

Subjects™ Website Terms and Conditions

Introduction to the Subjects™

Subjects™ is a collection of 7,777 pieces of art memorialized as non-fungible tokens (“NFTs”) by artist Baby Teeth (“Baby Teeth”), as marketed to the public by Subjects Corp. (“Subjects™,” “we,” “our” or “us”).

The Subjects™ website located at www.subjectsworld.com (the “Site”) is an Internet property of Subjects. The following Subjects™ Website Terms and Conditions (“Terms and Conditions”) are inclusive of any and all other applicable Subjects™ operating rules, policies, price schedules and other supplemental terms and conditions or documents that may be published from time to time, which are expressly incorporated herein by reference (collectively, the “Agreement”).

You agree to the Agreement, in its entirety, when you: (a) access or use the Site; (b) access and/or view any of the: (i) links to third-party resources and other information (“Third-Party Links”); and/or (ii) videos, audio, stories, material, text, photographs, graphics, artwork, information and/or other content featured on the Site, as made available by Subjects™ (the “Site Content,” and together with the Third-Party Links, the “Content”); (c) purchase or otherwise obtain one of the unique NFTs featured on the Site (collectively, “Subjects™ NFTs”); (d) access one of Subjects’™ social media pages/accounts on third party social media websites (“Social Media Websites”), such as Instagram® and Twitter® (collectively, “Social Media Pages”); and/or (e) utilize the contact form and/or other functionality as a means to request to be contacted by Subjects™ (collectively, “Contact Services,” and together with the Site, Content, Subjects™ NFTs and Social Media Pages, the “Subjects™ Offerings”).

Please review the Agreement carefully before accessing the Subjects™ Offerings. The Agreement constitutes the entire and only agreement between you and Subjects™ with respect to your use of the Subjects™ Offerings and supersedes all prior or contemporaneous agreements, representations, warranties and/or understandings with respect to your use of the Subjects™ Offerings, and/or the products, services and/or programs provided by and/or through same. Unless explicitly stated otherwise, any future offer(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Subjects™ Offerings shall be subject to the Agreement. If you do not agree to the terms and conditions contained within the Agreement in its entirety, you are not authorized to access and/or use the Subjects™ Offerings in any manner or form whatsoever.

While the Subjects™ NFTs will remain on the applicable blockchain for the duration of that blockchain’s existence as currently contemplated, Subjects™ reserves the right to cease providing any and all other Subjects™ Offerings at any time, in its sole and absolute discretion, with or without notice to you. The Agreement contains certain forward-looking statements. These statements are based on current intentions and made to the best of Subjects’™ present knowledge. Such forward-looking statements are subject to risks, uncertainties and other factors which could result in actual developments differing materially from, and being worse than, those expected or assumed or described in these forward-looking statements. Nothing contained in the Agreement should be relied on as a promise or representation as to future performance of Subjects™, the Subjects™ NFTs and/or any other Subjects™ Offerings. In addition, the Covered Parties (as defined below) do not assume any obligation to update any forward-looking statements nor to conform any forward-looking statements to actual events or developments.

THE AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES, LIMITATIONS OF LIABILITY, RELEASES, A CLASS-ACTION WAIVER, AND THE REQUIREMENT TO ARBITRATE ANY AND ALL CLAIMS THAT MAY ARISE HEREUNDER AGAINST SUBJECTS™, SUTTER SYSTEMS LLP, BABY TEETH AND THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, PARENTS, SUBSIDIARIES, RELATED PARTIES, THIRD-PARTY VENDORS AND/OR MARKETING PARTNERS (COLLECTIVELY, “COVERED PARTIES”), WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THE MANDATORY ARBITRATION PROVISION. THE AFOREMENTIONED PROVISIONS ARE AN ESSENTIAL BASIS OF THE AGREEMENT.

