

# MIKESHINODA.COM TERMS OF SERVICE

Last Updated: December 12, 2023

We and our affiliates (collectively the “**Company**”, “**we**”, “**us**”, or “**our**”), provide users with the opportunity to view, obtain, and purchase non-fungible tokens (“**NFTs**”) offered by us or on our behalf (“**NFTs**”). The NFTs may be obtained through mikeshinoda.com (the “**Site**”) initially or another location that will direct back, and be subject to these Terms of Service (the “**Terms**”).

By using the Site or obtaining a NFT, you agree to these Terms. These Terms constitute a legally binding agreement between you and us and govern (1) your use of the Site, and the services provided, whether accessed through web, mobile, or otherwise, and (2) your license to, and possession of, any NFTs (whether obtained through the Site or otherwise) ((1) and (2) collectively, the “**Services**”).

**PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY INCLUDE IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. YOU AGREE TO SUBMIT ALL DISPUTES TO INDIVIDUAL MANDATORY ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

In addition, by using the Services, you: (a) acknowledge that you have read and understand these Terms; (b) represent that you are of legal age in your jurisdiction to enter into a binding agreement; and (c) accept and agree to be legally bound by these Terms. If you do not agree to these Terms, you must discontinue your access to and use of the Services. Your breach of any of these Terms immediately terminates your right to access and use the Services and all rights and licenses granted to you herein.

We reserve the right to revise these Terms from time to time without notice. When we do so, we will update the “Last Updated” date located above. You acknowledge and agree that it is your responsibility to review the Site and these Terms periodically and to be aware of any changes. Your continued use of the Services after changes to our Terms shall constitute your agreement to be bound by the modified Terms.

## 1. NFTS Generally

(a) Content Associated With Your NFT. Through the Site, you may obtain a NFT that links to and identifies unique artwork, designs, drawings, media, materials, audio, video, recordings, voices, graphics and visual effects and/or other content (“**Content**”). You acknowledge and agree that we may mint other NFTs that are similar to the Content of your NFT. Owners of NFTs obtain a Limited License to the Content as described in further detail in Section 6.

(b) Obtaining Your NFT. You may obtain a NFT through the Site, a Secondary Marketplace (if available), or through other avenues and means (including from us via airdrop). We cannot guarantee that NFTs will be available for purchase at the time you seek to purchase one. We reserve the right to modify the types, prices and number of any NFTs available at our discretion.

(c) Digital Wallets and Payment Processors. To access certain Services, including obtaining a NFT, you will need to link a compatible digital wallet to the Site and/or complete the purchase through a third-party payment processor of our choosing as directed. You acknowledge that by providing the Services, we are not acting as a wallet provider, exchange, broker-dealer, financial institution, money transmitter, payment processor, or creditor. We do not own or control any of the digital wallets that the Site may support, and our support of a specific digital wallet, or a description of how to obtain or use one, should not be interpreted as our endorsement or guarantee of the functionality of that digital wallet. Your use of the digital wallet you choose to use is at your own risk and subject to the terms and conditions of that digital wallet. You are responsible for all uses of your digital wallet, for keeping your digital wallet private key confidential and secure.

(d) Utility and Value. Certain NFTs may be used by you to acquire digital and physical goods and access experiences and content (collectively, the “**Utility**”), on the Site. Sometimes, this may require the relinquishment or burning of such NFT to access the Utility. **NFTs do not have any value in real currency, which means they are not a substitute for real currency, and they don’t earn interest.** Except as otherwise outlined in these Terms, NFTs can’t be redeemed for any other currency and the Company is not obligated to exchange your NFT for anything else of value. Utilizing a NFTs is solely for your personal entertainment and enjoyment and does not create any legally enforceable contract between you or the Company, other than as set forth herein.

## 2. THE BAZAAR AND DAILY AUCTION

(a) We offer a bazaar (“**The Bazaar**”) on the Site that sells NFTs offered by us or approved third parties. You can access The Bazaar by connecting your digital wallet. Currently, The Bazaar only accepts Tezos or a special type of NFT (“**Keys**”) that are gifted to holders of Ziggurat NFTs. You acknowledge and agree that we may change the forms of acceptable payment on the Site, including the acceptance of Keys, at our sole discretion.

