

NFPrompt

Terms of Service

Effective Date: April, 2023

Welcome to NFPrompt! A product owned and operated by NFPrompt LTD (“NFPrompt,” “we,” “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use of the NFPrompt website(s), our APIs, mobile app (the “App”), and any other software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and create NFTs and use our tools, at your own discretion, to connect directly with others to purchase, sell, or transfer NFTs on public blockchains (collectively, the “Service”). “NFT” in these Terms means a non-fungible token or similar digital item implemented on a blockchain, which uses smart contracts to link to or otherwise be associated with certain content or data.

For purposes of these Terms, “user”, “you”, and “your” means you as the user of the Service. If you use the Service on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 16 BELOW, THEY INCLUDE A MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER WHICH (WITH LIMITED EXCEPTIONS) REQUIRE ANY DISPUTES BETWEEN US TO BE RESOLVED THROUGH INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY IN COURT.

BY CLICKING TO ACCEPT AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE, INCLUDING OUR PRIVACY POLICY <https://static.nfprompt.io/website/nfp/docs/privacy.pdf>. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

NFPrompt is not a wallet provider, exchange, broker, financial institution, money services business, or creditor. NFPrompt provides a peer-to-peer web3 service that helps users discover and directly interact with each other and NFTs available on public blockchains. We do not have custody or control over the NFTs or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of NFTs. To use our Service, you must use a third-party wallet which allows you to engage in transactions on blockchains.

You bear full responsibility for verifying the identity, legitimacy, and authenticity of NFTs that you purchase from third-party sellers using the Service and we make no claims about the identity, legitimacy, functionality, or authenticity of users or NFTs (and any content associated with such NFTs) visible on the Service.

NFPrompt reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the “Effective Date” date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.

1. **Accessing the Service**

(a) Your Account. You will need a blockchain address and a third-party wallet to access the Service. Your account on the service (“**Account**”) will be associated with your blockchain address. Your Account on NFPrompt will be associated with your linked blockchain address and display the NFTs for that blockchain address (and, if applicable, any content associated with such NFTs). By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with NFPrompt, and NFPrompt does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. NFPrompt accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account (you can contact us here).

(b) Compliance. You also represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Service. Without limiting the foregoing, by using the Service, you represent and warrant that: (i) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo (“**Embargoed Jurisdiction**”); (ii) you are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, “**Sanctions**”); (iii) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (v) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction. You further covenant that the foregoing shall be true during the entire period of this agreement. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Service, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.

(c) Eligibility. We require all users to be at least 18 years old. If you are at least 13 years old

but under 18 years old, you may only use NFPrompt through a parent or guardian's Account and with their approval and oversight. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old.

(d) Duty to Provide Information and Documents Under Certain Circumstances. We may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, we, in our sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by us. If you do not provide complete and accurate information in response to such a request, we may refuse to restore your access to the Service.

(e) Unauthorized Access. You may not access or utilize the Services for the purpose of web crawling, web harvesting, data mining, data extraction, scraping or aggregating information, including without limitation listings and smart contracts available on or through the Services, or similar activities without our prior written consent in our sole discretion.

(f) License to Access. You are hereby granted a limited, non-exclusive, nontransferable, non-sublicensable, and personal license to access and use the Service provided, however, that such license is subject to your compliance with these Terms. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of the Service, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service (and right to download a single copy of the App onto your applicable equipment or device), in each case for the sole purpose of enabling you to use the Service as permitted by these Terms, provided that your license in any content linked to or associated with any NFTs is solely as set forth by the applicable seller or creator of such NFT.

2. **Ownership**

(a) Proprietary Property of NFPrompt. The Service, including its "look and feel" (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the NFPrompt logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of NFPrompt or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

(b) Intellectual Property of NFPrompt. NFPrompt's name, logo, trademarks, and any NFPrompt product or service names, designs, logos, and slogans are the intellectual property of NFPrompt or our affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other "hidden text" utilizing "NFPrompt" or any other name, trademark or product or service name of NFPrompt or our affiliates or licensors without our prior written permission. In addition, the "look and feel" of the Service constitutes the service mark, trademark or trade dress of NFPrompt and may not be copied, imitated or used, in whole or in part, without our prior written permission.

(c) Third-party Rights. All other third-party trademarks, registered trademarks, and product names mentioned on the Service or contained in the content linked to or associated with any NFTs displayed on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by NFPrompt.