Instagram® is a registered trademark of Facebook, Inc. (“Instagram”). Twitter® is a registered trademark of Twitter, Inc. (“Twitter”). Please be advised that Subjects™ is not in any way affiliated with Instagram or Twitter, and the Subjects™ Offerings are not endorsed, administered or sponsored by Instagram or Twitter.



1. Requirements. The Subjects™ Offerings are available only to individuals who can enter into legally binding contracts under applicable law. The Subjects™ Offerings are not intended for use by individuals under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in their respective jurisdictions). If a user is under eighteen (18) years of age (or the applicable age of majority, if greater than eighteen (18) years of age in her/his respective jurisdiction) and/or if that user is unable to enter into legally binding contracts under applicable law, that user does not have permission to use and/or access the Subjects™ Offerings. Subjects™ may terminate a user's access to the Subjects™ Offerings at any time and for any reason, in its sole discretion. Such reasons may include, without limitation, where Subjects™ believes that such user is: (a) in any way in breach of the Agreement; and/or (b) engaged in any improper conduct in connection with the Subjects™ Offerings.

2. Modification. To the extent permissible by applicable law, we may amend the Agreement from time to time in our sole discretion, without specific notice to you; provided, however, that: (a) any amendment or modification to the arbitration provisions, prohibition on class action provisions or any other provisions applicable to dispute resolution (collectively, "Dispute Resolution Provisions") shall not apply to any disputes incurred prior to the applicable amendment or modification; and (b) any amendment or modification to pricing and/or billing provisions ("Billing Provisions") shall not apply to any charges incurred prior to the applicable amendment or modification. The latest Agreement will be posted on the Site, and you should review the Agreement prior to using the Subjects™ Offerings. By your continued use of the Subjects™ Offerings, you hereby agree to comply with, and be bound by, all of the terms and conditions contained within the Agreement effective at that time (other than with respect to disputes arising prior to the amendment or modification of the Dispute Resolution Provisions, or charges incurred prior to the amendment or modification of the Billing Provisions, which shall be governed by the Dispute Resolution Provisions and/or Billing Provisions then in effect at the time of the subject dispute or incurred charges, as applicable).

3. Registration. In order to obtain access to the Subjects™ Offerings including, without limitation, minting a Subject™ NFT, you may be required to first submit the applicable registration form to Subjects™ for review and approval ("Form"). Subjects™ reserves the right, in its sole discretion, to deny access to the Subjects™ Offerings to anyone at any time and for any reason, whatsoever. The registration data that you must supply on the Form may include, without limitation, some or all of the following: (a) your Wallet (as defined below) ID (where you attempt to obtain a Subject™ NFT and/or pre-register for an associated minting event); (b) your Twitter® handle (where you pre-register for a Subject™ NFT minting event); and/or (c) any other information requested on the applicable Form (collectively, "Registration Data"). You agree to provide true, accurate, current and complete Registration Data and to update your Registration Data as necessary in order to maintain it in an up to date and accurate fashion.

4. Wallet, Cryptocurrency and Technology Requirements. Users shall be responsible, at all times, for obtaining and maintaining, at such users' sole cost and expense: (a) all input/output devices or equipment (such as a computer/mobile device, up-to-date Internet browser version, modems, terminal equipment, computer equipment and software) and communications services (including, without limitation, Internet connection, a functioning e-mail account, long distance or local telephone services) necessary to access the Subjects™ Offerings and for ensuring that such equipment and services are compatible with Subjects'™ requirements; (b) functioning, Ethereum-compatible wallets that are accepted by the OpenSea® marketplace, as well as other major marketplaces, such as, but not necessarily limited to, Coinbase®, MetaMask® and WalletConnect® (each, a "Wallet"), as such list may be revised from time-to-time by Opensea.io and/or Subjects™; and (c) any cryptocurrencies necessary to purchase and/or sell the Subjects™ NFTs including, where applicable, Ethereum. Subjects™ does not guarantee the quality, speed or availability of the Internet connection associated



with any mobile device and/or computer. Subjects™ does not guarantee that the Subjects™ Offerings can be accessed: (i) on all mobile devices; (ii) through all wireless service plans; (iii) in connection with all Internet browsers; and/or (iv) in all geographical areas. Standard messaging, data and wireless access fees may apply to use of the Subjects™ Offerings through a wireless device. Users are fully responsible for all such charges and Subjects™ has no liability or responsibility to any user, whatsoever, for any such charges billed by any wireless carrier.

