

Terms of Service

Last Updated: 04/15/2024

Welcome! Take a moment to go through these Terms of Service (the “Terms”) carefully as they're important for using our website and interface at <https://soshnft.io/> (the “Site”, “Webstite”, or the “Sosh NFT Platform”), along with any downloadable blockchain currency management software (the “Software”), mobile applications (“Apps”), and other services and resources provided by Sosh, Inc. (“Sosh,” “we,” “our”). These help you interact with certain decentralized cryptographic protocols, make and sell non-fungible tokens (“NFTs”), manage cryptographic currencies, and more. We call these collectively the “Services.”

By using the Sosh NFT Platform or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, found at <https://www.soshnft.io/privacy-policy>, incorporated herein by reference. If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Sosh NFT Platform.

To use or access the Sosh NFT Platform, you must (a) be 18 or older or, if you are from 13 to 17 have your parent or guardian’s consent to the terms of these Terms of Service, and (b) possess the ability to enter into a binding contract with us and not be barred from doing so under any applicable laws. Children under 13 years old are not permitted to register for the Sosh NFT Platform, and parents or legal guardians may not register on their behalf. If you are a parent or legal guardian entering these Terms of Service for your child or a child in your legal care, please be aware that you are fully responsible for the child's use of the Sosh NFT Platform, including any financial charges, legal liability, and damages they may incur, until they reach the age of 18.

Now, a quick heads-up about arbitration: when you agree to these Terms, you're agreeing to resolve any disputes with Sosh through arbitration, except where prohibited by law. Check out Section 18 “Dispute Resolution” below for more info.

1. **Agreement to Terms.** By using the Sosh NFT Platform, you're agreeing to these Terms. If you don't agree, you can't use the Sosh NFT Platform.
2. **Changes to these Terms or the Sosh NFT Platform.** We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.
3. **Who May Use the Sosh NFT Platform?**
 - (a) **Eligibility.** You can use the Sosh NFT Platform if you're 18 years or older and able to make a deal with Sosh. We won't ask for personal info from anyone under 13. If we find out someone's under 13, we'll delete their info. If you think someone under 13 is using our Service, email us at support@soshnft.io
 - (b) **Following Rules.** You can only use the Sosh NFT Platform if your local laws allow. You promise to follow all the rules when you use the Sosh NFT Platform. For example, you can't use the Sosh NFT Platform from a country the U.S. government doesn't like, and you can't be on any list the U.S. government made. If you use the Sosh NFT Platform outside the U.S., it's your job to make sure it's okay by the local laws. Don't try to cheat by using software to hide where you're from. We might check where people are using the Sosh NFT Platform from and stop them if they're breaking these rules.
 - (c) **Not Allowed.** You can't use the Sosh NFT Platform to collect info or do stuff like scraping without our okay. Doing these things without permission breaks the rules and might get you in trouble.
4. **Our Mission:** The Sosh NFT Platform is an NFT marketplace that allows users to license commercial rights to their social media content on Instagram, X (formerly Twitter), TikTok, and YouTube. Users register and create accounts on the platform and connect their social media profiles to their cryptocurrency wallet. They mint NFTs for their social media content by pasting the link to the specific social media post and using the minting function on the website to mint an NFT that is registered for that specific post. They can then list that NFT for sale or accept offers on that specific NFT. Additionally, users can purchase other NFTs that are linked to the social media content of other users.

5. About the Sosh NFT Platform.

(a) **The Sosh NFT Platform.** Our Sosh NFT Platform helps you interact with protocols and blockchains, letting you bid on, buy, trade, and sell NFTs. Sosh provides the Sosh NFT Platform, an interface to do all this. You can also create and put NFTs up for sale.

(i) **Joining:** You can use the Sosh NFT Platform by linking your digital wallet(s) to buy, store, and make transactions with cryptocurrency. Before you buy or sell any digital asset, we'll ask you to download a supported electronic wallet extension and connect your digital wallets. Your orders are then processed through the extension.

