

Terms and Conditions

- A. ACCEPTANCE OF THE SERVICE TERMS OF USE, USE OF THE SERVICE
- B. CHANGES TO THESE TERMS AND TO THE SERVICE
- C. YOUR LIMITED RIGHT TO USE THE SERVICE
- D. ACQUIRING COLLECTIBLES, USING THE MARKETPLACE OR A WALLET, AND CONDUCTING TRANSACTIONS
- E. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP
- F. ACCEPTABLE USE
- G. IMPORTANT TERMS ABOUT OUR AND OTHERS' LIABILITY TO YOU
- H. MISCELLANEOUS

A. ACCEPTANCE OF THE SERVICE TERMS OF USE, USE OF THE SERVICE

These terms and conditions of use and service (collectively, these "Terms") establish a legal agreement between you and **New Jersey Lottery Festival of Ballooning**. ("Company," "we," "us," "our"). These Terms, including any documents or additional terms that are referenced in these Terms, apply to your access to and use of the **New Jersey Lottery Festival of Ballooning** applications, websites and servers, and the **New Jersey Lottery Festival of Ballooning** content, functionality and services (collectively, the "Service") provided by its **partners App-scoop Solutions Inc.** through its platform "Chaincerts". The Service enables you to purchase, collect, showcase, and sell digital NFTs ("NFTs") which are created by us or our business partners (each a "Seller"). Each NFT is a non-fungible token ("NFT") minted on a Layer-2 Ethereum sidechain (the "Sidechain") and tied to content hosted on the Service as well as a license to use such Content (defined below) as represented by the NFT in certain ways.

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, VARIOUS LIMITATIONS AND EXCLUSIONS ON DAMAGES YOU MAY CLAIM AGAINST US AND INDEMNIFICATION OBLIGATIONS YOU OWE TO US. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

IF YOU ARE AGREEING TO THESE TERMS AND USING THE SERVICE ON BEHALF OF A CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE ALL REQUIRED LEGAL RIGHTS AND AUTHORITY TO BIND THAT ENTITY TO THESE TERMS. IN SUCH A CASE, ANY FURTHER REFERENCE TO "YOU" IN THESE TERMS MEANS THAT OTHER LEGAL ENTITY. BY CLICKING "I AGREE TO THE TERMS OF SERVICE", OR BY USING OR ACCESSING THE SERVICE, YOU REPRESENT THAT YOU UNDERSTAND, ACCEPT, AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND OUR PRIVACY POLICY, WHICH FORMS AN ESSENTIAL PART OF THESE TERMS. YOU MAY NOT USE THE SERVICE FOR ANY REASON NOT EXPRESSLY ALLOWED BY THESE TERMS, OR IN ANY WAY THAT CONTRAVENES THESE TERMS AND CONDITIONS.

PLEASE NOTE THAT DIFFERENT TERMS MAY APPLY TO YOU BASED ON WHERE YOU LIVE. MAKE SURE YOU READ THE JURISDICTION-SPECIFIC TERMS FOR YOUR COUNTRY OF RESIDENCE, AS APPLICABLE.

The service is not available to persons under the age of majority. If you are below the age of majority in your state or province of residence, you may not use the service.

FOR RESIDENTS OUTSIDE OF **USA**, THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION SECTION, WHICH INCLUDES AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER AND BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN ANY COLLECTIVE ACTION, WHETHER THAT BE A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION.

IF YOU (A) DO NOT AGREE TO THESE TERMS OR THE PRIVACY POLICY; (B) ARE NOT THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE; (C) DO NOT POSSESS THE LEGAL AUTHORITY TO AGREE TO THESE TERMS ON BEHALF OF THE ENTITY YOU REPRESENT, IF APPLICABLE, OR (D) IF YOU ARE PROHIBITED FROM ACCESSING OR USING THE SERVICE BY LOCAL LAWS WHICH ARE APPLICABLE TO YOU, YOU MUST NOT ACCESS OR USE THE SERVICE.

B. CHANGES TO THESE TERMS AND TO THE SERVICE

We reserve the right in our sole and absolute discretion to revise and update these Terms from time to time. All changes are effective immediately upon posting and apply to your continued access to and use of the Service. We may post reminders and summary information about material changes to these Terms, including where there are substantial amendments that affect your rights and obligations, but it is your responsibility to review them. You agree to periodically review these Terms in order to be aware of any such changes and your continued use shall mean your acceptance of any such changes, whether given notice or not.

