

Ready Player Me Digital Collectibles Terms

Last amended: October 4, 2024

By interacting with the Ready Player Me website located at <https://readyplayer.me/> or any associated websites, APIs, or mobile applications of Ready Player Me (“**Platform**”), or by acquiring lawful ownership to and interacting with the Digital Collectibles (as defined in Section 3.1 below) created by **Ready Player Me OÜ**, a private limited company incorporated under the laws of Estonia, registry code 12583780, having its registered office at Pardi Street 2d, 80015, Pärnu, the Republic of Estonia (“**Ready Player Me**”, “**we**”, “**us**” or “**our**”), you agree to these Ready Player Me Digital Collectibles Terms (“**Terms**”). These Terms constitute a legally binding agreement made between you, whether personally or on behalf of a legal entity (“**User**” or “**you**”), and Ready Player Me concerning your access to and use of the Digital Collectibles and the Platform (collectively, the “**Services**”).

1. General Provisions

- 1.1. **Consent to All Applicable Terms.** These Terms define the terms of sale of Digital Collectibles by Ready Player Me to the User. By acquiring any Digital Collectibles, the User acknowledges, agrees, and consents to these Terms as well as all of the terms and conditions of **OpenSea**, owned and operated by Ozone Networks, Inc., located at <https://opensea.io/tos> (“**OpenSea Terms of Service**”). The User is expected and requested to review these Terms as well as the OpenSea Terms of Service and the Base Terms of Service (as defined in Section 3.3 below). If the User does not agree to any terms included in these Terms or the OpenSea Terms of Service or Base Terms of Service or consecutive amendments or updates thereof, the User may not acquire any Digital Collectibles and must immediately discontinue the use of the Services. The User hereby agrees and confirms that the User understands and is bound by the terms set forth herein.
- 1.2. **Platform Terms.** By accessing and/or utilizing the Services, or any products or features provided on the Platform, the User confirms and consents to the additional terms and conditions referenced on the Platform and all the terms and conditions incorporated therein by reference (collectively, “**Platform Terms**”). The Platform Terms may be amended from time to time at our sole discretion, and the amended versions will be considered effective as of the date and time published on the Platform. If the User does not agree to any terms included in the Platform Terms or consecutive amendments or updates thereof, the User must immediately discontinue the use of the Services. The Platform Terms include the Privacy Policy and Terms of Use as defined respectively in Sections 1.3 and 1.4.
- 1.3. **Privacy Policy.** Your use of the Digital Collectibles is subject to the Ready Player Me Platform Privacy Policy (“**Privacy Policy**”, <https://readyplayer.me/privacy>), which outlines how we collect, use, and protect your personal information. By using our Services, you agree to the practices described in our Privacy Policy.
- 1.4. **End-User Terms of Use.** In addition to these Terms, your use of the Platform is also governed by the End-User Terms of Use for Ready Player Me (“**Terms of Use**”, <https://readyplayer.me/terms>). Any inconsistencies between these Terms and the Terms of Use will be resolved in favor of these Terms with respect to the access and use of the Digital Collectibles.

2. Eligibility

- 2.1. **Eligibility Requirements.** To be eligible to access or use the Services, you must satisfy each of the following eligibility requirements:
 - a) you are at least 18 years of age, or are the legal age for entering into legally binding agreements under applicable law;

- b) you are not, nor are you an entity that is, or an entity owned or controlled by any person or entity that is, located in or a resident of any Prohibited Jurisdiction (as defined in Section 2.2, a “**Restricted Person**”);
- c) you are not accessing or using the Services on behalf of a Restricted Person; and
- d) you are not subject nor acting on behalf of somebody who is subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including the lists maintained by the United Nations Security Council, the U.S. Government, the European Union or its Member States, or other applicable government authority.

2.2. Prohibited Jurisdiction. Prohibited Jurisdiction means any of the following:

- a) a country or territory (together, “**Sanctioned Countries**”) that is currently the subject of any sanction administered by the United States Office of Foreign Assets Control of the United States Department of the Treasury or any other United States government authority or subject to any similar sanctions or measures imposed or administered by the United Nations Security Council, the European Union or sanctions administered or imposed under the International Sanctions Act (in Estonian, *rahvusvahelise sanktsiooni seadus*) (together, “**Sanctions**”), including, without limitation, Cuba, Iran, Syria, North Korea, and each of the Crimea, Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine; and
- b) a jurisdiction (including, without limitation, the Sanctioned Countries) in which the sale of the Digital Collectibles is prohibited, restricted or unauthorized in any form or manner whether in full or in part under the laws, regulatory requirements or rules in such jurisdiction.