(b) We may offer a daily auction (“**Daily Auction**”) for certain NFTs on The Bazaar. Unless otherwise stated, all auctions begin at 2:00pm Pacific Time and will last for 24 hours. If there is a bid during the last 10 minutes of an action, such an auction will be extended by another 10 minutes, until there are no more bids for 10 minutes.

(c) You can only bid if you have at least the amount of your bid plus the requisite amount of gas (collected by the blockchain) needed to conduct the transaction in your digital wallet at the time of the bid. When you place a bid on The Bazaar, the smart contract will automatically deduct and hold into escrow the amount of the bid from your digital wallet. If you are outbid, the funds will automatically be returned to you. If you hold the highest bid at the end of the auction, then the smart contract will automatically release the escrowed funds to us, and transfer the winning asset to your digital wallet (congratulations!).

(d) **All bids and sales are final on The Bazaar. There are no edits or retractions on the bids, and there are no refunds or exchanges on the winning bids.**

### 3. SECONDARY MARKETPLACES AND THIRD-PARTY SITES

(a) You may be permitted to sell, trade, or distribute your NFT, or you may purchase or otherwise obtain a NFT on any secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs (“**Secondary Marketplaces**”). You acknowledge that there may not be any Secondary Marketplaces that will support the NFTs. We make no guarantee about the availability or functionality of any Secondary Marketplace. If you seek to transfer your NFT via a Secondary Marketplace or obtain a NFT via a Secondary Marketplace, you may need to open an account with such Secondary Marketplace, and you may also incur gas fees or other transaction costs, which you are responsible for.

(b) You acknowledge and agree that we are not a party to any agreement or transaction relating to a NFT on any Secondary Marketplace, whether or not we receive a commission or fee as a consequence of the transaction. You acknowledge and agree that we do not own or control any Secondary Marketplaces, and our support of a specific Secondary Marketplace, or a description of how to use one, should not be interpreted as our endorsement or guarantee of that Secondary Marketplace. Your use of the Secondary Marketplace you choose to use is at your own risk and subject to the terms and conditions of that Secondary Marketplace. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces.

(c) These Terms only relate to your use of the Services, and do not relate to any other website or Internet-based services, including Secondary Marketplaces or other websites or browser extensions to which the Services may link, including to facilitate the payment for the NFTs (“**Third Party Sites**”). References or links to any Third Party Site are provided for your convenience and information only. Such links should not be interpreted as our endorsement of any Third Party Site. When you click such a link, we may not warn you that you have left our Services and are subject to the terms and conditions and privacy policies of a Third Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Sites.

### 4. ADDITIONAL BENEFITS AND ANNOUNCEMENTS

(a) We may in the future make available to you at selected times determined by us, and at our discretion, certain additional features, services, products, rewards or offers, such as Keys (“**Additional Benefits**”). You acknowledge and agree that: (i) we may never provide or offer any Additional Benefits or provide them to you; (ii) obtaining Additional Benefits may be contingent on certain criteria; (iii) you may not have the opportunity to select or choose your Additional Benefits, or any features related thereto; (iv) you may be provided with a limited timeframe in which you may be able to redeem your Additional Benefits; and (v) there may be an additional cost to obtain such Additional Benefits. You agree that to the extent Additional Benefits are made available by us, additional or different terms and conditions may apply.

(b) We may, from time to time, make certain announcements regarding your NFTs, including, but not limited to, the availability of any Additional Rights, or any other features, functions, services, or offers (“**Announcements**”). All Announcements will be made by us on either our Discord ([discord.gg/mikeshinoda](https://discord.gg/mikeshinoda)), Twitter/X (@zigguratsnft, @mikeshinoda), Instagram + Instagram Threads (@m\_shinoda), Twitch (<https://www.twitch.tv/officialmikeshinoda>), Mike Shinoda Newsletter, the Site, or Mike’s Community Phone number (<https://mycommunity.com/mikeshinoda>). You acknowledge and agree that it is your responsibility to check these mediums for all Announcements. We are not responsible for any missed opportunities related to your Additional Benefits for failure to check Announcements, nor are we liable for the availability of Discord, Twitter/X, Instagram, Instagram Threads, Community, Twitch, Mike Shinoda Newsletter or our Site.