3. **Third-Party Content and Services**

(a) Third-party Content. As a peer-to-peer web3 service, NFPrompt helps you explore NFTs created by third parties and interact with different blockchains. NFPrompt does not make any representations or warranties about this third-party content visible through our Service, including any content associated with NFTs displayed on the Service, and you bear responsibility for verifying the legitimacy, authenticity, and legality of NFTs that you purchase from third-party sellers. We also cannot guarantee that any NFTs visible on NFPrompt will always remain visible and/or available to be bought, sold, or transferred.

(b) Third-Party Services. The Service may also contain links or functionality to access or use third-party websites (“**Third-Party Websites**”) and applications (“**Third-Party Applications**”), or otherwise display, include, or make available content, data, information, services, applications, or materials from third parties (“**Third-Party Materials**”). When you click on a link to, or access and use, a Third-Party Website or Third-Party Application, though we may not warn you that you have left our Service, you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications, and Third-Party Materials are not under the control of NFPrompt, and may be “open” applications for which no recourse is possible. NFPrompt is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. NFPrompt provides links to these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services or associated Third-Party Materials. You use all links in Third-Party Websites, Third-Party Applications, and Third-Party Materials at your own risk.

4. **Terms Applicable to Purchaser and Sellers.** If you are using the Services to purchase NFTs, you are a “**Purchaser**,” and if you are using the Services to sell NFTs, you are a “**Seller**.” If you are either a Purchaser or Seller, you agree to the following additional terms:

(a) Purchase Terms. NFTs may be subject to terms directly between the Purchasers or the Sellers with respect to the use of the NFT content and benefits associated with a given NFT (“**Purchase Terms**”). NFPrompt is not a party to any such Purchase Terms, which are solely between the Purchasers or the Sellers. The Purchasers or the Sellers are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms. You are solely responsible for reviewing such Purchase Terms.

(b) Costs and Fees. Transactions on the Service may be subject to fees that NFPrompt collects to support the NFT creators and Service, as posted on the Site or otherwise set forth in these Terms.

“**Revenue**” means the gross amount paid by the Purchaser of a sale of your NFT on the Service. You further agree to pay all other applicable fees, including Gas Fees and hosting fees, and you authorize NFPrompt to automatically charge you for any such fees or deduct such fees (including the Transaction Fee) directly from your amounts paid by the Purchaser. The payments made to Creators do not include any Taxes (as defined below), and NFPrompt shall have no responsibility for payment of such Taxes regardless of the taxing authority. Each party shall be responsible for all Taxes imposed on its income or property. Purchasers will be responsible for paying all such fees. In addition, interactions with the blockchain may also result in transaction fees or Gas Fees (as defined below) imposed by the blockchain, which are also solely your responsibility. “**Gas fees**” mean the fees that fund the network of computers that run the decentralized blockchain network, meaning that you will need to pay a Gas Fee for each transaction that occurs via the blockchain network.

(c) Revenue Share and Fees. If you are a Seller, will receive Revenue less the Transaction Fee for each initial sale of your NFT on the Service. “**Transaction Fee**” means the percentage of the Revenue generated from the initial sale of your NFT sale of an NFT that is listed on the listing interface, as agreed by you, when determining to list your NFT for sale. The Transaction Fee may be, but is not required to be, the sale percentage for all sales of NFT and may be changed from time to time prior to being agreed to on the listing interface with respect to.

5. **Terms Applicable to Creators.** If you are using the Services to create and deploy, you are a “Creator” and agree to the following additional terms:

(a) Royalties. If you are a Creator, in each sale by other Sellers following your initial sale of your NFT, you will receive the percentage of Revenue with respect to each such sale set forth in the applicable field of the NFT at the time of creation (“**Artist Royalty Fee**”).

(b) Taxes. You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

6. **Feedback.** We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“**Feedback**”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

7. **User Conduct and Our Rights to Take actions.** To protect our community and comply with our legal obligations, we reserve the right to take action, with or without advance notice, if we believe you have violated these Terms. This may include: removing the ability to view certain NFTs on the Service or use our Service to interact with the NFTs; disabling the ability to use the Service in conjunction with buying/selling/transferring NFTs available on blockchains; disabling your ability to access our Service; and/or other actions. You agree that you will not violate any law, contract,

intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:

