

## Decent Media

### Terms of Service

Last Updated: [February 28, 2022]

#### 1. INTRODUCTION

These Terms of Service (these “**Terms**”) govern your access to and use of certain products, services and properties made available by Decent Media, Inc. (“**Decent**,” “**we**,” “**us**” or “**our**”). (As used herein, the term “**you**” (including any variant) refers to each individual who enters into these Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these Terms.) Our products, services and properties include, without limitation: the creation, purchase, sale, exchange, or modification of certain digital assets; our online and/or mobile services, including the site(s), apps or other properties through which these Terms are made available; the non-fungible tokens made available by Decent (“**Tokens**”) and implemented on a third-party blockchain (the “**Blockchain Platform**”), certain of which Tokens embody certain Artwork (as defined below) made available by artists, musicians, and other creators with whom we partner (“**Artist(s)**”); and software provided on or in connection with those services (collectively, the “**Service**”). Certain features of the Service may be subject to additional guidelines, terms, or rules (“**Supplemental Terms**”), which will be displayed in connection with such features. These Terms and all such Supplemental Terms, which are incorporated by reference, are collectively referred to as the “**Agreement**.” If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such Service.

WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF TOKENS YOU PURCHASE THROUGH OR IN CONNECTION WITH THE SERVICES. EXCEPT WHERE EXPRESSLY STATED AT THE POINT OF SALE FOR ANY PURCHASE, DECENT MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF TOKENS OFFERED FOR SALE ON OR THROUGH THE SERVICE.

PLEASE READ SECTION 19 OF THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. **UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS .**

PLEASE BE AWARE THAT SECTION 6 OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

THIS AGREEMENT IS IMPORTANT AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ CAREFULLY. BY CLICKING ON ANY “I ACCEPT” BUTTON, PURCHASING OR OFFERING TO PURCHASE TOKENS THROUGH THE SERVICE, AND/OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN. If you do not agree to this Agreement, you may not access or use the Service or purchase any Tokens.

Please refer to our [Privacy Policy](#) for information about how we collect, use and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.

Decent reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the "Last Updated" date at the beginning of this Agreement. By continuing to access or use the Service at any point after such update, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review this Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

## 2. OUR SERVICE

- A. Overview. The Service consist of the Decent website, Tokens, and any other products and services made available by Decent. Decent allows fans of Artists to support their favorite Artists buy buying Tokens in which Content made available by such Artists is embedded. When a user of the Service that Owns (as defined below) a Token (each, a "User") connects their Digital Wallet (as defined below) to the Service, such User may have access to certain premium information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials (collectively, "Content") made available by Decent or any Artist, as well as other Service, limited rights and privileges, or time-limited features, performances, and other privileges (collectively, the "Token Access Service") as may be made available by Decent from time to time. A User may be entitled to certain Token Access Service, as listed at point of sale for such Token or as otherwise may be made available by Decent. In order to redeem any Token Access Service, you must (i) connect to the Service the Digital Wallet that holds the respective Token and (ii) log into your Account. Certain Token Access Service may be time-limited and Decent does not guarantee that any Token Access Service will continue to be made available to the then-current owner of a Token. Where Token Access Service are offered or made available by a third party, Decent cannot guarantee any such Token Access Service.
- b. License to use the Service. The Service, and the information and Content available on Decent's website are protected by copyright laws. Subject to the terms of this Agreement, Decent grants you a limited license to access and reproduce portions of the Service to which you have access for the sole purpose of using such Service for your personal or internal business purposes. Unless otherwise specified by us in a separate license, your right to use any and all Service is subject to the Agreement.
- c. Updates. You understand that the Service are evolving. As a result, we may require you to accept updates to any of the Service that you have installed on your computer or mobile device. You acknowledge and agree that we may update the Service with or without notifying you. You may need to update third-party software from time to time in order to use the Service.
- d. Updates: Certain Restrictions. Any future release, update or other addition to the Service shall be subject to the Agreement. Decent, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of any Service terminates the licenses granted by us pursuant to the Agreement.