The information and material on the Service, and the Service itself, may be changed, withdrawn, or terminated at any time in our sole and absolute discretion and without advance notice to you. You acknowledge that this may impact the use, functionality, or value of NFTs. You agree that we will not be liable if, for any reason, all or any part of the Service is changed, withdrawn, terminated, restricted to users, or unavailable at any time or for any period or if such restriction or unavailability impacts the use, functionality, or value of NFTs.

C. YOUR LIMITED RIGHT TO USE THE SERVICE

Subject to all of these Terms, the Company grants you permission to use the Service strictly on a personal, non-exclusive, non-transferable, and limited basis for your own personal and non-commercial use. You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, including any Content, in any form or medium whatsoever (except that your computer and browser may temporarily store or cache copies of materials being accessed and viewed.) You may not screen

share, stream, or otherwise publicly or privately broadcast any of the Service without our prior written consent.

You are not permitted to modify copies of any materials from the Service nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Service or any services or materials available through the Service. We have adopted a policy of terminating, in appropriate circumstances and at our sole and absolute discretion, the use of the Service by users who are deemed to be repeat infringers of intellectual property or who we determine in our sole and absolute discretion to violate our Terms. We may also, in our sole and absolute discretion, limit access to the Service or terminate the account of any user who infringes any intellectual property rights of us or others, whether or not there is any repeat infringement. You agree and understand that your continued use of the Service is at our sole and absolute discretion and that you will not seek to hold us liable for any suspension, restriction, or termination of your use of the Service.

D. ACQUIRING NFTS, USING THE MARKETPLACE OR A WALLET, AND CONDUCTING TRANSACTIONS

Your Wallet is paired to your account and you may only pair one Wallet with your account. You can use your Wallet to engage in transactions on the Service using either the credit card you have paired with your Wallet or cryptocurrencies which we may accept from time to time on the Service. Note that, under “Cryptocurrency Transactions” and “Fiat Transactions” below, we use third party services to process all transactions involving cryptocurrency transactions and fiat transactions, though we reserve the right to change this at any time.

Cryptocurrency Transactions. All transactions that involve cryptocurrency that occur on the Service are managed, processed, and confirmed by Coinbase and as such, any such transactions are subject to any applicable provisions of Coinbase’s User Agreement. All NFTs are minted and initially sold on the Sidechain. **DUE TO THE NATURE OF BLOCKCHAIN TECHNOLOGY, WE DO NOT HAVE ANY CONTROL OVER ANY CRYPTOCURRENCY OR NFT TRANSACTIONS THAT ARE MADE ON THE SERVICE. YOU ACKNOWLEDGE THAT IT IS NOT TECHNOLOGICALLY POSSIBLE FOR US TO REVERSE TRANSACTIONS AND AS SUCH, YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT PROVIDE REFUNDS OR EXCHANGES FOR ANY PURCHASE THAT YOU MAKE ON THE SERVICE.** We reserve the right to change the method by which we process cryptocurrency transactions at any time.

Fiat Currency Transactions. All fiat currency transactions that occur on the Service are managed, processed, and confirmed by Stripe and as such, any such transactions are subject to any applicable provisions of Stripe’s Terms of Service. We reserve the right to change the method by which we process fiat currency transactions at any time. **THERE ARE NO REFUNDS FOR FIAT CURRENCY TRANSACTIONS CONDUCTED ON THE SERVICE.**

Marketplace Terms. The New Jersey Lottery Festival of Ballooning Marketplace is intended for individual collectors to buy, sell, trade or gift their NFTs from, to and among fellow collectors. We have taken steps to ensure that the Marketplace is used by collectors only. These restrictions include:

Eligibility. The Marketplace may only be used by Americans residents aged 18 and older. Companies or other business entities are not eligible to use the Marketplace. Accounts are limited to individuals only.

Payment Methods. An account holder may store or use no more than two (2) credit cards in their account in the Marketplace within any sixty (60) day period.

Automated Trading. Use of bots, scripts or other methods of automated or computerized trading or information gathering are strictly prohibited. Accounts that are found to use automated systems may be cancelled and NFTs may be seized or confiscated, at our discretion.

Trading Frequency. Following a sale of a NFTs, funds will typically be delivered to a seller's account up to 7 business days to allow for a third-party payment provider to process the transaction and deposit the funds. A transaction may be reversed if there is a chargeback or if New Jersey Lottery Festival of Ballooning or the third-party payment provider have reason to suspect fraudulent activity.

Transaction Limit. You may not list, buy or sell any **NFT** for an amount exceeding **USD \$5,000**. We reserve the right to review and modify this limit from time to time. We reserve the right to limit transaction volumes from time to time.

