcome of any transaction they initiate, regardless of whether the Smart Contracts, the Website, or other Platform features behave as expected or intended. You hereby represent that You are knowledgeable, experienced and sophisticated in using blockchain technology, the Website, and in initiating Ethereum-based transactions.

No Attacking or Interfering with the Smart Contracts

You are forbidden from engaging in any attack, hack, denial-of-service attack, interference, or exploit of any Smart Contract. Operations performed by You that are technically permitted by a Smart Contract may nevertheless be a violation of our Terms of Use and the law, and any action permitted by a Smart Contract in violation of these Terms of Use or prohibited regardless of the non-prohibition by the Smart Contract.

Company Makes No Representations or Warranties

Company makes no representations or warranties, express or implied, written or oral, made by or on behalf of Company in connection therewith, including any representations or warranties of title, non-infringement, functionality, merchantability, usage, security, suitability or fitness for any particular purpose, workmanship or technical quality of any DD NFT, Smart Contract code, or software.

Company is Not Liable for the Outcome of Any Marketplace Transaction

Company shall not be liable to You for contract, tort, or any other types of damages, including indirect, special, incidental, consequential, punitive or exemplary damages arising out of or related to participation in or the outcome of a Platform transaction, whether or not Company has been advised or knew of the possibility of such damages. Company's liability for damages under these Terms of Use shall in all cases be limited to, and under no circumstances shall exceed, the amount of proceeds actually received by Company arising out of the sale or transaction of the DD NFT from which the damage arises after deducting all costs, fees and liabilities incurred by or on behalf of Company.

Company May Modify these Terms of Use and the Smart Contracts

Company reserves, the right, in its sole and absolute discretion, to amend, modify, alter or supplement these Terms of Use and the Smart Contracts accessible through the Website from time to time.

The Platform Smart Contracts Are Not Controlled By Company

All Platform transactions are executed by one or more Smart Contracts processed on the Ethereum blockchain and not under any direct control by Company. You acknowledge and agree that the Company is not and shall not be a party to any agreement or transaction between any other Parties involving the purchase, sale, or transfer of DD NFTs, whether or not a commission, royalty or fee is received by Company as a consequence of the transaction.

The Limited License Belongs Only to the Current Owner of a DD NFT

You agree and acknowledge that the lawful ownership, possession, and title to a DD NFT is a necessary and sufficient condition precedent to receive the limited license rights to the underlying digital artwork acquired in connection with these Terms of Use. Any subsequent transfer,

dispossession, burning, or other relinquishment of a DD NFT will immediately terminate the prior Owner's rights and interest in the license or DD NFT as provided by these Terms of Use.

Company's Rights and Restrictions

Company owns all legal right, title, and interest in all intellectual property rights to the Work which is part of the DD NFTs Minted on the Platform, including but not limited to copyrights and trademarks. As the copyright owner, Company enjoys several exclusive rights to the Work, including the right to reproduce, the right to prepare derivative works, the right to distribute, and the right to display or perform the Work. The ownership rights (the "Ownership Rights") of the Company with respect to the DD NFTs and all derivative rights can be found at the Website and are fully incorporated herein by reference.

Disclaimers and Limitations on Company Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Company Makes No Representations or Warranties

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE WEBSITE OR ABOUT SERVICES, THE VALUE OR TITLE OF DD NFTs, OR THE CONTENT OF ANY THIRD-PARTY WEBSITES OR SERVICES LINKED TO OR INTEGRATED WITH THE WEBSITE. COMPANY AND ITS AFFILIATES WILL HAVE NO LIABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITE OR CONSUMPTION OF ANY PRODUCTS; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY SERVERS OR OF ANY OF YOUR PERSONAL INFORMATION OR YOUR DATA (WHETHER PERSONAL OR OTHERWISE); (D) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE WEBSITE; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE WEBSITE OR SERVICES BY ANY THIRD PARTY; (F) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED THROUGH THE WEBSITE OR SERVICES; OR (G) LOSS OR DAMAGED CAUSED BY ANOTHER PARTY, PERSON OR ENTITY IN VIOLATION OF THESE TERMS.

Limitation on Liability

TO THE EXTENT PERMITTED BY LAW, COMPANY AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COMPANY AND ITS AFFILIATES, FOR ANY CLAIMS UNDER THESE TERMS OF USE, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE TOTAL AMOUNT YOU PAID IN FEES ON THE PLATFORM FOR THE TRANSACTION INVOLVING YOUR ALLEGED DAMAGES.

Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section. If You are in such a jurisdiction, some of the above limitations and disclaimers may not apply to You. To the extent Company may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of Company's liability will be the minimum permitted by applicable law.

Assumption of the Risk

YOU FURTHER REPRESENT AND WARRANT THAT YOU UNDERSTAND AND ARE WILLING TO ACCEPT THE RISKS ASSOCIATED WITH CRYPTOGRAPHIC SYSTEMS SUCH AS THE SMART CONTRACTS, THE ETHEREUM BLOCKCHAIN, NON-FUNGIBLE TOKENS, THE INTERPLANETARY FILE SYSTEM, AND ARWEAVE. COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK OR ANY ETHEREUM ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE PLATFORM, ETHEREUM NETWORK, OR ANY ETHEREUM-COMPATIBLE BROWSER OR ELECTRONIC WALLET.

Company is Not Responsible for Technical Errors on the Ethereum Blockchain

COMPANY IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETHEREUM NETWORK OR ANY ETHEREUM-COMPATIBLE BROWSER OR ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ETHEREUM NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

Upgrades by Ethereum to the Ethereum platform, a hard fork in the Ethereum platform, or a change in how transactions are confirmed on the Ethereum platform may have unintended, adverse effects on all blockchains using the ERC-721 standards, including the Platform.