3. Digital Collectibles

3.1. Digital Collectible Standard. Digital Collectibles refer to non-fungible tokens (“**NFTs**”) which represent digital collectibles that are offered by Ready Player Me on OpenSea, being created and implemented on the Ethereum layer-2 network known as Base (“**Base network**”) and utilizing the ERC-721C token standard (“**Digital Collectible Standard**”) by way of smart contract or otherwise (each a “**Digital Collectible**” and, collectively, “**Digital Collectibles**”). Digital Collectibles are entries in a digital ledger, based on the Digital Collectible Standard.

3.2. Wallet Required. To access and use certain of the Services, such as the Digital Collectibles, you will need an Ethereum blockchain digital wallet that is compatible with the Base network (“**Wallet**”). The Wallet used by you may not be designated on any sanctions lists, including those referred to in clause d) of Section 2.1.

3.3. Use of Base network. The Digital Collectible Standard is currently available solely on the Base network. Your use of the Base network is subject to the Terms of Service of the Base network available at <https://docs.base.org/terms-of-service> (“**Base Terms of Service**”). Please carefully review these terms and conditions before using the Base network.

3.4. Initial Acquisition. To acquire the Digital Collectible on OpenSea from Ready Player Me (“**Initial Acquisition**”), the User agrees to pay the price of the Digital Collectible to Ready Player Me pursuant to the amount and payment method displayed on OpenSea (however, from time to time, Ready Player Me may also offer the Digital Collectibles for free), all applicable transaction fees as displayed on OpenSea and all applicable taxes.

3.5. Ownership of Digital Collectibles. By acquiring a Digital Collectible, the User gets certain defined ownership rights related to the specific Digital Collectible. Ownership and control of the Digital Collectibles is mediated entirely by a smart contract on the Base network (or any other applicable network). However, smart contract does not give you any ownership rights to the underlying intellectual property of the associated crypto-asset. At no point will Ready Player Me

seize, freeze, or otherwise modify the ownership of the Digital Collectibles except if legally required.

- 3.6. Reveal.** After the Initial Acquisition, Ready Player Me will update the metadata of the Digital Collectible to replace the initial placeholder artwork with the artwork related to the Digital Collectible ("**Digital Image**"). The determination of the Digital Image will be conducted by a computer program that randomly chooses the Digital Image from all eligible images, and the random selection is final and binding. The Digital Collectibles are available to millions of Internet users. The odds of winning any particular Digital Image depend on the total number of eligible participants that purchase a Digital Collectible. The Digital Image is revealed on OpenSea as per the details (on the date and at the time) provided by Ready Player Me on its Platform (<http://playerzero.me/>).
- 3.7. Secondary Market.** After the Digital Image is revealed, the Users can sell their Digital Collectibles on the secondary distribution market of OpenSea ("**Secondary Sales**"). Any Secondary Sales are subject to these Terms, OpenSea Terms of Service, Base Terms of Service and functionalities of the Base network.
- 3.8.** If there is a conflict between the terms of these Terms and the terms of of any third party that facilitates directly or indirectly any Secondary Sales ("Subsequent Market"), these Terms shall supersede the terms of the Subsequent Market and shall govern. In addition, although we do not guarantee that they will, third parties may grant Users various entitlements and benefits. If a third party does so, such entitlements and benefits will be subject to whatever terms are provided by such third parties. We are not responsible or liable for any third-party Subsequent Market or any third-party entitlements or benefits. Users covenant not to sue Ready Player Me, or its licensors, based on activities that may occur on such Subsequent Markets, due to third-party benefits or entitlements, or in connection with any direct purchase or transfers with unaffiliated owners of Digital Collectibles in which Users may engage.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. READY PLAYER ME DOES NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

- 3.9. Digital Collectible Utility.** Users can equip the Digital Collectibles to their Ready Player Me avatars ("**Avatars**") through the Platform in accordance with the Terms of Use, utilizing assets on the Base network, once the User has connected their Wallet to the Platform. Thereby, the User is able to unlock customization items for the Avatars which are based on the Digital Collectibles available in the Wallet. Each Digital Collectible unlocks one equippable customization item. While initially, at the time when the Digital Collectibles are first made available, the Digital Collectibles may not offer extensive gameplay functionality, the Digital Collectibles enhance the visual and personalized experience in the games that Ready Player Me has developed, with potential for more utility in the future. For a more detailed overview of Avatars and how to utilize the Digital Collectibles, see the Terms of Use and the Platform.
- 3.10. Additional Features.** Ready Player Me may choose to make additional features, access, content, items or other benefits available to owners of NFTs ("**Additional Features**"). Ready Player Me has no duty or obligation to provide you with any Additional Features, and you should not expect any Additional Features when acquiring a NFT. Additional Features may be subject to additional terms and conditions, which may be presented to you at the time they are made available.

