

## **SpaceBudz NFT User Agreement**

### **Effective March 16, 2023**

**After thoughtful consideration and ample discussions with the community, the team behind SpaceBudz (“SpaceLabz”) have decided to proceed with a migration path into a new SpaceBudz collection from SpaceBudz V1 to the currently supported SpaceBudz NFT.**

**Please read this carefully before migrating your SpaceBudz V1 into a the currently supported SpaceBudz NFT and before purchasing either a SpaceBudz V1 or SpaceBudz NFT as this User Agreement has important information relevant to those decisions.**

This SpaceBudz NFT User Agreement ("***Agreement***") governs your use of the SpaceBudz platform, located at <https://spacebudz.io/> ( "***Site***"), and the related products, services, and technologies offered (collectively, including the Site, "***SpaceBudz Services***" or "***Services***") offered or provided by SpaceLabz and their affiliates ("***SpaceLabz***" "***we***," "***us***," or "***our***").

YOU SHOULD READ THIS AGREEMENT CAREFULLY INCLUDING SECTION 11 WHICH CONTAINS A MANDATORY ARBITRATION AND JURY TRIAL WAIVER.

### **1. AGREEMENT**

**1.1 Difference between SpaceBudz V1 and the Current SpaceBudz NFT.** It was brought to SpaceLabz attention that some of the artwork originally commissioned by SpaceLabz for the SpaceBudz V1 tokens closely resembled artwork by other individuals. While the SpaceLabz team does not make any admissions as to the authenticity or protectability of that similar artwork, it was always the intention of the team to deliver truly unique art which the SpaceBudz holders could be proud of and build upon.

To meet this goal of delivering SpaceBudz holders valuable and unique artwork, the SpaceLabz team made the difficult decision, with the support of the SpaceBudz community, to commission new art, from new artists, which are truly unique and distinguishable from anything else on the market or elsewhere. While the V1 artwork will always hold a special place in the hearts of legacy holders, the currently supported SpaceBudz NFT token and associated artwork are where the team has decided to build the project going forward and is what will be required for access to SpaceBudz NFT token-gated offerings and experiences.

**1.2 SpaceBudz V1 Holder Rights.** We recognize that SpaceBudz V1 art will always hold a sentimental value for some holders. For that reason, migration into the current SpaceBudz NFT token is completely voluntary. However, SpaceLabz cannot warrantee any SpaceBudz V1 artwork for noninfringement of the intellectual property rights of others. Because of this, any token-gated right or benefit shall only be accessible through use of a migrated current SpaceBudz NFT token as of March 16, 2023. This is done to protect new users entering the SpaceBudz community who are potentially unaware of the artwork’s history and to protect the community from unintentional actions which open those community members up to potential liability for infringement.

Additionally, while the Licensing Agreement applies to both V1 and current SpaceBudz NFT tokens, owners of V1 tokens should be aware any attempt to commercialize their V1 artwork is

DONE AT THEIR OWN PERIL AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES AS TO THE ORIGINALITY OR AUTHENTICITY OF THE V1 ARTWORK. ANY ATTEMPT TO COMMERCIALIZE OR OTHERWISE SELL THE V1 ARTWORK WHICH RESULTS IN LITIGATION AGAINST SPACELABZ IS SUBJECT TO THE INDEMNIFICATION PROVISION OF THE TERMS AND CONDITIONS.

SpaceLabz also has no intention of ever supporting or providing a way to revert the currently supported SpaceBudz NFT artwork back to V1 artwork after the relevant token has been merged. Any reversion back to the V1 artwork, including use of any third-party resources developed to do so, is done at that user's peril.

Our intention is to notify all other marketplaces on March 16, 2023, that the currently supported SpaceBudz NFT token is the only token supported by SpaceLabz, which may result in those marketplaces delisting the V1 tokens, a disclaimer being added to the collection, or removing the verified badge from the V1 collection.

**1.3 SpaceBudz NFT Holder Rights.** As of March 16, 2023, all rights and benefits which require a SpaceBudz token shall only be available to the currently supported SpaceBudz NFT holders. This includes the right to enter token-gated sections of the SpaceBudz discord, vote in token-gated initiatives, sell your SpaceBudz on the SpaceBudz marketplace, participate in token-gated contests, receive airdrops for SpaceBudz holders, or any other SpaceBudz owner benefit which presently exists or could exist in the future. While SpaceBudz V1 will always be a part of the SpaceBudz history, the currently supported SpaceBudz NFTs are the future.