(ii) **SOSH NFT PLATFORM IS NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR.** THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. SOSH FACILITATES TRANSACTIONS BETWEEN THE PURCHASER AND SELLER ON THE SOSH NFT PLATFORM BUT IS NOT A PARTY TO ANY AGREEMENT BETWEEN THE PURCHASER AND SELLER OF NFTs OR BETWEEN ANY USERS.

(iii) **YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE SOSH NFT PLATFORM.** NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, SOSH MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE SOSH NFT PLATFORM.

(b) **Transactions Are Conducted on the Blockchain.** While Sosh offers a marketplace for NFTs, it does not buy, sell or take custody or possession of any NFTs, nor does it act as an agent or custodian for any user of the Sosh NFT Platform. Instead, each NFT that is listed for sale will enable a blockchain-based smart contract deployed by Sosh to ensure that the purported seller owns such NFT. Each such NFT is transferred automatically upon consummation of its sale through the relevant blockchain network. If you elect to mint, buy, or sell any NFTs, any transactions that you engage in will be conducted solely through the relevant blockchain network governing such NFT. You will be required to make or receive payments exclusively through the cryptocurrency wallet you have connected to the Sosh NFT Platform. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Service. There may be royalties associated with the secondary sale of any NFT. You acknowledge and agree that the payment of any such royalty shall, in certain circumstances, be programmed to be self-executing via a blockchain network's nonfungible token standard or another means and Sosh does not have any control or ability to direct such funds or the obligation to collect such fees.

(c) **Terms Applicable to Purchasers and Sellers.** If you are using the Sosh NFT Platform to purchase NFTs, you are a "**Purchaser,**" and if you are using the Sosh NFT Platform to sell NFTs, you are a "**Seller.**" If you are either a Purchaser or Seller, you agree to the following additional terms:

(i) **Purchase Terms.** When the terms of sale for an NFT are displayed on the Sosh NFT Platform, all such terms are determined by the purchasers and sellers, and the sale and purchase of NFTs are subject to these terms (referred to as "Purchase Terms"), including matters such as the use of the NFT Content or associated benefits. Sosh is not a party to these Purchase Terms, as they are solely between the purchaser and the seller. Sosh is not responsible for ensuring compliance with these terms or mediating disputes related to them, including disputes regarding authenticity or intellectual property rights associated with the NFT. Purchasers and sellers are solely responsible for establishing, agreeing to, and enforcing Purchase Terms, as well as resolving disputes resulting from any breaches. Sellers must adhere to and fulfill the Purchase Terms for any NFTs they sell. When you purchase an NFT through the Sosh NFT Platform, you own all personal property rights to the electronic record comprising the NFT, allowing you to sell or otherwise dispose of it. However, unless explicitly stated in the Purchase Terms, these rights do not include ownership of the intellectual property rights in any NFT Content.

(ii) **Costs and Fees.** Transactions on the Sosh NFT Platform may incur fees that support the NFT creators and the Sosh NFT Platform. These fees include a flat minting fee for creating an NFT using the NFT minting contract, as well as a percentage of the total sale value for each NFT sold on the NFT marketplace contract. For example, if an NFT is sold for \$100 and the fee is 10%, the NFT marketplace contract will retain \$10 from the sale, and the seller will receive \$90 as revenue. Additionally, gas fees and hosting fees may apply, which users authorize Sosh to automatically charge or deduct from the amounts paid by the purchaser or received by the seller. It's important to note that payments made to creators do not include any Taxes, and Sosh bears no responsibility for the payment of such Taxes, which are the responsibility of the parties involved. Sellers or purchasers are responsible for covering all fees, Taxes, and gas fees associated with their transactions.

(iii) **Revenue Share and Fees.** Users receive revenue from the initial sale of their NFTs on the Sosh NFT Platform, minus the transaction fee. The transaction fee, agreed upon when listing the NFT for sale, represents a percentage of the revenue generated from the sale. This fee structure ensures that creators are compensated for their work while supporting the operation of the platform. The transaction fee may vary.