Transaction Reporting. We will comply with all applicable laws, including those with respect to anti-money laundering, terrorist financing, and fraud. We reserve the right to identify and report transactions that we have reason to believe may violate any applicable laws, at our sole discretion. Know Your Client. We will use a third party service provider to verify the identity of all users of the Marketplace prior to buying, selling or trading of a NFT. Taxes. Except as may be collected by us as required by applicable law and as indicated on the order page where you make purchases, you are solely responsible for determining whether any taxes, including sales, value added, or other taxes, levies, or duties, apply to your NFT transactions and at all times, you are solely responsible for the payment of any such, applicable taxes.

Transaction Fees. Each transaction involving a NFT is subject to two types of transaction fees, "Gas Fees" and "Marketplace Fees". Gas Fees. In order to process transactions on the Sidechain, a decentralized network of computers needs to perform work. Gas Fees are compensation paid to these processors in order to complete the transaction. Gas Fees can be paid in any cryptocurrency, though when you are on the Sidechain, we may cover the Gas Fees for you (only if so indicated on the Service), but see "Transferring NFTs off the Sidechain" below. Where Gas Fees are charged to you, they will appear on the relevant ordering page.

Marketplace Fees. Marketplace Fees are fees we charge for your access to the Service. We charge to the Seller a Marketplace Fee of 10% of the total value of each transaction in relation to a given NFT. The Marketplace Fee is built into the NFT and is automatically payable by the seller each time a NFT is sold or resold. Transferring NFTs off the Sidechain (As Available). This functionality is not available at launch and you agree that your transactions on the Service are not premised of any promise of future availability. From time to time and as functionality is added to the Service, but only on an "as available" basis, the Service may allow you to transfer your NFTs from the Sidechain to blockchains which are interoperable with the Ethereum blockchain, and may be able to onboard them onto other platforms. In order to complete a transfer from the Sidechain to another blockchain you may be required to pay Gas Fees, Marketplace Fees, and other third party transaction fees, including but not limited to those related to the target blockchain. We are not responsible for the payment of any third-party

transaction fees, including Gas Fees, to transfer NFTs off the Sidechain or onto other blockchains or platforms. If and to the extent you are able to transfer NFTs off the Sidechain it may be possible to buy and sell NFTs on other interoperable blockchains or platforms.

WE DO NOT RECOMMEND OR ENDORSE THE PURCHASE OR SALE **NFTs** ON BLOCKCHAINS OTHER THAN THE SIDECHAIN OR PLATFORMS OTHER THAN Balloon **NFTs**. YOU ACKNOWLEDGE THAT WE DO NOT HAVE CONTROL OVER ANY TRANSACTIONS THAT DO NOT OCCUR ON THE SIDECHAIN OR THE **New Jersey Lottery Festival of Ballooning** PLATFORM AND THAT ANY SUCH TRANSACTIONS ARE ENTIRELY AT YOUR OWN SOLE RISK. YOU ALSO ACKNOWLEDGE THAT WE HAVE NO CONTROL OVER **NFTs** TRANSFERRED OFF THE SIDECHAIN AND NO OBLIGATION WITH RESPECT TO ANY SUCH NFTS.

Termination of the Service. There is always a risk that we will decide to shut down, curtail, limit or cease to offer the Service. If we, in our sole and absolute discretion, determine to cease offering the Service, we will provide you with reasonable advance notice via the electronic contact information you have associated with your account. This notice will provide you with a reasonable amount of time to transfer your NFTs off the Sidechain in accordance with the “Transferring **NFTs** off the Sidechain” terms above, should that functionality be available. IN THE EVENT THAT WE DECIDE TO TERMINATE THE SERVICE, IF YOU DO NOT TRANSFER YOUR NFTS OFF THE SERVICE DURING THE NOTICE PERIOD, THEY WILL BE PERMANENTLY AND IRRECOVERABLY DELETED. You acknowledge that some features of the **NFTs** that may rely on third party data, such as game statistics, may not function properly without the Service. All orders, purchases or transactions for the sale of goods, including **NFTs**, or services made using the Service, are subject to the terms and conditions of sale presented to you at the time of purchase. Some online transactions are subject to restrictions, including eligibility as to residency and age. By participating in such transactions, you agree that you meet those eligibility requirements. Some or all online transactions may and likely will be subject to various intellectual property limitations.

E. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

NFTs

As with a traditional trading card, ownership of a NFTs does not include ownership of the Content that is associated with the NFT. Your ownership of a NFT is subject to both our or the Seller’s full receipt of the full purchase price of the NFT and your full compliance with these Terms.

