

NICE FUN ZOMBIES TERMS OF SERVICE AND CONDITIONS OF USE

This document is an agreement (the “**Agreement**”) between you and Nice Fun Zombies, (the “**Company**,” “**we**,” “**us**,” and “**our**”) that governs the relationship between you and us with respect to your access and use of the NFTs, Company Materials, and Online Services. Your access and use of the NFTs, Company Materials, and Online Services is subject to your full compliance with the Agreement and constitutes your binding acceptance of the Agreement, including all updates, if any. BEFORE USING THE ONLINE SERVICES, NFTS, COMPANY MATERIALS, OR ANY PORTION THEREOF, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BOUND BY ALL OF THESE TERMS OF THE AGREEMENT.

By using the Online Services, Company Materials, or NFTs, you affirm that you are of legal age to enter into this Agreement, you accept and are bound by this Agreement. You affirm that if you are using the Online Services, Company Materials, or NFTs on behalf of an organization or company, you have the legal authority to bind any such organization or company to this Agreement.

You may not use the Online Services, Company Materials, or NFTs, if you: (i) do not agree to this Agreement; (ii) are not of the age of majority in your jurisdiction of residence; or (iii) are prohibited by applicable law from accessing or using the Online Services, Company Materials, or NFTs, or any of their contents, products, or services.

I. Description of NFTs and Online Services

Nice Fun Zombies is a collection of blockchain-tracked, non-fungible tokens, such as those conforming to the ERC-721 standard, (each an “**NFT**” and collectively, the “**NFTs**”) of digital art on the Ethereum blockchain. By accessing our internet locations (including, without limitation, our website, social media channels, Discord, etc.) or other digital asset including any NFTs, you may obtain information about us.

Subject to your full compliance with this Agreement, we will offer to provide certain products, services, and websites (collectively the “**Online Services**”). Online Services shall include, but not be limited to, any service or content we provide to you, and any other materials displayed or performed by us. Except as otherwise set forth in the Agreement, we reserve the right to change, suspend or discontinue, without prior notice or liability, the Online Services at any time.

With respect to any purchase, sale, transfer, or other transaction you conduct with any NFT, you acknowledge and accept that it is your sole responsibility to ensure that any subsequent purchaser or owner of the NFT is on notice of and agrees to be bound by the terms of this Agreement.

II. Ownership and Intellectual Property

Definitions. “**Art**” means any art, design, and drawings (in any form or media, including, without limitation, video or photographs) that may be associated with an NFT that you Own. “**Own**” means, with respect to an NFT, your purchasing or rightful acquiring of such NFT from a legitimate source, where proof of such purchase is recorded on the relevant blockchain. “**Purchased NFT**” means an NFT that you Own. “**Extensions**” means designs that: (i) are

intended for use as extensions or overlays to the Art, (ii) do not modify the underlying Art, and (iii) can be removed at any time without affecting the underlying Art. “**Third Party IP**” means any third party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

When you purchase an NFT in accordance with this Agreement and from a legitimate source, you Own the Purchased NFT. This means that you have the right to swap your Purchased NFT, sell it, or give it away.

You acknowledge and agree that Company owns all legal right, title and interest in and to the Art, and all intellectual property rights therein. The rights that you have in and to the Art are limited to those described in this Agreement.

You acknowledge and agree that we own all legal right, title and interest in and to all elements of the Online Services, and all intellectual property rights therein (including, without limitation, all Art, designs, systems, methods, information, content, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Online Services (collectively, the “**Company Materials**”)). You acknowledge that the Company Materials are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Company Materials are the copyrighted property of us, and all trademarks, service marks, and trade names associated with the Online Services or otherwise contained in the Company Materials are proprietary to us.

