



## TERMS OF SALE

Last Modified: June 30, 2021

These Terms of Sale, which are incorporated into and a part of the Terms of Service, govern all sales and purchases of NFTs via the Site (the "Terms of Sale"). Capitalized terms used but not defined herein shall have the meanings given to them in the Terms of Service. Please read these Terms of Sale carefully before selling or purchasing any NFTs via the Site

## 1. SELLERS

**Copyright Ownership.** You represent and warrant that you are the sole owner of, including all copyrights in and to, the digital asset, to be linked to or associated with the applicable NFT, including the underlying material (i.e., artwork, text, music, game, video, computer code, digitized version, etc.) from which the digital asset was created, or which the digital asset embodies, reproduces, relates to or is derived from, in whole or in part (collectively, with all such underlying material, the "Linked Digital Asset"). Additionally, you represent and warrant that you are the sole owner of, including all copyrights in and to, the applicable NFT, if any, linked with the Linked Digital Asset. Displaying, copying, modifying, distributing or creating derivative works of a third-party work (including an NFT) without the prior written consent of the copyright owner, including the creation of a digital file or digital copy, uploading of an unauthorized digital file, or any derivative work of any of the foregoing, is copyright infringement.

**Right of Publicity.** You represent and warrant that, if not your own likeness, you have the written consent of any identifiable person appearing in the Linked Digital Asset from which the applicable NFT was created to use their name or likeness in such NFT. The use of any third party's name or likeness for commercial purposes without their written consent may violate their right of publicity.

.

**Third-Party Trademarks.** You represent and warrant that no third-party trademarks are incorporated into the Linked Digital Asset or your NFT that could cause a likelihood of confusion on the part of the general public as to the source of origin of the Linked Digital Asset or NFT or any association, affiliation or sponsorship between the trademark owner, you or Philia. Causing a likelihood of confusion on the part of the general public as to the source of origin of a good or service or any association, affiliation or sponsorship when none exists, violates the trademark owner's rights.

**Disclaimers.** You acknowledge and agree that we are a passive conduit providing a platform for third parties to sell and buy NFTs. We do not represent either the seller or the buyer in any transaction and are not responsible for your actions or the seller's or buyer's actions. We are not responsible for any misconduct by the seller or buyer, including, without limitation, non-payment, breach of representations or warranties, licenses and/or copyright infringement. Any disputes between the buyer and seller shall be their sole responsibility to resolve and they shall not make us a party to any dispute. If we are named as a party to any lawsuit or arbitration in connection with any such dispute, the party naming us a party shall be responsible for reimbursement of all of our internal and external costs, damages and expenses (including attorneys' fees) arising from or related to such naming. You agree we are not liable to you for any damages, cost or expenses resulting from any disputes between the buyer and the seller.

**Taxes.** You agree that you are solely responsible for determining what, if any, taxes apply to your sale/purchase transactions and to withhold, collect, report and remit the correct amounts of taxes to the appropriate taxing authorities (i.e. sales/use tax, VAT, duties, tariffs, etc.). The use of crypto currencies in the purchase of an NFT may trigger income tax obligations for you. If there are any, their nature, payment and liabilities are yours alone to determine and pay.

**Copyright Management Information.** You represent and warrant that you have not removed or bypassed any anti-circumvention devices/protections, removed or obscured any copyright management information from the Linked Digital Asset or any part thereof in creating or displaying the NFT.

**Ownership.** You represent and warrant that you are the sole owner of the Linked Digital Asset and the NFT being offered for sale and no third party has any claim to such Linked Digital Asset or NFT, nor does the consent of any third-party need be obtained to offer the NFT for sale or subsequent resale(s) as linked to the Linked Digital Asset.

**Inappropriate Material.** You represent and warrant that the Linked Digital Asset and the NFT does not contain information or material that is malicious, libelous, false, inaccurate, abusive, threatening, obscene, defamatory, libelous or racially, sexually, religiously or otherwise objectionable or offensive.

**Moral Rights.** You represent and warrant that no "moral rights" are being violated by the creation and/or sale of the NFT and associated Linked Digital Asset. You hereby irrevocably waive your moral rights to the extent permitted by applicable law as necessary for us to operate the Site and conduct the Services including as provided for and consistent with the Seller's License below. Various countries have "moral rights" or "droit moral" protecting the integrity of an image or the creating artist's reputation and paternity rights.

**Exceptions.** If any of these representations are not accurate and you believe that nevertheless you have the right to create and sell the NFT, you agree to notify us in writing, in advance of posting or any attempting any transaction on the Site, of your reasons and we will review your request and in our sole discretion determine if you may sell the NFT on our Site. You will not post or offer any NFT or Linked Digital Asset for sale that does not comply with our Terms of Service and these Terms of Sale without our prior written consent.

.