## 5. PAYMENT, GAS FEES AND TAXES

(a) If you sell your NFT via a Secondary Marketplace, we may impose a transaction fee determined by us (“**Transaction Fee**”) which may be automatically deducted if the Secondary Marketplace permits such Transaction Fee to be collected by us. All Transaction Fees that are permitted by a Secondary Marketplace to be collected by us are applied to the final sale price of the NFT.

(b) Other than as expressly stated by us, you are solely responsible for all payments, fees, and costs, including but not limited to “gas” fees, associated with your use of the Services and your purchase of a NFT. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions on Tezos, Ethereum, or any other blockchain. You agree that when you purchase a NFT from The Bazaar, the NFT has been minted and recorded on the blockchain and you agree that thereafter you have no, and expressly waive any, right of withdrawal or other right to refund your purchase.

(c) You are solely responsible for determining and paying (or reimbursing for the payment of) all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Services (collectively, the “**Taxes**”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction, and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including gas fees) made to us pursuant to these Terms.

## 6. LIMITED LICENSE, RESTRICTIONS AND OWNERSHIP

(a) Limited License. Subject to your compliance with these Terms and your lawful acquisition and use of a NFT, we hereby grant you a non-exclusive, royalty-free, non-sublicensable, limited license, solely with respect to any NFT(s) to use, copy, and display the Content associated with

the NFT(s) solely for your personal, non-commercial use (the “**Limited License**”), with the exception of Windchime NFTs (below). You are not permitted to delete or obscure any copyright or other proprietary notices associated with the Content. This Limited License does not grant you any rights in or to the Content, or any other intellectual property rights, other than as set forth in these Terms. Any use of the Content other than as expressly authorized herein is strictly prohibited and shall immediately terminate your right to access and use the Services. Such unauthorized use may also violate applicable laws, including copyright and trademark laws and applicable communications regulations and statutes.

(b) The Limited License applies only to the extent that you continue to own the applicable NFT and to the extent you are not in breach of these Terms. If at any time you sell, trade, donate, give away, or transfer your NFT to a new owner, burn your NFT, or breach these Terms, your Limited License shall automatically terminate without the requirement of notice by us or any further action, and you will have no further rights in or to the Content associated with that NFT. If at any time you sell, trade, donate, give away, or transfer your NFT to a new owner, the new owner shall be subject to these Terms and you shall no longer own your NFT.

(c) The Limited License applies only to the NFTs on the blockchains that we, in our sole discretion, may designate, which designation shall apply retroactively. Therefore, if, for example, a fork or other event purports to result in duplicate NFT, only the NFT recorded on the blockchains designated by us will be eligible to receive the benefit of this Agreement. Any license purportedly granted hereunder to an owner of a NFT recorded on a blockchain not designated by us is void *ab initio*.

(d) Limited Exception for Windchime NFTs. Subject to your compliance with these Terms and your lawful acquisition and use of a Windchime NFT, we grant you a non-exclusive, royalty-free, non-sublicensable, limited license, solely with respect to such Windchime NFT(s) to use, copy, and display the audio portion (outputs or stems) associated with such Windchime NFT(s) for your personal or commercial use (“**Limited Windchime License**”), subject to the following conditions: (i) your derivative work is original and transformative; and (ii) your derivative work does not use any of our names, likeness, or logo marks, such as “Mike Shinoda,” “Linkin Park,” or “Fort Minor,” whether directly or indirectly. If you use such Limited Windchime License, you may (i) credit “Windchime” in descriptions of your project’s creation (e.g., “Track made with Windchime Digital Collectible”); (ii) mix or remix the audio; (iii) send portions of proceeds or royalties generated by your derivative to a Windchime public wallet (Ethereum: 0x90C694694e966666F9C95a53c68af2cbAD35aC16; Tezos: tz1SLgrDBpFWjGCnCwyNpCpQC1v8v2N8M2Ks); and (iv) publish such derivative works on Youtube, Spotify, Twitch, Discord Streaming, or similar digital service provider. For the avoidance of doubt, this Limited Windchime License only applies to the audio portion of the Windchime NFT, and does not apply to the artwork portion, which is subject to the Limited License set forth in section 6(a) above.