Except as expressly granted to you in this Agreement, Company expressly reserves all rights in and to any of our property, intellectual property, and any rights thereto, including, without limitation, the Company Materials, Online Services, and Art. For the avoidance of doubt, you understand and agree: (1) that your purchase of an NFT, whether via the Online Services or otherwise, does not give you any rights or licenses in or to the Company Materials (including, without limitation, our copyright in and to the associated Art) other than those expressly contained in this Agreement; (2) that you do not have the right, except as otherwise set forth in this Agreement, to reproduce, distribute, or otherwise commercialize any elements of the Company Materials (including, without limitation, any Art) without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion; and (3) that you will not apply for, register, or otherwise use or attempt to use any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

Personal Use. Subject to your continued compliance with this Agreement, we hereby grant to you a worldwide, non-exclusive, royalty-free license to use, copy, and display the Art for your Purchased NFT, along with any Extensions that you choose to create or use, solely for the following purposes: (a) for your own personal, non-commercial use; (b) as part of a marketplace that permits the purchase and sale of your Purchased NFT, provided that the marketplace cryptographically verifies each Purchased NFT owner’s rights to display the Art for their

Purchased NFT to ensure that only the actual owner can display the Art; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your Purchased NFT, provided that the website/application cryptographically verifies each Purchased NFT owner's rights to display the Art for their Purchased NFT 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 NFT leaves the website/application.

Commercial Use. Subject to your continued compliance with this Agreement, we hereby grant to you a worldwide, non-exclusive, license to use, copy, and display the Art for your Purchased NFT for the purpose of creating derivative works based upon the Art ("**Commercial Use**"). Examples of such Commercial Use include using the Art to produce and sell merchandise products (e.g. apparel) displaying copies of the Art. For the sake of clarity, nothing in this Agreement will be deemed to prevent or otherwise restrict us in any way from also engaging in Commercial Use of the Art, including the Art for your Purchased NFT.

The licenses granted by us to you in this Agreement apply only to the extent that you Own and continue to Own the applicable Purchased NFT. If at any time you sell, swap, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the licenses granted to you in this Agreement will immediately expire with respect to that Purchased NFT without the requirement of notice, and you will have no further rights in or to the Art for that Purchased NFT. For the avoidance of doubt, this paragraph will survive the expiration or termination of this Agreement.

III. Payment and Fees

Any purchase or other financial transaction you make of NFT's through the Online Services will take place through the Ethereum blockchain. We have no control over or visibility into such payments or transactions. We do not have any ability to restore or reverse any such payments or transactions. You acknowledge and understand that you will be required to pay a gas fee for any financial transaction you make through the Ethereum blockchain.

We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions that you engage in via the Online Services, or any other payment or transactions that you conduct through the Ethereum blockchain. We do not provide refunds for any purchases that you might make on or through the Online Services.

You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority associated with your use of or access to the Online Services and NFTs.

IV. Submissions and License to Us

We welcome your input about our project(s). You hereby grant to us an exclusive, perpetual, irrevocable, fully transferable, royalty-free, fully paid up, and sub-licensable worldwide right and license to use any submissions and input you submit to us, without any obligation to account, credit, or make any payment to you for any use thereof. No purported reservation of rights incorporated in or accompanying any submission and input will have any force or effect.

With, on, or through the Online Services, you may have the opportunity to submit/create user-created content, posting messages, uploading files, creating files, inputting data, or engaging in any form of communication. By doing any of the above, you hereby grant to us a royalty-free, perpetual, non-exclusive, unrestricted, royalty-free, fully paid up, worldwide license to use, copy, sublicense, adapt, transmit, publicly perform, or display any such material. The foregoing grants include the right to exploit any proprietary rights in such material.

V. Your Conduct

You agree, represent, and warrant that: (1) you will only use the Online Services for lawful purposes, in compliance with any and all applicable laws; (2) you will not restrict or inhibit any other user from using or enjoying the Online Services; (3) you will not post, upload, or create any copyrighted material using the Online Services unless you own the copyright in and to such material; (4) you will not transmit any information or software that modifies the Online Services in any way or that contains a virus, worm, trojan horse or other harmful or disruptive component; (5) you will not create or transmit materials in violation of another party's copyright or other intellectual property rights; (6) you will not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Online Services; (7) you will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law; and (8) you will be responsible and liable to us in respect of any liability that we suffer arising out of your use of Online Services not in accordance with this Agreement.