- (a)** Use or attempt to use another user's Account without authorization from such user.
- (b)** Pose as another person or entity, or use a wallet to engage in a transaction on NFPrompt that is owned or controlled, in whole or in part, by any other person.
- (c)** Claim an NFPrompt username for the purpose of reselling it, confusing others, deriving others' goodwill, or otherwise engage in name squatting.
- (d)** Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first.
- (e)** Distribute spam, including through sending unwanted NFTs to other users.
- (f)** Use the Service – including through disseminating any software or interacting with any API – that could damage, disable, overburden, or impair the functioning of the Service in any manner.
- (g)** Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to NFPrompt.
- (h)** Use our Service for commercial purposes inconsistent with these Terms or any other instructions.
- (i)** Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality.
- (j)** Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service.
- (k)** Sell or resell the Service or attempt to circumvent any NFPrompt fee systems.
- (l)** Engage in behaviors that have the intention or the effect of artificially causing an item or collection to appear at the top of search results, or artificially increasing view counts, favorites, or other metrics that NFPrompt might use to sort search results.
- (m)** Use the Service or data collected from our Service for any advertising or direct marketing activity (including without limitation, email marketing, SMS marketing, and telemarketing).
- (n)** Use the Service for or in connection with money laundering, terrorist financing, or other illicit financial activity, or in any way in connection with the violation of any law or regulation that

applies to you or to NFPrompt.

(o) Use the Service, directly or indirectly, for, on behalf of, or for the benefit of, (i) any natural or legal person that is the subject of Sanctions; (ii) any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; or (iii) any legal person owned or controlled, directly or indirectly, by any natural or legal person located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction.

(p) Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments.

(q) Use the Service to create, sell, or buy NFTs or other items that give owners rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments.

(r) Use the Service to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity.

(s) Use the Service to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, and/or any other illegally obtained items.

(t) Infringe or violate the intellectual property rights or any other rights of others.

(u) Create or display illegal content, such as content that may involve child sexual exploitation.

(v) Create or display NFTs or other items that promote suicide or self-harm, incites hate or violence against others, or doxes another individual.

(w) Use the Service for any illegal or unauthorized purpose, including creating or displaying illegal content, such as content that may involve child sexual exploitation, or encouraging or promoting any activity that violates the Terms of Service.

(x) Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service.

8. **Intellectual Property Rights**

(a) Right to Use but Not Own Your Content. By using the Service in conjunction with creating, submitting, posting, promoting, or displaying content, or by complying with NFPrompt's metadata standards in your metadata API responses, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, modify, and display any content, including but not limited to text, materials, images, files, communications, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise, that you submit or post on or through the Service for our current and future business purposes, including to provide, promote, and improve the Service. This includes any

digital file, art, or other material linked to or associated with any NFTs that are displayed on the Service. NFPrompt does not claim that submitting, posting, or displaying this content on or through the Service gives NFPrompt any ownership of the content.

(b) Warranties. You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any content that you create, submit, post, promote, or display on or through the Service. You represent and warrant that such content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant NFPrompt the license described above, and that the content does not violate any laws.

(c) Respect of Third Party Rights. NFPrompt respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.

(d) DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about any material on the Service, you may contact us at admin@nfprompt.io.

(e) Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a written “**Notification of Claimed Infringement**” to the us identified above containing the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- (ii) a description of the copyrighted work or other intellectual property right that you claim has been infringed;
- (iii) a description of the material that you claim is infringing and where it is located on the Service, including a URL representing a link to the material on the NFPrompt website;
- (iv) your address, telephone number, and email address;
- (v) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- (vi) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other intellectual property right

owner or authorized to act on the copyright or intellectual property owner's behalf.

(f) Repeat Infringers. NFPrompt's policy is to: (i) remove or disable access to material that NFPrompt believes in good faith, upon notice from an intellectual property rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Service; and (ii) in appropriate circumstances, to terminate the accounts of and block access to the Service by any user who repeatedly or egregiously infringes other people's copyright or other intellectual property rights. NFPrompt will terminate the accounts of users that are determined by NFPrompt to be repeat infringers. NFPrompt reserves the right, however, to suspend or terminate accounts of users in our sole discretion.

(g) Counter Notification. If you receive a notification from NFPrompt that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide NFPrompt with what is called a "**Counter Notification**." To be effective, a Counter Notification must be in writing, provided to NFPrompt's Designated Agent through one of the methods identified in Section 8.2, and include substantially the following information:

- (i) your physical or electronic signature;
- (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which NFPrompt may be found, and that you will accept service of process from the person who provided notification under Section 8.2 above or an agent of that person.