3.11. Informational Resources. We may make certain informational resources relating to the Services, Digital Collectible Standard and Digital Collectibles, including, without limitation, technical documentation, blog posts, data, articles, tutorials, social media posts and other informational content (“**Informational Resources**”), available to you as part of the Services. You acknowledge and agree that all such Informational Resources are intended for informational and educational purposes only and are not the exclusive or sole source of information regarding the foregoing. Ready Player Me is not liable for any damage or loss caused or alleged to be caused by or in connection with the use or reliance on any Informational Resources.

3.12. No Right or Claim. The User understands and agrees that (i) acquiring one or more Digital Collectibles does not constitute, create, or confer any right or claim by the User against Ready Player Me to offer any services on its Platform whatsoever, including any such services that would confer any utility to Digital Collectibles, enable usage scenarios of any kind, or interaction opportunities of any form or in any manner in between Digital Collectibles, their holders or Users; and (ii) after acquiring one or more Digital Collectibles according to the Terms, Ready Player Me does not owe them any legal duty or obligation beyond enabling delivery of Digital Collectibles to the User and granting the license under these Terms.

4. Fees

4.1. Transaction Fees. You acknowledge and agree that all transactions conducted through OpenSea, including the Initial Acquisition and Secondary Sales, may cause the User to incur transaction fees as specified by OpenSea and/or the Base network. These transaction fees may therefore, amongst others, include a fee specified by OpenSea for processing the transaction and a so-called “gas fee” to execute the transaction on the Base network.

4.2. Royalties. You acknowledge and agree that during Secondary Sales, a percentage of the price earned by selling the Digital Collectibles on OpenSea is automatically deducted as royalties and distributed to Ready Player Me and OpenSea.

5. License

5.1. Reservation of Rights. Each Digital Collectible is specifically associated with a work of authorship or other intellectual property owned or controlled by Ready Player Me such that, if you own the Digital Collectible, you can access and/or display such Digital Image through the Digital Collectible pursuant to these Terms. You acknowledge and agree that we (or, as applicable, our licensors) own all legal rights, title and interest in and to the Digital Image and all intellectual property rights therein. The rights that you have in and to the Digital Image are limited to those expressly stated in the Terms below. We and our licensors reserve all rights in and to the Digital Image not expressly granted to you in Section 5.2.

5.2. Grant of License. Subject to your lawful acquisition of the NFT and your continued compliance with these Terms, Ready Player Me grants you a non-exclusive, non-transferable (except as specifically provided below in Section 5.3), revocable, worldwide license to display and reproduce the Digital Image associated with the NFT solely for your own personal non-commercial use (for example, home display or display on your Avatar as provided in the Terms of Use). You have the right to sublicense such rights solely to third parties to enable the right to display the Digital Image, with Ready Player Me being a third party beneficiary to all such sublicenses with the ability to enforce such agreements. For avoidance of doubt, except to the extent that a Ready Player Me trademark is included in the NFT (in which case such use of WENEW’s trademarks will be subject to Section 4 and solely as embodied in the NFT), you may not, use any Ready Player Me trademarks. No trademark or other rights based on designation of source or origin are licensed to you. You may not use, attempt to register, or enforce any rights in any asset, including any domain names, social media accounts or related addresses, that contains or incorporates

any artwork, other representation, name or mark that may be confusingly similar to such trademarks.

