

Terms Of Service

Last Updated: April 23, 2024

1. Introduction

Welcome to BeMy.Digital, owned and operated by SUPER HOW, UAB d/b/a BeMy.Digital (“BeMy.Digital”, “SUPER HOW?”, “we,” “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use of the BeMy.Digital website(s), our APIs, and any live support, software, tools, features, or functionalities provided on or in connection with our services; including without limitation using our services to view, explore, and help display NFTs, and using 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 (such as the XRP Ledger 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” mean 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.

BeMy.Digital also provides NFT Collection minting and publishing in a platform marketplace and related services exclusively to Business clients (“Business Client”, “NFT Issuer”, “NFT Creator”, “NFT Collection Creator”). The Terms of Service for Business Clients are not included in these Terms and are agreed upon separately.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION AND AFFECT YOUR LEGAL RIGHTS. AS OUTLINED IN SECTION 15 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, SIGN, AND/OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE.

BeMy.Digital is not a wallet provider, exchange, broker, dealer, financial institution, payments processor, money services business, or creditor. BeMy.Digital 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.

BeMy.Digital have agreements with Business Clients for minting and publishing NFT collections on our platform. Therefore, for NFT collections created by Business Clients, BeMy.Digital can provide assurance regarding the legitimacy and authenticity of NFT sellers associated with those collections. Each NFT collection created by Business Clients has its own terms and conditions attached. These terms and conditions disclose the specifics of the exact collection sale and constitute an agreement between the User and the NFT Collection Creator.

Because we have a growing number of services, we sometimes need to provide additional terms for specific services (and such services are deemed part of the “Service” hereunder and shall also be subject to these Terms). Those additional terms and conditions, which are available with the relevant service, then become part of your agreement with us if you use those services. In the event of a conflict between these Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service.

BeMy.Digital 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 “Last Updated” 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.

2. Accessing the Service

In the BeMy.Digital, your blockchain address is your unique identifier. To access our services, you'll need both a blockchain address and a third-party wallet. Your BeMy.Digital account, known as your “Account,” is linked to your blockchain address. However, if you wish to personalize your BeMy.Digital presence, you can add extra details like a profile picture to your Account.

Your Account displays the NFTs associated with your blockchain address, along with any relevant content. When you use a wallet in conjunction with our services, you agree to abide by the terms and conditions set by the wallet provider. It's important to note that wallets are independent entities not operated or affiliated with BeMy.Digital. As such, we do not have control over your wallet's contents and cannot be held responsible for its security. You are solely responsible for safeguarding your wallet credentials and seed phrase. If you encounter any wallet-related issues, please contact your wallet provider immediately. Similarly, you are responsible for the security of your Account and associated wallet. BeMy.Digital accepts no liability for any actions or omissions on your part in relation to your Account or compromised wallet. Should you detect any security concerns regarding the Service or your Account, please notify us promptly.

You must comply with all applicable laws, including EU regulations, when using our Service. To uphold legal requirements and ensure the safety of our users and platform, we may need to restrict, suspend, or terminate your access to the Service. Please note that BeMy.Digital is not obligated to disclose the specifics of such actions.

By using the Service, you confirm that you are not located in, ordinarily resident in, or organized under any jurisdiction subject to comprehensive EU regulations. Additionally, you certify that you are not subject to any sanctions imposed by the EU, any other government, or international organizations. You must not transact with individuals or entities falling into any of these categories. This commitment remains valid throughout the duration of our agreement. If you access or use the Service outside the EU, you are responsible for ensuring compliance with local laws.

In certain situations, such as upon the request of a government authority or as dictated by applicable law or regulation, BeMy.Digital may require you to provide additional information and documents. Failure to comply with such requests may result in the temporary suspension of your Account until the necessary information is provided. If incomplete or inaccurate information is provided, BeMy.Digital reserves the right to refuse restoration of your access to the Service.

Your access to the Service may be interrupted periodically for various reasons, including equipment malfunction, routine maintenance, or potential violations of our Terms of Service. BeMy.Digital reserves the right to disable your Account or reassign your username or associated URL at our discretion.

All users must be at least 18 years old to use BeMy.Digital. If you are between 13 and 18 years old, you may only use BeMy.Digital with the approval and oversight of a parent or guardian, who will be responsible for your actions. Use of our Service by individuals under 13 years old is strictly prohibited.

3. Ownership

The BeMy.Digital platform, including its appearance and design (such as text, images, logos, and layouts), original content, and all materials within it, including the BeMy.Digital logo and all related content, are the exclusive property of BeMy.Digital, our affiliates, licensors, or users. You agree not to take any actions that conflict with these ownership rights. We, along with our affiliates, licensors, and users, reserve all rights related to the BeMy.Digital platform and its content, including the sole right to create new versions or adaptations.

The name, logo, trademarks, and any other identifying features of BeMy.Digital or its products and services are the intellectual property of BeMy.Digital, our affiliates, or licensors and cannot be replicated, imitated, or used without our prior written consent. You are prohibited from using any hidden text or meta tags that include the name "BeMy.Digital" or any other trademarks associated with BeMy.Digital without our permission. Additionally, the distinctive appearance and design of the BeMy.Digital platform are protected and cannot be copied or used without our prior written consent.

Any other trademarks, registered trademarks, or product names mentioned on the BeMy.Digital platform belong to their respective owners and cannot be replicated, imitated, or used without permission from the rightful owners. Mention of these products, services, or names does not imply endorsement, sponsorship, or recommendation by BeMy.Digital.