(h) Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to NFPrompt in response to a Notification of Claimed Infringement, then NFPrompt will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that NFPrompt will replace the removed User Content or cease disabling access to it in 10 business days, and NFPrompt will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless NFPrompt's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on NFPrompt's system or network.

(i) False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides at 17 U.S.C. § 512(f) that: “any person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys’ fees, incurred by the alleged infringer, by any copyright owner or copyright owner’s authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [NFPrompt] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.” NFPrompt reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

9. Rights and Terms for App

(a) Access to App. You are responsible for providing the mobile device, wireless service plan, software, Internet connections, and/or other equipment or services that you need to download, install, and use the App. We do not guarantee that the App can be accessed and used on any particular device or with any particular service plan. We do not guarantee that the App or Service will be available in any particular geographic location.

(b) Apple App Store. To the extent the other terms and conditions of these Terms are less restrictive than, or otherwise conflict with, the terms and conditions of this paragraph, the more restrictive or conflicting terms and conditions in this paragraph apply, but solely with respect to your use of the App from the Apple App Store. You acknowledge and agree that these Terms are solely between you and NFPrompt, not Apple, and that Apple has no responsibility for the App or content thereof. Your use of the App must comply with the App Store’s applicable terms of use. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms. You acknowledge that Apple is not responsible for addressing any claims of yours or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation. You acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, NFPrompt, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You must comply with applicable third-party terms of agreement when using the App. You acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as they relate to your use of the App, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

10. Indemnification. By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless NFPrompt, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents,

representatives, predecessors, successors, and assigns (individually and collectively, the “**NFPrompt Parties**”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively, “**Claims**”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, content, NFTs, or content linked to or associated with any NFTs (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, including another user or third-party, and (e) your negligence or willful misconduct. You agree to promptly notify NFPrompt of any Claims and cooperate with the NFPrompt Parties in defending such Claims. You further agree that the NFPrompt Parties shall have control of the defense or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND NFPrompt.

11. **Disclaimers.** YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR OWN RISK. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND NFPrompt EXPRESSLY DISCLAIMS WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. NFPrompt (AND ITS SUPPLIERS) MAKE NO WARRANTY OR REPRESENTATION AND DISCLAIM ALL RESPONSIBILITY FOR WHETHER THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. NFPrompt DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NFPrompt WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE NFPrompt ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, NFPrompt CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, CONTENT LINKED TO OR ASSOCIATED WITH ANY NFTS, OR ANY NFTS YOU INTERACT WITH USING OUR SERVICE OR OUR SERVICE PROVIDERS’ SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. NO ADVICE OR INFORMATION, WHETHER ORAL OR OBTAINED FROM THE NFPrompt PARTIES OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY MADE HEREIN. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD NFPrompt RESPONSIBLE FOR ANY BREACH OF SECURITY.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF NFTS, CONTENT, AND/OR CONTENT LINKED TO OR ASSOCIATED WITH NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (A)

USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) UNAUTHORIZED ACCESS OR USE; (D) ANY UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR NFTS.

NFTS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM NETWORK). ANY TRANSFERS OR SALES OCCUR ON THE ASSOCIATED BLOCKCHAIN (E.G., ETHEREUM). NFPrompt AND/OR ANY OTHER NFPrompt PARTY CANNOT EFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS.

NO NFPrompt PARTY IS RESPONSIBLE OR LIABLE FOR ANY SUSTAINED LOSSES OR INJURY DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE NFTS. NO NFPrompt PARTY IS RESPONSIBLE FOR LOSSES OR INJURY DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE NFTS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING LOSSES OR INJURY AS A RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12. Assumption of Risk. You accept and acknowledge

(a) The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.

(b) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility of NFTs.

(c) The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of NFTs.

(d) You are solely responsible for determining what, if any, taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. NFPrompt is not responsible for determining, withholding, collecting, reporting, or remitting the taxes that apply to your NFTs.

(e) There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become untransferable. You represent and warrant that you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or accounts/collections.

(f) We do not control the public blockchains that you are interacting with and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Additionally, blockchain transactions are irreversible and NFPrompt has no ability to reverse any transactions on the blockchain.

(g) There are risks associated with using Internet and blockchain based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your third-party wallet or Account. You accept and acknowledge that NFPrompt will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service or any Blockchain network, however caused.