## 3. USER REPRESENTATIONS AND WARRANTIES

- a. You must be eighteen (18) years old or otherwise capable of forming a binding contract in your jurisdiction to use the Service. By using the Service, whether to visit the website or to mint or

purchase a Token or otherwise, you agree (i) to provide accurate, current, and complete information about yourself as requested, (ii) to maintain and promptly update such information from time to time as necessary, (iii) to maintain the security of your Digital Wallet and accept all risks of unauthorized access to your Digital Wallet and to the information you provide to us, and (iv) to notify us immediately if you discover or otherwise suspect any security breaches related to the Service or your Digital Wallet.

- b. You will not buy, sell, rent, or lease access to the Service without our written permission; or access or attempt to access the Service through unauthorized third party applications or clients.
- c. Decent may require you to provide additional information and documents from time to time, including without limitation at the request of any competent authority or in order to help Decent comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Decent may also require you to provide additional information and documents in cases where it has reasons to believe that:
  - Your Digital Wallet or other means of access to the Service is being used for money laundering or for any other illegal activity;
  - You have concealed or reported false identification information and other details; or
  - Transactions effected via your Digital Wallet may have been effected in breach of this Agreement.

In such cases, Decent, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by Decent and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, Decent may refuse to provide any Token, Content, product, service and/or further access to the Service to you.

- d. When you use the Service, you hereby represent and warrant, to and for the benefit of Decent, its affiliates and its and their respective representatives, as follows:
  - Authority. You have all requisite capacity, power and authority to enter into, and perform your obligations under this Agreement, including to mint, sell, or buy any Tokens, as applicable.
  - Due Execution. This Agreement constitutes your legal, valid and binding obligation, enforceable against you in accordance with this Agreement.
  - Accuracy of Background Information. All information provided to Decent and/or its third-party designees, including its address and social security number or tax ID number, is accurate and complete. None of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.

- **Non-Contravention.** This Agreement does not, and the performance of your obligations under this Agreement and your minting, listing, buying, or selling of any Tokens, as applicable to your use of the Service, will not: (i) if you are an entity, conflict with or violate any of the charter documents of such entity or any resolution adopted by its equity holders or other persons having governance authority over the entity; (ii) contravene, conflict with or violate any right of any third party or any applicable legal requirement to which you or any of the assets owned or used by you, is subject; or (iii) result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under any material contract or agreement to which you are a party, permit held by you or legal requirement applicable to you.
  - **Independent Investigation and Non-Reliance.** You are sophisticated, experienced and knowledgeable in the minting or buying of any Tokens, as applicable. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by these Terms, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to mint, list, buy, or sell any Tokens using the Service, you have relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the Tokens, are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the Tokens) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Decent, in determining to enter into this Agreement, mint, list, buy, or sell any Tokens or use the Service.
  - **Litigation.** There is no legal proceeding pending that relates to your activities relating to the minting of Tokens or other token- or digital asset- trading or blockchain technology related activities.
  - **Compliance.** You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token-trading activities or minting Tokens. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to minting Tokens.
- e. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

#### 4. INTERACTING WITH THE SERVICE

- a. In order to access and use certain features of the Service, you must connect to the Service a software-based digital wallet that allows you to purchase, store, and engage in transactions using cryptocurrency and NFTs (each, a “**Digital Wallet**”). ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE EFFECTED BY THIRD-PARTY DIGITAL WALLET EXTENSIONS. BY USING OUR

SERVICES YOU AGREE THAT SUCH TRANSACTIONS ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

- b. In order to access and use certain features of the Service you may be required to create a profile on the Service (each such profile as tied to a unique Digital Wallet, an “**Account**”).
- c. Decent does not own, operate, or control the Blockchain Platform or your Digital Wallet.
- d. Decent is not an agent or intermediary of any User. Decent does not store or have access to or control over any Tokens or any of a User’s private keys, passwords, Digital Wallets, or other property. Decent is not capable of performing transactions or sending transaction messages on behalf of any User. The Service does not hold, and cannot purchase, sell, or trade any tokens. All transactions related to the Service are effected and recorded solely through the interactions of the User with the Blockchain Platform, which is not under the control of or affiliated with Decent or the Service.