**Proof of Provenance.** We have the right to require you to provide us with written documentation (i.e., proof of provenance ("POP")) to support the representations and warranties made above. Upon our request, you agree to provide us with such written documentation

**Seller's License.** You grant us a perpetual, worldwide, exclusive, irrevocable, transferable, royalty-free license to the Linked Digital Asset and any associated materials or content provided to us in connection with the Linked Digital Asset to publicly display, copy, distribute and create derivatives of it solely for the purpose of creating and selling the NFT and for displaying or promoting the sale of the NFT on our Site and for advertising of our Site and Services, unless other rights are separately Philia and you. In the case of an NFT owned by you, you hereby grant us a perpetual, worldwide, exclusive, irrevocable, transferable, royalty-free license to the NFT to distribute it solely for the purpose of displaying, promoting and selling it in connection with the Linked Digital Asset on our Site and for advertising of our Site and Services. All other rights in and to the Linked Digital Asset are reserved to you.

**Exclusive Agency.** You agree that while your NFT and associated Linked Digital Asset is being offered on our Site you will not offer it on any other site. You agree that once you have posted the NFT and associated Linked Digital Asset or otherwise made it available for sale on our Site, you will not withdraw it for any reason. Withdrawal or posting on another site will result in you owing us an amount equal to the commission Philia would have received had the NFT been sold on our Site, plus any and all costs and expenses (including reasonable attorney fees) incurred by us related thereto. In the event of such withdrawal or posting, you shall promptly pay such amounts to us.



**All Sales are Final. ALL SALES ARE FINAL.**

**Payment Processing.** You acknowledge that the payment processing services for an NFT purchased on the Site are provided by third party payment processors or digital wallets such as MetaMask. We have no responsibility or liability for such third-party payment processors or digital wallets and any applicable complaints, claims, concerns, or questions should be directed to the applicable payment processor or digital wallet.

**Unclaimed Property.** If Philia is holding funds in your account and has no record of your use of the Service for several years, we may be required, upon passage of applicable time periods, to report these funds as unclaimed property in accordance with the abandoned property and escheat laws. If this occurs, we will use reasonable efforts to give you written notice. If you fail to respond within seven (7) business days or as required by law, we may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or administrative fee from such unclaimed funds, as permitted by applicable law

Display. You acknowledge and agree that we have the complete unfettered right to determine the layout and design of our Site and any auction including, without limitation, the manner in which your NFT will be displayed.

## 2. BUYERS

Purchases. When you buy an NFT on the Site, you will own the NFT and have the right to sell or trade it, subject to any terms applicable to such sale or trade.

Buyer's License. While you own the NFT to which it is linked, you will have a worldwide, perpetual, exclusive, transferable license to publicly display the Linked Digital Asset as a whole for your own personal, non-commercial purposes but only in connection with and linked to the associated NFT, or such other rights separately negotiated in a written agreement that is signed by Philia and you. You will have no other rights in and to the Linked Digital Asset, including no rights to copy, prepare derivative works of or distribute the Linked Digital Asset in any way in whole or in part. You further acknowledge and agree that purchasing an NFT does not convey any right to any physical embodiment of the Linked Digital Asset, any underlying materials in or to such Linked Digital Asset or any intellectual property rights in any of the foregoing, including copyrights, trademark rights or rights of publicity (e.g., name and/or likeness of the artist or anyone appearing in the Linked Digital Asset).

**Limitations.** You agree that you may not download the Linked Digital Asset linked to or associated with the NFT. You agree that you may not remove any anti-circumvention devices associated with the Linked Digital Asset or NFT. You agree not to copy or modify the Linked Digital Asset or NFT. You will not remove any watermark, or copyright management information such as the name of the artist, copyright owner, copyright notice, watermarks or other proprietary notices of the Linked Digital Asset or NFT.

You further agree that terms, conditions and limitations regarding the NFT and associated Linked Digital Asset, including its future use, disposition and sharing of related revenues, may be incorporated in a "smart contract" or other associated agreement and agree to abide by those terms, conditions and limitations.

**KYC Requirements.** In order to make certain bids and purchases, we have the right to require you to satisfy our applicable cryptocurrency and fiat KYC requirements, including the right to require you to provide us or our KYC processors (e.g., [ambergroup.io](https://www.ambergroup.io)) with information and documentation to satisfy such requirements. In the event we forward your information and documentation to a third party KYC processor, such actions shall be completed with and subject to their terms.

We are not responsible for any acts or omissions by any third party providers to our Site or Services, including any KYC processors.

**Disclaimers.** the NFT and Linked Digital Asset that you are obtaining has been provided by the seller after The Seller HAS agreed to the representations and warranties in Section 1 above as part of these Terms of Sale. none of Philia or its affiliates is making any representation or warranty of any kind (whether express or implied) with respect to the NFT or associated Linked Digital Asset.



**All Sales are Final. ALL SALES ARE FINAL.**

**Payment Processing.** You acknowledge that the payment processing services for an NFT purchased on the Site are provided by third party payment processors or digital wallets such as MetaMask. We have no responsibility or liability for such third-party payment processors or digital wallets and any applicable complaints, claims, concerns, or questions should be directed to the applicable payment processor or digital wallet.