You further agree, represent, and warrant that you will not, nor permit any third party to do or attempt to do any of the following without our express prior written consent in each instance: (a) modify the Art for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes (your use of Extensions will not constitute a prohibited modification hereunder); (b) use the Art for your Purchased NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (c) use the Art for your Purchased NFT in movies, videos, or any other forms of media, except to the extent that such use is expressly permitted in this Agreement; (d) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your Purchased NFT, except as expressly permitted by the Commercial Use license above; (e) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased NFT; or (g) otherwise utilize the Art for your Purchased Moment for your or any third party's commercial benefit that is not expressly permitted in this Agreement. To the extent that Art associated with your Purchased NFT contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (w) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (x) that the Commercial Use license above will not apply; (y) that, depending on the nature of the license granted from the owner of the Third Party IP, we may need to pass through additional restrictions on your ability to use the Art; and (z) to the extent that we inform you of such additional

restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this Agreement.

VI. Indemnity

You shall indemnify, hold harmless, and defend us (including our affiliated companies, officers, directors, agents, partners, and employees) from and against any claim, liability, loss, damage of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to: (1) your breach of the Agreement; (2) your violation of applicable laws, rules or regulations in connection with your access to or use of the Online Services and/or Company Materials; or (3) your misuse of the Online Services and/or Company Materials. You acknowledge and agree that we will have the sole control of the defense or settlement of any such claims.

VII. Disclaimer, Risk Assumption, and Your Responsibilities

THE ONLINE SERVICES AND COMPANY MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOUR USE OF THE ONLINE SERVICES AND COMPANY MATERIALS IS AT YOUR OWN RISK AND WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR UNSATISFACTORY PERFORMANCE RELATED TO THE ONLINE SERVICES OR COMPANY MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE ONLINE SERVICES AND COMPANY MATERIALS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WE DO NOT REPRESENT OR WARRANT TO YOU THAT: (1) YOUR ACCESS TO OR USE OF THE ONLINE SERVICES OR COMPANY MATERIALS WILL MEET YOUR REQUIREMENTS, (2) YOUR ACCESS TO OR USE OF THE ONLINE SERVICES OR COMPANY MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (3) THE ONLINE SERVICES OR COMPANY MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (4) THAT ANY INFORMATION THAT YOU SUBMIT AND DISCLOSE THROUGH THE ONLINE SERVICES OR COMPANY MATERIALS WILL BE SECURE.

BY USING ANY ONLINE SERVICES OR COMPANY MATERIALS, YOU ACCEPT SOLE RESPONSIBILITY FOR ANY AND ALL INTERACTIONS AND EVENTS RELATING TO

THE ONLINE SERVICES AND COMPANY MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY TRANSACTIONS INVOLVING THE NFTS. YOU AGREE AND ACKNOWLEDGE THAT THE MARKETPLACE AND REGULATORY LANDSCAPE FOR NFTS, CRYPTOCURRENCIES, AND BLOCKCHAIN TECHNOLOGY IS EXTREMELY VOLATILE, AND YOU ASSUME ANY AND ALL RISKS IN CONNECTION WITH PURCHASING, SELLING, OR MAKING ANY OTHER TRANSACTION WITH RESPECT TO THE NFTS.

YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY, SAFETY AND MANAGEMENT OF YOUR OWN CRYPTOCURRENCY WALLET(S) AND VERIFYING AND VALIDATING AND AN ALL TRANSACTIONS AND INTERACTIONS RELATED TO THE ONLINE SERVICES AND COMPANY MATERIALS. YOU UNDERSTAND THAT WE HAVE NO ABILITY TO REVERSE OR RESTORE ANY TRANSACTION RELATING TO THE NFTS AFTER SUCH TRANSACTION HAS BEEN COMPLETED. WE ARE NOT AND WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR OR MAY INCUR AS A RESULT OF YOUR USE OF ANY CRYPTOCURRENCY OR BLOCKCHAIN. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ONLINE SERVICES, COMPANY MATERIALS, OR YOUR ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (1) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (2) SERVER FAILURE OR DATA LOSS; (3) CORRUPTED WALLET FILES; OR (4) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE ONLINE SERVICES OR ANY ELECTRONIC WALLET. WE DO NOT HAVE ANY CONTROL OVER AND MAKE NO GUARANTEES OR WARRANTIES REGARDING ANY SMART CONTRACTS.