(d) **Taxes.** You bear full responsibility for all expenses associated with your use of the Sosh NFT Platform, as well as for identifying, collecting, reporting, and remitting all applicable Taxes. In this context, "Taxes" refers to taxes, duties, levies, tariffs, and other governmental fees that you may be legally obligated to collect and submit to governmental entities, along with any similar municipal, state, federal, and national indirect or other withholding taxes, as well as personal or corporate income taxes. It is your sole responsibility to maintain accurate records of all relevant tax matters and fulfill any reporting obligations related to your use of the Sosh NFT Platform. You must also ensure the accuracy of any information submitted to tax authorities, including data derived from the Sosh NFT Platform. We retain the right to disclose any activity conducted through the Sosh NFT Platform to relevant tax authorities as mandated by applicable laws.

(e) **Suspension or Termination.** We reserve the right to suspend or terminate your access to the Sosh NFT Platform at any time, in compliance with applicable laws, directives from governmental authorities, or if we, at our sole and reasonable discretion, determine that you are violating these Terms or the terms of any third-party service provider. Such suspension or termination does not constitute a breach of these Terms by Sosh. As part of our anti-money laundering, anti-terrorism, anti-fraud, and other compliance protocols, we may implement reasonable restrictions and controls on your or any beneficiary's ability to utilize the Sosh NFT Platform. These measures may include, under justified circumstances, rejecting transaction requests, freezing funds, or otherwise limiting your access to the Sosh NFT Platform.

6. User Generated Content

- (a) The Sosh Apps may contain reviews, comments, message boards, profiles, activity feeds, and other interactive features (collectively, "Interactive Sosh NFT Platform") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Generated Content") on or through the Sosh Apps. All User Generated Content must comply with the Content Standards set out in these Terms of Service. Any User Contribution you post to the Sosh Apps will be considered non-confidential and non-proprietary. By providing any User Contribution on the Sosh Apps, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material. Notwithstanding the foregoing, we reserve the right to remove one or more of your User Contributions for any reason or for no reason at our sole discretion.
- (b) You represent and warrant that:
 - (i) You own or control all rights in and to the User Generated Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
 - (ii) All of your User Generated Content do and will comply with these Terms of Service.

You understand and acknowledge that you are responsible for any User Generated Content you submit or contribute, and you, not the Sosh, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Generated Content posted by you or any other user of the Sosh Apps.

7. Content Standards: These content standards apply to any and all User Generated Content and use of the Sosh Apps. User-generated content must, in its entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Generated Content must not:

- (a) Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- (b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- (c) Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- (d) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict

with these Terms of Service and our Privacy Policy.

- (e) Be likely to deceive any person.
- (f) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- (g) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- (h) Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- (i) Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

8. License

(a) **License Grant.** Commencing at the time Sosh receives the associated payment for any Sosh Apps or Sosh NFT Platform, Sosh grants to User a non-exclusive, non-transferable, royalty free license to use the Sosh Apps or Sosh NFT Platform identified by Sosh as being in connection with its use of the Sosh Apps. Such license shall continue only for so long as necessary for User to utilize such Sosh Apps. Such license shall not extend beyond termination of this Terms of Service nor to any period during which User is in material breach under this Terms of Service.

(b) **Scope of Use.** Except in accordance with the terms herein or as reasonably required for User to avail itself of the intended functionality of the Sosh Apps as contemplated User will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, model structure, parameters, or underlying structure, ideas, know-how, or algorithms relevant to the Sosh Apps or any software, documentation, or data related to the Sosh Apps. This includes, but is not limited to, any proprietary aspects of machine learning models employed by the Sosh Apps; modify, translate, or create derivative works based on the Sosh Apps or use output from the Sosh Apps to develop models that compete with the Sosh and User shall not create derivative works based on the Sosh Apps (except to the extent expressly permitted by Sosh or authorized within the Sosh Apps); use the Sosh Apps otherwise for the benefit of a third party; or remove any proprietary notices or labels.

(c) **Sosh Policy; Applicable Law.** User represents, covenants, and warrants that User will use the Sosh Apps only in compliance with Sosh's standard published policies then in effect, including without limitation the Sosh's Privacy Policy as found at www.aurorahelps.app/privacy-policy (the "Policy")

9. Intellectual Property Rights

(a) User Ownership.

