

## **Tattoo Skullz Society NFT Purchase and License Agreement**

This Tattoo Skullz Society NFT Purchase and License Agreement (this “**Agreement**”), is a legally binding agreement by and between Tattoo Skullz Society, LLC. (“**the Company**”) and: (i) you as a purchaser in the Tattoo Skullz Society Collectible Sale (defined below); and (ii) any subsequent purchaser(s) of a Tattoo Skullz Society Collectible (defined below) (collectively and as applicable, “**You**” and “**Your**”). the Company and You may be referred to throughout this Agreement collectively as the “**Parties**” or individually as a “**Party**”.

**1. Agreement to Terms.** By participating in the Tattoo Skullz Society Collectible Sale or purchasing a Tattoo Skullz Society Collectible, You acknowledge that You have carefully read and agree to the terms of this Agreement. “**Tattoo Skullz Society Collectible**” means a non-fungible token (NFT) that , as of its genesis issuance, is linked to a display of Tattoo Skullz Society Art. Tattoo Skullz Society Collectibles are controllable electronic records recorded on the ETH blockchain. “**Tattoo Skullz Society Art**” means the digital art for Tattoo Skullz Society that is provided by and owned by the Company and is linked to the Tattoo Skullz Society Collectibles. For avoidance of doubt, the Tattoo Skullz Society Art is digital in nature and does not include any items or representations that have physical dimensions such as mass or volume. This Agreement governs Your participation in the Primary Transactions on TattooSkullzSociety.com or any other site which the Company may use from time to time (the “**Collectibles Website**” OR “**Website**”), which is facilitated by the third party platforms, such as the OpenSea NFT Marketplace (“**Third Party Platforms**”), as well as Secondary Transactions between Transferors and Transferees (as defined below). Although OpenSea is not a party to this Agreement, it may be owed royalties, fees or charges on Transactions of the Tattoo Skullz Society Collectibles as set forth herein; and you hereby agree to be bound by any Terms, Conditions and Covenants of third party platforms, which may be incorporated into this Agreement via reference.

(a) Additional Terms: The access and use of the Collectibles Website may be subject to the separate Terms and Conditions, as well as Privacy Policies of the Website. You further acknowledge that You have carefully read and have accepted any Terms of Service located on the Website because the Website Terms governs Your use of the Website. If there is a conflict between the Website Terms and this Agreement with respect to the Tattoo Skullz Society Collectible Sale, the Tattoo Skullz Society Collectibles, and Tattoo Skullz Society Art, this Agreement controls.

(b) Your Information. As a condition of participating in the Tattoo Skullz Society Collectible Sale, using the Website, and any time You provide Your information (including personal information (also known as personally identifiable information or personal data) to the Company or that the Company collects from You when using the Website (including information collected automatically by the use of cookies or other similar technologies), You agree to the collection, use, storage, sharing (i.e., by way of example only, with the Company’s parent company, its affiliates, and with third-party partners, service providers, etc.), transfer, and processing of Your information by the Company for the purposes of providing the Websites and the services available therein, to administer the Tattoo Skullz Society Collectible Sale.

**2. The Tattoo Skullz Society Collectible Sale.** The “**Tattoo Skullz Society Collectible Sale**” means each sale hosted on the Website during the Sale Dates (defined below).

(a) Sale Dates. The Tattoo Skulls Society Collectible Sale began on February 22, 2022 (“**Sale Date**”). the Company reserves the right to terminate or extend the Tattoo Skullz Society Collectible Sale at any time.

(b) Purchases. During the Tattoo Skullz Society Collectible Sale, You can purchase Tattoo Skullz Society Collectibles made available on the Website. You may be required to create an account and sign in through the Website and/or other platforms to participate. The Company has the right, in its sole discretion, to cancel or reject a

purchase at any time. You will be responsible for any fees incurred in connection with any purchases that you make.

(c) Transfer Timing. Transfer of the Tattoo Skullz Society Collectible to the applicable Wallet may take up to 10 days.

(d) Auction Conduct. As a condition to Your participation in the Tattoo Skullz Society Collectible Sale, You agree:

- (i) to avoid any anticompetitive conduct, such as actions that are deceptive or would artificially inflate or deflate the price of a Tattoo Skullz Society Collectible, or stimulate demand for a Tattoo Skullz Society Collectible;
- (ii) to report any suspicious activity during the Tattoo Skullz Society Collectible Sale to the Company at the Website;
- (iii) that You will not attack, hack, DDOS, interfere with, or otherwise tamper with the smart contract associated with any Tattoo Skullz Society Collectible;
- (iv) that you will not participate in the Tattoo Skullz Society Collectible Sale to conceal or transfer proceeds relating to criminal activity or purchase a Tattoo Skullz Society Collectible for any reason other than to obtain the Tattoo Skullz Society Collectible;
- (v) that ETH is a volatile asset that often experiences periods of high price volatility and instability. Often a consequence of rapidly changing prices and demand, the ETH blockchain can also experience significant periods of network congestion, slow to stagnant processing speeds, and unpredictable failures; and
- (vi) that You understand and acknowledge that purchases made during the Tattoo Skullz Society Collectible Sale may never be received or processed by the Tattoo Skullz Society Collectible smart contract due to network or smart contract failures.