Provided that you are at all times in full compliance with these Terms, when you purchase a NFT from us, we grant you a worldwide and non-exclusive license to display the Content associated with your purchased NFT for only the following purposes:

- (i) your own personal, non-commercial use as part of your personal collection [LINK TO COLLECTION] for display on the Service;
- (ii) if you have transferred the NFT off of the Sidechain, to display the NFT on the Service or upon any secondary Ethereum based, cryptographically secure third party service, website or application; or

- (iii) to sell or gift, or to the extent that the Service may allow, to trade the NFT on the Marketplace or, to the extent the Service may allow you to transfer the NFT off of the Sidechain, upon any secondary Ethereum based, cryptographically secure marketplace that facilitates the purchase and sale of NFTs (the “Content Licence”)
- (iv) Once someone buys the NFT with the Hot Air Balloon experience or tee shirt and then resells it. Only the original purchaser of the NFT will receive this benefit.

As such, you acknowledge and agree that, pursuant to the Content Licence, you may not, nor may you permit any third party to alter, copy, display, broadcast, or otherwise use the Content for any other purpose including but not limited to: except in relation to your sale of the NFT in accordance with these Terms, using the Content for your or any third party’s commercial benefit or to advertise, market, or otherwise sell any third party product or service; trademarking, copyrighting, or otherwise attempting to acquire or register any intellectual property rights in and to the Content; and including or otherwise excerpting the Content for use in any form of media, now known or hereinafter devised, except as expressly permitted by these Terms.

You acknowledge that the Content subject to the Content Licence may contain third party intellectual property rights, including the intellectual property rights of our Sellers and their licensors. As such, you acknowledge that the terms of the Content Licence are subject to change upon notice to you and that such changes may confer additional rights or impose additional restrictions. Any such additional Content Licence rights or restrictions will be clearly identified to you at the time of your purchase of the NFT from the Seller.

Your Content Licence is subject at all times to your ownership of the underlying NFT. The Content Licence to you will immediately terminate upon your sale, transfer or disposal of the NFT for any reason, and if applicable will be transferred to the recipient thereof.

The Service

You understand and agree that the Service (which includes all of the Content, features, and functionality, including all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, made available to you in using or accessing the Service) is owned by the Company, its licensors, Sellers, or other providers of such material and are protected in all forms by intellectual property laws, including copyright, trademark, patent, trade secret, and any other proprietary rights.

The names and logos of the Company and of the Service and all related names, logos, product and service names, designs, images, and slogans, are trademarks of the Company, or our respective affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on the Service are the trademarks of their respective owners, such as the Sellers. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.

All right, title and interest in and to comments, ideas, suggestions and impressions of the Service and our products given by you to us, and all the anonymous usage data (collectively, the "Feedback") is and shall be deemed to be our property and, by submitting Feedback to us, you agree that you thereby assign to us all right, title and interest to such Feedback to us.

Your Grant of License to Us and Others

The Service may contain interactive functionality such as applications, features, promotions, games, contests, chat functionality, e-mail, message boards, personal, or interest group web pages, profiles, forums, bulletin boards and other such functions (collectively, "Interactive Functions") allowing content, material, or information you submit, post, publish, display, or transmit (collectively, "submit") to the Service, to be viewed or used by us, other users or other persons via the Service (collectively, "User Submissions") on or through the Service.

None of the User Submissions you submit to the Service will be confidential. By providing any User Submission to the Service, you grant us and our affiliates and service providers, and each of their and our respective licensees (including broadcasters), successors, and assigns the right to a world-wide, royalty free, perpetual, irrevocable, transferrable, sublicensable (including via multiple tiers of sublicensing), non-exclusive licence to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose and to incorporate such material into any form, medium, technology, or other derivative work throughout the world without compensation to you. By submitting User Submissions, you further waive any moral rights or other rights of authorship in and to any such User Submissions in favour of the Company.

By submitting the User Submissions, you are deemed to have warranted, and you agree, that you own or have the necessary rights to submit the User Submissions and have the right to grant the licence to the User Submissions described above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns. You represent and warrant that all User Submissions comply with applicable laws and regulations and the User Submissions and site content standards set out in these Terms.

You understand and agree that you are fully responsible for any User Submissions you submit or contribute, and you are fully responsible and legally liable, including to any third party, for such content, its accuracy, and your rights to use it. We are not responsible or legally liable to any third party for the content, accuracy, or infringing nature of any User Submissions submitted by you, and you agree to indemnify and defend us against any claims, lawsuits, or disputes brought by third parties based on the content of your User Submissions.