(d) Restrictions. You may not and will not permit any third party to, do or attempt to do any of the following without our express prior written consent in each case: (i) modify, alter and/or create derivative works of the Content (other than the Limited Windchime License); (ii) use the Content

for your and/or any other third party's commercial benefit, including in any advertising, marketing or promotion related thereto (other than the Limited Windchime License); (iii) use the Content in connection with images, videos, and/or other forms of media that depict hatred, intolerance, violence, cruelty, pornography, politics, religion or anything else that could reasonably be found to constitute hate speech or infringe upon the rights of others; (iv) use the Content in a manner that disparages or otherwise reflects unfavorably or harms us and/or our products and Services; (v) attempt to mint, tokenize, or create an additional cryptographic token representing the Content on any platform (other than the Limited Windchime License); and (vi) otherwise commercially use or exploit any Content for your or any third party's benefit, including by selling copies of any Content or selling derivative works embodying any Content (other than the Limited Windchime License).

(e) Ownership. You acknowledge that we or our licensors, as applicable, own all right, title and interest in and to the Site and Content, including any media, design, images, illustrations, animations, graphic material, proprietary information, as well as any accompanying documentation or other written materials, tangible or intangible, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of same, regardless of the medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all intellectual property rights therein (collectively the "**Company IP**"). Any limited license rights that you may have in and to the Content are limited to those expressly described in the Limited License and the Limited Windchime License. We (on behalf of ourselves and, as applicable, our licensors) reserve all other rights in and to the Company IP, including all copyrights in and to the Company IP (e.g., the right to reproduce and make copies, to prepare derivative works, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform). Any use of the Company IP in a manner not permitted by these Terms violates the intellectual property rights, and possibly other rights, of the Company. Any rights granted by the Company hereunder may be modified or rescinded in their entirety if there are changes in technology, laws and/or regulations related to the sale of NFTs that would necessitate such changes to protect the rights or property of the Company.

(f) The trademarks, service marks, trade names and logos, and any third party marks used and displayed through the Services are trademarks of Company, its licensors, affiliates or sponsors, and may not be used by you other than to factually describe your NFT when listing it for sale or distribution or for non-commercial purposes.

(g) The artwork, audio, page headers, custom graphics, button icons, style sheets and scripts that contribute to the "look and feel" of the Services are service marks, trademarks and/or trade dress of Company and may not be copied, imitated or used, in whole or in part, in connection with any product or service that is not expressly authorized by Company in writing, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Company.

(h) You agree not to circumvent, disable or otherwise interfere with security-related features of the Site that prevent or restrict use or copying of any Company IP or enforce limitations on use

of the Services or the Content. By accessing our Site, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

(i) You may choose to submit comments, bug reports, ideas or other feedback about the Site, including, without limitation, about how to improve the Services through the email address provided at the end of these Terms (collectively, “**Feedback**”). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, non-exclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

## 7. **ACKNOWLEDGMENTS AND ASSUMPTION OF RISK**

(a) You acknowledge and agree that there are risks associated with receiving, purchasing, acquiring, transferring, holding, and using your NFTs and using the Services. By receiving, purchasing, holding and using a NFT, and by using the Services, you expressly acknowledge and assume all risks including, but not limited to: forgotten passwords; inability to access or use your digital wallet for any reason; mistyped addresses or improperly constructed instructions when transmitting or receiving NFTs or any cryptocurrency; errors in the smart contracts that mint NFTs; errors in the NFTs; errors in the Site or Services; blockchain malfunctions or other technical errors; server failure or data loss; telecommunications failures; taxation of NFTs or cryptocurrencies; unanticipated risks; uninsured losses, cybersecurity attacks; weaknesses in our security; personal information disclosure; unauthorized access to applications; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the blockchain (i.e., “forks”), or other means of attack that affect, in any way, the NFTs (the foregoing, collectively, “**Site Risks**”).