**1.4 Use of Services and Agreement of User.** By using the Services, you agree to be bound by this Agreement. You further represent and warrant that you are of the legal age of majority in your jurisdiction and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement and to abide by and comply with this Agreement.

If you don't agree to be bound by this Agreement, do not use the Services, purchase a SpaceBudz non-fungible token ("**NFT**"), or convert a SpaceBudz V1 to the supported SpaceBudz NFT.

**1.5 SpaceBudz NFT Token Standard.** Unlike the SpaceBudz V1, the supported SpaceBudz NFT token will not follow the CIP-0025 metadata standard. Instead, it follows a CIP-0068 metadata standard. This new standard will allow a whole new range of capabilities not otherwise available for CIP-0025 tokens. Note that this new standard may result in initial incompatibility with some third-party trustless lending or other protocols until those are built to function with CIP-0068 tokens.

NOTE: The SpaceBudz NFTs you purchase (both V1 and currently supported SpaceBudz NFT) are yours, and as tokens recorded on a distributed ledger those SpaceBudz NFTs are yours completely. SpaceLabz has no ability to claw back or otherwise repossess your (or anybody else's) SpaceBudz NFTs. However, failure to agree to and abide by the terms of this Agreement may result in a limitation or elimination of many of the benefits which accompany that SpaceBudz NFT including, but not limited to, the SpaceBudz Services and use of the SpaceBudz NFT within the SpaceBudz ecosystem. You should read this Agreement carefully before

purchasing any SpaceBudz NFT (from SpaceLabz directly or on the secondary market) or using the Site or SpaceBudz Services.

## **2. E-SIGNATURE AGREEMENT**

Interactions utilizing third-party wallets linked to blockchain addresses or accounts require digital signatures to authorize transactions. By using SpaceBudz Services, you agree that any electronic signature, whether digital or encrypted, that is intended to authenticate a writing shall have the same force and effect as manual signatures to the fullest extent of the law. "***Electronic signature***" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including without limitation a checkbox, facsimile, or email signature.

## **3. BLOCKCHAIN AND OTHER RELATED DISCLOSURES**

**3.1 Certification of Blockchain Knowledge.** By utilizing SpaceBudz Services, you confirm that you have good and sufficient experience and understanding of the functionality, usage, storage, transmission mechanisms, and other material characteristics of cryptographic tokens, token storage mechanisms (such as token wallets), blockchain technology, blockchain-like technology, and blockchain-based software systems to understand this Agreement and to fully appreciate the risks and implications of purchasing SpaceBudz NFTs and you are able to bear the risks thereof, including the loss of all or part of the purchase price of any SpaceBudz NFTs purchased.

Further, by utilizing these services you understand the risks associated with using a "hot wallet" to secure valuable digital assets, and users who use a "cold storage wallet" for their assets understand the proper security measures to implement regarding the use of such cold storage devices.

**3.2 Blockchain Risks.** You acknowledge that engaging in financial transactions on the blockchain has inherent risks and is susceptible to interruption. By using the SpaceBudz Services you acknowledge, agree to, and accept the following risks.

- a. **Information transmission can be disrupted.** You accept the risk that our Site could be affected by technical difficulties that impede your ability to obtain, view, or deliver information or execute transaction, including in time sensitive transactions. We do not control the public blockchains that you are interacting with.
- b. **Compromised Digital Wallets.** The digital wallet which you use to access some of the SpaceBudz Services can be accessed by anybody with access to that wallet's seed phrase or private key or anybody who is granted access to it through smart contract, even if that seed phrase, private key, or granted access is done maliciously or unintentionally. SpaceLabz is not responsible for any unauthorized access to or use of your digital wallet.
- c. **Cyberattacks may occur.** You understand that fraud and cyberattacks occur and that your data may not be completely safe on any computer system or network. However, there are certain steps that you can take to protect the safety and

security of your data and you agree to take reasonable measures to do so. Transactions on the Cardano blockchain and related layer 2 solutions are irreversible, and losses due to fraudulent or accidental transactions may not be recoverable.

