**TERMS OF USE**

SAGE WEB3 INC. (“SAGE”, “we”, “us”, “our”) provides services as described below (the “Services”) to you (“you” or “User”) through its website subject to the following Terms of Use.

**Services**

SAGE provides a platform for Users, including Artists and Collectors, to mint, publish, sell, and purchase artwork, in the form of non-fungible tokens (“NFTs”) that use blockchain based smart contracts.

The services currently include the following available to you: connecting to SAGE; creating a user account; utilizing the Artist feature set; uploading, buying or selling NFTs; entering Auctions, Drawings or other NFT related mechanisms; utilizing the News features, posting, following or liking social content; redeeming crypto assets or refunds; checking your platform activity; utilizing User Profile functionality; interacting with DAO mechanisms; entering or interacting with Web2 content; and applying to the platform. Upcoming services will include: entering or interacting with metaverse; entering or interacting with Web3 Games; entering or interacting with DeFi protocols; entering or interacting with DAO governance; entering or interacting with other Web3 Dapps; interacting the SAGE leaderboards for Collectors or Artists; interacting with SAGE in any social media manner.

**User Accounts**

In order to use the Services, you need to create and maintain a User Account. When you create a User Account, you will also create a User Profile. We will ask you for some information about yourself to complete the User Profile. We may require you, in our sole discretion, to provide additional information and/or documents. If you do not provide complete and accurate information and/or documents in response to such a request, we may refuse to provide you with the Services. Approved Artists may also create an Artist Profile, by which you will provide information that you would like to be made public. We reserve the right, in our sole discretion, to revoke your access if you violate the terms of these Terms of Use.

Your User Account is subject to the following conditions:

* You may only open one User Account. If we have a reasonable suspicion that you have opened multiple User Accounts, we reserve the right to take whatever action we deem appropriate, including but not limited to closing and/or freezing some or all of your User Accounts.
* You understand and agree that access to your User Account is limited solely to you. You agree that you will not sell, rent, lease, or grant access to your User Account to any person without our prior written permission.
* You understand and agree that you are solely responsible for maintaining the security of your User Account and control over any user names, passwords, crypto wallets, or any other codes that you use to access the Services. Any unauthorized access to your User Account by third parties could result in loss or theft. You understand and agree that you will not hold SAGE responsible for managing and maintaining the security of your User Account. You further understand and agree that we are not responsible (and you will not hold us responsible) for any unauthorized access to or use of your User Account. You are responsible for monitoring your User Account. If you notice any unauthorized or suspicious activity in your User Account, you agree to immediately notify us and to provide all relevant details.
* You understand and agree that you must be at least 18 years old to register for a User Account. If you are 13 or older but under the age of 18, or the legal age of majority where you reside if that jurisdiction has an older age of majority, then you agree to review these terms with your parent or guardian to make sure that both you and your parent or guardian understand and agree to these terms. You agree to have your parent or guardian review and accept these terms on your behalf. If you are a parent or guardian agreeing to the terms for the benefit of a child over 13, then you agree to and accept full responsibility for that child's use of the platform, including all financial charges and legal liability that he or she may incur.
* You understand and agree that we will communicate with you via electronic means. To ensure that you receive all of our communications, you agree to keep your email address current and notify us if there are any changes. You agree that any notices, agreements, disclosures, or other communications delivered to your email address on record is considered valid.
* You understand and agree that SAGE has the right to immediately suspend your User Account, pause or cancel your access to the Services, or close your User Account if we suspect, in our sole discretion, that (1) your User Account is being used for money laundering or any illegal activity; (2) you have concealed or provided false identification information or other details; (3) you have engaged in fraudulent activity; (4) you have acquired artwork using inappropriate methods (including but not limited to using stolen funds or payments methods, or attempting to chargeback your payment while retaining or disposing of artwork); (5) you are using, employing, or operating bots or other forms of automation and/or multiple accounts to engage in any activity on SAGE’s website; or (6) you have otherwise acted in violation of these Terms of Use.
* Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your User Account, and you further acknowledge and agree that all rights in and to your User Account are and shall forever be owned by and inure to the benefit of SAGE.