- i. As between User and Sosh, all right, title, and interest (including without limitation all Intellectual Property Rights) in and to User Content shall be and remain the sole and complete property of User. If the development of the Sosh Apps results in new derivative works of User Content that constitute audio or visual assets (excluding AI models), then all right, title, and interest in User Content Derivative Works (including all Intellectual Property Rights therein) shall belong to User and shall be deemed to be User Content for purposes of the licenses granted pursuant to the Terms. Sosh hereby irrevocably and exclusively grants, transfers, and assigns to User all Intellectual Property Rights that Sosh has, or may have, in or to User Content Derivative Works (excluding AI models). With respect to any so-called "moral rights" exercisable with respect to User Content Derivative Works (excluding AI models), Sosh hereby unconditionally waives such rights and the enforcement thereof.
- ii. Notwithstanding the above, in cases where customers receive the software for free in exchange for allowing the Sosh to train AI models on their User Content, the resulting AI models and any derived intellectual property shall be owned by the Sosh. This ownership is separate and distinct from User Content Derivative Works as specified in this clause.

b. **Permitted Activity.** Notwithstanding the foregoing, User acknowledges that Sosh may develop and distribute software and applications using Sosh Materials and that nothing in the Terms shall prevent the foregoing.

c. **Marks and other Intellectual Property.** All trademarks, service marks, trade names, domain names, slogans, logos, and other indicia of origin that appear on or in connection with any aspect

of the Sosh Apps are either the property of the Sosh, its affiliates or licensors. The Sosh retains the right to rescind and terminate the limited license granted hereunder at any point, for any reason. All rights not expressly granted herein by the Sosh to you are fully reserved by the Sosh, its advertisers and licensors. Some of the Sosh and product names, logos, brands, and other trademarks featured or referred to within the Sosh Apps may not be owned by us and are the property of their respective trademark holders. These trademark holders are not affiliated with, nor do they sponsor or endorse, the Sosh, the Sosh Apps, the Websites and/or our products and services.

- d. **Design and Sosh Development Tools.** Sosh has certain “Design and Development Tools” that it may from time to time use to perform the Sosh Apps and integrate into the Sosh Apps. Sosh will retain ownership of all of its Design and Development Tools, which are defined as: (i) any generic materials, information, inventions, methods, procedures, technology and know-how common to the software industry that do not embody and are not derived from the User Confidential Information or User Content; and (ii) any tools, both in executable code and source code form, which Sosh creates, licenses or develops. In no event will the Design and Development Tools include any User Content or User Confidential Information. In the event that Sosh incorporates any Design and Development Tools into the Sosh Apps, Sosh hereby grants the User a non-exclusive, transferable, sub-licensable, irrevocable, worldwide, fully-paid up, royalty-free license and right to use, display, perform, transmit, and otherwise exploit the Design and Development Tools in perpetuity, solely as part of the Sosh Apps, including any modifications to Sosh Apps. The User may not, however, reverse engineer, decompile, or disassemble the Design and Development Tools or otherwise attempt to derive the source code, or permit or encourage any third party to do any of the foregoing.

10. **Acceptable Use Policy and Sosh’ Enforcement Rights.** You agree not to do any of the following:

- (a) Use, display, mirror or frame the Sosh NFT Platform or any individual element within the Sosh NFT Platform, Sosh’ name, any Sosh trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Sosh’ express written consent;
- (b) Access, tamper with, or use non-public areas of the Sosh NFT Platform, Sosh’ computer systems, or the technical delivery systems of Sosh’ providers;
- (c) Attempt to probe, scan or test the vulnerability of any Sosh system or network or breach any security or authentication measures;
- (d) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Sosh or any of Sosh’ providers or any other third party (including another user) to protect the Sosh NFT Platform;
- (e) Attempt to access or search the Sosh NFT Platform or download content from the Sosh NFT Platform using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Sosh or other generally available third-party web browsers;
- (f) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- (g) Use the Sosh NFT Platform, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (h) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Sosh NFT Platform to send altered, deceptive or false source- identifying information;
- (i) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Sosh NFT Platform;
- (j) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail- bombing the Sosh NFT Platform;
- (k) Collect or store any personally identifiable information from the Sosh NFT Platform from other users of the Sosh NFT Platform without their express permission;
- (l) Impersonate or misrepresent your affiliation with any person or entity;
- (m) Create or list counterfeit items (including any NFTs);
- (n) Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control

