

Terms and Conditions

Last updated: May 22, 2022

Please read these Terms and Conditions (hereinafter, "Agreement") carefully as they govern your use of the website located at <https://www.trippinapetribе.xyz/> including any other similar or connected website and/or marketplace and/or software (hereinafter, "Site") that Valhalla Labs, LLC operates or makes available for the sale of NFTs and any content, products or services. This Agreement is between you and Valhalla Labs, LLC ("Valhalla Labs"), a Delaware Limited Liability Company.

The Site may allow or connect users to mint and/or buy non-fungible tokens on distributed digital ledgers or blockchains ("NFTs") that contain or correspond to digital artworks ("Artworks") created by Valhalla Labs, its affiliates, employees, officers, directors, agents, representatives, licensors (including Artists), suppliers and service providers.

When we say, "we," "us" or "our," we mean Valhalla Labs and its affiliates and its and their employees, officers, directors, agents, representatives, licensors (including Artists), suppliers and service providers.

- 1. Acceptance of Terms.** Valhalla Labs makes the Site available subject to this Agreement. Valhalla Labs may update or make changes to this Agreement from time to time in its sole discretion, which changes it may provide to you by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when this Agreement (and other terms and policies posted on the Site) was last revised by referring to the "Last Updated" legend at the top of this Agreement.
- 2. Site Changes.** Valhalla Labs may, at any time and from time to time, temporarily or permanently, in whole or in part: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify or waive any fees charged in connection with the Site; or offer opportunities to some or all users of the Site. You agree that Valhalla Labs won't be responsible or liable to you or any third party for any modification, suspension or discontinuance of the Site or any content, feature or product offered through the Site, in each case in whole or in part. Your continued use of the Site after such changes will indicate your acceptance of such changes.
- 3. Links to Third Party Websites or Resources.** The Site may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products, or services on or available from those resources or links displayed on such websites. You acknowledge that you have sole responsibility for, and assume all risk arising from, your use of any third-party resources. YOU AGREE THAT YOUR USE OF THIRD-PARTY SITES, SERVICES, AND RESOURCES, INCLUDING YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES, SERVICES, AND RESOURCES, IS AT YOUR OWN

RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO SUCH SITES, SERVICES AND RESOURCES. Valhalla Labs has the right, at any time and in its sole discretion, to block links to the Site or any content on the Site through technological or other means without prior notice.

4. Buying NFTs.

- a. Connecting Your Wallet. Before you can mint or buy any NFT, you may have to connect to a third-party site using your Wallet. Wallets such as Phantom are provided by unaffiliated third parties, and your use of such Wallets are governed by the terms provided by the applicable third party. PLEASE TAKE THE UTMOST CARE TO PROTECT AND PRESERVE YOUR WALLET'S CREDENTIALS—WE CANNOT RECOVER NFTS IF YOU LOSE ACCESS TO YOUR WALLET. All sales are final, and your payments are binding as soon as you authorize any purchase with your Wallet. Except as required by law, we do not and will not provide refunds.
- b. Not an Investment in a Business. You represent, warrant and covenant to us that your purchase of any and all NFTs is and will remain solely for your personal use and enjoyment. You understand that buying a NFT is akin to buying a physical artwork, and is not an investment in us or any other business, and you represent, warrant and covenant to us that you have no expectation of profit based on any of our activities or those of any other business. You shall not promote or market any NFT as an investment in us or any other business, or otherwise state or suggest that potential buyers of NFTs may expect to profit from their purchase or sale of NFTs.
- c. NFTs Acquired from Others. With respect to any NFTs you may acquire from third parties you agree to be bound by said third parties terms. You also agree that, if the third party from whom you purchased the NFT fails to pay any amounts due to us in connection with the transfer to you, we may refuse to provide you with access to the Site until all such amounts have been paid.

5. Rules of Conduct. While using the Site, you will comply with all applicable laws and regulations and your contractual obligations to third parties. In addition, we expect users of the Site to respect the rights and dignity of others. Your use of the Site is conditioned on your compliance with the following rules of conduct, and your failure to comply with such rules may result in suspension or termination of your access to the Site. You will not:

- a. Post, transmit, or otherwise make available, through or in connection with the Site:
 - Any material that could give rise to criminal or civil liability.
 - Any virus, worm, time bomb, malware, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, circumvent, or hijack the operation of, or to monitor the use of, any hardware, software or equipment (collectively, "Viruses").
- b. Use the Site for any fraudulent or unlawful purpose.

- c. Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.
- d. Reproduce, duplicate, copy, sell, resell or otherwise use the Site for any purpose not expressly authorized in this Agreement, including by exploiting for any commercial purpose any portion of, use of, or access to the Site.