### 3. **Ownership of Tattoo Skullz Society Collectible.**

(a) If You acquire a Tattoo Skullz Society Collectible, You own all personal property rights to that Tattoo Skullz Society Collectible (e.g., the right to freely sell, transfer, or otherwise dispose of that Tattoo Skullz Society Collectible). Such rights, however, do not include the ownership of the intellectual property rights in the Tattoo Skullz Society Art. Such rights are licensed pursuant to this Agreement.

(b) You represent and warrant that You will not transfer a Tattoo Skullz Society Collectible in any Secondary 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**”). A “**Secondary Transaction**” means any transaction in which a Tattoo Skullz Society Collectible is sold by one owner to another owner, or is otherwise transferred in any manner that is not a Primary Transaction; and “**Primary Transaction**” means a transaction facilitated through the Collectibles Website in which a Tattoo Skullz Society Collectible is first sold.

4. **License of Tattoo Skullz Society Art.** If you acquire a Tattoo Skullz Society Collectible, the Company hereby grants to You, for so long as You own the Tattoo Skullz Society Collectible (as recorded on the relevant blockchain), a non-exclusive, sublicensable, royalty-free license to use, copy, and display the Tattoo Skullz Society Art linked with Your purchased Tattoo Skullz Society Collectible solely for the following purposes: (i) for Your own personal use, including to create one back-up copy of the Tattoo Skullz Society Art and a single physical print out of the Tattoo Skullz Society Art, each to be retained only for so long as You own the associated Tattoo Skullz Society Collectible; (ii) efforts to sell or otherwise transfer the associated Tattoo Skullz Society Collectible consistent with the ownership of it (e.g., posting the Tattoo Skullz Society Art on a sales listing on an

NFT marketplace); (iii) commercial purposes pursuant to this Agreement, including branding purposes of any kind, pursuant to the Agreement, and the Tattoo Skullz Society Community Guidelines. The license in the prior sentence is non-transferrable, except that it will automatically transfer in connection with the transfer of the Tattoo Skullz Society Collectible.

**5. Reservation of Rights. All rights in and to the Tattoo Skullz Society Art not expressly provided for in this Agreement are hereby reserved by the Company.** The Tattoo Skullz Society Art is licensed, not sold. The Company owns and will retain all title, interest, ownership rights and intellectual property rights in and to the Tattoo Skullz Society Art. Without limitation, You shall not, nor permit any third party to do or attempt to do any of the following without express prior written consent from the Company: (i) use the Tattoo Skullz Society Art in connection with any use that depicts hatred, intolerance, violence, cruelty, or any other subject matter that, at the Company's sole discretion reflects negatively on the Tattoo Skullz Society brand; (iii) attempt to register any trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Tattoo Skullz Society Art, in any manner that the Company may deem against the Tattoo Skullz Society community, at its sole discretion, which will not be unreasonably withheld; (iv) use the Tattoo Skullz Society trademarks, name, brand or any other asset property of the Company, without the express written consent of the Company (excluding your individual Tattoo Skullz Society Art).

## **6. Payment and Fees.**

(a) **Purchaser Qualification.** You represent and warrant that You (i) are 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) are not listed on any U.S. Government list of prohibited or restricted parties.

(b) **Form of Payment.** Our third party platforms may agree to accept payment for the Primary Transaction Purchase Price via ETH; provided that third party platforms may elect to accept other methods or forms of payment on an as-converted to U.S. dollars basis in its sole discretion. The U.S. dollar exchange rate for any other forms of payment shall be determined solely by the Company, third party platforms, or an assignee or agent in accordance with reasonable and accepted market practices and additional transaction fees may apply.

(c) **Fees.** By buying or selling a Tattoo Skullz Society Collectible on the Tattoo Skullz Society Platform or any other platform, You agree to pay all applicable fees and, if applicable, You authorize third party platforms to automatically deduct fees (including any transaction fees as applicable) directly from Your payments for the Primary Transaction or subsequent Secondary Transactions. Neither the Company nor third party platforms have any insight into or control over these payments or transactions, nor does the Company or third party platforms have the ability to reverse any transactions. Accordingly, the Company and third party platforms 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 the Tattoo Skullz Society Collectibles that You engage in.