- d. **Regulation.** The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. Further, while SpaceLabz believes that SpaceBudz NFTs are not securities, others may take a contrary position which may materially affect the SpaceBudz Services or the SpaceBudz NFTs. It is difficult to predict how or whether governmental authorities will regulate such technologies. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, or rules that will affect cryptographic tokens, digital assets, blockchain technology, or its applications. Such changes could limit the SpaceBudz Services or the transferability of SpaceBudz NFTs.
- e. **Third-party services disruption.** You understand and agree that the SpaceBudz Services may require the use of third-party resources which are not under the direction or control of SpaceLabz including use of the Cardano blockchain. These resources may become unavailable during times of especially high traffic, or due to potential changes of access to those third-party resources. You accept the risk that interruption or inaccuracy of third-party services may impede your ability to obtain, view, or deliver information or execute transactions, including in time-sensitive transactions.
- f. **Risk of Fraud.** Digital tokens and the holders of digital tokens are often the targets of individuals attempting to access those tokens through fraudulent or duplicitous means. The individuals perpetrating these frauds will often use QR codes, malicious links, or social engineering scams where they pose as legitimate actors such as SpaceLabz to gain access to individuals' digital wallet or the seed phrase which grants access to that digital wallet. Do not ever electronically store your seed phrase, give that seed phrase to others, or click on unknown links. Before interacting with a website or social media account, take extra care to confirm that is the official website or social media account of the intended party and not a person posing at that account/individual fraudulently. For example, there is a known scam through which bad actors have stolen digital assets by posing as the sponsor of a project and have posted social media or other links (which then install malware or compromise wallet credentials) pretending to "airdrop" new digital assets to existing holders. You should understand the common forms of fraud in the exchanges of digital assets and protect yourself against those risks.

#### **4. USER ACCOUNT AND USER REPRESENTATIONS**

**4.1 User Account.** To access portions of the Site or the SpaceBudz Services, you will be required to create a user account linked to a digital wallet ("***User Account***"). The following conditions apply to the creation of a User Account

- a. **Truthful Information.** You must provide us with truthful, accurate, complete, and current account information and keep this information up to date. If you do not, we may suspend or terminate your User Account.
- b. **Request for Information.** SpaceLabz may require you provide additional information as required by applicable laws and regulations or to investigate potential violations of this Agreement. Failure to provide that additional requested information may result in your access to SpaceBudz Services being suspended or revoked. Additionally, SpaceLabz may suspend your access to SpaceBudz Services while it gathers and processes any information requested and received.
- c. **Account Security.** To protect your User Account, you must keep your account details confidential including the seed phrase and private key of the digital wallet associated with your User Account. If you detect any unauthorized use, or if you know of or suspect a breach of security of either your User Account or any digital wallet linked to that User Account you should contact us as soon as practical.
- d. **Responsible for User Account.** You are responsible for all activities that occur under your User Account, whether or not you know about or consent to them.

You agree and understand that certain legal restrictions may impede or restrict our ability to deliver the SpaceBudz Services to you. You are solely responsible for determining whether use of the SpaceBudz Services is permitted in the jurisdiction where you live, and you shall refrain from use of the Site or SpaceBudz Services if such activity is not permitted in the jurisdiction where you live.

**4.2 User Representations.** You hereby represent, warrant, and acknowledge:

- a. **Legal Competence.** You are legally competent to form a binding contract and have reached the age of majority in your jurisdiction.
- b. **Banned List.** You are not listed on the Specially Designated Nationals (“SDN”) list maintained by the Office of Foreign Assets Control (“OFAC”) or any other similar list maintained by the United States Department of State, Department of Commerce or any other government authority or pursuant to any Executive Order of the President or any similar list in the jurisdiction in which you are located and your digital wallet address is not on any such list or controlled by a person on any such list.
- c. **Patriot Act.** You have not been previously indicted for or convicted of any Patriot Act Offense (the term “*Patriot Act Offense*” can include any criminal violation relating to terrorism or money laundering, including offenses under the Patriot Act, the Bank Secrecy Act, the Money Laundering control Act of 1986, or criminal laws against terrorism or money laundering, and may also include conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense).

- d. **Competitor.** You are not a competitor of the SpaceLabz and are not using the SpaceBudz Services for reasons that are in competition with SpaceLabz.

**4.3. Termination of User Account.** You may terminate your User Account at any time by disconnecting your wallet from the Site and SpaceBudz Services, and revoking permissions for further connection to the same. You will not receive any refunds if you terminate your User Account, or if this Agreement is otherwise terminated.