6. **Valhalla Labs' Intellectual Property.** We may make available through the Site content that is subject to intellectual property rights. We or our licensors, or the third parties who otherwise own the intellectual property rights, retain all rights to that content.
7. **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Site ("Feedback"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.
8. **User Ownership.** Upon you assuming Ownership of a Licensed NFT and accepting the Terms and Conditions of this Agreement, we shall grant you a non-exclusive, limited, worldwide, royalty-free license to 1) use, display, or otherwise enjoy the Art of your Licensed NFT for your own personal use; 2) commercialize your Licensed NFT by producing and selling physical merchandise that portrays the Licensed NFT's underlying Art in its entirety; 3) sell or transfer your Licensed NFTs to another pursuant to the other sections in this Agreement; and 4) use your limited Licensed NFT as part of a third-party website or application which permits the inclusion, involvement, and/or participation for your Licensed NFTs, provided that the website or application cryptographically permits and verifies each NFT owner's rights and ownership to display the Art and the website or application ensures only the actual owner can display the Art. You understand and agree that these rights are licensed solely to the rightful and legal Owner of the Licensed NFT. Your licensed rights to the Licensed NFT will terminate upon the rightful and legal sale or transfer of your Licensed NFT in accordance with Sections of this Agreement and the new Owner, upon their acceptance of the Terms and Conditions of this Agreement, shall receive these licensed rights.
9. **Restrictions to Use.** You understand and agree that any physical merchandise that you produce must incorporate every element and trait of your Licensed NFT in full. The individual layers and traits of the Licensed NFTs are not owned by you and are the sole property of our LLC and/or its licensors and affiliates. Such commercialization rights are limited to the Licensed NFTs that you own, and those rights do not extend to or include the Licensed NFT Crops that we may provide to you. You further understand and agree that this license does not permit the ability to create any digital merchandise. The creation and minting of any new NFTs which are derivatives of your Licensed NFTs are expressly prohibited. You understand and acknowledge that you may not, nor permit any third party to do or attempt to do the foregoing without the express prior written consent from us; (1) modify the Art in your Licensed NFT or any applicable Licensed NFT Crop in any way, including, without limitation, the shapes, designs, drawings, attributes,

color schemes, or design elements of the Licensed NFT; (2) produce any merchandise in connection with your Licensed NFT that depicts unlawful behavior, illegality, hatred, intolerance, cruelty, vulgarity, pornographic or other “adult-only” material, discrimination, or otherwise harmful material to the Art; (3) or attempt to trademark, copyright, or otherwise attempt to acquire additional intellectual property rights in your Licensed NFT or any applicable Licensed NFT.

10. Communications. Valhalla Labs may communicate and transact with you electronically. Valhalla Labs may provide you with notices by posting them to the Site, by email, or by postal mail. Valhalla Labs may also provide notices of changes to this Agreement or other matters by displaying such notices on the Site or by providing links to such notices on the Site.

11. Local Laws. While we have designed the Site so that it may be used from virtually anywhere you can access the Internet, we cannot guarantee that the Site is appropriate for use everywhere. It is your (and not our) obligation to ensure that your use of the Site complies with applicable local laws.

12. Termination. Valhalla Labs may, in its sole discretion, terminate or suspend this Agreement and/or your access to or use of the Site at any time and for any reason without notice to you. The termination of this Agreement shall not affect the expiration or termination of including Sections labeled: Feedback, Valhalla Labs’ Intellectual Property, Communications and Termination.

13. Disclaimer; Risks. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. WE PROVIDE THE SITE TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. YOU AGREE THAT YOU MUST EVALUATE, AND THAT YOU BEAR ALL RISKS ASSOCIATED WITH, THE USE OF THE SITE AND ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH THE SITE, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY MATERIALS AVAILABLE THROUGH THE SITE. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SITE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE. WE CAN’T AND DON’T GUARANTY THAT ANY CONTENT OF, OR PRODUCTS OR SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH, THE SITE WILL BE FREE FROM VIRUSES AND/OR OTHER CODE THAT MAY HAVE CONTAMINATING OR DESTRUCTIVE ELEMENTS. IT IS YOUR RESPONSIBILITY TO IMPLEMENT APPROPRIATE SECURITY SAFEGUARDS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS AS TO THE SAFETY AND RELIABILITY OF YOUR USE OF THE SITE. OUR SERVICES RELY ON EMERGING TECHNOLOGIES, INCLUDING BLOCKCHAIN, CRYPTOCURRENCY AND SMART CONTRACTS. SOME FEATURES ON THE SITE ARE SUBJECT TO INCREASED RISK THROUGH YOUR USE OR MISUSE OF TECHNOLOGIES SUCH AS