**Rules of Use**

Your use of the Services is subject to the following conditions:

* **Y**ou agree not to engage, or assist, in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), or that involves proceeds of any unlawful activity, or that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism.
* You agree not to engage in any activity that poses a threat to SAGE, for example by distributing a virus or other harmful code, or through unauthorized access to the website or other users’ accounts.
* You agree not to (1) interfere with other users’ access to or use of the Services; (2) use or attempt to use another user's account without authorization from such user and SAGE; (3) interfere with or disrupt the Services or servers or networks associated with the Services in any manner that could negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner; or (4) disobey any requirements, procedures, policies or regulations of networks associated with the Services.
* You agree not to engage in any activity which operates to defraud SAGE, other users, or any other person; or to provide any false, inaccurate, or misleading information to SAGE; or to create or list counterfeit items or assets; or to impersonate any person or entity; or falsely state or otherwise misrepresent your affiliation with a person or entity; or create user accounts by automated means or under false or fraudulent pretenses.
* You agree not to (1) engage in transactions involving items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the law; (2) use SAGE Content without express written consent from SAGE; (3) engage in any action that implies an untrue endorsement or affiliation with SAGE; or (4) email, upload, or otherwise distribute any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to do so under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person or entity; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable (including any sexual depictions of minors); or (vii) in the sole judgment of SAGE, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose SAGE or its users to any harm or liability of any type.
* You agree not to communicate with other users for purposes of (1) engaging in deceptive or manipulative trading activities in any way, including bidding on your own items, preventing bidding, placing misleading bids or offers, or using the Services to conceal economic activity; (2) sending unsolicited advertising or promotions, requests for donations, or spam; (3) soliciting personal information from anyone under the age of 18; (4) engaging in hate speech or harassing or abusing other users; (5) defaming, extorting, threatening, or otherwise violating the legal rights of others; or (6) interfering with transactions of other users. You agree not to use data collected from the website to contact individuals, companies, or other persons or entities outside the website for any purpose, including but not limited to marketing activity.
* You agree that SAGE is not responsible for determining the withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto (“Taxes”), that apply to your transactions. You agree that you are solely responsible for determining what, if any, Taxes apply to your transactions and to withhold, collect, report and remit the correct amounts of Taxes to the appropriate taxing authorities.
* You are hereby granted a limited, non-exclusive, non-transferable, revocable license to create a text hyperlink to the SAGE website for noncommercial purposes, provided that such link does not portray SAGE, our affiliates, or the Services in a false, misleading, derogatory, or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal materials, or other materials that is offensive, harassing, or otherwise objectionable.
* You agree not to (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any Art Content without the written permission of the Artist; (2) modify or create derivative works from the website, Art Content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the website or Art Content; (4) download any portion of the Website other than for purposes of page caching, except as expressly permitted by us; (5) harvest or collect email addresses or other contact information of other users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; (6) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; or (7) access or use the website for the purpose of creating a product or service that is competitive with any of our Services.

**Intellectual Property Rights**

You understand and agree that you are responsible for any content you submit or contribute, and you, not SAGE, have full responsibility for such content, including its non-infringement of third party rights, legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content, accuracy, or appropriateness of any content posted by you or any other user. You understand and acknowledge that any content that violates any of SAGE’s policies may be obfuscated or deleted by SAGE, in our sole discretion.

Although we are not required to monitor any content, we may, in our sole discretion, remove content at any time and for any reason without notice. SAGE may monitor content to detect and prevent fraudulent activity or violation of SAGE’s Terms of Use.

The Artist owns all legal right, title, and interest in all intellectual property rights of the content underlying the digital artwork minted through use of the Services (“Art Content”), including but not limited to copyrights and trademarks in the Art Content, unless the Artist expressly transfers any such right, title or interest to a third party. As the copyright owner, the Artist has the right to reproduce, prepare derivatives of, distribute, and display or perform the Art Content, and the right to prevent others from doing the same. A buyer receives a cryptographic token representing the Artist’s Art Content as a piece of property, but does not own the Art Content itself or any intellectual property rights therein. The buyer does not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Art Content, except for a limited, worldwide, non-assignable and non-transferable (except as described herein), non-sublicensable, royalty-free license to display the Art Content solely for the buyer’s non-commercial purposes, including the right to display such Art Content privately or publicly. Upon any sale or transfer of the Art Content to another buyer, the foregoing license will automatically transfer to such other buyer, and such other buyer will be deemed the “buyer” and will be subject to these Terms of Use, and the seller or transferor will cease to have any further rights to such Art Content.

The Artist hereby acknowledges, understands, and agrees that selling such digital artwork constitutes an express representation, warranty, and covenant that the Artist (a) has not sold, tokenized or created another cryptographic token from that Art Content, (b) will not, and will not cause another to, sell, tokenize, or create another cryptographic token, in each case representing a digital collectible for the same Art Content, and (c) will not make any erroneous or misleading statements regarding any content (including in connection with any sales thereof).

