

OnChainMonkey NFT Purchase and License Agreement

This OnChainMonkey NFT Purchase and License Agreement (this “**Agreement**”) is a legally binding agreement by and between Nfinita Inc. (“**Nfinita**” or “**us**”) and any owner of any OnChainMonkey (defined below) (“**you**” or “**Purchaser**”). Nfinita and each Purchaser may be referred to throughout this Agreement collectively as the “**Parties**” or individually as a “**Party**”. This Agreement governs the rights and obligations with respect to an OnChainMonkey. By purchasing an OnChainMonkey, you acknowledge that you have carefully read and agree to the terms of this Agreement.

WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND NFINITA THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTIONS 14 “DISPUTE RESOLUTION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 14 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 13 (GOVERNING LAW) WILL APPLY INSTEAD.

1. Agreement to Terms.

(a) “**OnChainMonkey**” means a non-fungible token (NFT) (i.e., a controllable electronic record recorded on a blockchain) that, as of its genesis issuance, is associated with an image of Core Art that is generated on a blockchain network. “**Core Art**” means those images of a unified NFT collection (for example, 10,000 of “core Genesis monkeys,” or 20,000 of “core Karma monkeys”), and the underlying creative elements (i.e., “traits” or “properties”) that form them, such as the various visual options (e.g., “monkey with open eyes”, “monkey with partially closed eyes”, “monkey with flat mouth”, “monkey with hat”, “monkey without hat”) under each color category (e.g., “orange”, “beige”, “periwinkle”). For avoidance of doubt, the Core Art is digital in nature and does not include, is not linked to, and is not sold together with, any items or representations that have physical dimensions such as mass or volume.

(b) Additional Terms: OnChainMonkeys may be available for purchase on one or more third-party platforms, such as OpenSea (each, an “**NFT Marketplace**”), which we do not operate. The access and use of the NFT Marketplace are subject to the separate terms of the NFT Marketplace.

2. Ownership of an OnChainMonkey NFT.

(a) When Purchaser acquires an OnChainMonkey, Purchaser owns all personal property rights to that OnChainMonkey (e.g., the right to freely sell, transfer, or otherwise dispose of that OnChainMonkey). Such rights, however, do not include the ownership of the intellectual property rights in the Core Art. Such rights are licensed pursuant to Section 3 below.

(b) Purchaser represents and warrants that it will not transfer an OnChainMonkey in any subsequent transaction to a Transferee that is (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or is (ii) listed on any U.S. Government list of prohibited or restricted parties (“**Prohibited Transferees**”).

3. License to Core Art.

(a) Non-Commercial License to Core Art: Subject to your compliance with this Agreement and payment of applicable creator royalty fees, Nfinita hereby grants to you, for so long as you own the OnChainMonkey (as recorded on the relevant blockchain) a non-exclusive license, with no right to

sublicense, to use, copy, and display the Core Art associated with your purchased OnChainMonkey for your own personal, non-commercial use (e.g., home display or as a social media avatar), including to create a reasonable number of back-up copies of such Core Art and a physical print out of the Core Art, each to be retained only for so long as you own the associated OnChainMonkey; and (ii) to sell or otherwise transfer the associated OnChainMonkey consistent with the ownership of it (e.g., posting the Core Art on a sales listing on an NFT marketplace) (the “**Non-Commercial License**”).

(b) Commercial License to Core Art: In addition, subject to your compliance with this Agreement and payment of applicable creator royalty fees, Nfinita hereby grants to you, for so long as you own the OnChainMonkey (as recorded on the relevant blockchain), a worldwide, revocable license, with the right to sublicense, to use, copy, distribute, and display the Core Art associated with the OnChainMonkey that you own for Commercial Purposes (the “**Commercial License**”). “**Commercial Purposes**” means the creating, selling, and marketing of: (i) physical goods (e.g., apparel) or (ii) tangible or intangible media (e.g., comic books, e-books, video games, film and television productions), each that feature the Core Art. These rights do not include the right to create derivative works of the Core Art except to the extent necessary to depict the OnChainMonkey in or on the goods or media created pursuant to the exercise of this license (e.g., reformatting the OnChainMonkey into a different form of media).