(d) **Transfers:** All Transactions (including secondary transactions) are subject to the following terms: (i) the Tattoo Skullz Society Collectible transferee (the "**Transferee**") shall, by receiving an ownership interest in the Tattoo Skullz Society Collectible, be deemed to accept all of the terms of this Agreement; (ii) the Tattoo Skullz Society Collectible transferor (the "**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, (iii) the Transferor shall pay third party platforms or Tattoo Skullz Society, a percent of the gross amounts paid by the Transferee (the "**Royalty Payment**"), which may be determined by third party platforms or Tattoo Skullz Society from time to time. Third party platforms shall be paid on the same terms and at the same time as Transferor is paid by the Transferee. You acknowledge and agree that the amounts payable to third party platforms under this Section herein does not include, and is not intended to cover any additional fees imposed or required by the transferring platform through which You transfer the Tattoo Skullz Society Collectible.

(i) You further acknowledge and agree that all Secondary Transactions will be effected on

the ETH blockchain, the blockchain network governing the Tattoo Skullz Society Collectibles, and You will be required to make or receive payments exclusively through Your cryptocurrency wallet.

- (ii) Without limitation of any other termination rights, the Company may suspend or terminate the license to the Tattoo Skullz Society Art if it has a reasonable basis for believing that You have engaged in an off-chain sale of the Tattoo Skullz Society Collectible, or otherwise engaged in any off-chain transactions for the purchase or sale of the Tattoo Skullz Society Collectible without making the applicable Royalty Payment. You, and all subsequent Transferees, shall be responsible for paying the Royalty Payment associated with the Secondary Transaction purchase price, regardless of whether such purchase price is fulfilled on-chain, off-chain, or in a combination of the foregoing.

**7. the Company's Rights and Obligations to the Tattoo Skullz Society Art.** the Company is not responsible for repairing, supporting, replacing, or maintaining the website hosting the Tattoo Skullz Society Art, nor does the Company have the obligation to maintain any connection or link between a Tattoo Skullz Society Collectible and the corresponding Tattoo Skullz Society Art.

**8. Warranty Disclaimers and Assumption of Risk.** You represent and warrant that You: (a) are at least the age of majority in Your 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) will use and interact with the Tattoo Skullz Society Collectibles and Tattoo Skullz Society Art only for lawful purposes and in accordance with this Agreement, and (c) will not use the Tattoo Skullz Society Collectibles or Tattoo Skullz Society Art to violate any law, regulation or ordinance or any right of the Company, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent. You further agree that You will comply with all applicable laws.

THE TATTOO SKULLZ SOCIETY COLLECTIBLES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE COMPANY 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. THE COMPANY MAKES NO WARRANTY THAT THE TATTOO SKULLZ SOCIETY COLLECTIBLES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE COMPANY MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE TATTOO SKULLZ SOCIETY COLLECTIBLES.

THE COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE TATTOO SKULLZ SOCIETY COLLECTIBLES, 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 TATTOO SKULLZ SOCIETY COLLECTIBLES; 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 TATTOO SKULLZ SOCIETY COLLECTIBLES.

THE TATTOO SKULLZ SOCIETY COLLECTIBLES 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 THE COMPANY DOES NOT CONTROL. THE COMPANY DOES NOT GUARANTEE THAT THE COMPANY OR THIRD PARTY PLATFORMS CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TATTOO SKULLZ SOCIETY COLLECTIBLES. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE

COLLECTIBLES WEBSITE. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, THE COMPANY MAKES NO CLAIM ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE COLLECTIBLES WEBSITE OR ANY PURPORTED SECONDARY TRANSACTIONS.

THE COMPANY IS NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE TATTOO SKULLZ SOCIETY COLLECTIBLES. THE COMPANY 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 THE TATTOO SKULLZ SOCIETY COLLECTIBLES, 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.

**9. Assumption of Risk.** You accept and acknowledge all risks associated with the following:

(a) You are solely responsible for determining what, if any, taxes apply to Your purchase, sale, or transfer of Tattoo Skullz Society Collectibles. Neither the Company nor third party platforms are responsible for determining or paying the taxes that apply to such transactions.

(b) the Company does not store, send, or receive cryptocurrency assets. Any transfer of cryptocurrency assets occurs within the supporting blockchain that is not controlled by the Company. Transactions in Tattoo Skullz Society Collectibles may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions of the Tattoo Skullz Society Collectibles shall be deemed to be made when recorded on a public blockchain ledger, which is not necessarily the date or time that You 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. the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when effecting Tattoo Skullz Society Collectible transactions, however caused.