Coinbase® is a registered trademark of Coinbase Global, Inc. ("Coinbase"). MetaMask® is a registered trademark of ConsenSys Software Inc. ("MetaMask"). OpenSea® is a registered trademark of Ozone Networks, Inc. ("OpenSea"). WalletConnect® is a registered trademark of WalletConnect Inc. ("WalletConnect"). Please be advised that Subjects™ is not in any way affiliated with Coinbase, MetaMask, OpenSea or WalletConnect, and the Subjects™ Offerings are not endorsed, administered or sponsored by any of the foregoing entities.

5. Subjects™ NFTs. Where you are given access to the initial Subject™ NFT "minting" event, you will have the opportunity to mint a unique Subject™ NFT free of charge (other than Gas Fees, as defined below) via the Site. When minting your free Subject™ NFT, you will have the opportunity, during the same transaction, to purchase a second Subject™ NFT for 0.089 "ETH" cryptocurrency. If you choose not to purchase the second Subject™ NFT during the initial minting event, that offer will permanently expire upon completing the minting of your free Subject™ NFT. In order to mint a Subject™ NFT, whether free of charge or for the listed purchase price, you must pay the Gas Fees. For purposes of the Agreement, the "Gas Fees" shall mean the amount of ETH charged by Ethereum. Gas Fees are determined by the then-current demand on the Ethereum blockchain, at the time of a given transaction.

You acknowledge and agree that Subjects™ Offerings represent an art-based project, that the Subjects™ NFTs are only pieces of art and Subjects™ and does not offer any road map, entitlements, utilities, services, promotional offers and/or other ancillary benefits in conjunction with the Subjects™ NFTs. Where you purchase or otherwise obtain a Subject™ NFT, you are not entitled to anything other than the Subject™ NFT so acquired.

Subjects™ shall determine on which blockchain the Subject™ NFT, reside. Subjects™ may change the blockchain applicable to Subjects™ NFTs, including to a separate fork of an existing blockchain, at any time, with or without notice to any holder of the Subjects™ NFTs.

All purchases of Subjects™ NFTs, as well as the terms, conditions and restrictions associated with your ownership and use of same, shall at all times be subject to a separate agreement between you and Subjects™ (each, an "Owner Agreement"). By purchasing or otherwise obtaining a Subject™ NFT, you are agreeing to the terms and conditions set forth in the applicable Owner Agreement. An owner of a Subject™ NFT may obtain certain ownership rights in and to the specific image depicted in the Subject™ NFT as same resides on the blockchain; provided, however, that certain restrictions shall apply. By purchasing or otherwise obtaining a Subject™ NFT, you represent and warrant that you are not: (a) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or (b) listed on any U.S. Government list of prohibited or restricted parties.

Subjects™ NFTs are not meant as investment vehicles. We make absolutely no promise or guarantee that Subjects™ NFTs will increase in value, or maintain the same value as the amount you paid to purchase same. You understand and agree that Subjects™ NFTs have no inherent monetary value, and they should be treated as nothing more than collectibles with potential future value or lack thereof.

6. Purchases; Billing Provisions.



(a) **Subjects™ NFTs.** Where a user connects her/his/its Wallet to the designated area of the Site, and wishes to obtain a Subject™ NFT, then, after authorization by the user, that user's Wallet will be charged the applicable purchase fee in ETH, if any (the "**Purchase Fees**"), as well as any applicable Gas Fees in ETH (and together with the Purchase Fees, the "**Fees**").