## 5. ACQUIRING AND SELLING TOKENS

- a. All pricing and payment terms for Tokens are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.
- b. When you purchase or otherwise acquire a Token, you agree that you have read, understand, and agree to be bound by any terms and conditions applicable to the use and sale of that Token, including any Secondary Sale Fee (defined below), regardless of whether such Secondary Sale Fee is enforced or supported by the third-party platform or marketplace that facilitates a Secondary Sale (defined below). You further agree that you will bind any subsequent purchaser of the Token to such Secondary Sale terms and conditions.
- c. We may set limits on or other terms regarding the sale of Tokens, including, without limitation, any fee payable in connection with any subsequent sale of a Token, whether or not such sale takes place on or through the Service (each such sale, a “**Secondary Sale**,” and such fee, a “**Secondary Sale Fee**”), and we will display such terms at point of sale or otherwise within the Service.
- d. Payment processing for the Services will be performed by Decent’s third-party payment processors (each, a “**Payment Processor**”) (e.g., card acceptance, merchant settlement, Digital Wallet management, and related services). Your use of the Service and the payment processing provided by the Payment Processor is subject to your agreement(s) with the Payment Processor for such Service and payment processing, as may be modified by the Payment Processor from time to time (collectively, “**Payment Processor Agreement**”). As a condition of using the Payment Processor’s payment processing, you must provide accurate and complete information, and you authorize us to share this information with the Payment Processor and to charge your payment method for all amounts that may become due under this Agreement. All bank, credit card, or other payment information is sent directly to and stored with the Payment Processor using its security protocols. Decent does not store your payment information on its systems and shall not have any responsibility for the safety or security of that information. Your use of the Payment Processor’s payment processing is conditioned upon your compliance with the Payment Processor Agreement,

and if the Payment Processor Agreement is terminated by the Payment Processor, you may not be able to use the Service, or you may have your use of the Service suspended or terminated. We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions.

- e. Decent may add or change any Payment Processor at any time. Such services may be subject to additional terms or conditions. Whether a particular cryptocurrency is accepted as a payment method by Decent is subject to change at any time in Decent's sole discretion.
- f. Decent is not and shall not be a party to any transaction or dispute between any initial buyer of a Token and any subsequent owner of such Token, whether arising from any rights granted in that Token or otherwise.

## 6. CONSENT TO ELECTRONIC COMMUNICATION

By contacting Decent via email or by using the Service, you consent to receive electronic communications from Decent (e.g., via email or by posting notices to the Service or to Decent's official accounts on social media properties). These communications may include notices about your use of the Service (e.g., transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you.

## 7. OWNERSHIP

- a. Unless otherwise indicated in writing by us, the Service and all Content and other materials contained therein, including, without limitation, the Decent logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof, are the proprietary property of Decent or our affiliates or licensors.
- b. The Decent logo and any Decent product or service names, logos or slogans that may appear on the Service are trademarks of Decent or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Decent," or any other name, trademark or product or service name of Decent or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Decent and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and other names or logos mentioned on the Service 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. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Decent.
- c. You agree that any submission of any ideas, suggestions, documents, and/or proposals to Decent (collectively, "**Feedback**") is at your own risk and that Decent has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Decent a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicenseable right and

license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and Decent's other products and services.