(b) You acknowledge that, by using the Services, you have sufficient knowledge, sophistication, experience, and understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Terms, to appreciate the risks and implications of purchasing a NFT, and to make your own evaluation of the merits and risks of any transaction conducted via the Services or any digital asset associated with such transaction.

(c) We are not responsible if your NFT or the Content becomes inaccessible to you for any reason, if you are unable to transfer your NFT or display the Content, or for any modifications or changes to your Content including any deletion, removal, or inaccessibility on the Services or otherwise. You acknowledge and agree that we may modify, replace, or remove the Content associated with your NFT at any time if we, in our sole discretion, determine it to be necessary. You acknowledge and agree that the Content can be copied and distributed and that we cannot guarantee that additional copies of the Content associated with your NFT will not be created by others. You also acknowledge and agree that we or any third party on our behalf could make

additional copies of, and distribute, the Content and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in such Content.

(d) You also acknowledge and agree that:

(i) NFTs are collectible works, intended and offered solely for entertainment or consumptive purposes and not intended or suitable for investment, speculation, or financial gain;

(ii) The purchase or acquisition of NFTs do not entitle the owner to any equity or ownership interest in any entity, project, or endeavor;

(iii) Malicious actors may hack or exploit systems and steal NFTs or other digital assets, or attempt to impersonate owners of NFTs, counterfeit NFTs, sell replicas of original NFTs, or misuse Content associated with NFTs;

(iv) The regulatory regime governing blockchain technologies, cryptocurrencies, tokens, and NFTs is uncertain and continually evolving, and new regulations or policies may negatively impact the potential utility or value of your NFTs, or your ability to transfer or sell your NFT;

(v) The market for cryptocurrencies and NFTs is new, volatile, and unpredictable. NFTs do not have any real currency value, and we cannot guarantee that they will ever have any value beyond personal consumption and enjoyment;

(vi) We do not provide any application or other service to receive, access, view, or display your Content, and do not guarantee you will be able to do so. It is your responsibility to procure a digital wallet or other means to allow for you to access or view your Content, and to store the requisite private key(s) or other credentials necessary to access your digital wallet or other technologies. You acknowledge that the risk of acquiring a NFT from us; holding and using the NFT; and transferring your NFT to others rests entirely with you. If your private key(s) or other access credentials are lost, you may lose access to your NFT. We are not responsible for any such losses, including, but not limited to, losses arising from Secondary Marketplaces;

(vii) We make no representation that NFTs or any Services are legal or appropriate for use in any specific country or whether they may be exported from or imported into any specific country. Your purchase or ownership of a NFT complies with applicable laws and regulation in your jurisdiction or from any jurisdiction from which you may access the Site and/or Services;

(viii) The Site or Services do not store, send, or receive NFTs. Your NFTs exist only by virtue of the ownership record maintained on the blockchain. Any transfer of NFTs occurs through the blockchain, and not on the Site or Services. Upgrades to the blockchain, a hard fork in the blockchain, or a change in how transactions are confirmed on the blockchain may have unintended, adverse effects on your NFT;



(ix) There are risks associated with using digital currency, including, but not limited to, volatility, 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 digital wallet;

(x) You agree that the NFTs are not and shall not be fractionalized, or capable of use as a coupon, investment, security or other financial instrument or knowingly marketed in any other manner that would cause transactions to be governed by any applicable securities laws, including but not limited to the Securities Act of 1933, and are not convertible virtual currencies; and

(xi) Under no circumstances will the operation of all or any portion of the Services be deemed to create a relationship that includes the provision or tendering of investment advice.

(xii) You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third parties on The Bazaar and we make no claims, guarantees, or recommendations about the identity, legitimacy, functionality, or authenticity of such sellers or their NFTs (and any content associated with such NFTs) visible on The Bazaar.