(c) Transferability. The Non-Commercial License and the Commercial License are non-transferrable, except that they will automatically transfer in connection with the transfer of an OnChainMonkey.

4. **Reservation of Rights.**

General. All rights in and to the Core Art not expressly provided for in this Agreement are hereby reserved by Nfinita. The Core Art is licensed, not sold. Nfinita owns and will retain all title, interest, ownership rights and intellectual property rights in and to the Core Art. Without limitation, Purchaser shall not, nor permit any third party to do or attempt to, do any of the following without express prior written consent from Nfinita: (i) modify the Core Art except as expressly permitted herein; (ii) use the Core Art to advertise, market, or sell any product or service except as expressly permitted herein; (iii) use the Core Art in connection with media that depicts hate speech, vulgarity (e.g., pornography), offensive behavior, violence, cruelty, or illegal activities or as otherwise prohibited in Nfinita’s Acceptable Use Policy, which can be found at <https://onchainmonkey.com/tos>, as amended from time to time; (iv) attempt to register any trademark, copyright, or otherwise acquire intellectual property rights in or to the Core Art; (v) represent or imply that your exercise of the Commercial License is endorsed by or affiliated with Nfinita; or (vi) make defamatory or dishonest statements about Nfinita, OnChainMonkeys, or otherwise damage the goodwill, value or reputation of Nfinita or the OnChainMonkeys.

(a) Particular Exceptions. Without limitation of Section 4(a) above, the license in Section 3(b) does not include: (i) the right to use the Core Art to create non-fungible tokens or other digital assets accounted for on a distributed ledger; (ii) the right to create derivative works of the Core Art except as expressly provided therein; or (iii) the right to use the Core Art as a trademark or brand, or for any other fundraising, advertising, marketing, or similar purposes (other than to advertise or market the merchandise or media that has been made in accordance with Section 3(b)).

(b) No Rights to Trademarks. For avoidance of doubt, the foregoing license does not include the right to, and you may not, use any Nfinita trademarks (e.g., Nfinita, Metagood, or OnChainMonkey) in connection with your exercise of the license in Section 3(b). No trademark or other rights based on designation of source or origin are licensed to you. You may not register domain names, social media accounts or related addresses include or may be confusingly similar any Nfinita trademarks.

(c) Enforcement. Nfinita reserves the exclusive right to: (1) register and otherwise protect all intellectual property and other rights in any to the Core Art and (2) enforce the intellectual property rights in and to the Core Art.

(d) Right to Interpret and Clarify. Nfinita and Purchaser recognize that the grant of rights reflected in Section 3 and corresponding reservation of rights in Section 4 is novel and unforeseen circumstances may require clarification. As such, Nfinita reserves the right to interpret and clarify the terms of this Agreement in relation to such circumstances it deems novel or unforeseen.

5. Fees and Purchaser Obligations.

(a) Purchase and Sale. The valid execution of this Agreement, including the delivery of the purchased OnChainMonkey, is conditioned upon the following terms being met: (i) Purchaser's payment and Nfinita's receipt of the purchase price, if applicable, and/or Purchaser's payment of the creator royalty fee declared by Nfinita at the time of Purchase, as applicable, (ii) Purchaser's provision to Nfinita a compatible network wallet address ("**Wallet**") to which the Purchaser's OnChainMonkey will be delivered; and (iii) Purchaser's successful completion of any applicable anti-money laundering, sanctions and other processes as may be requested by Nfinita. If the Purchaser fails to meet any of the conditions above, Nfinita may suspend the delivery of the purchased OnChainMonkey or terminate the transaction.

(b) Purchaser Qualification. Purchaser represents and warrants that it (i) is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) is not listed on any U.S. Government list of prohibited or restricted parties.

