

TERMS & CONDITIONS

SACRED is a non-fungible token (“NFT”), digital artwork collection, and Web3-based community running on the blockchain and related applications (collectively, “SACRED”). This website is only an interface, allowing users to exchange NFTs and digital collectibles. Users of this website, including but not limited to, you, are entirely responsible for the safety and management of their own private digital wallets and personally identifiable information on a blockchain network, as well as validating all transactions and contracts generated by this website or any related third-party before approval. Further, as SACRED operates on a blockchain network, there is no ability to undo, reverse, or restore any transaction. This website and all of its connected services are provided “as is” and “as available” without warranty of any kind. By using this website, you are accepting sole responsibility for any and all transactions involving SACRED. These Terms & Conditions shall govern you, and are subject to change without notice. For clarity, if there is any conflict, these Terms & Conditions will control.

1. OWNERSHIP.

- A. Your Ownership. Each NFT of SACRED is on a blockchain (“SACRED NFT”). When you purchase or receive any SACRED NFTs, you may own the underlying SACRED NFT to the extent provided herein. Ownership of the NFT may be mediated by the contract and the blockchain network. Notwithstanding violations of the Terms & Conditions, as solely determined by SACRED, and SACRED NFT LLC, a Wyoming limited liability company, at no point may we seize, freeze, or otherwise modify the ownership of any SACRED NFT.
- B. Personal Use. Subject to your continued compliance with these Terms & Conditions, SACRED and SACRED NFT LLC, grants you a worldwide, royalty-free license to use, copy, and display the purchased art, along with any extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your SACRED, provided that the marketplace cryptographically verifies each SACRED NFT owner’s rights to display the art for SACRED to ensure that only the actual owner can display the art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or your participation with SACRED, provided that the website/application cryptographically verifies each of SACRED and SACRED NFT owner’s rights to display the art for SACRED to ensure that only the actual owner can display the art, and provided that the art is no longer visible once the owner of SACRED leaves the website/application.
- C. Commercial Use. Subject to your continued compliance with these Terms & Conditions, SACRED NFT LLC grants you an unlimited, worldwide license to use, copy, and display the purchased art for the purpose of creating derivative works based upon the art (“Commercial Use”). Examples of such Commercial Use would be the use of the art to produce and sell merchandise products displaying copies of the art. For the sake of clarity, nothing in this Section will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of SACRED generally, provided that the marketplace cryptographically verifies each of SACRED owner’s rights to display the art for their SACRED to ensure that only the actual owner can display the art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of SACRED generally, provided that the third party website or application cryptographically verifies each SACRED owner’s rights to display the art for their SACRED to ensure that only the actual owner can display the art, and provided that the art is no longer visible once the owner of the purchased SACRED leaves the website/application; or (iii) earning revenue from any of the foregoing.
- D. Intellectual Property. Other than the rights to the art, nothing herein gives you any rights to any other trademarks, trade dress, copyrights, or other intellectual property rights belonging to SACRED and SACRED NFT LLC, including, without limitation, to SACRED or SACRED

NFTs, and the associated logos and any other intellectual property. All of these rights are expressly reserved in the name of SACRED and SACRED NFT LLC.

- E. **Morals Violation.** As used herein, the term “Morals Violation” refers to (i) any felonious act, any act involving moral turpitude, any criminal charges involving a minor, and any act that does not align with the SACRED mission or core values at SACRED and SACRED NFT LLC’s sole discretion; and (ii) any situation or occurrence otherwise tending to bring you or SACRED or SACRED NFT LLC in a negative light, public disrepute, scandal, or ridicule. This includes but is not limited to usage of the SACRED or SACRED NFTs and interaction with the SACRED community or related platforms and channels, such as chatrooms and events. For illustrative purposes only, SACRED is dedicated to provide its owners with a sacred space for innovation, education and expression. SACRED has listed its mission and community guidelines on its website, subject to change, which include, but are not limited to, the following: (i) Promoting collaboration over competition; (ii) To bridge communities and create a Sacred space that is inclusive, safe, and respectful; (iii) To center [the SACRED] community in grounded education, and spiritual expansion; and (iv) To [endeavor to connect] in real life through exclusive healing retreats. In the event you directly or indirectly commit a Morals Violation, SACRED and SACRED NFT LLC, in their sole discretion, shall have the right to legal and equitable remedies including but not limited to an injunction, freeze of the SACRED or SACRED NFT, a taking of the SACRED or SACRED NFT, and to immediately terminate or suspend your user account without liability, penalty, or further obligation to SACRED and SACRED NFT LLC.
- F. **Access to Ownership.** You hereby acknowledge and agree that SACRED and SACRED NFTs may be subject to lists and approvals in order to enable users to obtain ownership in SACRED and SACRED NFT LLC’s sole discretion. SACRED and SACRED NFT LLC may also select user to own SACRED and SACRED NFTs, through any process of their choosing, randomized or otherwise, subject to change without notice.
- G. **Feedback.** You may choose to submit comments, bug reports, ideas or other feedback about the website, including without limitation about how to improve the website (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without additional compensation to you, and you hereby grant SACRED and SACRED NFT LLC, a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the feedback for any purpose.