## **8. DISCLAIMER OF WARRANTIES**

(a) IF YOU CHOOSE TO USE THE SITE OR SERVICES OR OWN A NFT, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE SITE, SERVICES AND NFTS ARE PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITE, SERVICES, OR ANY OF THEIR FUNCTIONS, OR THE NFTS WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITE, SERVICES, NFTS OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE, SERVICES, OR NFTs WITH REGARD TO CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, WE CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITE, SERVICES OR NFTS. WE MAY RESTRICT THE AVAILABILITY OF THE SITE, SERVICES, NFTS OR CERTAIN AREAS OR FEATURES, IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITE, SERVICES, OR NFTS. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

(b) We will not be responsible or liable to you or any other party for errors or failures to execute any transaction related to obtaining your NFT, including, without limitation, errors or failures caused by: (i) your failure to follow our instructions; (ii) any loss of connection to our Services unless caused by our gross negligence; (iii) a failure of any software or device used by you to obtain your NFT; or (iv) for any other failure to execute your NFT transaction or for errors or omissions in connection with this activity unless caused by our gross negligence.

(c) We cannot and do not guarantee the Services will be available and the Company may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, or discontinue or otherwise modify the Services and related applications, programs and services at any time and without prior notice (except as required by applicable law), and we will not be liable to you should it exercise such rights, even if your ability to display, use, merge, transfer, sell or resell donate, gift, your NFT is impacted by the change.

## **9. RELEASE**

(a) To the maximum extent permitted by applicable law, you hereby release and waive all claims against Company and its affiliates, licensors, suppliers and sponsors, and each of their respective directors, officers, agents, contractors, partners, advisors, employees, licensors, content creators, and suppliers from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorney's fees) of every kind and nature, arising out of or in any way connected with your use of the Services or obtaining a NFT.

## **10. INDEMNIFICATION**

(a) You agree to indemnify, defend and hold Company, its affiliates, licensors, suppliers and sponsors, and each of their directors, officers, employees and agents harmless from and against any loss, liability, claim, suit, demand, damages, penalty, fine, judgment, costs and expenses, including reasonable attorneys' fees, arising out of your breach of these Terms; your violation of laws, rules or regulations; your violation of any intellectual property right or other rights of another party; or your misuse of the Services. The foregoing defense and indemnification obligation will survive these Terms and your use of the Services. You acknowledge and agree that the Company may, at its option, control the defense or settlement of any such claims.

## **11. LIMITATION OF LIABILITY**

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT WILL WE BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WHERE RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, OR DAMAGES FOR BUSINESS INTERRUPTION); AND (II) ANY DAMAGES, INCLUDING ANY ATTORNEYS FEES, ARISING FROM ANY SITE RISKS, ARISING OUT OF OR IN ANY WAY RELATED TO OBTAINING, OR THE SALE OR USE OF, THE NFTS OR CRYPTOCURRENCIES

OR OTHERWISE RELATED TO THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

## **12. USER CONDUCT**

(a) By using the Services, you agree not to: (i) use the Services for unlawful purposes or in violation of any applicable law; (ii) infringe any of Company's intellectual property rights in the Services; (iii) upload viruses or other malicious code to the Services; (iv) interfere with, or compromise the operations, system integrity or security of the Services; (v) conduct automated queries through the Site or engage in other activities for the purpose of obtaining data or other information from the Services; (vi) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or (vii) use or attempt to use another user's account without authorization from such user.

(b) Users who violate systems or network security may incur criminal or civil liability. You agree that we may at any time, and at our sole discretion, terminate your access to the Site or Services without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **13. ARBITRATION/DISPUTE RESOLUTION TERMS FOR U.S. RESIDENTS**

(a) Resolution of Any Dispute. In the event a dispute arises between you and us ("**Dispute**"), we want to provide you with an efficient, neutral and cost-effective means of resolving the Dispute. Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting us at the notice information set forth below. If, however, the Dispute cannot be resolved by the personnel directly involved, the parties shall first attempt in good faith to resolve the Dispute promptly by negotiation between duly appointed executive officers or other representatives of such parties, with full authority to negotiate and settle the Dispute. If a Dispute has not been resolved by negotiations within 90 days as provided hereinabove, such Dispute shall be submitted exclusively to the American Arbitration Association (AAA) to be heard under their Consumer Arbitration Rules. If for any reason, AAA is unable or unwilling to conduct the arbitration consistent with these terms, you and we will pick another arbitrator pursuant to 9 U.S. Code § 5.