NO INFORMATION ON THE ONLINE SERVICES OR IN THE COMPANY MATERIALS IS OR MAY BE CONSIDERED TO BE ADVICE OR AN INVITATION TO ENTER INTO AN AGREEMENT FOR ANY INVESTMENT PURPOSE. NOTHING ON THE ONLINE SERVICES OR IN THE COMPANY MATERIALS IS OR IS INTENDED TO BE AN OFFERING OF SECURITIES IN ANY JURISDICTION, NOR DOES ANYTHING CONSTITUTE AN OFFER OR AN INVITATION TO PURCHASE SHARES, SECURITIES OR OTHER FINANCIAL PRODUCTS. YOU ACKNOWLEDGE AND ACCEPT THE SOLE RESPONSIBILITY TO ENSURE THAT ANY FINANCIAL TRANSACTION YOU MAKE WITH RESPECT TO ANY NFT COMPLIES WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS. WITH RESPECT TO ANY TRANSACTION YOU CONDUCT WITH ANY NFT, YOU ACKNOWLEDGE AND ACCEPT THAT IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT ANY SUBSEQUENT PURCHASER OR OWNER OF THE NFT IS ON NOTICE OF AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND INTERACTING ONLINE THROUGH THE INTERNET. THEREFORE, YOU AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY.

YOU ARE RESPONSIBLE AND LIABLE TO US, INCLUDING OUR AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, AND AGENTS IN RESPECT OF ALL LOSSES, EXPENSES, DAMAGES, AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION BY YOU OF THIS AGREEMENT. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER THAT YOU ARE RESPONSIBLE AND LIABLE FOR UNDER THE AGREEMENT.

VIII. Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWSOEVER 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 YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THIS AGREEMENT, UNDER ANY LEGAL THEORY, IS LIMITED TO THE GREATER OF (1) THE MONIES YOU PAID TO US DURING THE 2 MONTH PERIOD PRECEDING THE DATE YOUR CLAIM AROSE, OR (2) \$250. YOU AGREE THAT WE HAVE MADE THE ONLINE SERVICES AND COMPANY MATERIALS AVAILABLE TO YOU AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY HEREUNDER, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN US AND YOU AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US AND YOU. WE WOULD NOT BE ABLE TO PROVIDE THE ONLINE SERVICES OR COMPANY MATERIALS TO YOU WITHOUT THESE LIMITATIONS.

IX. Miscellaneous

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

This Agreement is governed by, and construed in accordance with, the laws of the State of New York, U.S.A., exclusive of its choice of law rules.

Any and all disputes related to the NFTs, Online Services, Company Materials, or the Agreement will be referred to and finally resolved by arbitration under the rules of the American Arbitration Association. The arbitration will be in New York, New York, U.S.A., and the arbitration 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 be responsible for its own expenses. The decision of the arbitrator will be final and binding, and any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding anything to the contrary herein, with respect to any violation of this Agreement, we reserve the right to seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction. With respect to any dispute related to this Agreement, including, without limitation, any Online Services or Company Materials, you hereby agree to expressly waive your right to a trial by jury and your right to participate as a member of a class of claimants in any suit, including, without limitation, any class actions.

In the event that any portion this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such portion will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement constitutes the entire agreement between you and us relating to the subject matter hereof. No failure or delay by us to enforce any rights or powers under this Agreement may be deemed a waiver of those or any of our other rights or powers. We may modify this Agreement at any time in our sole discretion. Please check this Agreement periodically.

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