Artist expressly represents and warrants that its Art Content contains only original content otherwise authorized for use by the Artist, and does not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by the Artist, not authorized for use by the Artist, not in the public domain, or otherwise without a valid claim of fair use. The Artist further represents and warrants that it has permission to incorporate the unoriginal content, to the extent such permission is legally required.

By providing any Art Content to SAGE, you grant us and our affiliates and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, retransmit, publish, broadcast, and otherwise disclose to third parties any such material for the purpose of providing you with the Services. You further grant SAGE the right to use your name and image for marketing or promotional purposes. You further agree that we may use or modify images from your Art Content for marketing or promotional purposes.

The SAGE name and logos are trademarks and service marks of SAGE WEB3 INC. Nothing in these Terms of Use should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of SAGE’s logos or trademarks without our prior written permission in each instance. All goodwill generated from the use of our logos and trademarks will inure to our exclusive benefit. Apart from the SAGE logos and trademarks, and any content provided by users, all other trademarks, product names, and logos on the website are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable trademark holder.

SAGE has the right to remove or refuse to post any user content (a) for any or no reason in our sole discretion; (b) take any action with respect to any user content that we deem necessary or appropriate in our sole discretion, including if we believe that such user content violates the Terms of Use, infringes any intellectual property right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for SAGE; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and (e) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services.

YOU WAIVE AND HOLD HARMLESS SAGE AND ITS AFFILIATES, LICENSORS, LICENSEES, AND SERVICE PROVIDERS, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

You understand and agree that SAGE has the right to terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Use.

**Copyright Policy**

SAGE respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify SAGE of your infringement claim by contacting SAGE’s Copyright Agent at ip@sage.art. SAGE will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement.

Your notice to SAGE’s Copyright Agent must include the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the website of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

If a valid notice of infringement is received by SAGE’s Copyright Agent, SAGE may remove the allegedly infringing content or disable access to it.

If you are the target of an allegation of infringement made to SAGE, but you believe that your use is not infringing, you may file a counter-notice with SAGE’s Copyright Agent. Your counter-notice to SAGE’s Copyright Agent must include the following information: (1) your physical or electronic signature; (2) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; (4) your name, address, telephone number, and email address; and (5) a statement that you consent to the jurisdiction of the federal court located within the State of Maine and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a valid counter-notice is received by SAGE’s Copyright Agent, SAGE will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

SAGE’s policy is to suspend or terminate the account of repeat infringers. SAGE’s response may depend on relevant aggravating or mitigating circumstances, but generally we will terminate a User Account if it is the subject of three valid infringement notices.

SAGE will not be held liable to any user for removing allegedly infringing works or otherwise fulfilling its legal obligations under the DMCA. All Users expressly agree to cooperate and timely respond to SAGE’s investigations, requests, and inquiries related to DMCA disputes or allegations of infringement. Any person who knowingly materially misrepresents that content or an activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us and possibly others for any damages, including costs and attorneys’ fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it.

**Representations and Warrantees**

You represent and warrant that (1) you own or have the rights to all of the content that you post to the Services; (2) your content does not violate these Terms of Use; (3) you have acquired and will retain any third-party rights, licenses, authorizations, consents, permissions and approvals relating to your content and required for SAGE to exercise the license granted to it hereunder; (4) your content does not incorporate any artwork that is stolen or reproduced and is not designed such that it will create confusion due to its similarity with existing projects; (5) your content is free of any hate or harmful speech, as determined by SAGE in its sole discretion; (6) you will comply with all applicable laws, regulations and industry standards when posting your content; and (7) you have full right, power and authority to enter into this agreement on behalf of yourself or the entity that you represent.

YOU FURTHER REPRESENT AND WARRANT THAT YOU UNDERSTAND AND ARE WILLING TO ACCEPT THE RISKS ASSOCIATED WITH CRYPTOGRAPHIC SYSTEMS SUCH AS THE SMART CONTRACTS, THE BLOCKCHAIN, NON-FUNGIBLE TOKENS, AND THE INTERPLANETARY FILE SYSTEM.

