

TERMS AND CONDITIONS FOR THE ONLINE SALE OF ELECTRONIC ART, NFTS AND OTHER ITEMS

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE WAIVER OF AND JURY TRIAL AND THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FOR ITEMS FROM THIS WEBSITE, YOU AFFIRM THAT 1. YOU ARE AT LEAST 18 YEARS OF AGE; 2. YOU HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT; 3. YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS; AND 4. YOU HAVE THE LEGAL AUTHORITY TO (A) BIND THE ORGANIZATION OR COMPANY ON WHOSE BEHALF YOU PLACED AN ORDER TO THESE TERMS AND (B) COMPLETE THE ORDER.

YOU MAY NOT ORDER NOR OBTAIN ITEMS FROM THIS WEBSITE IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT AT LEAST 18 YEARS OF AGE AND HAVE THE LEGAL CAPACITY TO FORM A BINDING CONTRACT WITH US OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, ITEMS BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of Items through www.NFTsRealm.com (the "**Site**"). These Terms are subject to change by NFTs Realm LLC (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms prior to purchasing any Items that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy from a third-party provider all electronic art, nfts or other Items or services (collectively "**Items**") listed in your order. Third party providers offering Items on the Site are referred to as "**Sellers**". All orders must be accepted by the Seller. We have no control over the acceptance or rejection of any order as our role is a facilitator of transactions between parties. When accepted, we will send you a confirmation email with your order number and details of the items you have ordered.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Site are subject to change without notice. Prices are set by the Seller. The price charged for a Item or service will be the price advertised on this Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. Posted prices do not include taxes, transaction fees, gas charges or charges for shipping and handling (collectively “**Transaction Fees**”). All Transaction Fees will be your responsibility and added to your costs. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. Sellers are required to honor the prices and terms posted on the Site but we cannot guaranty compliance. All disputes between you and a Seller regarding price and terms are between you and the Seller.

(b) Terms of payment are within our sole discretion and payment must be received by us before completion of an order. You represent and warrant that for any payment method used, (i) the information you supply to us is true, correct and complete, (ii) you are duly authorized to use such payment method for the purchase, (iii) you will pay charges incurred by you at the posted prices plus Transaction Fees regardless of whether the amount is quoted on the Site at the time of your order.

4. Delivery. All delivery related matters will be arranged between you and the Sellers. Please check the individual Item page for specific delivery options and costs to you. We are not responsible for delays or any other matter related to delivery.

5. Returns and Refunds. **WE WILL NOT ACCEPT A RETURN OF ANY ITEMS AND WILL ISSUE NO REFUNDS.** All post sale matters should be addressed directly with the Seller from whom the Item purchased.

6. Manufacturer's Warranty and Disclaimers.

(a) We do not create, manufacture or control any of the Items offered on our Site. The availability of Items through our Site does not indicate an affiliation with or endorsement of any Item, service, or manufacturer, although for some services, affiliated companies may be used. We do not provide any warranties with respect to the Items offered on our Site even if the services are performed by an affiliated company.

(b) **ALL ITEMS OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(c) **YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE SELLER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.**

7. Limitation of Liability.

(a) **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF, OR IN ANY WAY RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

(b) **OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE ITEMS YOU HAVE ORDERED THROUGH OUR SITE.**

(c) **YOU FURTHER AGREE THAT BUT FOR YOUR ACCEPTANCE OF THE DISCLAIMERS AND LIMITATIONS DESCRIBED IN PARAGRAPHS 6 AND 7, WE WOULD NOT HAVE ACCEPTED YOUR OFFER TO PURCHASE FROM THE SITE.**

8. Privacy. We respect your privacy and are committed to protecting it. Our *Privacy Policy* governs the processing of all personal data collected from you in connection with your purchase of Items through the Site.

9. Governing Law and Venue. All claims, disputes, controversies, demands, interpretations or other matters related to these Terms (collectively "**Disputes**") are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. The exclusive venue for all Disputes shall be in Houston, Texas.

10. Waiver of Jury Trials and Binding Arbitration.

(a) **YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE DISPUTES IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

EXCEPT FOR ANY DISPUTE RELATED TO YOUR FAILURE TO PAY UNDER THESE TERMS, ALL OTHER DISPUTES (WHETHER IN

CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF ITEMS THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. DISPUTES RELATED TO YOUR FAILURE TO PAY SHALL BE BROUGHT EXCLUSIVELY IN STATE OR FEDERAL COURTS IN HOUSTON, TEXAS. YOU HEREBY WAIVE ANY CHALLENGE TO BOTH JURISDICTION AND VENUE IN STATE OR FEDERAL COURTS IN HOUSTON, TEXAS.

(b) The arbitration will be held in Houston, Texas and administered by the Houston, Texas office of the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes, the International Commercial Arbitration Supplementary Procedures and the Supplementary Rules for Class Arbitrations.

The arbitrator will have exclusive authority to resolve any disagreement relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

Except for the exchange of relevant, material and non-privileged documents between the parties, there shall be no interrogatories, depositions or other discovery in any arbitration hereunder.

The statute of limitations to file any Dispute shall be 6 months from the date the facts, events, transactions or occurrence giving rise to the Dispute occurred. If not brought within 6 months after the event or occurrence giving rise to the Dispute, the Dispute shall be permanently barred.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

11. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 11 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

12. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any

right or provision will be effective only if in writing and signed by our duly authorized representative.

13. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

14. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as by personal delivery, overnight courier or registered or certified mail to NFTs Realm LLC 23 W. Trace Creek Dr., Spring, Texas 77381. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective upon receipt. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

15. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

16. Entire Agreement. Our order confirmation email, these Terms, our Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters related to these Terms and your use of the Site.