("OFAC"), or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Sosh NFT Platform);

(o) Engage in wash trading, front running, pump and dump trading, ramping, cornering, or other deceptive or manipulative trading activities, including but not limited to: (i) trading an NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such NFT; (ii) unduly or improperly influencing the market price for such NFT or establishing a price which does not reflect the true state of the market in such NFT; (iii) executing or causing the execution of any transaction in an NFT which involves no material change in the beneficial ownership thereof; and (iv) 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 an NFT.

(p) Use the Sosh NFT Platform to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi (or decentralized finance) yield bonuses, staking bonuses, and burn discounts;

(q) Fabricate in any way any transaction or process related thereto;

(r) Place misleading bids or offers;

(s) Disguise or interfere in any way with the IP address of the computer you are using to access or use the Sosh NFT Platform or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Sosh NFT Platform;

(t) Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;

(u) Violate any applicable law or regulation; or

(v) Encourage or enable any other individual to do any of the foregoing.

Sosh is not obligated to monitor access to or use of the Sosh NFT Platform or to review or edit any content. However, we have the right to do so for the purpose of operating the Sosh NFT Platform, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Sosh NFT Platform. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on the Service is prohibited. If you have reason to believe that an asset listed on the Service was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being canceled, your assets being hidden, or you being suspended from the Sosh NFT Platform.

11. **DMCA Copyright Policy:** Sosh deals with copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA). Sosh respects the intellectual property of others and asks that users of our Sosh NFT Platform do the same. In accordance with the Digital Millennium Copyright Act (DMCA), if you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us the following:

- (a) a description of the copyrighted work or other intellectual property that you claim has been infringed.
- (b) a description of where the material that you claim is infringing is located on the Sosh NFT Platform.
- (c) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law.
- (d) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- (e) your address, telephone number, and email address; and
- (f) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement. It is the policy of the Sosh to disable the accounts of users who repeatedly post infringing material on the Sosh NFT Platform

12. **Links to Third Party Websites or Resources.** The Sosh NFT Platform (including the Apps) 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, websites, or links displayed on such resources or websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources or

websites. The Sosh NFT Platform doesn't cover interactions with our third-party API providers, each of which has its own terms. And remember, we're not a bank or financial institution, so we don't offer investment or financial advice.

13. **Termination.** Notwithstanding anything contained in these Terms, we may suspend, modify or terminate your access to and use of the Sosh NFT Platform and the applicability of these Terms at our sole discretion, at any time and without notice to you. You may disconnect your digital wallet at any time. You acknowledge and agree that we shall have no liability or obligation to you in such an event and that you will not be entitled to a refund of any amounts that you have already paid to us or any third party, to the fullest extent permitted by applicable law. Expiration or termination of this Agreement will not relieve either Party of any liability that has accrued as of the date of expiration or termination.

14. **Warranty Disclaimers.** THE SERVICES PROVIDED, INCLUDING THE SOFTWARE, PROMOTIONS TOOL, ANY CONTENT CONTAINED WITHIN, AND ANY NFTS (INCLUDING ASSOCIATED NFT CONTENT) LISTED THEREIN, ARE OFFERED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SOSH (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SOSH DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDING THE SERVICES, ANY CONTENT CONTAINED WITHIN, AND ANY NFTS LISTED THEREIN.

WE ALSO EXPLICITLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY ASSOCIATED WITH THIRD-PARTY SERVICES. NEITHER THE CONTENT HEREIN NOR ANY UTILIZATION OF THE SERVICES IN CONJUNCTION WITH THIRD-PARTY SERVICES IMPLIES OUR ENDORSEMENT, RECOMMENDATION, OR ANY OTHER FORM OF AFFILIATION WITH SUCH THIRD-PARTY SERVICES.