(c) Gas Fees. By buying or selling an OnChainMonkey on an NFT Marketplace, you agree to pay all applicable fees and royalties, and, if applicable, you authorize Nfinita to automatically deduct fees (including any transaction fees, or Gas Fees, as applicable) directly from Purchaser's payments for the transaction or subsequent transactions. "**Gas Fees**" fund the network of computers that run the decentralized blockchain network, meaning that Purchaser will need to pay a Gas Fee for each transaction that occurs via the blockchain network. Nfinita has no insight into or control over these payments or transactions, nor does Nfinita have the ability to reverse any transactions. Accordingly, Nfinita will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions of OnChainMonkeys that you engage in.

(d) Transfers: All subsequent transactions of an OnChainMonkeys are subject to the following terms: (i) an OnChainMonkey transferee (the "**Transferee**") shall, by purchasing, accepting, accessing or otherwise using an OnChainMonkey or Core Art, be deemed to accept all of the terms of this Agreement as a "Purchaser" hereof (other than with respect to Sections 5(a) and 5(c)); (ii) an OnChainMonkey transferor shall provide notice to the Transferee of this Agreement, including a link or other method by which the terms of this Agreement can be accessible by the Transferee.

(i) Purchaser further acknowledges and agrees that all subsequent transactions of an OnChainMonkey will be effected on the blockchain network governing OnChainMonkey, and Purchaser will be required to make or receive payments exclusively through its cryptocurrency wallet.

6. **Nfinita's Rights and Obligations to the Core Art and OnChainMonkeys.** The Parties acknowledge and agree that Nfinita is not responsible for the ultimate rendering of the Core Art.

7. **Warranty Disclaimers and Assumption of Risk.** Purchaser represents and warrants that (a) is the age of majority in Purchaser's place of residence (which is typically 18 years of age in most U.S. states) and has the legal capacity to enter into this Agreement, (b) that Purchaser will use and interact with its purchased OnChainMonkeys and Core Art only for lawful purposes and in accordance with this Agreement, and (c) that Purchaser will not use its purchased OnChainMonkeys or Core Art to violate any law, regulation or ordinance or any right of Nfinita, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent. Purchaser further agrees that it will comply with all applicable law.

THE ONCHAIN MONKEYS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, NFINITA EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NFINITA MAKES NO WARRANTY THAT THE ONCHAINMONKEYS WILL MEET PURCHASER’S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. NFINITA MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT RELATED TO THE ONCHAINMONKEYS.

NFINITA WILL NOT BE RESPONSIBLE OR LIABLE TO PURCHASER FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF AN ONCHAIN MONKEY, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS TO ONCHAIN MONKEY; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE ONCHAINMONKEYS.

AN ONCHAIN MONKEYS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH NFINITA DO NOT CONTROL. NFINITA DO NOT GUARANTEE THAT NFINITA OR ANY NFINITA PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY ONCHAIN MONKEY. PURCHASER BEARS FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS PURCHASER PURCHASES THROUGH THE NFT MARKETPLACE. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, NFINITA MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE NFT MARKETPLACE OR ANY PURPORTED SUBSEQUENT TRANSACTIONS.

NFINITA IS NOT RESPONSIBLE ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF AN ONCHAINMONKEYS. NFINITA IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING ONCHAINMONKEYS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8. Assumption of Risk. Purchaser accepts and acknowledges all risks associated with the following:

(a) Purchaser is solely responsible for determining what, if any, taxes apply to Purchaser’s purchase, sale, or transfer of OnChainMonkeys. Nfinita is not responsible for determining or paying the taxes that apply to such transactions.

(b) Nfinita does not store, send, or receive cryptocurrency assets. Any transfer of cryptocurrency assets occurs within the supporting blockchain that is not controlled by Nfinita. Transactions in OnChainMonkeys may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions of an OnChainMonkeys shall be

deemed to be made when recorded on a public blockchain ledger, which is not necessarily the date or time that Purchaser initiated the transaction.

(c) There are risks associated with using an Internet based digital asset, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Wallet. Nfinita will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when effecting OnChainMonkey transactions, however caused.

(d) Digital assets, including blockchain based assets such as an OnChainMonkeys, are subject to developing laws and regulations throughout the world.