2. YOUR OBLIGATIONS.

You are solely responsible for your own conduct while accessing or using the website, and your use of SACRED or SACRED NFTs and for any consequences thereof. You agree to use the website only for purposes that are legal, proper and in accordance with these Terms & Conditions and any applicable laws or regulations. You further agree that your usage of SACRED or SACRED NFTs may be subject to terms. By way of example, and not as a limitation, you may not and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person; (iv) upload, post, transmit or otherwise make available through the Website any content that infringes the intellectual property or proprietary rights of any party or otherwise violates the legal rights of others; (v) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vi) interfere with other users' use of the website; (vii) use the website for any unauthorized commercial purpose; (viii) modify, adapt, translate, or reverse engineer any portion of the website; (ix) remove any copyright, trademark or other proprietary rights notices contained in or on the website or any part of it; (x) use any technology to collect information about the website’s for any unauthorized

purpose; (xi) access or use the website for the purpose of creating a product or service that is competitive with any of our products or services. If you engage in any of the activities prohibited by this Section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account without liability, penalty, or further obligation to SACRED or SACRED NFT LLC.

3. FEES AND PAYMENT.

- A. If you elect to purchase or receive any SACRED or SACRED NFT through the website, any financial transactions that you engage in will be conducted through the blockchain network. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. 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 or any other transactions that you conduct via the blockchain network.
- B. Blockchains may require the payment of a transaction fee (a "Gas Fee") or other fees for every transaction that occurs on the blockchain network. The Gas Fee funds the network of computers that run the decentralized blockchain network. This means that you will need to pay a Gas Fee or other fees for each transaction.

4. OWNERSHIP.

- A. Eligibility. By owning any SACRED or SACRED NFT you may be eligible for certain benefits, promotions, and giveaways, solely at the discretion of SACRED NFT LLC and subject to change without notice.
- B. Projects. For the avoidance of doubt, you understand that SACRED NFT LLC may encompass different NFTs, digital artwork, projects, and collaborations that you may not have access to with ownership. Different projects may include but are not limited to a Decentralized Autonomous Organization ("DAO"), communities, events, health retreats, chat forums and platforms, metaverse or related Web3 projects, and/or any other projects.
- C. Access. You understand that SACRED ownership does not guarantee access to any additional benefits beyond ownership, which are to be provided at the sole discretion of SACRED and SACRED NFT LLC, subject to change without notice, including but not limited to events such as a health retreat, metaverse, Web3, DAOs, communities, which are all at the sole discretion of SACRED and SACRED NFT LLC, subject to change without notice.
- D. Additional Developments. All additional developments are subject solely within SACRED and SACRED NFT LLC's discretion, subject to change without notice.
 - i. SACRED may retain a third or more of the resale royalties of SACRED sales to be invested or the proceeds voted on by the SACRED owners and/or community, subject to change without notice. SACRED may also allocate re-sales and royalties at its sole discretion to many parties or no parties at all.
 - ii. A spot in the Metaverse or web 3.0 or similar may be developed at a later date for SACRED owners, subject to change without notice.
 - iii. SACRED may initiate further developments. Owners of SACRED collection may have an advantage.

5. DISCLAIMERS.

- A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE WEBSITE IS AT YOUR SOLE RISK, AND THAT THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO

APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE WEBSITE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE WEBSITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SACRED NFT LLC, SACRED, AND ALL SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE WEBSITE AND SACRED AND SACRED NFTS WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE WEBSITE WILL BE ACCURATE, (III) THE WEBSITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE WEBSITE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

- B. YOU ACCEPT THE SECURITY RISKS, INHERENT OR OTHERWISE, OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT SACRED NFT LLC AND SACRED HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFULL MISCONDUCT.
- C. SACRED AND SACRED NFT LLC WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF A BLOCKCHAIN NETWORK NOR DO WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES REGARDING ANY CONTRACTS.