**Unclaimed Property.** If Philia is holding funds in your account and has no record of your use of the Service for several years, we may be required, upon passage of applicable time periods, to report these funds as unclaimed property in accordance with the abandoned property and escheat laws. If this occurs, we will use reasonable efforts to give you written notice. If you fail to respond within seven (7) business days or as required by law, we may be required to deliver any such funds to the applicable state or jurisdiction as unclaimed property. We reserve the right to deduct a dormancy fee or administrative fee from such unclaimed funds, as permitted by applicable law

Accordingly, You hereby acknowledge and agree that as between you and Philia and its affiliates, and their directors, officers, shareholders, members, employees and agents, you are obtaining the NFT and linked Digital asset "as is" and on an "as available" basis. We are specifically disclaiming all implied warranties as to the NFTs and associated Linked Digital Assets you obtain on our Site, including any implied warranties as to title, merchantability or fitness for purpose. We do not represent or warrant that any NFT or associated Linked Digital Asset is free of claims or owned by the applicable seller. Nor do we represent or warrant that the applicable seller has the right to sell the NFT, nor that the Site is reliable, error free, free of defects, will meet your need or that any defects can or will be corrected. You acknowledge and agree that we do not grant any copyrights or intellectual property rights to you in the NFT and the Linked Digital Asset. Rather, all rights in and to the NFT and Linked Digital Asset that you are receiving are provided by the applicable Seller who has agreed TO Section 1 above as part of these Terms of Sale.

**Risks.** You understand and agree that there are risks related to purchasing and owning or selling NFTs. You expressly acknowledge and assume all risks for the purchase by you of any NFTs.

You represent that you have an understanding of the functionality, usage, storage, transmission mechanisms of token storage mechanisms, block chain technology and blockchain-based software sufficient for you to understand the nature and risk associated with these transactions and the preservation of NFTs.

You further understand that an NFT can be destroyed after you purchase it ("Burning") and cancelled from the blockchain. You agree that we have no liability to you if an NFT is Burned or otherwise inaccessible or not resalable.

### 3. TRANSACTION AND AUCTION TERMS

**Costs of Using the Site.** The Site is currently free to use for all users. However, all transaction fees associated with your blockchain interactions (e.g., "gas fees") are paid by you. On all successful sales of NFTs, TR Lab takes a 10% commission (unless otherwise stated at the time of sale), such commission to be deducted from the sale proceeds.

**Types of Sales.** Sales of NFTs via the Site may be offered at a fixed price or done via auction (subject to certain auction terms applicable to such sale). Sales may be subject to minimum sales prices and subject to minimum bid amounts. Certain sales may provide for payment in fiat currency, Ether, and/or both. NFTs offered on the Site are offered subject to availability.

**Prices.** All prices posted on the Site, auction terms, and/or the cancellation of any auction, are subject to change without notice. We strive to display accurate price information; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time, and to cancel any bids and/or purchases arising from such occurrences or otherwise.

**Deposits.** We may require you to submit deposits (either to our fiat or Ether account, as applicable) in connection with your bids and/or purchases on the Site. In the event of an unsuccessful bid and/or purchase, such deposit shall be returned to you. In the event of a successful bid and/or purchase, such deposit shall be credited against the purchase price of the applicable NFT.

**Payment Terms.** Terms of payment are within our sole discretion. Bids and purchases can be made via credit card or using Ether via the MetaMask digital wallet. By entering into any transaction on the Site, you represent, warrant and covenant that all information you provide is true, correct, and complete (including, without limitation, your credit card information, billing address and/or wallet address); that any transactions submitted by you are authorized; that charges incurred by you will be honored by your credit card company or by your wallet address; that you will pay charges incurred by you at the posted prices, including all applicable taxes and blockchain transaction fees, if any, regardless of the amount quoted on the Site at the time of your purchase; and that you are the legal holder of any credit card or payment account or digital wallet used to enter into any transaction on the Site.

If, in our sole discretion, we determine that: (i) your means of payment is not valid, (ii) a transaction is not authorized, (iii) your means of payment cannot be processed or verified at the time of any charge, (iv) you have otherwise used the Site to enter into an improper transaction, or (v) you have not provided appropriate POP or financial disclosure documentation, we reserve the right to immediately terminate any pending transactions, suspend your access to the Site, and terminate all of our obligations hereunder.

Termination. We have the right to remove any material posted to our Site and to terminate any sale or auction in our sole discretion for any reason, including, without limitation, if we believe it is questionable, have concerns as to the authenticity of the NFT or your right to sell the NFT, or if the sale of the NFT may be illegal, in violation of any federal, state, local or governmental law or regulation, can lead to potential legal liability for us, you or the seller and/or buyer, or if we feel that providing a platform for the NFT's sale may in any way be detrimental to us or our reputation. You agree we are not liable to you for any damages, cost or expenses resulting from the cancelation of the sale of the NFT for any reason.

#### 4. QUESTIONS

If you have any questions or comments regarding these Terms of Sale, please feel free to contact us by e-mail at [philiatales@gmail.com](mailto:philiatales@gmail.com).