Copyright

If you believe that any content on the Service infringes upon any copyright or other intellectual property right that you own or control, or if you otherwise object to any User Submissions that you find on the Service, you may send a written notification by email to info@app-scoop.com.

F. ACCEPTABLE USE

General

As a condition of your access and use of the Service, you agree that you will use the Service only for lawful purposes in accordance with these Terms. Furthermore, you agree that your use of the NFTs will also comply with these Terms, at all times, as set out above.

The following content standards apply both to any access or use by you of the Service, as well as to any and all User Submissions and any and all Interactive Functions, including any content with which you use any of your NFTs. Any and all User Submissions, as well as all such content being used with NFTs, must comply with all applicable federal, provincial, local, foreign, and international laws and regulations, as well as these Terms.

Without limiting the foregoing, you agree that your use of the Service, any NFT, and any User Submissions shall not in any manner, directly or indirectly:

- (a) violate any applicable federal, provincial, local, foreign, or international law or regulation including any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, 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 and our Privacy Policy.
- (b) remove any trademark, copyright or other intellectual property right notices contained in the Service, a NFT, or any Content;
- (c) violate the terms of use of any third-party website or service that is linked to the Service or the NFT, including any third-party social media websites or payment processors;
- (d) include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, gender, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Company's sole and absolute discretion;
- (e) purchase, sell, or otherwise trade any NFTs using, operating, employing any computer program, including without limitation, computer programs designed to simulate the behavior of a user or to otherwise automate the purchasing, sale, or trading of NFTs;
- (f) purchase or sell your Service account or the Wallet paired with your Service account;
- (g) involve stalking, attempting to exploit or harm any individual (including minors) in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code;
- (h) involve, provide, or contribute any false, inaccurate, or misleading information, including any misleading bids or offers;
- (i) impersonate or attempt to impersonate the Company, a Company employee, a Seller, another user, or any other person or entity (including by using email addresses, or screen names associated with any of the foregoing);
- (j) transmit, or procure the sending of, any advertisements or promotions without our prior written consent to sell or encourage any other commercial activities, including any

"spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation;

- (k) spam listings for the purpose of gaining search or listing results, or engage in behaviours that have the intention of artificially increasing view counts, favourites, volumes or other metrics that we might use to sort search results;
- (l) engage in wash trading or other deceptive or manipulative trading activities;
- (m) encourage any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service or expose them to liability, including engaging in activities designed to adversely affect the performance of the Ethereum platform or the Service;
- (n) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any other person;
- (o) use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
- (p) use the Service 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 rights to participate in a securities offering, or assets that entitle owners to financial rewards, including but not limited to, yield bonuses, staking bonuses, and burn discounts; use the Service from a country sanctioned by the applicable law, or
- (q) use the Service for a purpose involving a transaction with a person sanctioned by applicable law; otherwise promote any illegal activity, or advocate, promote, or assist any unlawful act, including any money laundering or terrorist financing; or
- (r) give the impression that you or any User Submissions or other content originate from or are endorsed by us or any other person or entity, if this is not the case.

Site Monitoring and Enforcement, Suspension, and Termination

We have the right, without provision of notice to:

- remove or refuse to post on the Service any User Submissions for any or no reason in our sole and absolute discretion;
- monitor, filter, revise, edit, remove or refuse content using manual or automated third-party content moderation services;
- at all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole and absolute discretion, including for violating the Service and User Submissions and site content standards or these Terms;
- take appropriate legal action, including referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Service. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Service; and
- terminate or suspend your access to all or part of the Service for any or no reason, including any violation of these Terms.
- While we will take steps to monitor content and User Submissions in the Service, we make no representations or guarantees that we will be able to review all material that

you or other users submit to the Service or to do so in a timely manner. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

Safety and Security

The security of your personal and other information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. These measures include two-factor authentication measures to confirm that your account is controlled and accessed only by you. You agree that our use of two-factor authentication is a commercially reasonable measure to prevent access and control of your account without your authorization. However, your use of the Service depends on the internet, including networks, cabling, facilities and equipment that is not in our control, and accordingly, we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency.

The transmission of information via the internet is inherently not completely secure. Although we take reasonable steps to protect your personal information, we cannot guarantee the security of your personal information or anything transmitted to, from, or using our Service. Any transmission, including of personal information, is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Service, whether by you or third parties.

The safety and security of your information and the effectiveness of any multi-factor or user authentication measures also depends on you. Users are responsible for obtaining their own access to the Service. Users are required to ensure that all persons who access the Service through a user's internet connection are aware of these Terms and comply with them. Accessing the Service may require user registration. It is a condition of your use of the Service that all the information you provide on the Service is correct, current, and complete.

