**TERMS OF SALE**

Last Modified: March 7, 2022

DYB + KYP LLC dba Leisure Project (“***We***” or “***Leisure Project***”) hereby allow you to access certain premium features or content in exchange for a one-time purchase of a non-fungible token, as applicable to the relevant features or content, such, but not limited to, our “Leisure Project Genesis” and “Leisure Creature” non-fungible token offerings (each a “***Membership NFT***” and collectively, “***Membership*** ***NFTs***”) and which will grant access to online services and content (collectively the "***Paid Services***"). Your transactions and any other use of the Paid Services are subject to these Terms of Sale (“***Terms of Sale***”) and the Leisure Project Terms of Service (“***Terms of Service***”), found at **[TERMS OF SERVICE URL]** (collectively, the "***Terms***”).

**1. Your Acceptance**

By holding a Membership NFT or using a Paid Service, you signify your agreement to (1) these Terms of Sale; and (2) Leisure Project’s Terms of Service, and all other terms and conditions that generally apply to the Website (as such term is defined in the Terms of Service).  Please read the Terms carefully. If you do not understand the Terms, or do not accept any part of them, then you may not use the Services.

Each time you place an order for a Membership NFT or Paid Service (including when you purchase an individual non-fungible token offered by Leisure Project), you enter into a separate contract for services on these Terms. When you complete a purchase or use any Paid Service, you signify that you wish to enter into a binding contract for the provision of the applicable Paid Services.

**2. Sale of Leisure Project Membership NFT.**

The first Paid Service offered by Leisure Project will be the sale of a single class of Membership NFTs on or about March 7th, 2022. The purchase of each Membership NFT is a transaction in goods and not a promise to provide, or a guarantee of receipt of, future services from Leisure Project.

You understand and agree that the sale of Membership NFTs grants you no rights (except as expressly stated herein) and carries with it no guarantee of future performance of any kind by Leisure Project. You are not entitled, as a holder of any Membership NFT, to vote or receive dividends or profits or be deemed the holder of shares of Leisure Project or any other person by virtue of your ownership of a Membership NFT, nor will anything contained herein be construed to construe on you any of the rights of a shareholder, partner, joint venturer, etc. or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights to purchase such shares of Leisure Project. Leisure Project may in future offer holders of Membership NFTs the opportunity to participate in massively open online governance activities relating to its business via cryptographically secure blockchain smart contracts, known colloquially as “Decentralized Autonomous Organizations” or “***DAOs***.” You agree that the functionality and membership of any DAO established by Leisure Project will be determined by Leisure Project in its sole and absolute discretion.

You understand that the development of Leisure Project’s business is a significantly risky venture and you acknowledge and assume the risk that Leisure Project may not be able to complete, substantially or in part, the acquisition, distribution, and sale of any beverage products or any other consumer goods or any other aspect of its operations and furthermore that a significant proportion of the funds generated by the Membership NFT drop are expected to be retained by Leisure Project for any lawful business purpose. Membership NFTs will be created and delivered to any purchaser at the sole risk of the purchaser and on an “as-is” basis. Purchaser has not relied on any representations or warranties made by Leisure Project or any other person outside of the context of these Terms of Sale, including but not limited to conversations of any kind, including but not limited to whether such statements are made through oral or electronic communication, or any White Paper, social media post or website.

Without prejudice to any other Term in these Terms, you acknowledge and agree that, except in the case of Leisure Project’s fraud or willful default, and except as otherwise required by any non-waivable provision of applicable law, Leisure Project shall not be liable in any manner whatsoever to you or any other person for losses or damages of any kind, whether arising in contract, tort, or otherwise, arising from the sale of Membership NFTs to any person.

**3. License to Use Membership NFT.**

Your use of any Paid Services other than Membership NFTs must be only for personal, non-commercial use. You agree not to use any Paid Service, in whole or in part in connection with any public presentation even if no fee is charged (except where such use would not constitute a copyright infringement). You are receiving a non-exclusive license to access the Paid Services and all rights, title and interest in the Paid Services (including any content offered through the Paid Services) not expressly granted to you in these Terms are reserved by Leisure Project and its licensors. If Leisure Project reasonably determines that you violated any of the terms and conditions of the Paid Service Terms, your rights under this Section 3 will immediately terminate and Leisure Project may terminate your access to the Paid Service and/or your Leisure Project account without notice and without refund to you.

Leisure Project hereby grants to each holder of any Membership NFT (each a “***Holder***”) a license to such Membership NFT upon the following terms and conditions and the other provisions of these Terms:

* The license is personal, perpetual, non-exclusive, non-commercial, royalty-free, and world-wide.
* For any Holder, the license to use a Membership NFT or any derivative work from a Membership NFT commences when such Holder acquires a corresponding Membership NFT and terminates automatically when such Holder transfers, sells, destroys, or surrenders that Membership NFT, or violates any of these Terms.
* The Holder may use a Membership NFT without attribution to Leisure Project.
* The Holder may copy, display, distribute, and create derivative works of the Membership NFT for any commercial or non-commercial use (the “***Personal Use Right***”). The Holder agrees that the Personal Use Right is to use a Membership NFT whole and entire, and not any part thereof or form of display which would obscure or diminish any individual part of a Membership NFT such that the Membership NFT resembles a different non-fungible token, or comes to resemble a non-fungible token in relation to which the Holder does not own the corresponding non-fungible token.
* The Holder may sell, transfer, or assign all (but not less than all) of its right, title, and interest in and to its license to use a given Membership NFT (a “***Resale***”) only by selling the associated Membership NFT. Upon such Resale, all of the Holder’s rights and interests in and to the Membership NFT, including all of the Holder’s rights and interests in and to the Personal Use Right in relation to such Membership NFT, will be considered sold, transferred, or assigned, as the case may be, to the buyer, transferee, or assignee of such Membership NFT including the license to resell the Membership NFT (the “***Resale Right***”). The Holder’s rights, title and interest in the Membership NFT may not be assigned, sold or transferred, in whole or in part, to any person and the Resale Right may not be exercised, in whole or in part, without a sale and on-chain transfer of the Membership NFT to the assignee, purchaser or transferee, as applicable. Evidence that a person has access to the private keys of a given Membership NFT shall be sufficient evidence for Leisure Project to treat such person as being entitled to exercise the privileges of a Holder over that Membership NFT, subject to these Terms.
* The Holder may not delegate, sublicense, temporarily assign, mortgage, charge, or pledge the Holder’s Personal Use Right, Resale Right, or Membership NFT.
* The Personal Use Right does not grant any rights to use the words “Leisure Project”, Leisure Project’s marks in relation to the use of any Membership NFT.