(e) Transactions involving an OnChainMonkeys may rely on third-party platforms to perform transactions. If Nfinita is unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if Nfinita violates or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and interactions of an OnChainMonkeys will suffer.

9. Links to Third Party Websites or Resources. Use and interaction of OnChainMonkeys and Core Art may allow Purchaser to access third-party websites or other resources. Nfinita provides access only as a convenience and is not responsible for the content, products or services on or available from those resources or links displayed on such websites. Purchaser acknowledges sole responsibility for and assumes all risk arising from Purchaser's use of any third-party resources. Under no circumstances shall Purchaser's inability to view its Core Art on a third-party website serve as grounds for a claim against Nfinita or Nfinita.

10. Termination of License to Core Art. Purchaser's license to the Core Art shall automatically terminate and all rights shall revert to Nfinita if at any time: (i) Purchaser breaches any portion of this Agreement or (ii) Purchaser engages in any unlawful activity related to an OnChainMonkey (including transferring an OnChainMonkey to a Prohibited Transferee). Upon any termination, discontinuation or cancellation of Purchaser's license to Core Art, Nfinita may disable Purchaser's access to the Core Art and Purchaser shall delete, remove, or otherwise destroy any back up or single digital or physical copy of the Core Art. Upon any termination, discontinuation or cancellation of the license in this Agreement, the following Sections will survive: 2, 4, 6 through 15.

11. Indemnity. Purchaser shall defend, indemnify, and hold the Nfinita harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought by a third party (including any person who accesses or transacts using an OnChainMonkeys whether or not such person personally purchased an OnChainMonkeys) against Nfinita, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (a) your access to or use of the NFT Marketplace or (b) your breach of this Agreement.

12. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER NFINITA NOR ITS SERVICE PROVIDERS, INVOLVED IN CREATING, PRODUCING, OR DELIVERING AN ONCHAIN MONKEY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE ONCHAIN MONKEYS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH

ONCHAIN MONKEYS OR ACCESS THE CORE ART, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NFINITA OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL NFINITA'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF OR INABILITY TO USE OR INTERACT WITH AN ONCHAIN MONKEYS OR ACCESS THE CORE ART EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00).

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NFINITA AND PURCHASER.

13. Governing Law and Forum Choice. This Agreement and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that Purchaser and Nfinita are not required to arbitrate will be the state and federal courts located in Seattle, Washington, and Purchaser and Nfinita each waive any objection to jurisdiction and venue in such courts.

14. Dispute Resolution.

(a) Mandatory Arbitration of Disputes. The Parties each agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof of an OnChainMonkeys transaction (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Nfinita agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Nfinita are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 14(a) above: (i) both Parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) both Parties each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The Parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and Nfinita won't seek to recover the administration and arbitrator fees Nfinita is responsible for paying, unless the arbitrator finds your Dispute frivolous. If Nfinita prevails in arbitration Nfinita will pay for all of its attorneys' fees and costs and won't seek to recover them from you. If you

prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 14(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Nfinita prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND NFINITA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 14(f) of these Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

15. General Terms. This Agreement will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, in particular any Transferee. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement. Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing. No amendment to this Agreement or waiver of any provision hereof will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby. Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other Party in any manner. Nothing contained in this Agreement will be deemed to create any third-party beneficiary right upon any third party whatsoever. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed or not by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect its interpretation. Neither Party will be afforded or denied preference in the construction of this Agreement, whether by virtue of being the drafter or otherwise. For purposes of this Agreement, the words and phrases "include," "includes", "including" and "such as" are deemed to be followed by the words "without limitation". Any notices or other communications provided by Nfinita under this Agreement be given by contacting the Purchaser at the contact information provided on the NFT Marketplace or directly to Nfinita. Purchaser may give notice to Nfinita by contacting the Nfinita at the contact information provided on the NFT Marketplace or at hello@nfninita.com. Notice is effective upon receipt. The Parties have

agreed to contract electronically, and accordingly, electronic signatures will be given the same effect and weight as originals.