(b) **General Billing Provisions.** By making a purchase by and through the Site, you: (i) represent that you are authorized to use the Wallet that you utilized in connection therewith and that any payment information that you provide is true and accurate; and (ii) authorize us to charge the Fees to your Wallet. You must promptly notify us of any changes to your Wallet. Any attempt to defraud through the use of any Wallet, regardless of the outcome, or any failure by you to honor legitimate charges or requests for payment, will result in immediate termination of your access to the Subjects™ Offerings (including any Subjects™ NFTs) and pursuit of civil litigation and/or criminal prosecution. **UNLESS OTHERWISE INDICATED ON THE SITE AND/OR IN THE OWNER AGREEMENT, ALL FEES ARE FINAL AND NON-REFUNDABLE.**

Subject to the conditions set forth herein and in the applicable Owner Agreements, you agree to be bound by the Billing Provisions of Subjects™ in effect at any given time. Upon reasonable prior written notice to you (with e-mail sufficing), Subjects™ reserves the right to change its Billing Provisions whenever necessary, in its sole discretion. Subsequent payment of Fees after receipt of such notice shall constitute consent to any and all such changes; provided, however, that any amendment or modification to the Billing Provisions shall not apply to any Fees incurred prior to the applicable amendment or modification.

(c) **Electronic Signatures.** Subjects'™ authorization to provide and bill for the Fees is obtained by way of your electronic signature or, where applicable, via physical signature and/or voice affirmation. Once an electronic signature is submitted, this electronic order constitutes an electronic letter of agency. Subjects'™ reliance upon your electronic signature was specifically sanctioned and written into law when the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Transactions Act were enacted in 1999 and 2000, respectively (collectively, the "**E-Sign Act**"). Both laws specifically pre-empt all state laws that recognize only paper and handwritten signatures. Pursuant to any and all applicable statutes, regulations, rules, ordinances or other laws including, without limitation, the E-Sign Act and other similar state and federal statutes, **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SUBJECTS™ OFFERINGS.** Further, you hereby waive any rights and/or requirements under any statutes, regulations, rules, ordinances or other law in any jurisdiction which requires an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means. You acknowledge and agree that you have the ability to print information delivered to you electronically, or otherwise know how to store that information in a way that ensures that it remains accessible to you in unchanged form.

7. Content. Subject to the terms and conditions of the Agreement, users that possess the requisite technology shall have the opportunity to view, download and/or interact with all or some of the Content made available by and through the Site and/or other Subjects™ Offerings. The Content shall at all times remain subject to the disclaimers set forth in these Terms and Conditions, as well as elsewhere on the Site and in the Agreement. The Content is compiled, distributed and displayed by Subjects™, as well as third-party content providers, such as Baby Teeth, and other third-party entities/individuals (collectively, "**Third-Party Providers**"). Subjects™ does not control the Content provided by Third-Party Providers that is made available by and through the Subjects™ Offerings. Please be advised that Subjects™ does not verify or fact-check statements made by Third-Party Providers in connection with the Content. Such Third-Party Providers are solely responsible for the accuracy, completeness, appropriateness, safety and/or usefulness of such Content. The Content



should not necessarily be relied upon. Subjects™ does not represent or warrant that the Content and other information posted by and/or through the Subjects™ Offerings is accurate, complete, up-to-date or appropriate. Users understand and agree that Subjects™ will not be responsible for, and Subjects™ undertakes no responsibility to monitor or otherwise police, Content provided by Third-Party Providers. Users agree that Subjects™ shall have no obligation and incur no liability to such users in connection with any Content. Users may find certain Content to be outdated, harmful, inaccurate and/or deceptive. Please use caution, common sense and safety when using the Content. The publication of any Content provided by Third-Party Providers by and through the Subjects™ Offerings does not constitute an endorsement by Subjects™ of the subject Third-Party Provider

8. Social Media Pages. The Site contains links to various Social Media Pages. The Social Media Pages are hosted and made available by third party entities on the Social Media Websites. Your use of Social Media Pages and Social Media Websites shall be governed by those Social Media Websites' applicable agreements, privacy policies and terms and conditions. You understand and agree that Subjects™ shall not be liable to you, any other user or any third party for any claim in connection with your use of, or inability to use, the Social Media Pages and/or Social Media Websites.