Leisure Project retains exclusive interest in and ownership of its intellectual property, including without limitation all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights in any Membership NFT (collectively “***Intellectual Property Rights***”). Each Holder acknowledges and agrees that Leisure Project’s Intellectual Property Rights subsist in, and Leisure Project retains all Intellectual Property Rights in, each and any Membership NFT, part thereof or combination thereof.

Except for the grant of the Personal Use Right and the Resale Right in accordance with these Terms, nothing in these Terms functions to assign or transfer, nor creates any right in favor of any person to use, any of Leisure Project’s Intellectual Property Rights.

**4. Payment, Refund and Cancellation Policy**

Leisure Project accepts payment via payment methods accepted through its website or third-party websites prior to purchase, which may include Ethereum and/or any other form of payment that we make available to you from time to time. You must tender valid payment or have a valid accepted form of payment on file in order to purchase Paid Services or participate in free trial offers or other free offers related to the Paid Services. You agree to abide by any relevant Terms of Service or other legal agreement, whether with Leisure Project or a third party, including, but not limited to, any applicable non-fungible token marketplaces, that governs your use of a given payment processing method. Prices for any Paid Service may change at any time, and Leisure Project does not provide price protection or refunds in the event of a price reduction or promotional offering. You agree to pay for any Paid Service that you purchase.

If Leisure Project is required to collect or pay any taxes in connection with your purchase of a Paid Service, such taxes will be charged to you at the time of each purchase transaction. Additionally, if required by law, you are responsible for reporting and paying certain taxes in connection with your purchase and use of a Paid Service. Such taxes may include duties, customs fees, or other taxes (other than income tax), along with any related penalties or interest, as applicable to your purchase or country of purchase.

**REFUNDS**: all purchases are final unless expressly stated otherwise.

**SUBSCRIPTION CANCELLATIONS**: if you purchase a subscription to a Paid Service that is expressed to be providable to you so long as you remain in possession of the applicable non-fungible token, your access to the Paid Service will cancel at the moment you are no longer in possession of such non-fungible token.

**5. Accessing Paid Services.**

Certain types of Paid Services may require you to use a device that meets the system and compatibility requirements for such Paid Service, which may change from time to time. You shall have sole responsibility for obtaining a device which satisfies those requirements.

**6. Restrictions on other Paid Services**

When you use the Paid Service, you may not (or attempt to):

* violate the Terms of Service;
* use the Paid Service in an illegal manner or for an illegal purpose;
* allow any person to access any Paid Service that such person did not purchase;
* copy, rent, or sublicense the Paid Services, including any Membership NFT, to any third party;
* circumvent, reverse-engineer, modify, disable, or otherwise tamper with any security technology that Leisure Project uses to protect the Paid Service or encourage or help anyone else to do so;
* access the Paid Service other than by means authorized by Leisure Project; or
* remove any proprietary notices or labels on Paid Services.

For the avoidance of doubt, in order to use any Membership NFT for a purpose not authorized by these Terms, the Holder must first (1) obtain a license directly from Leisure Project; and (2) secure additional permissions as necessary. Leisure Project shall be under no obligation to grant or negotiate or offer such additional license and may either grant or withhold such license in its sole and absolute discretion

**7. Changes**

Leisure Project reserves the right to change the availability and content of the Paid Services at any time with or without notice to you. In addition, we reserve the right to modify, suspend, or discontinue any Paid Service with or without notice to you and we will not be liable to you or any third party for any such modifications, suspension, or termination. However, this will not affect your ability to request a refund as described above.

In certain cases, content available within a Paid Service may become unavailable. Leisure Project will have no liability to you for any such unavailability. We may also change these Paid Service Terms from time to time, so we encourage you to periodically review the most up-to-date version at **[TERMS OF SALE URL]**. If the Paid Service Terms change, you will have the opportunity to review the new terms when you next purchase any Paid Service. By completing the purchase, you signify your agreement to the new Paid Service Terms, and further, that they will apply to your use of the Service as a whole (including any Paid Service you have purchased in the past) and all subsequent purchases (until the Paid Service Terms change again). If you refuse to accept the updated Paid Service Terms then you may not buy any additional Paid Services and the latest version of the Paid Service Terms that you accepted will continue to apply to your use of previously purchased Paid Services.

**8. Other Terms**

You acknowledge and agree that certain content available in the Paid Services may be considered offensive to some people and that such content may not be labeled as such. Additionally, certain descriptions of Paid Services or content available in the Paid Services are not guaranteed to be accurate. You agree to use the Paid Services at your own risk and, subject to applicable laws, Leisure Project will have no liability to you for any content that you find offensive.

The Paid Services are being provided by Leisure Project, reachable at:

PO Box 1231

Venice CA 90294

Email: contact@leisureproject.co