Your provision of registration information and any submissions you make to the Service through any Interactive Functions constitutes your consent to all actions we take with respect to such information consistent with our Privacy Policy.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you and you agree not to provide any other person with access to the Service or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any

unauthorized access. You agree that your disclosure of login information to third parties may negate our user authentication measures and allow unauthorized access to your account. You agree that we cannot be held liable for unauthorized access or other loss resulting from your disclosure or other transmission, whether intentional or inadvertent, of your login information to third parties.

We have provided ways for you to contact us about various issues on our website at **chaincert@appscoop.com**. You acknowledge and understand that these are the only authorized ways to contact us. Third parties may advertise or publish alternative ways to contact us or use other measures to pose as **Chaincerts**. We cannot verify the authenticity of any such alternative contacts, and they pose a risk of fraud and other malfeasance, so we strongly recommend you do not attempt to contact us using these methods. You agree that we cannot be held liable for unauthorized access to your account or other loss resulting from such fraud or other malfeasance by third parties.

We reserve the right at any time to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole and absolute discretion for any or no reason, including any violation of any provision of these Terms.

You are prohibited from attempting to circumvent and from violating the security of the Service, including: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures; (c) restricting, disrupting or disabling Service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Service owner's ability to monitor the Service; (f) using any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Service via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; (i) impersonating us or any other person in connection with any use or access to the Service; (j) framing or reformatting the Service or any portion thereof; or (k) otherwise attempting to interfere with the proper working of the Service. For more information about what you must and must not do when using the Service, see "ACCEPTABLE USE" above.

G. IMPORTANT TERMS ABOUT OUR AND OTHERS' LIABILITY TO YOU

Waiver And Assumption of Risk

YOU FREELY ACCEPT AND VOLUNTARILY AGREE TO ASSUME ALL RISKS OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE OR LOSS CONNECTED WITH (I) YOUR USE OF THE SERVICE HOWSOEVER ARISING, INCLUDING BOTH THE OPERATION OR SPECIFICATIONS OF THE EQUIPMENT AND ANY OTHER OPERATIONS ASSOCIATED WITH YOUR USE OF THE SERVICE, AS WELL AS THE ACTIONS, OMISSIONS OR NEGLIGENCE (INCLUDING FAILURE TO USE REASONABLY PRUDENT AND CAREFUL CARE, AND FAILURE TO PROTECT YOU FROM RISKS, DANGERS AND HAZARDS INHERENT IN THE USE OF THE SERVICE) OF (A) THE COMPANY AND ITS PARENT, SUBSIDIARIES, AFFILIATES, (B) THE RESPECTIVE SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, SPORTS LEAGUES OR SUCCESSORS IN RELATION THE FOREGOING, OR (C)

ANY OF THE FOREGOING'S RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PERSONNEL (COLLECTIVELY, THE "RELEASED PARTIES"), AND (II) ANY BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OR OTHER BREACH OF DUTY OF CARE, INCLUDING ANY DUTY OF CARE IMPOSED BY LAW OR BY EQUITY, ON THE PART OF ALL OR ANY OF THE RELEASED PARTIES. YOU HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL MANNER OF LIABILITIES, CLAIMS, DEMANDS, SUITS, DAMAGES (INCLUDING DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES), LOSSES, INTEREST, COSTS, EXPENSES, DEBTS, ACTIONS AND CAUSES OF ACTION OF ANY KIND, CHARACTER OR NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, INCLUDING THOSE OF LOSS, DAMAGE, INJURY OR DEATH HOWSOEVER ARISING, INCLUDING AS DESCRIBED IN THE PARAGRAPH DIRECTLY ABOVE ("CLAIMS") THAT YOU HAVE, MAY HAVE, OR HAVE EVER HAD RESULTING FROM OR CONNECTED IN ANY WAY WITH YOUR USE OF THE SERVICE, INCLUDING ANYTHING ARISING AFTER THE DATE OF YOUR AGREEMENT TO THESE TERMS.

WITHOUT LIMITING THE FOREGOING, YOU ACCEPT AND ACKNOWLEDGE:

(A) THE PRICES OF NFTS MAY BE EXTREMELY VOLATILE, AND FLUCTUATIONS IN THE PRICE OF OTHER DIGITAL ASSETS COULD MATERIALLY AND ADVERSELY AFFECT THE NFTS, WHICH MAY ALSO BE SUBJECT TO SIGNIFICANT PRICE VOLATILITY. WHEN YOU ACQUIRE A NFT, YOU ARE RECEIVING THE FULL VALUE THEREFOR BY THE TRANSFER OF THE NFT, AND NO PART OF ANY TRANSACTION INVOLVING A NFT INCLUDES ANY GUARANTEE FROM US OR ANY OTHER PERSON THAT ANY HOLDER OF A NFT WILL NOT LOSE MONEY OR THAT THE NFT WILL INCREASE IN VALUE.