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU AGREE THAT SAGE WILL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU IF (A) YOU ARE UNABLE TO LOCATE OR USE YOUR CREDENTIALS OR CRYPTO WALLET(S), (B) YOUR RIGHTS TO ANY DIGITAL ARTWORK OR ART CONTENT ARE TERMINATED, OR (C) ANY THIRD PARTY MAKES ANY CLAIM AGAINST YOU IN RELATION TO ANY DIGITAL ARTWORK OR ART CONTENT, INCLUDING ANY CLAIM OF INFRINGEMENT OR VIOLATION OF INTELLECTUAL PROPERTY OR OTHER RIGHTS. SAGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

SAGE MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE, OR (IV) THE QUALITY OF ANY PRODUCTS, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH USE OF THE SERVICES WILL MEET YOUR EXPECTATIONS (INCLUDING WITH RESPECT TO ANY DIGITAL ARTWORK AND ART CONTENT).

SAGE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION PROVIDED BY SAGE. WHILE SAGE ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES SAFE, SAGE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ANY CONTENT AVAILABLE THROUGH USE OF THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

SAGE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF ASSETS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) MISUSED, MISPLACED, CORRUPTED, OR OTHERWISE INACCESSIBLE WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so some or all of the above exclusions may not apply to you.

**Limitations on Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, SAGE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, LOSS IN VALUE OF ANY DIGITAL ARTWORK OR ART CONTENT, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS RESULTING FROM ANY DIGITAL ARTWORK OR ART CONTENT, GOODS, DATA, OR INFORMATION PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IN NO EVENT WILL SAGE’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID SAGE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS ($100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SSERVICES OR WITH THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

**Acknowledgement of Risk**

The blockchain provides an immutable ledger of all transactions that occur on the blockchain. This means that all artwork is outside of the control of any one party, including SAGE, and is subject to many risks and uncertainties. Therefore, please note the following risks in accessing or using the Services:

* The price and liquidity of blockchain assets are extremely volatile and may be subject to large fluctuations.
* Fluctuations in the price of other digital assets could materially and adversely affect the price of any NFT purchased or sold on the website, which may also be subject to significant price volatility.
* Sage cannot guarantee that any purchasers of product will not lose money.
* You are solely responsible for determining what, if any, taxes apply to your transactions; SAGE is not responsible for determining what, if any, taxes may apply to any transactions.
* Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of product.
* There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet; you accept and acknowledge that SAGE will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services, however caused.
* Transactions occurring on the website may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
* By using the Services, you represent that you have been, are, and will be solely responsible for making your own independent appraisal and investigations into the risks of a given transaction and the underlying digital assets.
* You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your own evaluation of the merits and risks of any transaction or any underlying digital asset.
* You accept all consequences of using the Services, including the risk that you may lose access to your digital assets indefinitely.
* You understand and agree that all transaction decisions are made solely by you.
* You understand and agree that in the event that you deposit digital assets into an incorrect address, SAGE may not have the ability, and are under no obligation or duty, to return such digital assets to you (this section applies regardless of whether we control the destination address).
* Some transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.
* The value of any product may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for product, which may result in the potential for permanent and total loss of value of a particular NFT should the market for that NFT disappear.
* The nature of NFTs may lead to an increased risk of fraud or cyber attack, and may mean that any technological difficulties experienced by SAGE may prevent your access to the Services.
* Notwithstanding anything in this Agreement, SAGE accepts no responsibility whatsoever for and will in no circumstances be liable to you in connection with the use of the Services for performing digital asset transactions.

You agree and understand that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself, and that SAGE does not give advice or recommendations regarding NFTs, including the suitability and appropriateness of, and investment strategies for, NFTs. You agree and understand that you access and use the Services at your own risk; however, the foregoing brief statement does not disclose all of the risks associated with NFTs and other digital assets. You agree and understand that SAGE will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience, however caused.

SAGE neither owns nor controls crypto networks, your browser, or any other third party site, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the Services. We will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties.

SAGE does not buy, sell, or ever take custody or possession of any artwork. Use of the Services facilitates transactions, but SAGE is not a custodian of any artwork. You understand and acknowledge that the smart contracts used in the transactions do not give SAGE custody, possession, or control of any artwork or cryptocurrency at any time for the purpose of facilitating transactions. You affirm that you are aware and acknowledge that SAGE is a non-custodial service provider and has designed the Services to be directly accessible by the users without any involvement or actions taken by SAGE or any third-party. SAGE facilitates transactions between users but is not a party to any agreement between any sellers or buyers. As a marketplace, SAGE cannot make any representation or guarantee that any user will achieve any particular outcome as the result of listing product or engaging in any other transaction.