9. Compliance with Laws. You acknowledge that there are various rules, regulations and laws that address NFTs, cryptocurrencies and blockchain technology (collectively, "Emerging Technology Laws"), and that Emerging Technology Laws are established by each individual country, province, state or other applicable jurisdiction. In addition to the Emerging Technology Laws, you are also subject to all international, municipal, state and federal laws, rules and regulations of the country, province, city and state in which you reside and from which you access the Subjects™ Offerings including, without limitation, applicable import and export laws (together with Emerging Technology Laws, "Applicable Law"). You agree to comply, and are solely responsible for your compliance with, all Applicable Law. You acknowledge and agree that your purchase and/or sale of Subjects™ NFTs and use of cryptocurrency in connection therewith is at your own risk, and you agree not to hold Subjects™ responsible or liable if Applicable Law restricts or prohibits your access to, or ability to purchase and/or sell, Subjects™ NFTs.

10. License Grant. As a user of the Site, you are granted a non-exclusive, non-transferable, revocable and limited license to access and use the Subjects™ Offerings and all other materials, products and/or services posted or made available by and through same (collectively, "Subjects™ Materials") in accordance with the Agreement. Subjects™ may terminate this license at any time for any reason. Unless otherwise expressly authorized by Subjects™, you may only use the Subjects™ Materials for your own personal, non-commercial use. No part of the Subjects™ Materials may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer or transfer the Subjects™ Materials and/or any portion thereof. You may not create any "derivative works" by altering any aspect of the Subjects™ Materials. You may not use Subjects™ Materials in conjunction with any other third-party content (e.g., to provide sound for a film). You may not exploit any aspect of the Subjects™ Materials for any commercial purposes not expressly permitted by Subjects™ (including the bundled sale of such Subjects™ Materials). Systematic retrieval of the Subjects™ Materials by automated means or any other form of scraping or data extraction in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Subjects™ is strictly prohibited. You further agree to indemnify and hold harmless Subjects™ for your failure to comply with this Section 10. Subjects™ reserves any rights not explicitly granted in the Agreement.

11. Proprietary Rights. All Subjects™ Materials are owned or licensed by or to Subjects™, and is protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) rights. Except as expressly provided in the Agreement (including the Owner



Agreement which provides certain rights in and to the Subjects™ NFTs), no part of Subjects™ Materials may be reproduced, recorded, retransmitted, sold, rented, broadcast, distributed, published, uploaded, posted, publicly displayed, altered to make new works, performed, digitized, compiled, translated or transmitted in any way to any other computer, website or other medium or for any commercial purpose, without Subjects'™ prior express written consent. Except as expressly provided in the Agreement (including the Owner Agreement which provides certain rights in and to the Subjects™ NFTs), you are not granted any rights or license to patents, copyrights, trade secrets, rights of publicity or trademarks with respect to any Subjects™ Materials. The posting of information or material on the Site by Subjects™ does not constitute a waiver of any right in or to such information and/or materials. Subjects™ reserves all rights not expressly granted hereunder or in the Owner Agreement. The "Subjects" name and logo are trademarks of Subjects Corp. All other trademarks are the property of their respective owners. The use of any Subjects™ trademark without Subjects'™ express written consent is strictly prohibited.