(B) FOR MARKETPLACE TRANSACTIONS, YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHAT, IF ANY, TAXES APPLY TO YOUR NFTS TRANSACTIONS, AND NEITHER THE COMPANY OR ANY OTHER PERSON ARE RESPONSIBLE FOR DETERMINING THE TAXES THAT APPLY TO YOUR TRANSACTIONS.

(C) APPLICABLE LAWS GOVERNING BLOCKCHAIN TECHNOLOGIES, CRYPTOCURRENCIES, NFTS AND COLLECTIBLES ARE UNCERTAIN, AND NEW REGULATIONS OR POLICIES MAY MATERIALLY ADVERSELY AFFECT THE DEVELOPMENT OF THE MARKETPLACE, THE SERVICE, OR THE UTILITY OF NFTS.

No Reliance

The content on our Service, including any User Submissions, are provided for personal entertainment purposes only, and it is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

Although we make reasonable efforts to update the information on our Service, we make no representations, warranties, or guarantees, whether express or implied, that the Service is accurate, complete, or up to date.

The Service includes content provided by third parties, including from other users and third-party licensors in the form of User Submissions. All statements or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company, nor do they imply any endorsement between us and such third parties.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF AND ACCESS TO THE SERVICE, INCLUDING THE SIDECHAIN, IS AT YOUR OWN RISK. THE SERVICE, THE NFTS, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NONE OF THE RELEASED PARTIES MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE SERVICE, THE SIDECHAIN, THE NFTS, OR THEIR CONTENTS. WITHOUT LIMITING THE FOREGOING, NONE OF THE RELEASED PARTIES REPRESENT OR WARRANT THAT THE SERVICE, THE SIDECHAIN, THE NFTS, OR THEIR CONTENTS, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE RELEASED PARTIES CANNOT AND DO NOT GUARANTEE OR WARRANT THAT THE SERVICE, THE SIDECHAIN, NFTS, FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SERVICE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SERVICE, INCLUDING THE NFTS, AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, THE RELEASED PARTIES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY USER ERROR INCLUDING YOUR FAILURE TO REMEMBER OR LOSS OF PASSWORDS OR SIMILAR AUTHENTICATORS SUCH AS PRIVATE KEYS, FAILURES OF THE PUBLIC INTERNET, FAILURES OF THE UNDERLYING BLOCKCHAIN TECHNOLOGY INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER BLOCKCHAIN FAILURES WHICH MAY RESULT IN YOU INCURRING A LOSS, DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, FAILURE OF YOUR WALLET INCLUDING BUT NOT LIMITED TO CORRUPTED WALLET FILES, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER

PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE, THE SIDECHAIN OR ANY SERVICES, NFTS, OR ITEMS FOUND OR ATTAINED THROUGH THE SERVICE, THE SIDECHAIN OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT.

THE NFTS ARE INTANGIBLE, DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK, INCLUDING THE SIDECHAIN. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM OR ON THE SIDECHAIN. EXCEPT TO THE EXTENT WE ARE ABLE TO CONTROL THE SIDECHAIN, WE DO NOT GUARANTEE THAT WE OR ANY SELLER CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS.

WE ARE NOT RESPONSIBLE FOR LOSSES SUSTAINED DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (SUCH AS WALLETS OR SMART CONTRACTS), BLOCKCHAINS OR ANY OTHER FEATURES OF THE NFTS. WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO LATE REPORTING OR NON-REPORTING BY DEVELOPERS OR MAINTAINERS OF ANY ISSUES WITH THE BLOCKCHAINS SUPPORTING THE NFTS INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES.

Limitation on Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL THE RELEASED PARTIES BE LIABLE FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE RELEASED PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE SERVICE, THE SIDECHAIN, ANY LINKED SERVICES OR SUCH OTHER THIRD-PARTY SERVICES, OR ANY NFTS, CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF THE RELEASED PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

STRICTLY TO THE EXTENT THAT THE FOREGOING PARAGRAPH DOES NOT APPLY TO YOU, IN THE EVENT THAT FOR ANY REASON REQUIRED UNDER APPLICABLE LAW WE ARE LIABLE TO YOU IN ANY MANNER, IN NO EVENT SHALL THE RELEASED PARTIES' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS, MARKETPLACE, OR ANY PRODUCTS OR SERVICES PURCHASED OR PROVIDED ON THE SERVICE EXCEED THE LESSER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY US FROM THE TRANSACTIONS INVOLVING THE NFTS THAT ARE THE SUBJECT OF THE CLAIM.