SOSH NOT ASSERT OR GUARANTEE THAT ANY CONTENT ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR FREE FROM ERRORS. WE WILL NOT BE HELD LIABLE FOR ANY LOSS RESULTING FROM ANY ACTION TAKEN OR REFRAINED FROM IN RELIANCE ON MATERIAL OR INFORMATION FOUND ON THE SERVICES. WHILE SOSH STRIVES TO ENSURE THE SAFETY OF YOUR ACCESS TO AND UTILIZATION OF THE SERVICES AND ANY CONTENT THEREIN, WE CANNOT ASSURE OR WARRANT THAT THE SERVICES, ANY CONTENT WITHIN, ANY NFTS LISTED THEREIN, OR OUR SERVERS ARE DEVOID OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE ARE UNABLE TO ENSURE THE SECURITY OF ANY DATA DISCLOSED ONLINE. BY PROVIDING INFORMATION AND ENGAGING IN ONLINE TRANSACTIONS OVER THE INTERNET, YOU ACKNOWLEDGE AND ACCEPT THE INHERENT SECURITY RISKS, AND YOU WILL NOT HOLD US RESPONSIBLE FOR ANY SECURITY BREACHES.

SOSH WILL NOT BE HELD RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND ASSUME NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERRORS SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) ISSUES WITH BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS, OR CORRUPTED FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY ACTIVITIES OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING, BRUTE-FORCING, OR OTHER MEANS OF ATTACK.

1. NFTS ARE INTANGIBLE DIGITAL ASSETS, EXISTING SOLELY THROUGH THE OWNERSHIP RECORD MAINTAINED WITHIN THE RELEVANT BLOCKCHAIN NETWORK. ANY TRANSFER OF OWNERSHIP RIGHTS IN ANY UNIQUE DIGITAL ASSET TAKES PLACE ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE CANNOT ENSURE THAT WE CAN FACILITATE THE TRANSFER OF OWNERSHIP OR RIGHTS IN ANY NFTS OR OTHER DIGITAL ASSETS, NOR GUARANTEE THE SUCCESS OF ANY ASSOCIATED PAYMENT.
2. YOU ARE ENTIRELY RESPONSIBLE FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU ACQUIRE THROUGH THE SERVICES. DESPITE ANY INDICATORS OR MESSAGES THAT MAY IMPLY VERIFICATION, SOSH DOES NOT MAKE ANY ASSERTIONS REGARDING THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS AVAILABLE ON THE SERVICES.

THE SERVICES MAY BECOME UNAVAILABLE DUE TO VARIOUS FACTORS, INCLUDING, BUT NOT LIMITED

TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED EVENTS, ACTS OF NATURE, UNAUTHORIZED ACCESS, VIRUSES, DENIAL-OF-SERVICE ATTACKS, TECHNICAL MALFUNCTIONS OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTIONS. THEREFORE, WE EXPLICITLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF THE SERVICES ARISING FROM SUCH FACTORS. WE DO NOT GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. IT'S IMPORTANT TO NOTE THAT SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT BE APPLICABLE TO YOU.

15. **Assumption of Risk.** You accept and acknowledge:

- (a) The values and market activity of cryptocurrency assets (including NFTs) tend to swing wildly. Changes in the value of other digital assets could significantly impact the NFTs offered via the Sosh NFT Platform, which themselves may experience considerable price swings. While we can't assure that purchasers of NFTs won't face losses, it's important to be aware of the inherent unpredictability in these markets.
- (b) You are solely responsible for determining the Taxes that may apply to your transactions through the Sosh NFT Platform. Neither Sosh nor any Sosh affiliates are responsible for determining the Taxes that apply to such transactions.
- (c) The transfer of cryptocurrency assets takes place within the underlying Blockchain and not directly on the Sosh NFT Platform. Transactions involving NFTs may be irreversible, meaning that losses resulting from fraudulent or accidental transactions may not be retrievable. Additionally, certain transactions in NFTs are considered completed upon being recorded on a public ledger, which may not align with the date or time when you initiated the transaction.
- (d) There are inherent risks when using an Internet-based currency, which include, but are not limited to, potential issues with hardware, software, and Internet connections, as well as the risk of encountering malicious software and unauthorized access by third parties to information stored in your wallet. You acknowledge and agree that Sosh will not be held responsible for any communication failures, disruptions, errors, distortions, or delays you may encounter while using the Sosh NFT Platform for transactions, regardless of their cause.
- (e) If distributed ecosystems face a lack of utilization or public interest in their creation and development, it could have adverse effects on their growth and the associated applications. Consequently, this could also diminish the potential utility or value of a particular NF.
- (f) The regulatory landscape concerning blockchain technologies, cryptocurrencies, and tokens remains uncertain, with the potential for new regulations or policies to significantly impact the development of the Sosh NFT Platform and the utility of NFTs.
- (g) The Sosh NFT Platform might depend on third-party platforms to conduct transactions involving cryptocurrency assets. If we fail to maintain favorable relationships with these platform providers, or if there are alterations in their terms, pricing, or market position, or if we breach or cannot adhere to their terms and conditions, or if any of these platforms experience a decline in market share, popularity, or availability for an extended duration, it could adversely affect access to and utilization of the Service.
- (h) There are inherent risks involved in acquiring user-generated content, including the potential purchase of counterfeit or mislabeled assets, assets susceptible to metadata decay, assets governed by smart contracts with flaws, and assets that could become untransferable. Sosh retains the authority to conceal collections, contracts, and assets affected by these or other issues. Assets you acquire may become unavailable on Sosh. However, the inability to view or access your assets on Sosh shall not, under any circumstances, be construed as a basis for a claim against Sosh.
- (i) By accessing and utilizing the Sosh NFT Platform, you affirm that you comprehend the inherent risks associated with cryptographic and blockchain-based systems, and that you possess a functional understanding of digital assets. Such systems may contain vulnerabilities, failures, or exhibit abnormal behavior. Sosh bears no responsibility for any issues pertaining to Blockchains or other blockchain-based networks, including forks, technical node issues, or any other occurrences resulting in fund, NFT, or Rewards losses. You acknowledge that the cost and speed of transactions involving cryptographic and blockchain-based systems like Ethereum may fluctuate and escalate unpredictably. Moreover, you recognize the risk that the value of your digital assets may decrease or become entirely depleted while in transit to or from the Sosh NFT Platform. You further concede that

we hold no liability for these variables or risks and cannot be held accountable for any resulting losses you may incur while accessing the Sosh NFT Platform. Consequently, you comprehend and agree to assume complete responsibility for all risks associated with accessing, utilizing, and interacting with the Sosh NFT Platform.

16. Indemnity.

(a) You agree to indemnify, defend (if chosen by Sosh), and absolve Sosh and its officers, directors, employees, and agents from and against any claims, disputes, demands, liabilities, damages, losses, and associated costs and expenses, including but not limited to reasonable legal and accounting fees, arising directly or indirectly from (a) your access to or use of the Sosh NFT Platform, (b) your NFT Content, or (c) your violation of these Terms. Without the prior written consent of Sosh, you are not permitted to settle or otherwise resolve any claim falling under this section.

(b) You will indemnify and keep Sosh and its officers, directors, employees, and agents free from any claims, disputes, demands, liabilities, damages, losses, and associated costs and expenses, including reasonable legal and accounting fees, arising directly or indirectly from your breach of your representations and warranties.

17. Limitation of Liability.

(a) Exclusion of Certain Types of Damages. To the maximum extent permitted under applicable law, in no event will the Company be liable to you for any indirect, special, incidental, or consequential damages or for any business losses or loss of profit, revenue, contracts, data, goodwill or other similar losses or expenses that arise out of or relate to the use of or inability to use the Sosh NFT Platform, including without limitation damages related to any information received from the Sosh NFT Platform, removal of your profile information or review (or other content) from the Sosh NFT Platform, any suspension or termination of your access to the Sosh NFT Platform, or any failure, error, omission, interruption, defect, delay in operation or transmission of the Sosh NFT Platform, even if we are aware of the possibility of any such damages, losses or expenses. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) Limit on Our Liability to You. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY IN ANY MATTER ARISING FROM OR RELATING TO THE PLATFORM OR THESE TERMS EXCEED THE AMOUNTS PAID BY YOU TO COMPANY (SPECIFICALLY EXCLUDING AMOUNTS PAID TO PROVIDERS) DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO LIABILITY OR, IF YOU HAVE NOT PAID COMPANY FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$100.00 USD (OR EQUIVALENT IN LOCAL CURRENCY).