## 8. LICENSE TO OUR SERVICE AND CONTENT

- a. You are hereby granted a limited, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, "as-is" license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to this Agreement and does not include any right to (i) sell, resell, or use commercially the Service or Content; (ii) distribute, publicly perform, or publicly display any Content except as expressly permitted by us; (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, except as expressly permitted by us; (iv) use any data mining, robots, or similar data gathering or extraction methods; (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us; and (vi) use the Service or Content other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 11 below.
- b. You are granted a limited, non-exclusive, non-transferable right to create a text hyperlink to the Service for non-commercial purposes, provided that such link does not portray Decent or our affiliates or any of our Services, Content, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable in Decent's sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Decent to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Decent trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.
- c. Each Token may embody, comprise, or otherwise be associated with certain characters, artwork, or other work of authorship (the "**Artwork**"). You acknowledge and agree that, as between you and Decent, Decent owns all right, title and interest in and to the Artwork. **ALTHOUGH A TOKEN IS OWNED BY ITS THEN-CURRENT OWNER, THE ARTWORK EMBODIED THEREBY IS LICENSED, PURSUANT TO THIS AGREEMENT, AND NOT TRANSFERRED OR SOLD TO SUCH OWNER. "OWN" MEANS, WITH RESPECT TO A TOKEN, A TOKEN THAT YOU HAVE RIGHTFULLY AND LAWFULLY ACQUIRED FROM A LEGITIMATE SOURCE, WHERE PROOF OF SUCH ACQUISITION IS RECORDED ON THE RELEVANT BLOCKCHAIN.** Subject to your lawful acquisition, and continued ownership, of a Token, as well as your continued compliance with this Agreement, Decent grants you a worldwide, non-exclusive, revocable, royalty-free license, with no right to sub-license, to display the Artwork embodied by such Token(s), solely for the following purposes, except as otherwise agreed upon by Decent in each instance: (i) your own personal, non-commercial use (e.g., display via a mobile device, linked through a non-commercial website, or in your home); (ii) through or as a part of a marketplace that permits the purchase and sale of your Tokens in connection with such potential purchase or sale, provided that the marketplace cryptographically verifies rights to ensure that only the actual owner can offer a Token for sale; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your Tokens, provided that the website/application cryptographically verifies rights to ensure that only the actual owner can display

the Token. Decent provides and operates the Token, and licenses the Artwork to the owner of the Token, on an “AS IS” basis, and expressly disclaims any warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose. The license to display the Artwork embodied by the Token is automatically and always transferred with the Token as provided herein. Otherwise the license to display the Artwork embodied by the Token is non-transferable. You acknowledge that the license granted to you in this Agreement applies only to the extent that you lawfully acquired and then-currently Own the Token. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Token for any reason, the license granted in this Agreement to you will immediately expire with respect to such Token without the requirement of notice, and you will have no further rights in or to the Artwork embodied by such Token. The license granted in this Agreement will also automatically terminate, with all rights returning to Decent, if: (w) you breach this Agreement, which shall include, without limitation, (A) transferring or acquiring the Token in a manner not specifically permitted hereunder and (B) displaying, or causing the display of, in connection with your Token, any third-party NFT or other digital item that you not Own or do not otherwise have the right to display; (x) you engage in any unlawful business practice related to the Token; (y) you associate the Token with any third-party mark or other intellectual property that Decent, in its sole discretion, finds objectionable or (z) you disparage Decent, the Service, any other Decent product or service, the Artwork, or any Token. In the event that you did not lawfully acquire or that you cease to Own the Token or upon any termination of the license granted in this Agreement, Decent may disable your access to the Artwork and/or deny you access to any further benefits, services or goods associated with the Token.

- d. Decent may from time-to-time change or discontinue any or all aspects or features of the Service, including by (i) altering the smart contracts which are included in the Blockchain Platform pursuant to upgrades, forks, security incident responses or chain migrations, (ii) deactivating or deleting Content that Decent in its sole discretion determines has been abandoned; or (iii) repossessing any Tokens that Decent in its sole discretion determines have been (y) abandoned or (z) used or acquired in violation of this Agreement. In such events, you may no longer be able to access, interact with or, read the data from the Service.

## 9. USER CONTENT

Certain Content may be made available by a User on or through the Service (“**User Content**”). If you choose to make User Content available on or through the Service, you hereby grant Decent a fully paid, royalty-free, worldwide, non-exclusive right (including any moral rights) and license to use, sublicense, distribute, reproduce, modify, adapt, and display, such User Content (in whole or in part) for the purposes of (i) providing the Service, including making User Content available to other Users in accordance with your elections on the Service, (ii) improving the Service, and (iii) advertising and promoting Decent and its products and Services. You also hereby grant each other User of the Service a non-exclusive license to access your User Content through the Service, and to use, reproduce, distribute, display and perform such User Content solely as permitted through the functionality of the Service and under this Agreement. You are solely responsible for any User Content you provide. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any User Content that you submit, post or display on or through the Service. You agree that such User Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant the licenses



described above. We take no responsibility for the User Content posted or listed via the Service, although we reserve the right to remove any User Content that is in violation of this Agreement.