- 5.3. Transfer and Sublicensing.** The license granted in these Terms is non-transferrable, except that if you lawfully transfer ownership of your Digital Collectible, the license to the Digital Image in Section 5.2 to you will terminate upon the effective date of such transfer, and such license will be assigned to the new owner of the Digital Collectible associated with such Digital Image. As a condition to sales, transfers or similar transactions of the Digital Collectible, the transferee agrees upon the acquisition of the Digital Collectible that (a) the transferee is not a Restricted Person and (b) the transferee accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 5.2 above, you are only permitted to do so if any such sublicensees agree (i) that they are not Restricted Persons and (ii) that if your licensed rights in Section 5.2 are transferred (such as because you sell your Digital Collectible), then any such sublicenses you have granted in such licensed rights will automatically terminate. Because virtually all public blockchains are licensed under open-source licenses, it is possible that the blockchain may fork, merge, or duplicate the original blockchain that initially recorded ownership of your Digital Collectible. In such case, any rights granted under these Terms to owners of any Digital Collectible will only be granted to the lawful owners of such Digital Collectible whose ownership is recorded on the mainnet version of the blockchain that is generally recognized and predominantly supported in the blockchain industry as the legitimate successor of the original blockchain (as determined in our sole discretion).
- 5.4. License Restrictions.** You agree that you may not, nor permit any third party to do or attempt to do any of the following without our express prior written consent in each case: (i) modify, distort or perform any other change to the Digital Image in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Digital Image as a brand or trademark or to advertise, market, or sell any third party product or service; (iii) use the Digital Image in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others or promote illegal activities; (iv) use the Digital Image in movies, videos, or any other forms of media, except solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Digital Image; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Digital Image; (vii) attempt to mint, tokenize, or create an additional cryptographic token representing the same Digital Image; (viii) use the Digital Image in connection with defamatory or dishonest statements about us and/or our affiliated companies or which otherwise damage the goodwill, value or reputation of us; (ix) use any logos, trademarks, service marks, and trade dress associated with Digital Collectibles, Ready Player Me or the Services for any use that would require a license from us; or (x) otherwise utilize the Digital Image for your or any third party's commercial benefit, including by selling copies of any Digital Image or selling derivative works embodying any Digital Image.
- 5.5. Third Party IP.** To the extent that the Digital Image contains third party intellectual property (for example, licensed intellectual property) ("**Third Party IP**"), you understand and agree as follows: (i) that you will not have the right to use such Third Party IP in any way except as incorporated in the Digital Image, and subject to the license and restrictions contained in these Terms; (ii) that, depending on the nature of the license granted from the owner of the Third Party IP, we may need to pass through additional restrictions on your ability to use the Digital Image; and (iii) to the extent that we inform you of such additional restrictions (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of these Terms.

- 5.6. **Term of the License.** The license is granted for an unspecified term. If at any time you transfer or otherwise dispose of the NFT for any reason, or if the license is terminated pursuant to Section 8 (*Termination*), the license granted herein will immediately terminate with respect to that Digital Collectible without the requirement of notice, and you will have no further rights with respect to the Digital Collectible.
- 5.7. **Termination of License to the Digital Collectible.** The licensee identified in these Terms apply only to the extent that you continue to hold the Digital Collectible. Therefore, upon the transfer of your Digital Collectible to a new holder, as recorded by the Smart Contract and/or underlying blockchain, your License hereunder shall immediately and automatically terminate. You agree to comply with all applicable laws in using, selling, or transferring the Digital Collectible and your use of the associated Digital Collectible. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of your Digital Collectible for any reason through any means, your rights under this Limited License will immediately be revoked and expire with respect to the Digital Collectible associated with this Digital Collectible without the requirement of notice, and you will have no further rights in or to such Digital Collectible. User's licenses to the Digital Collectible shall automatically terminate and all rights shall revert to Ready Player Me if at any time: (a) User breaches any portion of these Terms, or (b) User engages in any unlawful activity related to the Digital Collectible (including transferring the Digital Collectible to a prohibited person), as applicable. Upon any termination, discontinuation, or cancellation of User's licenses to the Digital Collectible, Ready Player Me may disable User's access to the Digital Collectible and User shall delete, remove, or otherwise destroy any back up or other digital or physical copy of the Digital Collectible.
- 5.8.
- 5.9. **Survival.** The restrictions in Section 5 (*License*) will survive the expiration or termination of the license granted in Section 5.2.