12. Indemnification. To the fullest extent permissible by applicable law, you agree to indemnify and hold the Covered Parties harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your unauthorized and/or improper use of the Subjects™ Offerings; (b) your breach of the Agreement and/or violation of Applicable Law; (c) any dispute between you and any other users and/or other third parties; (d) any claim that Subjects™ owes any taxes in connection with your use of the Subjects™ Offerings; and/or (e) your violation of any rights of another individual and/or entity. The provisions of this Section 12 are for the benefit of Subjects™ and the other Covered Parties. To the fullest extent permissible by applicable law, each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

13. Disclaimer of Warranties. THE SUBJECTS™ OFFERINGS, SUBJECTS™ NFTS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED IN CONNECTION WITH SAME, ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, SUBJECTS™ MAKES NO WARRANTY THAT THE SUBJECTS™ OFFERINGS, SUBJECTS™ NFTS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED IN CONNECTION WITH SAME, AS WELL AS BLOCKCHAIN TECHNOLOGY: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED; (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) WILL HAVE SECURITY METHODS EMPLOYED THAT WILL BE SUFFICIENT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF SAME, OR AGAINST INFRINGEMENT; (E) WILL RESULT IN ANY SPECIFIC INVESTMENT INCOME, REVENUE OR OTHER FINANCIAL OUTCOME; AND/OR (F) WILL BE ACCURATE OR RELIABLE. THE SUBJECTS™ OFFERINGS, SUBJECTS™ NFTS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED IN CONNECTION WITH SAME MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. SUBJECTS™ WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SUBJECTS™, ANY USERS, THIRD-PARTY CONTENT PROVIDERS OR OTHERWISE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

Please be aware that the prices of NFTs are extremely volatile, and price fluctuations in ETH could impact the value of your Subjects™ NFTs both positively and negatively. Given this volatility, Subjects™ NFTs should NOT be considered investments. You assume all risks in connection therewith. No information and/or Content made available by and/or through the Subjects™ Offerings is or should



be considered advice or an invitation to enter into an agreement for any investment purpose. Further, no element of the Subjects™ Offerings 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. It remains your sole and exclusive responsibility to assure that the purchase and sale of Subjects™ NFTs, and the use of cryptocurrencies, complies with the laws and regulations of your jurisdiction.

You assume all risks associated with using an Internet-based 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. NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies which could, in turn, impact the value of your Subjects™ NFTs. You understand and accept all risk in that regard. Without limiting the foregoing, you assume all responsibility for any adverse effects of disruptions or other issues impacting ETH and/or the Ethereum platform.

14. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT SUBJECTS™ SHALL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUBJECTS™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE SUBJECTS™ OFFERINGS, SUBJECTS™ NFTS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED IN CONNECTION WITH SAME; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, CONTENT AND/OR ANY OTHER PRODUCTS PURCHASED OR OBTAINED FROM OR THROUGH THE SITE; (C) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR REGISTRATION DATA; (D) ANY MATTER RELATED TO THE ETHEREUM PLATFORM OR CRYPTOCURRENCY, BLOCKCHAIN TECHNOLOGY AND/OR ANY USER'S WALLET; (E) THE FAILURE TO REALIZE ANY SPECIFIC INVESTMENT OUTCOME, REVENUE OR OTHER FINANCIAL OUTCOME; AND/OR (F) ANY OTHER MATTER RELATING TO THE SUBJECTS™ OFFERINGS, SUBJECTS™ NFTS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED IN CONNECTION WITH SAME. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND ANY AND ALL OTHER TORTS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOU HEREBY RELEASE SUBJECTS™ FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION, THE MAXIMUM LIABILITY OF SUBJECTS™ TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE FIVE HUNDRED DOLLARS (\$500.00). THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SUBJECTS™. ACCESS TO THE SUBJECTS™ OFFERINGS, SUBJECTS™ NFTS AND/OR ANY OTHER PRODUCTS AND/OR SERVICES OFFERED IN CONNECTION WITH SAME WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS ON LIABILITY AND, IN SUCH JURISDICTIONS, THE LIABILITY OF SUBJECTS™ SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

15. Legal Warning. If you bypass or disable any portion of the Subjects™ Offerings or associated software including, without limitation, the operation of Subjects™ systems, or you attempt to circumvent or tamper with the Subjects™ NFTs in any way, you are in violation of the Agreement and Subjects™ may suspend or terminate your access to the Subjects™ Offerings without notice. Termination of your Account will not excuse you from any criminal or other civil liabilities that may result from your actions.