We reserve the right to suspend, cancel, or terminate your access to our Site or the SpaceBudz Services, in our sole discretion, at any time, and without prior notice with or without cause. We may suspend, cancel, or terminate your User Account if we believe you are using it for a purpose that is unauthorized, improper, illegal, or that could harm our company, our customers, or third parties. In addition, if you fail to comply with any terms and conditions of this Agreement, then your access to our Site or the SpaceBudz Services may be automatically terminated, without notice to you. You agree that we will not be liable to you or any third party for any termination of your account or access.

## **5. RIGHTS TO USE**

**5.1 Content.** The SpaceBudz Services are data-driven and our Site is full of valuable content. When you access or use our Site or accept, acquire, inquire about, purchase, or seek SpaceBudz Services, you may have access to and use of content, data, information, materials, functionality, a user interface and user experience, including, without limitation, analyses, audio-visuals, branding, code, data, formulas, graphics, images, listings, logos, music, offerings, performance metrics, programming, projections, reports, software, statements, summaries, text, tools, or works of authorship of any kind (collectively, “**Site Content**”) that have been conceived and created by (a) SpaceLabz or its affiliates or their agents or third-party contractors (“**SpaceLabz Content**”), (b) nonaffiliated third parties that license Site Content to SpaceLabz or its affiliates (“**Third Party Content**”), or (c) other users of SpaceBudz Services (“**User Content**” and, together with SpaceLabz Content and Third Party Content, “**Content**”). SpaceBudz Services also may allow you to upload Site Content to the Site (“**Your Content**”). As between you and SpaceLabz, (i) SpaceLabz Content is and shall remain SpaceLabz’s sole and exclusive property, (ii) Third Party Content is and shall remain the sole and exclusive property of the nonaffiliated third parties that license such Content to SpaceLabz, (iii) User Content is and shall remain the sole and exclusive property of the other users of SpaceBudz Services who previously uploaded such Content to the Site, and (iv) Your Content is and shall remain your sole and exclusive property. For the sake of clarity, SpaceLabz Content and Third Party Content does not include open source software.

**5.2 Right to Use.** Subject to your continued compliance with this Agreement and subject to our right to suspend or terminate your use or access as set forth in this Agreement or as may be required by applicable law or legal order, you are granted a limited, nonexclusive, nontransferable, non-sublicensable, and personal license to access and use the SpaceBudz Services, including Content and Your Content available at the Site, solely during the term of this Agreement and solely to personally and non-commercially display or interact within the SpaceBudz Services. The License Agreement relevant to the use of the SpaceBudz artwork can be found in our License Agreement, [here](#).

**5.3 Restrictions on use.** You hereby acknowledge and agree that:

- a. all Content is protected by copyright, patent, trademark, trade secret, proprietary, or other intellectual property rights and laws;
- b. you will not modify, copy, distribute, lease, loan, publish, scrape, sell, share, or incorporate into derivative works any Content, in whole or part, nor take measures to gather, mine, or extract through any means or methods the Content made available to you through the SpaceBudz Services;
- c. you will not use any meta tags or other hidden text or metadata utilizing any SpaceLabz or third-party trademark, logo, URL, or product name without our express written consent;
- d. you will not use or permit others to use Content for any commercial or other unauthorized purposes (including, without limitation, for any direct marketing or telemarketing lists or applications), and you will not use the SpaceBudz Services in a service bureau capacity or for the benefit of any third party;
- e. you do not acquire any proprietary rights, including intellectual property rights, in or to any Content;
- f. you will not use Content in any way that violates any law, statute, ordinance, or regulation, or infringes upon the copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights or rights of publicity or privacy belonging to SpaceLabz, its affiliates, or any third party.