6. **User's Representations and Warranties**

- 6.1. **Wallet Compatibility.** Neither OpenSea nor Ready Player Me provides you with a digital wallet to acquire the Digital Collectibles. Ready Player Me does not make any representation or warranty, either express or implied, concerning digital wallets or any related technology, including non-infringement in connection with the use thereof, its technical limitations, fitness for a particular purpose, or capabilities or prospective failures regarding its use. You are solely responsible for determining the appropriateness of using digital wallets and assume any risks associated therewith.
- 6.2. **Wallet Safety.** You are solely responsible for reviewing the terms of use, technology and security protocols associated with your Wallet software. Ready Player Me does not offer any Wallet software or take custody, possession or control of your crypto-assets at any time. You are solely responsible for maintaining the security of your Wallet. Ready Player Me is not liable for any acts or omissions by you in connection with your Wallet or any security incident related to your Wallet.
- 6.3. **Compliance.** You are responsible for ensuring that acquiring and interacting with the Digital Collectibles under these Terms is not unlawful or prohibited under the laws of your jurisdiction or under the laws of any other jurisdiction to which you may be subject and that by obtaining the Digital Collectibles, you will be in full compliance with applicable laws (including, without limitation, in compliance with any tax obligations to which you may be subject in any relevant jurisdiction). You will observe all applicable laws and regulations in such manner that will, to the best of your knowledge and belief, result in compliance by you and Ready Player Me in any jurisdiction in which you directly or indirectly:

- a) purchase, hold, use, offer, sell, transfer, deliver, re-sell, re-offer or exchange Digital Collectibles;
- b) enter into or perform your obligations under these Terms; or
- c) distribute these Terms or any advertisement or similar material.

6.4. No Expectation of Profits. The User acknowledges and agrees that the Digital Collectibles are not being sold as an investment by, or in, Ready Player Me. Further, the User acknowledges and agrees that the Digital Collectibles have been designed to be non-fungible, ephemeral and without any further use other than providing the User with the Digital Image. The User acknowledges that the value of NFTs may be derived from the continued willingness of market participants to exchange crypto currencies or traditional government currency (also referred to as fiduciary money or Fiat money) for NFTs, resulting in the potential for a permanent and total loss of market value of a particular NFT should there be no demand. The volatility and unpredictability of the price and value of NFTs, relative to fiduciary money, may result in significant loss over a short period of time. Ready Player Me cannot and does not guarantee or warrant in any manner or respect whatsoever the value of any NFT or blockchain related digital asset, including Digital Collectibles, and explicitly warns the User that there is no reason to believe that any NFT or blockchain asset, including the Digital Collectibles, will increase in value or even hold any value, and that there is a high probability it may decrease in value, or entirely lose value.

6.5. No transfer of IP. Unless otherwise expressly provided in these Terms, the visual interfaces, graphics (including the Digital Image and all art and drawings associated), design, systems, methods, information, computer code, software, services, “look and feel”, organization, a compilation of the content, code, data, and all other elements of any content provided on the Platform or otherwise under or in connection with these Terms are protected by copyright, trade dress, patent, trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All such intellectual property is the property of its owners or licensors, and all trademarks, service marks, and trade names are proprietary to its owner or licensors. Except as expressly set forth herein, the use of the Platform itself does not grant the User any ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Platform.

7. Risks

7.1. Acknowledgment of Risks. By obtaining the Digital Collectibles and accepting these Terms, you expressly and finally acknowledge, accept and assume the risks set out in this Section 7 (*Risks*) of the Terms and that the risk factors set out herein are not, and are not intended to constitute, a comprehensive or exhaustive list of risk factors.

7.2. Notification. Ready Player Me notifies each User of certain disclosures and risks associated with blockchain, NFTs, and cryptocurrency and their associated technology and protocols. Digital Collectibles are not an investment product; under no circumstance shall any action, notice or communication by any means, or omission by Ready Player Me be understood or interpreted as such. Ready Player Me has no influence whatsoever on any blockchain integrated into the Platform, the transactions, consensus protocols, or digital wallets. The ownership of a Digital Collectible or use of the Platform does not represent or constitute any stake, share, security, debt, equivalent privileges or a right to receive any form of reward or revenue from participation in or relating to any activity of Ready Player Me or any other person or entity.

7.3. Blockchain Network Risk. Transactions involving Digital Collectibles are recorded on the Base network. The User represents and warrants that the User accepts all blockchain protocol and network risks, including instability, congestion, high transaction costs, network latency, information security (including that a digital wallet in which any of the Digital Collectibles are or will be held, the Platform, or any relevant network used in connection with the Digital Collectibles

or any other services provided under or in connection with these Terms may be hacked, compromised by unauthorized third parties or otherwise subject to malware beyond the reasonable control of Ready Player Me, which may, amongst others, result in a non-recoverable loss of the User's data or the Digital Collectibles or any part thereof), regulatory risk, and technological and operational error. The User understands these risks may result, amongst others, in delays or failure to process transactions and/or potentially high blockchain transaction fees or third party fees. The User represents and agrees that Ready Player Me is not responsible for any diminished performance of the Platform, related features, or capabilities resulting from blockchain network risk, or any other risks specified above.