#### **10. THIRD-PARTY SERVICES; THIRD-PARTY TERMS**

The Service may contain links to third-party properties, services, advertisements, and applications (collectively, “**Third-Party Services**”). When you click on a link to a Third-Party Service, such as a bridge extension, you are subject to the terms and conditions (including privacy policies) of another property or application. Such Third-Party Services are not under the control of Decent. Decent is not responsible for any Third-Party Services. Decent provides links to these Third-Party Services only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Services, or their products or services. You use all links in Third-Party Services at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Service, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

#### **11. ACCEPTABLE USE POLICY**

You agree that you are solely responsible for your conduct in connection with the Service. You agree that you will abide by this Agreement and will not (and will not attempt to):

- a. Provide false or misleading information to Decent;
- b. Use or attempt to use another User's linked Digital Wallet without authorization from such User and Decent;
- c. Create, list, or otherwise make available counterfeit Tokens;
- d. Pose as another person or entity;
- e. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- f. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- g. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- h. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- i. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- j. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;

- k. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- l. Bypass or ignore instructions that control all automated access to the Service;
- m. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement;
- n. Use the Blockchain Platform to carry out any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Blockchain Platform, or the Service;
- o. Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:
  - trading a Token at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Token, unduly or improperly influencing the market price for such Token trading on the Service or establishing a price which does not reflect the true state of the market in such Token;
  - for the purpose of creating or inducing a false or misleading appearance of activity in a Token or creating or inducing a false or misleading appearance with respect to the market in a Token: (A) executing or causing the execution of any transaction in a Token which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of a Token with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Token, has been or will be entered by or for the same or different parties; or
  - participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a Token;
- p. Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, debt financings, equity financings or other similar transactions; or
- q. Use the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

## 2. COPYRIGHT

Decent retains the absolute right to terminate access to the Service for and remove the User Content of any User who violates or infringes our rights or the rights of any third party. Without limiting the foregoing, if you believe that your intellectual property has been used on the Service in a way that constitutes infringement, please provide us with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of the location on the Service of the material that you claim is infringing;
- your address, telephone number and e-mail address;
- 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
- 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.

Contact information for Decent for notice of claims of copyright infringement is as follows: [info@decent.xyz],  
SUBJ: Copyright Agent.

### 3. INVESTIGATIONS

If Decent becomes aware of any possible violations by you of this Agreement, Decent reserves the right, but Decent will not have any obligation, to investigate such violations. If, as a result of the investigation, Decent believes that criminal activity may have occurred, Decent reserves the right, but Decent will not have any obligation, to refer the matter to, and to cooperate with, any and all applicable legal authorities. Decent is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including your Content, in Decent's possession in connection with your use of the Service, (i) to comply with applicable laws, legal process or governmental request; (ii) to enforce this Agreement, (iii) to respond to any claims that User Content violates the rights of third parties, (iv) to respond to your requests for customer service, or (v) to protect the rights, property or personal safety of Decent, its Users, or the public, and all law enforcement or other government officials, as Decent in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to the foregoing. You acknowledge and agree that you have no expectation of privacy concerning your use of the Service, including without limitation text, voice, or video communications.

### 4. RELEASE

You hereby release and forever discharge Decent and our officers, employees, agents, successors, and assigns (the "**Decent Entities**") from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Users of the Service or any Third-Party Services). YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, OR ANY SIMILAR LAW OR RULE OF ANY OTHER JURISDICTION, WHICH STATES IN SUBSTANCE: "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."