Additionally, you will not personally nor will you allow others to:

- g. use, display, mirror or frame our Site or any individual element within SpaceBudz Services or the Site, or the name, trademark, logo or other proprietary information, or the layout and design of any page or form contained on a Site or page belonging to SpaceLabz, without our express written consent;
- h. attempt to probe, scan, or test the vulnerability of our system or network or breach any security or authentication measures (other than in accordance with a bug bounty or similar program offered by SpaceLabz);
- i. avoid, bypass, remove, deactivate, impair, de-scramble, or otherwise circumvent any technological measure implemented by us or any of our providers or other third party including another user to protect our Site, the SpaceBudz Services, or Content;
- j. send unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

- k. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the SpaceBudz Services or Content to send altered, deceptive or false source-identifying information;
- l. attempt to decipher, de-compile, disassemble or reverse engineer any of the software used on or in connection with our Site (other than in accordance with a bug bounty or similar program offered by SpaceLabz);
- m. interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus or overloading, flooding, spamming, or mail-bombing our SpaceBudz Services;
- n. access or use the SpaceBudz Services to collect from other users or store any other user's personally identifiable information without their express written permission;
- o. use the SpaceBudz Services, or any portion thereof, for any commercial purpose or for the benefit of any third party, or in any other manner, except where otherwise permitted by this Agreement;
- p. employ, operate, or create any computer program to simulate the human behavior of a user ("**Bots**") on the Site (including the use or attempted use of Bots to purchase SpaceBudz NFTs on the Site);
- q. knowingly purchase or offer for sale any SpaceBudz NFT which is stolen or otherwise taken from its rightful owner;
- r. use or attempt to use another user's account or wallet without authorization from that user; or
- s. use the SpaceBudz Services for money laundering, terrorist financing, or other illicit finance activity, to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity, to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, or any other illegally obtained items, or, unless expressly authorized in writing by SpaceLabz to carry out any financial activities subject to registration or licensing.

You acknowledge sole responsibility for, and assume all risk arising from, your use of or reliance on any Third-Party Content. We reserve the right to investigate violations of this Agreement or other conduct that affects our Site, SpaceBudz Services, our rights, or the rights of third parties. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. SpaceLabz reserves the right to immediately suspend your access to and use of the SpaceBudz Services if SpaceLabz suspects you have violated any obligations under this Agreement.

**5.4 Your Content.** By making any Your Content available through the SpaceBudz Services, you hereby grant to SpaceLabz and its affiliated companies an irrevocable, non-exclusive, transferable, sublicensable, worldwide, perpetual, royalty-free license with right to use, copy,

modify, create derivative works based upon, publicly display, publicly perform, and distribute Your Content (a) in connection with operating and providing the SpaceBudz Services, (b) for SpaceLabz and its affiliated companies' marketing and promotional purposes, and (c) in connection with any SpaceBudz NFTs displayed on other secondary sites and resources to which Your Content relates.

You are solely responsible for all Your Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in Your Content under this Agreement, and that Your Content is and will at all times throughout your use of the SpaceBudz Services remain accurate, complete, and truthful. You represent and warrant that Your Content, your use and provision of Your Content to be made available through the SpaceBudz Services, and use of Your Content by SpaceLabz, its affiliates, or other users on or through the SpaceBudz Services will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Without limiting any of your obligations set forth in Section 5, you agree not to post, upload, publish, submit, or transmit any Site Content, or use Your Content or any other Content in a manner, that: (i) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, proprietary or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages conduct that violates, any applicable law or regulation or could give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

**5.5 Right to Remove Content.** We reserve the right, but are not obligated, to monitor and to remove or disable access to any Content on the SpaceBudz Services, including Your Content, and links, at any time, for any reason, and without notice, including without limitation if we, at our sole discretion, consider any such Content (including Your Content) objectionable, potentially in violation of applicable law, or in violation of this Agreement. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) Your Content

**5.6 No Endorsements.** We do not endorse any users of our SpaceBudz Services nor do we endorse Third Party Content, User Content, Your Content, or other products or materials available through or on the SpaceBudz Services. Our Site may contain links or promotions for products and services of third parties, including companies that pay marketing or referral fees to us. Our promotion of such third-parties is intended to be a convenience to you, to introduce you to the company, and is not an endorsement of their services or products. You are never required to contact or use the services of the third parties mentioned to you by us. We disclaim any liability for any third-party information (including Third Party Content) or third-party products offered.

Third party sites will have their own terms of use, privacy policies, and security practices that are different than ours. It is your responsibility to read and understand the policies and practices of those sites before agreeing to use the site. You acknowledge sole responsibility for, and assume all risk arising from, your use of third-party sites or services.