(h) The Service relies on third-party platforms and/or vendors. If we are unable to maintain a good relationship with such platform providers and/or vendors; if the terms and conditions or pricing of such platform providers and/or vendors change; if we violate or cannot comply with the terms and conditions of such platforms and/or vendors; or if any of such platforms and/or vendors loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Service will suffer.

(i) NFPrompt reserves the right to hide collections, contracts, and items affected by any of these issues or by other issues. Items you purchase may become inaccessible on NFPrompt. Under no circumstances shall the inability to view items on NFPrompt or an inability to use the Service in conjunction with the purchase, sale, or transfer of items available on any blockchains serve as grounds for a claim against NFPrompt.

(j) If you have a dispute with one or more users, YOU RELEASE US FROM CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IN ENTERING INTO THIS RELEASE YOU EXPRESSLY WAIVE ANY PROTECTIONS (WHETHER STATUTORY OR OTHERWISE) THAT WOULD OTHERWISE LIMIT THE COVERAGE OF THIS RELEASE TO INCLUDE THOSE CLAIMS WHICH YOU MAY KNOW OR SUSPECT TO EXIST IN YOUR FAVOR AT THE TIME OF AGREEING TO THIS RELEASE.

13. **Privacy Policy.** Please refer to our Privacy Policy <https://static.nfprompt.io/website/nfp/docs/privacy.pdf> for information about how we collect, use, and share personal data about you. By submitting personal data through our Service, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

14. **Limitation of Liability**

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL NFPrompt OR ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR THE SERVICE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF NFPrompt OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICE. ACCESS TO, AND USE OF, THE SERVICE, PRODUCTS OR THIRD-PARTY SITES, AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF NFPrompt ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS, OR ANY NFPrompt PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY NFPrompt FOR ITS SERVICE DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

(c) Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

15. **Governing Law and Venue.** These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions.

16. **Dispute Resolution; Arbitration**

(a) Dispute Resolution. Please read the following arbitration agreement in this Section (“**Arbitration Agreement**”) carefully. It requires you to arbitrate disputes with NFPrompt and limits the manner in which you can seek relief from us. This section does not govern disputes between users or between users and third parties. NFPrompt does not provide dispute resolution services for such disagreements and the parties must resolve those disputes directly.

(b) Applicability of Arbitration Agreement. You agree that any dispute, controversy, or claim relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with NFPrompt, will be resolved by binding arbitration, rather than in court, including threshold questions of the arbitrability of such dispute,

controversy, or claim except that (1) you or NFPrompt may assert claims in small claims court, but only if the claims qualify, the claims remain only in such court, and the claims remain on an individual, non-representative, and non-class basis; and (2) you or NFPrompt may seek injunctive or equitable relief in a court of proper jurisdiction if the claim relates to intellectual property infringement or other misuse of intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

(d) Place. Any arbitration hearings will take place in the county where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(e) Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and NFPrompt. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(f) Waiver of Jury Trial. YOU AND NFPrompt HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and NFPrompt are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in this Section, above (“Applicability of Arbitration Agreement”).

(g) Waiver of Class Actions and Class Arbitrations. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A REPRESENTATIVE (INCLUDING, WITHOUT LIMITATION, PAGA) OR COLLECTIVE CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER, PERSON, OR ENTITY CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER, PERSON, OR ENTITY. Accordingly, under the arbitration procedures outlined in this section, an arbitrator shall not combine or consolidate more than one party’s claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and NFPrompt agree

that no dispute shall proceed by way of class arbitration without the written consent of all affected parties.

(h) Severability. Except as provided in this Section, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(i) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with NFPrompt.

17. **General Terms**

(a) Termination. If you breach any of the provisions of these Terms, all licenses granted by NFPrompt will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your Account and/or your ability to access or use the Service (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

(b) Severability. If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

(c) Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to NFPrompt for which monetary damages would not be an adequate remedy and NFPrompt shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

(d) Survival. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by NFPrompt or you. Termination will not limit any of NFPrompt's other rights or remedies at law or in equity.

(e) Entire Agreement. These Terms constitute the entire agreement between you and NFPrompt relating to your access to and use of the Service. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of NFPrompt, and NFPrompt's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.

(f) Notices. Any notices or other communications provided by NFPrompt under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of

receipt will be deemed the date on which such notice is transmitted.

(g) Waiver of Rights. NFPrompt' failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of NFPrompt. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

18. **Contact Information.** If you have questions regarding these Terms, please feel free to contact NFPrompt for clarification via our Customer Support team at admin@nfprompt.io.