(b) Mandatory (Individual) Arbitration. You agree that any Dispute between us shall be resolved exclusively in individual (non-class) arbitration. The parties intend to be bound to the Federal Arbitration Act, 9 U.S.C. § 1 et seq. An arbitration means there will be no jury, and no judge.

(c) Scope of Arbitration. The arbitrator shall exclusively determine all issues as to the Dispute, applying these Terms. The arbitrator shall also determine any question as to whether any Dispute

or issue is subject to arbitration. The arbitrator shall not have the power to hear any Dispute as a class action, mass action, or representative action. The arbitrator shall not have any power to issue relief to anyone but you or us.

(d) Exception to Arbitration (Small Claims Court). Disputes that can be fully resolved in small claims court need not be submitted to arbitration.

(e) Choice of Venue. You agree that any Disputes shall be heard exclusively in Los Angeles County unless otherwise agreed to by the Parties or determined by the arbitrator. You consent to jurisdiction in Los Angeles County for all purposes.

(f) Jury Trial Waiver. YOU AND THE COMPANY EACH VOLUNTARILY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO A TRIAL BY JURY IN RESOLVING ANY DISPUTE BETWEEN YOU AND US ARISING OUT OF THESE TERMS OR THE SERVICES.

(g) Class Action Waiver. You agree that any Dispute between you and us shall be resolved in an individual action. Under no circumstances will you file, seek, or participate in a class action, mass action, or representative action in connection with a Dispute.

(h) Remedies Available in Arbitration. The arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorney's fees and costs, in accordance with the law(s) that applies to the case, except injunctive relief.

(i) Injunctive Relief. The arbitrator may not issue any injunction. If either party in a Dispute seeks injunctive relief, the arbitrator will complete arbitration of the Dispute, issue an award of monetary compensation (if any), and then the party seeking injunctive relief may file a new action in state or federal court in Los Angeles County, solely for injunctive relief. The findings of fact and conclusions of law of the arbitrator shall not be submitted as evidence or constitute precedent in this subsequent suit.

#### **14. MISCELLANEOUS**

(a) Notices. Notices to you may be made via posting to the Site, by email, or by regular mail, at our sole discretion. Notices to us should be made by email at support@mikeshinoda.com.

(b) Third Party Beneficiaries. You agree that there are no third party beneficiaries to these Terms.

(c) Entire Agreement. These Terms constitute the complete understanding and agreement of you and us with respect to the Services and supersedes any and all prior or contemporaneous written or oral agreements between you and us with respect to the Services.

(d) Termination. In addition to the termination rights as set forth in these Terms, we reserve the right, in our sole and exclusive discretion, to refuse, suspend, restrict or terminate your access to the Services, or any portion thereof, without notice and for any reason or no reason. You acknowledge that we have the right, but not the obligation, to suspend or terminate your access

to all or part of the Services: at the request of law enforcement or other government agencies; if the Services are discontinued or materially modified; and upon the occurrence of any technical or security issues or problems.

(e) No Waiver. No right or term of these Terms will be deemed waived, and no breach of these Terms excused, unless the waiver or consent is in writing and signed by you and us.

(f) Severability. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

(g) Assignment. We will have the unrestricted right to assign these Terms and to assign, subcontract, license and sublicense any or all of its rights and obligations hereunder. These Terms are personal to you and shall not be assigned or transferred by you. Any other attempt by you to assign, sub-license, or transfer your rights and any licenses granted hereunder under these Terms shall be null and void.

(h) Force Majeure. We will not be responsible for any failure to fulfill any obligation due to any cause beyond our control. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of Services available through our Site or otherwise arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

(i) Governing Law. These Terms and your use of the Site are governed by the laws of the State of California without regard to its choice of law provisions. However, any determination as to whether a Dispute is subject to arbitration, or as to the conduct of the arbitration, shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

#### **MIKE SHINODA TERMS OF SERVICE**

**Attn: Support**

**1880 Century Park East, #1600**

**Los Angeles, CA 90067**

**support@mikeshinoda.com**