## **6. TAXES**

You are solely responsible for determining what, if any, taxes apply to your SpaceBudz NFT related transactions, and any other transaction conducted by you. SpaceLabz is not responsible for determining the taxes that apply to your transactions entered through the Site or otherwise involving any SpaceBudz NFT, or any other related transaction, and is not to act as a withholding tax agent in any circumstances whatsoever.

## **7. CHILDREN**

The Site and the SpaceBudz Services are not intended for anyone under the age of eighteen (18) years old. We do not knowingly collect personal information from anyone under eighteen (18) years old. If you are under the age of eighteen (18) years old, do not use this Site, provide any information on this Site use any of the interactive features of this Site or the SpaceBudz Services, or provide any information about yourself to us.

## **8. OWNERSHIP**

When you purchase SpaceBudz NFTs, own the underlying NFT completely. This means that you have the right to swap your SpaceBudz NFTs, sell it, or give it away. Ownership of SpaceBudz NFTs are mediated entirely by the Cardano blockchain or related layer 2 solutions. Except as otherwise permitted by this Agreement or in cases where we determine that a SpaceBudz NFT has not been rightfully acquired from a legitimate source, at no point will we seize, freeze, or otherwise modify the ownership of any SpaceBudz NFTs.

If violate this Agreement, we may, at our sole and absolute discretion, without notice or liability to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your User Account or remove your SpaceBudz NFTs from being able to participate in or access token-gated sections of the Site or SpaceBudz Services. If we remove your SpaceBudz NFTs from being able to participate in or access other token-gated sections of the Site or SpaceBudz Services, such action will not affect your ownership rights in any SpaceBudz NFTs that you already own, but you will not receive a refund of any amounts you paid for those SpaceBudz NFTs. Additionally, marks may be placed on the image associated with the SpaceBudz NFTs noting their inability to participate in or access other token-gated sections of the Site or SpaceBudz Services, which may lower the value of those SpaceBudz NFTs.

## **9. WARRANTY DISCLAIMERS**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR (A) ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OR ACCESS TO INFORMATION OBTAINED

THROUGH THE SITE OR SPACEBUDZ SERVICES, OR YOUR DOWNLOADING OF ANY MATERIAL POSTED OR LINKED TO THE SITE OR SPACEBUDZ SERVICES, (B) ANY IDENTIFICATION, MISIDENTIFICATION, OR IMPERSONATION OF ANY USER OF THE SPACEBUDZ SERVICES, OR (C) ANY LOSS OR DAMAGE ARISING FROM OR IN ANY MANNER IN CONNECTION WITH THIS AGREEMENT.

THE SPACEBUDZ SERVICES AND CONTENT ARE PROVIDED “AS IS” AND “WHERE IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM 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. We make no warranty that the SpaceBudz Services or any Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the SpaceBudz Services.

Transactions on the Site may utilize experimental smart contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems, including governance by decentralized autonomous organization. You acknowledge and agree that such technologies are experimental, speculative, and inherently risky and may be subject to bugs, malfunctions, timing errors, hacking, and theft, or changes to the protocol rules of the Cardano blockchain (*e.g.*, “forks” and “merges”), which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your SpaceBudz NFTs, or lost opportunities to buy or sell SpaceBudz NFTs.

## **10. INDEMNIFICATION**

You will indemnify, defend, and hold harmless SpaceLabz, its affiliates and their respective officers, directors, employees, shareholders, contractors, and agents, from and against any and all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the SpaceBudz Services or any Content; (b) Your Content; (c) your violation of this Agreement or of any regulation or law in connection with the SpaceBudz Services or this Agreement; or (d) the acts or omissions of any third party related to your use of the Site, SpaceBudz Services, Your Content, or other Content..

## **11. DISPUTE RESOLUTION**

**11.1 Choice of Law.** 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 Missouri without regard to its conflict of laws provisions. Except as otherwise expressly set forth in this Section 11, the exclusive jurisdiction for all Disputes (defined below) that you and SpaceLabz are not required to arbitrate will be the state and federal courts located in St. Louis County, Missouri and you and SpaceLabz each waive any objection to jurisdiction and venue in such courts.