(d) Digital assets, including blockchain based assets such as the Tattoo Skullz Society Collectibles, are subject to developing laws and regulations throughout the world. You acknowledge that due to these reasons, thi Agreement may be reviewed, modified and/or amended by the Company, at its sole discretion, from time to time. You agree to be bound by any subsequent review, modification and/or amendment of this Agreement, acknowledging that you have an obligation to periodically review the Website for any changes to this Agreement.

(e) Transactions involving the Tattoo Skullz Society Collectibles may rely on third-party platforms to perform transactions which are outside of the Company's control. Therefore access to and interactions for the Tattoo Skullz Society Collectibles may be limited or unavailable.

**10. Links to Third Party Websites or Resources.** Use and interaction of the Tattoo Skullz Society Collectibles and Tattoo Skullz Society Art may allow You to access third-party websites (including websites that host the Tattoo Skullz Society Art) or other resources. The Company 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. You acknowledge sole responsibility for and assume all risk arising from Your use of any third-party resources. Under no circumstances shall Your inability to view the Tattoo Skullz Society Art on a third-party website serve as grounds for a claim against the Company.

**11. Termination of License to Tattoo Skullz Society Art.** Your license to the Tattoo Skullz Society Art



shall automatically and immediately terminate without notice, and all rights shall revert to the Company if at any time: (i) You breach any portion of this Agreement; (ii) You engage in any unlawful activity related to the Tattoo Skullz Society Collectible (including transferring the Tattoo Skullz Society Collectible to a Prohibited Transferee); (iii) You initiate any legal actions, except an arbitration as specifically provided herein, against the Company or their parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys, and employees (collectively, the “**the Company Parties**”); (iv) at the Company’s sole determination and discretion, You disparage any of the Company Parties, or their brands or products, or (v) at the Company’s sole determination and discretion. Upon any termination, discontinuation or cancellation of Your license to Tattoo Skullz Society Art, the Company may disable Your access to the Tattoo Skullz Society Art and You must delete, remove, or otherwise destroy any back up or single digital or physical copy of the Tattoo Skullz Society Art. Upon any termination, discontinuation or cancellation of the license in this Agreement, Sections may survive including, but not limited to, 3 and 5-17.

**12. Indemnity.** You shall defend, indemnify, and hold the the Company Parties 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 the Tattoo Skullz Society Collectibles whether or not such person personally purchased the Tattoo Skullz Society Collectibles) against any the Company Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (A) Your purchase, ownership, use and interaction with the Tattoo Skullz Society Collectibles or license to the Tattoo Skullz Society Art, (B) Your breach or anticipatory breach of this Agreement, (C) Your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities in connection with Your use or interaction with the Tattoo Skullz Society Collectibles, and (D) any misrepresentation made by You (all of the foregoing, “**Claims and Losses**”). You will cooperate as fully required by the Company in the defense of any Claim and Losses. Notwithstanding the foregoing, the Company retains the exclusive right to settle, compromise, and pay any and all Claims and Losses. the Company reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of the Company.

**13. Limitation of Liability.**

**(a)** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE TATTOO SKULLZ SOCIETY COLLECTIBLES 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 TATTOO SKULLZ SOCIETY COLLECTIBLES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE TATTOO SKULLZ SOCIETY COLLECTIBLES OR ACCESS THE TATTOO SKULLZ SOCIETY ART, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY 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 THE COMPANY TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF OR INABILITY TO USE OR INTERACT WITH THE TATTOO SKULLZ SOCIETY COLLECTIBLES OR ACCESS THE TATTOO SKULLZ SOCIETY ART EXCEED THE PRIMARY TRANSACTION PURCHASE PRICE.

**(c)** THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN the Company AND

YOU.

**14. Governing Law and Forum Choice.** This Agreement will be governed by, and construed and interpreted in accordance with, the laws of the Government of Puerto Rico, without regard to its conflicts-of-law principles. Any dispute arising out of or relating to this Agreement may be brought and adjudicated only in the courts, federal or state, located in Puerto Rico, and the Company and you submit to the exclusive jurisdiction of such courts and waive any objections based upon improper venue or inconvenient forum. Neither the Company nor you will seek to litigate any claims against the other on a class action or representative party basis and shall pursue any claims solely on an individual basis.

**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 the Company under this Agreement be given by posting to the Collectibles Website or other website elected by the Company. You may give notice to the Company by mail per the below, effective upon receipt. The Parties have agreed to contract electronically, and accordingly, electronic signatures will be given the same effect and weight as originals.

**Contact Information.** If You have any questions about this Agreement, please contact the Company:

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