**Indemnity**

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless SAGE, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the “SAGE Parties”), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), including, but not limited to, damages to property or personal injury (including death), that are caused by, arise out of or are related to (a) any intellectual property disputes; (b) your use or misuse of the Services or the website; (c) your violation, breach, or threatened breach of these Terms of Use; (d) your violation of the rights of a third party, including another user; or (e) any breach or threatened breach by you of your representations and warranties set forth herein. You agree to promptly notify SAGE of any third party Claims and cooperate with the SAGE Parties in defending such Claims. You further agree that the SAGE Parties shall have the right to control the defense or settlement of any third party Claims as they relate to SAGE, if it so chooses. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and SAGE. This indemnity is further in addition to, and not in lieu of, any and all other remedies that SAGE may possess at law or in equity.

**Privacy**

Our privacy policy is a part of these Terms of Use. Please review the SAGE Privacy Policy, which also governs the website and informs users of our data collection practices.

**Disputes with Third Parties**

You agree to resolve any disputes directly with any buyer or seller with whom you engage and in accordance with these Terms of Use within five business days of the buyer or seller making first contact with you. You further agree to provide public contact information on your User Profile so that buyers and sellers may contact you.

You agree that you are solely responsible for your interactions with any other third party in connection with the website, and SAGE will have no liability or responsibility with respect thereto. Without limiting the foregoing, you agree that SAGE has no responsibility for the nature, quality or method of any NFT sale that may be at issue. SAGE reserves the right, but has no obligation, to become involved in any way with disputes between you and any other third party.

**Disputes with SAGE**

PLEASE READ THE FOLLOWING TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST SAGE TO BINDING AND FINAL ARBITRATION. FURTHER, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SAGE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

SAGE prefers to resolve disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting SAGE. If such efforts prove unsuccessful, the parties agree to submit to binding arbitration as follows:

Any dispute or claim relating in any way to: your access, use, or attempted access or use of the website; any products sold or distributed through the website; or any aspect of your relationship with SAGE will be resolved by binding arbitration, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or SAGE may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyright, or patent). You agree that any such arbitration shall be settled solely and exclusively by binding arbitration held in Maine and conducted in English, rather than in court.

The arbitrator shall have exclusive authority to (1) determine the scope and enforceability of these arbitration provisions; and (2) resolve any dispute related to the interpretation, applicability, enforceability or formation of these arbitration provisions, including but not limited to any claim that all or part of these arbitration provisions is void or voidable; (3) decide the rights and liabilities, if any, of you and SAGE; (4) grant motions dispositive of all or part of any claim; (5) award monetary damages and grant any non-monetary remedy or relief available to a party under applicable law, arbitration rules, and these Terms of Use (including these arbitration provisions). The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Such an award is final and binding upon you and us.

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

If any part of these arbitration provisions is found to be invalid or unenforceable, then such part shall be of no force and effect and shall be severed and the remainder of these arbitration provisions shall continue to in full force and effect.

You understand that by agreeing to these arbitration provisions, you and SAGE are each waiving their right to trial by jury and to participate in a class action or class arbitration.

These arbitration provisions shall survive the termination of your relationship with SAGE.

**Termination**

You agree that SAGE, in its sole discretion, may suspend or terminate your User Account (or any part thereof) or use of the Services and remove and discard any content, for any reason, including, without limitation, for lack of use or if SAGE believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. SAGE may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms of Use may be effected without prior notice, and acknowledge and agree that SAGE may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that SAGE will not be liable to you or any third party for any termination of your access to the Services.

**General**

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Use at any time and without prior notice. Any such changes will be posted here. Any such changes will become effective immediately. Your continued use of the Services after the date any such changes become effective constitutes your acceptance of the new Terms of Use.

These Terms of Use constitute the entire agreement between you and SAGE and govern your use of the Services, superseding any prior agreements between you and SAGE with respect to the Services.

The failure of SAGE to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. Waiver of the benefit of any provision hereunder must be in writing to be effective, and any such waiver shall not operate or be construed as a waiver of any subsequent breach.

If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

These Terms of Use will be governed by the laws of the State of Maine without regard to its conflict of law provisions. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of Maine, and the United States, respectively, sitting in the State of Maine.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Use must be brought within one (1) year after such claim or cause of action arose or be forever barred.

Except as otherwise provided herein, these Terms of Use are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

These Terms of Use shall inure to the benefit of and be binding on the parties and their respective successors, heirs, personal representatives, and assigns; however, you may not assign these Terms of Use without the prior written consent of SAGE, but SAGE may assign or transfer these Terms of Use, in whole or in part, without restriction.

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Platforms of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

These Terms of Use shall be construed without regard to any presumption or other rule requiring construction against the drafting party.

You agree and understand that all provisions of these Terms of Use shall survive the termination or expiration of these Terms of Use.