**11.2 Mandatory Arbitration.** You and SpaceLabz agree that any claim, controversy, or dispute arising out of or relating to this Agreement, or the breach, enforcement, interpretation,

termination, or validity of this Agreement or use of the Site, SpaceBudz Services (collectively “**Disputes**”) will be resolved solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding, except that you and SpaceLabz retain the right to: (a) bring an individual action in small claims court if it qualifies; and (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent (or enjoin) the infringement or misappropriation of a party’s patent, copyright, trademark, trade secret, or other intellectual property rights. The arbitration will be administered by the AMERICAN ARBITRATION ASSOCIATION (“**AAA**”) in accordance with the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (the “**AAA Rules**”) then in effect. A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the AAA Rules. The parties agree that the arbitrator will have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this Section 11, and will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within ten (10) days of delivery of the demand for arbitration, then either party may request that the AAA appoint the arbitrator in accordance with AAA Rules.

**11.3 Arbitration Location, Procedure, and Fees.** Unless you and SpaceLabz otherwise agree, the arbitration will be conducted in the country or state where you reside. 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. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our 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.

**11.4 Class Action Waiver.** YOU AND SPACELABZ 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 ACTION. If the parties’ Dispute is resolved through arbitration, the arbitrator shall not consolidate another person’s claims or 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 Section 11 other than the choice of law provisions shall be null and void.

**11.5 Limitation of Liability.** You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising from your use of the Site and SpaceBudz Services remains with you.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SPACELABZ OR ANY OTHER OF ITS SERVICE PROVIDERS OR THIRD-PARTIES INVOLVED IN CREATING, PRODUCING, PROMOTING, OR DELIVERING THE SITE OR SPACEBUDZ SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, MULTIPLE OF DAMAGES, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF**

**SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OR INABILITY TO USE THE SITE OR SPACEBUDZ SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SPACELABZ 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.**

**TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF SPACELABZ, ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS , TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE FEES YOU HAVE PAID SPACELABZ. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SPACELABZ AND YOU. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF DAMAGES SET FORTH ABOVE DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**

## **12. GENERAL PROVISIONS**

**12.1 Survival.** Expiration or termination of this Agreement shall not relieve the parties of any obligation that accrued before such expiration or termination. In addition to all other provisions contained in this Agreement that by their terms survive expiration or termination of this Agreement, the following provisions also shall survive expiration or termination of this Agreement: **Sections 9** through **13** (including all subparts).

**12.2 Severability.** If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court or arbitrator to be void and unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability thereof.

**12.3 Notices.** To the fullest extent of the law, any notices or other communications provided by SpaceLabz under this Agreement, including those regarding modifications, will be given to you by via email or by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

**12.4 Interpretation.** In resolving any dispute or construing any provision hereunder, there shall be no presumptions made or inferences drawn: (i) because the attorneys for one of the parties drafted the agreement; (ii) because of the drafting history of the agreement; or (iii) because of the inclusion of a provision not contained in a prior draft, or the deletion of a provision contained in a prior draft.

**12.5 Provisions Contrary to Law.** In performing this Agreement, the parties shall comply with all applicable laws and regulations. Nothing in this Agreement shall be construed so as to require the violation of any law, and wherever there is any conflict between any provision of this

Agreement and any law, the law shall prevail, but in such event the affected provision of this Agreement shall be affected only to the extent necessary to comply with applicable law.

**12.6 Entire Agreement.** This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and all prior negotiations, representations, agreements (whether oral or written) and understandings are merged into, extinguished by and completely expressed by this Agreement.

**12.7 Modifications.** We may update this Agreement from time to time in our sole discretion. If we do, we will notify you by posting a revised Agreement on this page with a revised “Last Updated” date, and we may (but are not required to) send other communications notifying you of such an update. It is important that you review this Agreement whenever we update it.

SpaceLabz may require you to provide consent to the updated Agreement in a specified manner before further use of the SpaceBudz Services is permitted. Otherwise, by continuing to use the SpaceBudz Services after we have posted an updated Agreement, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the SpaceBudz Services anymore.

Because our Services are evolving over time, we may change or discontinue all or any part of the SpaceBudz Services, at any time, at our sole discretion. If we discontinue the SpaceBudz Services you still will own any NFTs which you purchased and the Agreement terms regarding for how you may use the graphics associated with those NFTs shall remain in effect.

**12.8 Captions.** The captions in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions hereof.

### **13. QUESTIONS OR FEEDBACK**

If you have any questions about this Agreement, feedback on how to improve the Site or SpaceBudz Services, or otherwise wish to contact SpaceLabz, please submit via email at [info@spacebudz.io](mailto:info@spacebudz.io).