THESE LIMITATIONS OF LIABILITY WILL NOT APPLY TO OUR LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY OUR OR OUR PERSONNEL'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY OUR FRAUD OR FRAUDULENT MISREPRESENTATION.

Effect of "Disclaimers of Warranties" and "Limitation on Liability"

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS IN "DISCLAIMERS OF WARRANTIES" AND "LIMITATION ON LIABILITY" MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. NOTHING IN THESE TERMS IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. HOWEVER, TO THE MAXIMUM PERMITTED EXTENT UNDER APPLICABLE LAWS, YOU AGREE THAT THESE PROVISIONS ARE INTENDED TO APPLY TO YOU.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company and all other Released Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms, your illegal or otherwise wrongful conduct, your infringement of third party rights, or your use of the Service, including your User Submissions, third-party sites, any use of or access to the Service other than as expressly authorized in these Terms.

H. MISCELLANEOUS

Privacy

By submitting your personal information and using our Service, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, as we deem necessary for use of the Service.

By using the Service, you are consenting to the use of cookies which allow a server to recall previous requests or registration of IP addresses to analyze website use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Service may not function adequately. For more information on this automated information gathering practices, see our Privacy Policy.

Third-Party Service and Advertising

For your convenience, the Service may provide links to third-party sites. We make no representations about any other websites that may be accessed from the Service. If you choose

to access any such sites, you do so at your own risk. We have no control over the content of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

We shall have the right, without notice, to insert advertising data into the Service, so long as this does not involve our transmission of any of your personal information in contravention of the Privacy Policy. If you elect to have any business dealings with any party whose products or services may be advertised on the Service, you acknowledge and agree that such dealings are solely between you and such advertiser and we will not be a party to, or have any responsibility or liability related thereto. You acknowledge and agree that no such advertising may be construed as an endorsement by us of any such products or services advertised.

Our Service must not be framed on any other site, streamed by you on any service, nor may you create a link to any part of our Service other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with these Terms including the standards and acceptable uses described above. You agree to cooperate with us in causing any unauthorized framing, streaming or linking to immediately stop.

Geographic Restrictions

The owner of the Service is based in New Jersey, USA. We provide the Service for use only by persons located in jurisdictions where it is legal to offer the Service as we offer it. The Service are not intended for use in any jurisdiction where its use is not permitted. If you access the Service from outside of USA, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction. The previous sentence applies whether or not we have the commercially reasonable technical ability to block your access to some or all of the Service from any jurisdiction, which we reserve the right (but not the obligation) to do at any time or from time to time.

Governing Law, Class Action Waiver and Choice of Forum

Unless “For US Residents and Citizens and Residents Outside of Canada” below applies to you, the Service and these Terms will be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provisions or rules.

Unless “For US Residents and Citizens and Residents Outside of Canada” below applies to you, any action or proceeding arising out of or relating to the Service and under these Terms will be instituted in the courts of Quebec sitting at Montreal, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding, and you waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

You and we agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to these Terms, the Service or to any dispute or transaction arising out of these Terms or the use of the Service. We reserve the right to prosecute civil claims against you for any violation of these Terms, the Privacy Policy, or any other governing terms and conditions related to the Service, whether for breach of contract, violation of common law rights, or violation of any applicable state or federal statute.

To the maximum extent permitted by the consumer protection or other applicable laws in your jurisdiction of residence, any disputes must be conducted on an individual basis only, and neither you nor the Company shall be entitled to join or consolidate disputes by or against other individuals or entities, or to arbitrate any dispute in a representative capacity, including, without limitation, as a representative member of a class or in a private attorney general capacity, in connection with any dispute under these Terms or in connection with the Service. This paragraph does not apply to the extent the laws of your jurisdiction would not permit it.

This “Governing Law, Class Action Waiver, and Choice of Forum” section will be interpreted as broadly as the applicable consumer protection law of your jurisdiction permits.

Entire Agreement

The Terms and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Service and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This provision does not affect any agreement you may have with a broadcaster with respect to your access to these Service, but that agreement is between you and the Broadcaster.

Force Majeure

We shall not be liable for delays, failure in performance or interruption of the Service that result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to, significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorism, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.