- 7.4. **Blockchain Modification Risk.** The User represents and warrants that the User is familiar with and accepts the risks associated with blockchain development and code changes, including that (i) blockchain technologies are still under development and may undergo significant changes over time; (ii) blockchain contributors may make changes to the features and specifications of the algorithm selected by the User; (iii) such modifications may include or result in the elimination of support for specific algorithms and applications, including in connection with the Digital Collectibles and/or the Platform.
- 7.5. **Regulatory Risk.** NFTs are non-financial assets which are not considered legal tender and are not issued or backed by any government. Moreover, NFTs are not insured against theft or loss by any insurance corporation or investor protection. The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of NFTs. Ready Player Me may cease any distribution of the Digital Collectibles, the development of the Platform, or cease operations in a jurisdiction in the event that governmental actions make it unlawful or commercially undesirable to continue to do so.
- 7.6. **Technology Risk.** NFT and blockchain transactions may be irreversible, and losses due to fraudulent or accidental transactions may not be recoverable. In addition, some blockchain transactions are deemed to be made when recorded on a public ledger, which may not necessarily be the date or time the User initiated the transaction. The nature of such blockchain transactions may lead to an increased risk of fraud or cyber-attacks.
- 7.7. **Risk of Incompatible Wallet Service.** The wallet or wallet service provider used to receive Digital Collectibles must conform to the Digital Collectible Standard in order to be technically compatible with Digital Collectibles. The failure to ensure such conformity may have the result that User will not gain access to their Digital Collectibles.
- 7.8. **Risks Arising from Taxation.** The tax characterization of NFTs is uncertain. You must seek your own tax advice in connection with acquisition, storage, transfer and use of Digital Collectibles, which may result in adverse tax consequences to you, including, without limitation, withholding taxes, transfer taxes, value added taxes, income taxes, capital taxes and similar taxes, levies, duties or other charges and tax reporting requirements.
- 7.9. **Third-party Risk.** We are not responsible for any third party website you may use or access in connection with the Digital Collectibles. We do not make any warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on any third party websites, whether or not linked to from our website. You understand and agree that your use of any third party website is subject to the terms of use of that website which you should review and clarify as necessary. We will not be responsible for the acts or omissions of any third party, nor will we be responsible for any damage or loss suffered or caused as a result of your use of any third party website.

7.10. Jurisdiction Related Risks. Residents, tax residents or persons having a relevant connection with certain jurisdictions are not eligible to obtain the Digital Collectibles. Changes in your place of domicile or the applicable law may result in you violating any legal or regulatory requirements of your applicable jurisdiction. You are responsible for ensuring that the distribution, holding, use or exchange of Digital Collectibles is, and remains lawful despite changes to applicable laws, your residence and circumstances.

7.11. Unanticipated Risks. Cryptographic tokens such as the Digital Collectibles are a novel technology. In addition to the risks set out in this Section 7 (*Risks*), there are other risks associated with your acquisition, storage, transfer and use of the Digital Collectibles, including those that the Ready Player Me may not be able to anticipate. Such risks may further materialize as unanticipated variations or combinations of the risks set out in this Section 7 (*Risks*).

8. Termination

8.1. Termination by Ready Player Me. Ready Player Me may terminate these Terms without prior notice if: (i) you have breached any provision of these Terms or acted in a manner which clearly shows that you do not intend to or are unable to comply with any provision in these Terms; or (ii) Ready Player Me reasonably considers it is required to do so by the application of any laws or by any government or authority (including any regulatory body of any jurisdiction). Ready Player Me will use commercially reasonable efforts to provide you with notice of such termination, though for the avoidance of doubt your license will terminate regardless of whether such notice is actually received.

8.2. Effect of Termination. Upon termination of these Terms, (i) you must cease all use of the rights granted in Section 5.2 and all further use of the Digital Image, and all sublicenses you have granted in the Digital Image will automatically terminate; (ii) you must cease all use of the Digital Collectibles; and (iii) we reserve the right to terminate or suspend your access to the Digital Collectibles at our discretion and to terminate our relationship with you and take any actions considered necessary or desirable for us to meet our legal and regulatory obligations. Termination will not limit any of Ready Player Me's other rights or remedies at law.