6. LIMITATIONS OF LIABILITY.

- A. SACRED and SACRED NFT LLC are not responsible for any incorrect or inaccurate information, whether caused by website users, or tampering or hacking, or by any of the equipment or programming associated with or utilized in the sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the website. SACRED and SACRED NFT LLC are further not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this sweepstakes or downloading materials from or use of the website. If, for any reason, the sweepstakes is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of SACRED or SACRED NFT LLC, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this sweepstakes, SACRED and SACRED NFT LLC reserves the right at its sole discretion to cancel, terminate, modify or suspend any sweepstakes or any drawings and selections.
- B. IN NO EVENT WILL SACRED AND SACRED NFT LLC, ITS LICENSEES, OR THEIR PARENTS, AFFILIATES, SUBSIDIARIES, CONTRACTORS, AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF SACRED'S WEBSITE OR THE DOWNLOADING FROM OR COPYING MATERIAL DOWNLOADED

FROM SAID SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

- C. YOU ACKNOWLEDGE AND AGREE THAT SACRED MADE THE WEBSITE AVAILABLE TO YOU AND YOU ENTERED INTO THESE TERMS & CONDITIONS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU WITHOUT THESE LIMITATIONS. YOU FURTHER UNDERSTAND AND AGREE THAT SACRED AND SACRED NFT LLC, ITS EMPLOYERS, CONTRACTORS, PARENTS, OR AFFILIATES WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, TO THE EXTENT CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF SACRED OR SACRED NFT LLC HAS BEEN ADVISED OF SUCH DAMAGES.
- D. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS & CONDITIONS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE WEBSITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID TO US UNDER THESE TERMS & CONDITIONS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$100 USD (ONE HUNDRED DOLLARS).

7. ASSUMED RISKS.

You further acknowledge and accept each of the following:

- A. If you sell, gift, or transfer any SACRED or SACRED NFT, please be advised that the transfer and ownership of SACRED or SACRED NFTs are at your own risk, and prices of NFTs may be extremely volatile and fluctuations in the cryptocurrency prices and other NFTs could impact the price of your SACRED positively or negatively. Given the volatility, NFTs such as SACRED should not be considered an investment and you assume all risks.
- B. Ownership of SACRED confers ownership of that artwork only. Accordingly, no information on this website is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this website qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. Due to the artistic nature of the project SACRED has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of SACRED and the associated art is in compliance with laws and regulations.
- C. You assume all risks associated with using NFTs, Web3, and cryptocurrency, including, but not limited to, the risk of hardware, software and internet connections, the risk of malicious

software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.

- D. NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value of SACRED. You understand and accept all risk in that regard.
- E. You assume all responsibility for any adverse effects of disruptions or other issues impacting blockchain or the blockchain platform.

8. INDEMNIFICATION.

You agree to hold harmless and indemnify SACRED and SACRED NFT LLC, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the website, or (iii) your violation of applicable laws, rules or regulations in connection accessing or use of the website.

9. MINORS.

You must be at least 18 years old to access this website or purchase SACRED or SACRED NFTs. If you are under 18 years old, you are not permitted to use this website for any reason. By accessing the website or partaking in SACRED or SACRED NFTs, you represent and warrant you are at least 18 years of age.

10. CHANGES TO TERMS & CONDITIONS.

We may make changes to the Terms & Conditions and Conditions at our discretion. Therefore, you agree to check these Terms & Conditions periodically from time to time for changes. Any changes to the Terms & Conditions will apply on the date that they are made, and your continued access to or use after the Terms & Conditions have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms & Conditions, you may not access or use the website.

11. DISPUTE RESOLUTION.

All disputes arising out of or in connection with these Terms & Conditions, including without limitation your access or use of the website and SACRED or SACRED NFTs, or to any other products or digital goods sold or distributed through the website, will be referred to and finally resolved by arbitration under the rules of the American Arbitration Association (the "AAA"). The case will be adjudicated by a single arbitrator and will be administered by the American Arbitration Association in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings. The place of arbitration will be New York, New York. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, we may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction. WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS, INCLUDING WITHOUT LIMITATION TO DISPUTES RELATED TO THE WEBSITE OR ANY PRODUCTS OR GOODS SOLD, TRANSFERRED, OR DISTRIBUTED THROUGH THE WEBSITE, OR ANY CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.