(c) No Liability for Non-Company Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE PLATFORM, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM RELIANCE ON INFORMATION OR CONTENT POSTED ON OR TRANSMITTED THROUGH THE PLATFORM, OR FOR ANY INTERACTIONS WITH OTHER USERS OF THE SOSH NFT PLATFORM, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS OR PROVIDERS WHO ATTEMPT TO DEFRAUD OR HARM YOU.

IF YOU HAVE A DISPUTE WITH A PROVIDER, YOU AGREE TO RELEASE THE COMPANY FROM ALL CLAIMS, DEMANDS AND DAMAGES OF EVERY NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN NO EVENT WILL THE COMPANY BE LIABLE FOR DIRECT OR INDIRECT CONSEQUENCES OF AN END USER OR PROVIDER FAILING TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

18. Geographic Restrictions: The Company is based in the State of New York in the United States. The Company makes no claims that the Sosh NFT Platform or any of their Content are accessible or appropriate outside of the United States. Access to the SOSH Platform may not be legal by certain persons or in certain countries. If you access the Sosh NFT Platform from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

19. Dispute Resolution

PLEASE READ THIS “DISPUTE RESOLUTION” SECTION CAREFULLY. IT LIMITS THE WAYS YOU CAN SEEK RELIEF FROM OFFER1 AND REQUIRES YOU TO ARBITRATE DISPUTES ON AN INDIVIDUAL BASIS

Any claim or dispute relating in any way to your use of the Website, or to any products or services sold or distributed by the Website shall be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no jury or judge in arbitration, and court review of an arbitration award is limited. However, arbitrators can award on an individual basis the same damages and relief as a court could (including declaratory and injunctive relief or statutory damages) and must follow the terms of these Terms of Service as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Offer1. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by based on written submissions, telephone or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

20. Governing Law and Jurisdiction

- (a) All matters relating to the Website and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
- (b) Subject to the binding arbitration required in the Dispute Resolution provision above, any legal suit, action, or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York, in each case located in the City of New York, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

21. General Terms.

- (a) **Reservation of Rights.** Sosh Sosh and its licensors hold exclusive ownership over all rights, titles, and interests pertaining to the Sosh NFT Platform, encompassing associated intellectual property rights. You duly recognize that the Sosh NFT Platform is safeguarded by copyright, trademark, and various other legal statutes within the United States and internationally. You consent to refrain from altering, removing, or obscuring any copyright, trademark, service mark, or other proprietary notices integrated within or accompanying the Sosh NFT Platform.
- (b) **Disclosures.** You recognize and consent to the possibility of situations arising, particularly in connection with your transactions on the Sosh NFT Platform, which could give rise to actual or potential conflicts of interest between your interests and those of others, including other users, counterparties, or Sosh. Sosh adheres to a conflicts of interest policy to guide its management of any such actual or potential conflicts. Should circumstances arise where an actual or potential conflict of interest between yourself and Sosh exists, Sosh will take appropriate measures to ensure equitable treatment for you. You acknowledge and accept that Sosh and its affiliates retain the discretion to maintain commercial ties with third parties, such as liquidity providers or executing dealers. These third parties may engage in transactions with you regarding any purchase or sale activities, from which Sosh and/or its affiliates may derive financial and other advantages.
- (c) **Entire Agreement.** These Terms of Service and the Privacy Policy constitute the sole and entire agreement between you and Sosh, Inc., regarding the Sosh NFT Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.

(d) **Notices**. Except as otherwise set forth in Section 18(a), any notices or other communications provided by Sosh under these Terms will be given: (i) via email; or (ii) by posting to the Sosh NFT Platform. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(e) **Waiver of Rights**. Sosh' failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Sosh. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

22. **Contact Information.** If you have any questions about these Terms or the Sosh NFT Platform, please contact Sosh at support@soshnft.io.