### 5. ASSUMPTION OF RISK RELATED TO TOKENS

You acknowledge and agree that:

- a. The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Tokens, which may also be subject to significant price volatility. We cannot and do not guarantee that any Tokens will not lose value.
- b. You are solely responsible for determining what, if any, taxes apply to your transactions involving Tokens. Neither Decent nor any other Decent Entity is responsible for determining the taxes that may apply to transactions involving Tokens.
- c. Tokens exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such Tokens.
- d. There are risks associated with using digital currency and digital assets, 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 your information.
- e. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is evolving, and new regulations or policies may materially adversely affect the same.
- f. There are risks associated with purchasing user-generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.
- g. Decent reserves the right to hide collections, contracts, and assets that Decent suspects or believes may violate this Agreement. Tokens you purchase may become inaccessible on the Service. Under no circumstances shall the inability to access or view your assets on the Service serve as grounds for a claim against Decent.
- h. Decent has no responsibility for any Tokens after the initial offering or sale of such Tokens. Decent does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Token created or traded on the Service.

## 6. INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Decent and the Decent Entities 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 or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to this Agreement or your use of the Service, 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, that are caused by, arise out of or are related to (a) your use or misuse of the Service, Content or Tokens, including, without limitation, any act or omission involving any third party in connection with the minting, listing, buying, selling, or trading of any Tokens hereunder; (b) any Feedback you provide; (c) your violation of this Agreement; (d) your violation of the rights of any third party, including another User; (e) any breach or non-performance of any covenant or agreement made by you; (f) your Content or the minting, listing, buying, selling, or trading of any Tokens by you; or (g) any off-chain benefits provided or alleged to be provided by Artist (including the furnishing, or any failure to furnish, or any acts or omissions of or

attributable to you or any third party in respect of the same). You agree to promptly notify Decent of any third-party Claims and cooperate with the Decent Entities in defending such Claims. You further agree that the Decent Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND DECENT.

## **7. DISCLAIMERS**

THE SERVICE, CONTENT CONTAINED THEREIN, AND TOKENS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. DECENT (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. DECENT DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. DECENT DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE DECENT ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, DECENT CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY TOKENS LISTED ON OUR SERVICE OR OUR SERVERS 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.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF TOKENS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE, TOKENS OR DIGITAL WALLETS.

TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT DECENT OR ANY DECENT ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TOKENS. WE CANNOT AND DO NOT GUARANTEE THAT ANY TOKEN WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY TOKEN PURCHASED THROUGH THE SERVICE.

Decent is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the Tokens. Decent is not responsible for any delay or failure to report any issues with any blockchain supporting

Tokens, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

YOU ACKNOWLEDGE AND AGREE THAT DECENT IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD DECENT LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE. YOU UNDERSTAND THAT DECENT DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICE. DECENT MAKES NO WARRANTY THAT ANY GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **1. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL DECENT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE, ANY TOKENS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF DECENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF DECENT ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), OR ANY TOKENS MINTED, PURCHASED, OR SOLD THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RETAINED BY DECENT IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **2. DISPUTE RESOLUTION. PLEASE READ CAREFULLY THE FOLLOWING ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT"). IT REQUIRES YOU TO ARBITRATE DISPUTES WITH DECENT AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.**

- A. Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Decent, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify; and (b) you or Decent may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all

disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

- b. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to us at **2936 Divisadero Street, San Francisco, CA 94123**. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Decent will pay them for you. In addition, we will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- c. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). 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. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.
- d. **Waiver of Jury Trial.** YOU AND DECENT HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 19(a) (Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS

AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in California, United States. All other disputes, claims, or requests for relief shall be arbitrated.

- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to 2936 Divisadero Street, San Francisco, CA 94123 within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the digital wallet address used to connect to the Service (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. **Severability.** Except as provided in Section 19(e) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with us.
- h. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing us at 2936 Divisadero Street, San Francisco, CA 94123 and expressly opting out of this Arbitration Agreement.

## 20. GENERAL

We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. This Agreement, and your access to and use of the Service, shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. 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 California, United States. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Decent. Decent's failure to assert any right or provision under this Agreement shall not



constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Decent and you and shall not confer third party beneficiary rights upon any other person or entity.

**21. CONTACT INFORMATION**

**Decent**

**info@decent.xyz**

**2936 Divisadero Street**

**San Francisco, CA 94123**