9. Right of Withdrawal of Consumer

9.1. Application of the EU Consumer Rights Directive. If you are a consumer within the meaning of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights ("**EU Consumer Rights Directive**"), *i.e.*, a natural person who, in contracts covered by the EU Consumer Rights Directive, is acting for purposes which are outside his or her trade, business, craft or profession habitually residing in the European Union ("**Consumer**") and purchase Digital Collectibles in an online sale only, you may have the right under the EU Consumer Rights Directive, as transposed into national law, to withdraw from the distance contract of sale of the Digital Collectible within 14 days of the date the Digital Collectible was sold to you ("**right of withdrawal**").

9.2. Consent to Waive the Right of Withdrawal. You as a Consumer expressly consent and acknowledge that by purchasing the Digital Collectible(s), you waive your right of withdrawal in accordance with (i) point (m) of Article 16 of the EU Consumer Rights Directive as the Digital Collectibles are considered digital content which is not supplied on a tangible medium and/or (ii) point (a) of Article 16 of the EU Consumer Rights Directive after the Service has been fully performed.

9.3. Exercise of Right of Withdrawal. If you still qualify for the right of withdrawal and wish to exercise it, you must notify Ready Player Me in writing within 14 days of the date the Digital Collectible was sold to you ("**Cancellation Period**"). The written notice should be sent within the Cancellation Period by e-mail to support@readyplayer.me. The notice should state (i)

your name, residential address and contact details, (ii) invoice number, (iii) description of the Digital Collectibles, (iv) the date of the sale and (v) that you wish to exercise the right of withdrawal under the EU Consumer Rights Directive. Subject to the following conditions, we will refund you within 14 days from cancellation the payment for Digital Collectibles:

- a) we will deduct from the refund all costs and charges that we have incurred in connection with processing such refund (to the extent such deductions are allowed by applicable law); and
- b) if we have already delivered the Digital Collectibles to you, we will not refund before you have returned all the Digital Collectibles to us.

10. Disclaimers, Limitations of Liability, and Indemnification

10.1. Disclaimers. Your access to and use of the Digital Collectible and the Digital Image is at your own risk. Except as expressly provided for in these Terms, to the maximum extent permitted under applicable law, Ready Player Me, its partners, affiliates, employees, officers, directors, contractors, agents, licensors and equity holders ("**Ready Player Me Entities**") disclaim all warranties and conditions, whether express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, title and non-infringement in the Digital Collectibles and Digital Images. The Ready Player Me Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, originality, security or reliability of the Digital Collectibles and Digital Images; (ii) the operation or compatibility with any other application or any particular system, device, blockchain, digital wallet, hardware or marketplace; and (iii) whether the Digital Collectibles and Digital Images will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (iv) the deletion of, or the failure to store or transmit the Digital Collectibles and Digital Images. The Digital Collectibles and Digital Images are intended for enjoyment, use and consumption only.

10.2. Limitation of Liability of Ready Player Me Entities. To the fullest extent permitted by applicable law, in no circumstances will:

- a) Ready Player Me or any of Ready Player Me Entities be liable for any indirect, special, incidental or consequential loss of any kind (including, without limitation, loss of revenue, income, business or profits, loss of contract or depletion of goodwill, loss of anticipated savings, loss of use or data, or damages for business interruption or any like loss) arising out of or in any way related to the acquisition, storage, transfer or use of the Digital Collectibles or otherwise related to these Terms, regardless of the cause of action; and
- b) the aggregate liability of Ready Player Me and Ready Player Me Entities (jointly), regardless of the cause of action, arising out of or relating to these Terms or the use of or inability to use the Digital Collectibles, exceed the amount paid by the User to Ready Player Me under these Terms.

10.3. Indemnification. To the fullest extent permitted by applicable law, you will defend, indemnify, and hold Ready Player Me Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees) incurred by Ready Player Me Entities that arise from or relate to: (i) you acquiring Digital Collectibles or using the Platform or any of the Services; (ii) the performance or non-performance of your responsibilities, representations, warranties or obligations under these Terms; (iii) your breach of any of the terms and conditions set out in these Terms; or (iv) your breach of any rights of any other person or entity. For these limited purposes, Ready Player Me Entities (other than Ready Player Me) are third party beneficiaries of these Terms. Ready Player Me reserves the right to exercise sole control over the defense, at your sole cost and expense, of any claim subject to an indemnity set out in this Section 10.3. The indemnity set out in this Section 10.3 is in addition to, and not in lieu of, any other remedies that may be available to Ready Player Me under applicable law.