16. Third-Party Websites. The Subjects™ Offerings may provide links to other Internet websites and/or resources including, without limitation, the Social Media Sites and the OpenSea® marketplace. Because Subjects™ has no control over such third party websites and/or resources, you hereby acknowledge and agree that Subjects™ is not responsible for the availability or content of such third party websites and/or associated resources. Furthermore, Subjects™ does not endorse, and is not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials available at or from such third party websites or resources, or for any damages and/or losses arising therefrom or associated therewith.

17. Dispute Resolution Provisions. The Agreement shall be treated as though it were executed and performed in New York, NY and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). The parties (and Covered Parties) hereby agree to arbitrate all claims that may arise under and/or relate to the Subjects™ Offerings and/or the Agreement. Without limiting the foregoing, should a dispute arise between the parties/ any Covered Parties including, without limitation, any matter concerning the Subjects™ Offerings, the terms and conditions of the Agreement or the breach of same by any party hereto: (a) the parties/ Covered Parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association (“AAA”) in New York, NY, in accordance with the then current Commercial Arbitration rules of the AAA; and (b) you agree to first commence a formal dispute proceeding by emailing us an “Initial Dispute Notice” to: support@subjectsworld.com. The Initial Dispute Notice must contain the following information: (i) your full name, as well as the business entity’s full legal name; (ii) your mailing address, as well as the business entity’s mailing address; (iii) your preferred email address; (iv) a description of your claim/dispute; and (v) a description of the specific relief you seek. The Covered Party(ies) named in your Initial Dispute Notice (collectively, the “Named Parties”) may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice (“Final Settlement Offer”). If the applicable Named Party(ies) provide(s) you with a Final Settlement Offer and you do not accept it, or such Named Party(ies) cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before the AAA, in your county of residence, by filing a separate Demand for Arbitration, which is available [here](#). For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than the applicable Final Settlement Offer, then the Named Party(ies) will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, the Named Party(ies) will reimburse any reasonable attorneys’ fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Although the Named Party(ies) may have a right to an award of attorneys’ fees and expenses if Named Party(ies) prevail(s) in arbitration, the Named Party(ies) will not seek such an award from you unless the arbitrator determines that your claim was frivolous.

To the extent permitted by law, you agree that you will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that you may have against any of the Covered Parties. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in the suit. You agree to pay the attorney’s fees and court costs that any Covered Party incurs in seeking such relief. This provision preventing you from bringing, joining or participating in class action lawsuits: (A) does not constitute a waiver of any of your rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (B) is an independent agreement. You may opt-out of these dispute resolution provisions by providing written notice of your decision within thirty (30) days of the date that you first access the Site.



19. California User Consumer Rights. In accordance with Cal. Civ. Code Sec. 1789.3, California State resident users may file grievances and complaints with the California Department of Consumer Affairs, 400 R Street, Ste. 1080, Sacramento, CA 95814; or by phone at: 916-445-1254 or 800-952-5210; or by email to: dca@dca.ca.gov.

20. Miscellaneous. Should any part of the Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. The Agreement is personal between you and Subjects™ and it governs your use of the Subjects™ Offerings and Subjects™ Materials. To the extent that anything in or associated with the Subjects™ Offerings is in conflict or inconsistent with these Terms and Conditions, these Terms and Conditions shall take precedence; provided, however, that with respect to the Subjects™ NFTs, to the extent that anything in these Terms and Conditions is inconsistent with the Owner Agreement, the Owner Agreement shall take precedence. Subjects'™ failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. The parties do not intend that any agency or partnership relationship be created through operation of the Agreement. Subject to certain provisions regarding the transferability of the Owner Agreement, the Agreement may not be assigned or transferred by you without our prior written consent. We may assign this Agreement without your consent, with or without notice to you.

21. Contact Us. If you have any questions about the Agreement or the practices of Subjects™, please feel free to e-mail us at: support@subjectsworld.com.