The User Acknowledges the Risks of the Platform

You acknowledge that the Platform is subject to flaws and acknowledge that You are solely responsible for evaluating any code provided by the Platform. This warning and others provided in these Terms of Use by the Company in no way evidence or represent an ongoing duty to alert You 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. You agree to accept the risk of the Platform failure resulting from unanticipated or heightened technical difficulties, including those resulting from sophisticated attacks, and You agree not to 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 Your computer or other equipment, or any phishing, spoofing or other attack.

Company Does Not Guarantee the Value or Title of DD NFTs

The prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of Your DD 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 of the Platform, and therefore the potential utility or value of DD NFTs. The Platform, ETH and digital assets could be impacted by one or more regulatory inquiries regulatory actions, or legislative policies which could impede or limit the ability of Company to continue to develop the Platform, or which could impede or limit Your ability to access or use the Platform or Ethereum blockchain.

You Acknowledge Financial Risk of Digital Assets

Use of the Platform, including the creating, buying or selling trading digital assets, may carry financial risk. Digital assets are, by their nature, highly experimental, risky, volatile and transactions carried through the Platform are irreversible, final and there are no refunds. You acknowledge and agree that You will access and use the Platform at Your own risk. The risk of loss in trading digital assets can be substantial. You should, therefore, carefully consider whether such buying or selling digital assets is suitable for You in light of Your circumstances and financial resources. By using the Platform, You represent that You have been, are and will be solely responsible for making Your own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets. You represent that You have sufficient knowledge, market sophistication, professional advice and experience to make Your own evaluation of the merits and risks of any transaction conducted via the Platform or any underlying digital asset. You accept all consequences of using the Platform, including the risk that You may lose access to Your digital assets indefinitely. All transaction decisions are made solely by You. Notwithstanding anything in this Agreement, Company accepts no responsibility whatsoever for and will in no circumstances be liable to You in connection with use of the Platform for performing 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.

Arbitration Agreement & Waiver of Certain Rights, Including Class Actions

PLEASE READ THIS SECTION WITH EVEN MORE CARE THAN THE REMAINDER OF THESE TERMS OF USE, BECAUSE IT LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA (AMERICAN ARBITRATION ASSOCIATION) RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR COMPANY WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

You Agree to Waive a Jury Trial

YOU AGREE TO RESOLVE ANY DISPUTES BETWEEN YOURSELF AND COMPANY THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF THROUGH COURT PROCEEDINGS. YOU WAIVE YOUR RIGHT TO ANY JURY TRIAL OF ANY CLAIM. All controversies, claims, counterclaims, or other disputes arising between You and Company relating to these Terms of Use, the Website or Services shall be submitted for binding arbitration under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (“AAA Rules”). The arbitration will be heard and determined by a single arbitrator. The arbitrator’s decision will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities, regulatory authorities, or other governmental agencies.

This arbitration agreement does not preclude You or Company from seeking action by federal, state, or local government agencies. In addition, You and Company retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms of Use, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms of Use.

Arbitration Costs

If You demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Company may elect to pay as much of the administrative costs and arbitrator fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

Class Action Waiver

YOU MAY NOT ACT AS A CLASS REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL, NOR PARTICIPATE AS A CLASS MEMBER OF ANY CLASS CLAIMANTS WITH RESPECT TO

ANY CLAIM. CLAIMS MAY NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS. You may only bring individual claims, and the arbitrator may only decide individual claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

Miscellaneous Terms

These Terms May Change

These Terms of Use may be discretionarily modified or replaced at any time, unless stated otherwise herein. The most current version of these Terms of Use will be posted on the Website with the “Last Revised” date at the top of the Terms of Use altered. Any changes or modifications will be effective immediately upon posting the revisions to the Website. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right that You may have to receive specific notice of such changes or modifications. Use of the Platform by You after any modification to these Terms of Use constitutes Your acceptance of the Terms of Use as modified. If You do not agree to the Terms of Use in effect when You access or use the Platform, Company may, at any time and without liability or prior notice, modify or discontinue all or part of the Platform (including access to the Platform via any third-party links).

The Smart Contracts May Change

You acknowledge that Company may modify, change, amend, or replace one or more of the Smart Contracts from time to time. You agree that a modification to one or more of the Smart Contracts does not alter any right or obligation conferred by these Terms of Use.

Indemnification

You agree to indemnify and hold harmless the Company and its affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney’s fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms of Use by You, a co-conspirator, or anyone using Your account. If Company assumes the defense of such a matter, You will reasonably cooperate with Company in such defense.

Severability

If any provision of these Terms of Use is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the enforceability of any other provisions.

No Assignment of the Terms of Use

Neither Party may assign or transfer any rights or obligations under these Terms of Use without the prior written consent of the other Party, provided that Company may assign these Terms of Use without Your prior consent to any Company’s affiliates, or to its successors in interest of any

business associated with the Services provided by Company. These Terms of Use shall be binding upon the permitted assigns or transferees of each Party.

Governing Law, Venue and Jurisdiction

These Terms of Use will be governed by and construed under the laws of the State of Oklahoma, without giving effect to any conflict of laws rules or provisions. You agree that any action of whatever nature arising from or relating to these Terms of Use, the Website, or the Services will be filed only in the state or federal courts in Oklahoma. You consent and submit to the personal jurisdiction of such courts for any such action. The failure by Company to enforce any right or provision of these Terms of Use will not prevent Company from enforcing such right or provision in the future. Company may assign our rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. The terms herein shall be binding upon and inure to the benefit of any subsequent purchaser of the DD NFT(s) in Secondary Market Sales.