11. Miscellaneous

- 11.1. **Taxes.** Value-added tax, sales tax and other taxes, including any taxes applicable to the sale or purchase of Digital Collectibles and/or the use of cryptocurrencies, are payable in accordance with applicable law. By acquiring a Digital Collectible, the User acknowledges and agrees that it is their responsibility to pay these and any taxes that are due on the purchase of the Digital Collectible, including those arising but not collected at the time of the sale of the Digital Collectible or applicable through retroactive and applicable legislation. All prices, fees, charges and expenses set out in or in connection with these Terms are quoted exclusive of any applicable value-added tax or sales tax.
- 11.2. **Independent Parties.** These Terms do not create any agency, partnership, or joint venture between Ready Player Me Entities and the User. Any activity in relation with the Digital Collectibles is carried out by the User in an independent manner, *i.e.*, the User performs its activities in its own name, on its own behalf and under its own responsibility, and it bears the economic risk associated with the carrying out of those activities.
- 11.3. **Assignment.** The User will not assign or otherwise transfer the User's rights and obligations under these Terms without the prior written consent of Ready Player Me. Any assignment or transfer in violation of this Section 11.3 will be null and void. At any time and without the need for the User's consent, Ready Player Me may assign any obligation or right hereunder, or transfer these Terms to any third party, at the sole discretion of Ready Player Me. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 11.4. **Amendments.** Ready Player Me may amend these Terms from time to time in its sole discretion. If we make material amendments to these Terms, we will use reasonable efforts to provide you notice through reasonable public means (for example, public post on a social media network, through Platform, or on any third party marketplace through which the NFT is sold) at least 30 days prior to the entry into force of such amendments to provide you the opportunity to review the amendments before they become effective. We agree that amendments cannot be retroactive. If you object to any amendments, you must immediately discontinue the use of the Digital Collectibles. Your continued exercise of any license rights or other rights granted under these Terms, including your access to or use of Services after notice of an amendment has been posted constitutes your acceptance of the amendment as of its effective date. Amendments to these Terms which are (i) more favorable to you; (ii) required by law; or (iii) relating to the addition of a new service or extra functionality to the existing Service; or (iv) any other amendment which neither reduces your rights nor increase your responsibilities, will come into effect immediately if they are stated in the amendment notice.
- 11.5. **Force Majeure.** Ready Player Me Entities will not be liable for any failure or delay in performance of an obligation under these Terms where the failures or delay results from any cause beyond reasonable control, including acts of God, labor disputes, or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Force Majeure events include upgrades to the validation rules of a given blockchain network (*e.g.*, a "hard fork" or "soft fork").
- 11.6. **Governing Law.** These Terms, including non-contractual claims arising out of or related to these Terms, are governed in all respects by the laws of the Republic of Estonia, excluding the provisions of the 1980 United Nations Convention on the International Sale of Goods and the conflict of law rules of Estonian private international law.
- 11.7. **Dispute Resolution.** If any disputes arise out of or relating to the Terms, we will attempt to resolve them through negotiations. If the matter is not resolved by negotiations, the Harju District

Court located in Estonia has the exclusive jurisdiction as a court of first instance. For avoidance of doubt, any dispute is to be adjudicated on an individual basis and to the fullest extent allowed by applicable law, the Parties waive the right to participate in any representative actions. If you are a Consumer, you also have the right to turn to (i) the court of your place of residence or (ii) to the Estonian Consumer Disputes Committee, or (iii) to file a complaint online through the European Online Dispute Resolution platform at <https://ec.europa.eu/odr>.

- 11.8. Waivers and Severability.** Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of these Terms is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary, so the rest of these Terms remains in effect.
- 11.9. Survival.** All sections which by their nature should survive the termination of these Terms will continue in full force and effect after and notwithstanding any termination of these Terms by Ready Player Me or you.
- 11.10. Entire Agreement.** These Terms set out all the terms agreed between the parties hereto and supersede all other agreements and/or understandings relating to its subject matter. In entering these Terms, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), whether through oral or electronic communication or any whitepaper, etc., except those expressly set out in these Terms.

12. Contact Information

For any questions about these Terms, please contact us at support@readyplayer.me.