PUBLIC-PRIVATE KEY CRYPTOGRAPHY. BY USING SUCH FEATURES, YOU ACKNOWLEDGE AND ACCEPT THESE HEIGHTENED RISKS. In addition, we are not responsible or liable for, and you assume all responsibility, liability and risks associated with: Any gain or loss in value of any Digital Items; Acts or omissions of third parties; Problems caused by third-party software, hardware, technology, platforms or services, including the Solana Blockchain, Phantom wallet, or the Interplanetary File System; Artists or others minting on another platform another NFT associated with the same Artwork corresponding to a Site NFT; or the transfer, loss, or inability to demonstrate ownership or control of, any NFT. While we try to maintain the integrity and security of the Site and the servers from which the Site is operated, we don't guarantee that the Site will be or remain secure, complete or correct, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. We are not responsible for any damage to any computer, software, hardware, equipment, content, data or other material resulting from any such security breach or harmful event, or from any Virus, bug, line failure, defect, delay in operation or transmission, deletion, error, fraud, interruption, omission, tampering, or unauthorized intervention, or any other technical or other malfunction.

If you become aware of any unauthorized third-party alteration to the Site, please contact us at Lysergric@valhallalabs.xyz.

You acknowledge and agree that you: (a) have received sufficient information to make an informed decision to buy the NFT, (b) have carefully considered the code of the NFTs' smart contract and understand and accept its functions and risks; and (c) assume all risks associated with NFTs and other cryptographic tokens, including risks of (i) losing access to the token as a result of losing seed phrases, usernames, passwords, private keys or other account credentials, problems with digital wallets, or custodial or purchaser error, (ii) hacking and security weaknesses, including phishing, brute-force, birthday, denial-of-service and other attacks, (iii) unexpected surges in activity or other operational or technical difficulties, and (iv) legal or regulatory action, taxation, personal information disclosure, and other foreseeable and unforeseeable risks.

- 14. Release.** To the fullest extent permitted by law, you irrevocably and unconditionally release and discharge us and assigns from any and all past, present and future claims, demands, damages, fees, costs, rights and causes of action, known or unknown, suspected or unsuspected, disclosed or undisclosed, existing or contingent, direct or derivative, that have existed or may have existed, or that do exist, arising out of or related to: (a) acts or omissions of third parties, including disputes between users, or (b) other matters for which you have agreed that we are not responsible or liable. In particular, you knowingly and voluntarily waive all rights and benefits that you may have as a result of Section 1542 of the California Civil Code or otherwise.

15. Indemnity. You shall indemnify and hold us harmless, and at our election defend us, from and against all third-party claims, demands, losses, liabilities, damages, costs, and expenses (including attorney's fees) (collectively, "Claims") arising from or related to: (a) your access or use of, or activities in connection with, the Site (including Site NFTs, Artwork, Digital Items, and payments); (b) your violation of this Agreement, any other policies posted on the Site, any applicable law or regulation or any agreement with any third party; or (c) any disputes between you and another user or any third party. You are solely responsible for your interactions with any other users in connection with the Site, including disputes, and we will have no liability or responsibility with respect thereto. Valhalla Labs will control the defense and settlement of all such Claims, and you shall reasonably cooperate in such defense.

16. LIMITATION OF LIABILITY. WE WON'T BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, WE WON'T BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY CONTENT POSTED ON THE SITE BY ANY OF US OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. OUR MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE TOTAL AMOUNT, IF ANY, THAT YOU'VE PAID VALHALLA LABS IN THE SIX MONTHS BEFORE YOUR CLAIM ACCRUED. IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES; SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. Disputes. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, USA without regard to any conflicts of law principles that would result in the application of the law of another jurisdiction. (i) Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement whether under contract, tort, statute or any other legal theory, or the breach, termination or invalidity of this Agreement, shall be finally settled by binding arbitration ("Arbitration") administered by the American Arbitration Association and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in force before one or more arbitrators appointed in accordance with such rules. The place of arbitration shall be New York County, New York. The Arbitration proceedings shall be confidential and in English. The award rendered by the arbitrator(s) shall be final and binding on all parties. Judgment on the award may be

entered in any court of competent jurisdiction. Any Arbitration brought in connection with this Agreement will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No Arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You are giving up your right to participate as a class representative or class member on any class claim you may have against us, including any right to class arbitration or any consolidation of individual arbitrations.

18. Assignment. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of their rights or obligations under this Agreement without restriction. Any attempt to assign this Agreement except as permitted under this section will be null and void.

19. Waiver of Rights. Valhalla Labs' failure to enforce any right or provision of these Terms will not be considered waiver of such right or provision.

20. Contact Us. If you have any questions about these Terms and Conditions or the Site please contact us at Lysergric@valhallalabs.xyz.

21. Entire Agreement. This Agreement, and all other policies posted on or referenced on the Site, constitute the entire agreement between you and us relating to the subject matter hereof and supersede any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter.

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