We appreciate feedback and suggestions for improving the BeMy.Digital platform ("Feedback"). However, providing Feedback does not grant you any rights or ownership over the platform or the Feedback itself. You agree that BeMy.Digital may use and disclose Feedback for any purpose without notifying or compensating you, and you relinquish any intellectual property rights associated with the Feedback.

Kindly be aware that BeMy.Digital does not hold ownership, custody, or authority over NFTs or NFT Collections produced by Business Clients. The responsibility for the utility, operation, and functionality of these NFTs or NFT Collections rests solely with their creators. Each NFT Collection is governed by its own distinct Terms and Conditions, which outline the specific guidelines and agreements applicable to that collection.

4. License to Access and Use Our Service and Content

You are hereby granted a limited, nonexclusive, nontransferable, nonsublicensable, 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 NFT Collection Creator of such NFT.

5. Third-Party Content, Agreements, and Services

As a peer-to-peer web3 service, BeMy.Digital helps you explore NFTs created by third parties and interact with different blockchains. BeMy.Digital 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 BeMy.Digital will always remain visible and/or available to be bought, sold, or transferred.

Furthermore, it's important to note that BeMy.Digital has agreements with Business Clients for minting and publishing NFT collections on our platform. Therefore, for NFT collections created by Business Clients, BeMy.Digital can provide assurance regarding the legitimacy and authenticity of NFT sellers associated with those collections. Each NFT collection created by Business Clients has its own terms and conditions attached. These terms and conditions disclose the specifics of the exact collection sale and constitute an agreement between the User and the NFT Collection Creator.

Users bear sole responsibility for any content, utility, or phygital (physical and/or digital) asset associated with their NFTs, as well as for the rights granted under the distinct terms and conditions of the specific NFT Collection.

Phygital Asset – is a term used to describe a digital asset that possesses physical characteristics or attributes, or conversely, a physical asset that has been digitized to enable interaction or integration with digital platforms. Phygital assets blur the line between the physical and digital worlds, often combining elements of both to create immersive experiences or facilitate transactions in modern commerce.

These Terms solely govern the use of our Service. NFTs are available on public blockchains, are purchased, sold, or transferred between a buyer, seller and/or creator directly, and may be purchased, sold, or transferred by buyers, sellers, and/or creators without the use of our Service and therefore without agreeing to our Terms. There may be terms and conditions that apply to the NFTs' themselves set directly between buyers, sellers, and/or creators with respect to the NFT including with respect to the use of the NFT content and rights and obligations associated with a given NFT ("NFT Terms"). For example, when you click to get more details about any of the NFTs or NFT Collections visible on BeMy.Digital or view the NFT metadata, you may notice a third-party link to NFT Terms governing the use of the NFT that you will be required to comply with. BeMy.Digital does not set the NFT Terms and is not party to any such NFT Terms, which are solely between the buyer, seller, and/or creator. The buyer, seller, and/or creator are entirely responsible for communicating, promulgating, agreeing to, and enforcing NFT Terms. You are responsible for reviewing such NFT Terms.

Sellers and NFT Creators are solely responsible for determining and establishing the price of an NFT, inclusive of any applicable tax. Additionally, to the extent applicable, they are solely responsible for any gamification, collecting or engagement mechanics behind the NFT Collection.

For its services, BeMy.Digital may receive certain fees. In some instances, BeMy.Digital may facilitate payment collection on behalf of NFT Creators as a service to Business Clients, as stipulated in a separate service agreement. However, the fees applicable to Business Clients are determined and agreed upon through this separate service agreement.

In facilitating payment collection on behalf of NFT Creators as a service to Business Clients, BeMy.Digital operates strictly as a facilitator of transactions, distinct from a payment service provider. This means that BeMy.Digital neither holds funds on behalf of users nor initiates payment transactions directly between buyers and sellers. Instead, BeMy.Digital's role is confined to providing a platform for NFT exchange and facilitating communication between buyers and sellers.

In facilitating payment collection on behalf of NFT Creators as a service to Business Clients, BeMy.Digital is merely intermediary for payment facilitation and in no event shall be considered a party to NFT related sale, purchase or any other kind of transaction and such transaction shall be considered as entered between NFT Creator and Sellers.

In this operational model, transactions occur directly between buyers and sellers, with BeMy.Digital serving as an intermediary to facilitate the exchange. It's essential to emphasize that at no point does BeMy.Digital assume ownership of the goods or funds involved in the transaction process, save for the fees payable to BeMy.Digital.

Furthermore, BeMy.Digital does not determine or collect other associated costs, fees, and expenses related to buying and selling NFTs. These expenses may include creator earnings, gas fees, or transaction fees, and are remitted directly to the respective parties, such as the seller, creator, payment processor, or blockchain validator. As BeMy.Digital does not handle these fees, it does not have the capability to issue refunds for them.

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 BeMy.Digital, and may be “open” applications for which no recourse is possible. BeMy.Digital is not responsible or liable for any Third-Party Websites, Third-Party Applications, and Third-Party Materials. BeMy.Digital 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.

6. User Conduct

We highly value transparency and strive to offer individuals from diverse backgrounds and experience levels within the web3 community a rich exploration of various blockchains. However, in order to safeguard our community and comply with legal obligations, we reserve the right to take action, with or without prior notice, if we believe, at our sole discretion, that you have violated these Terms or if there's a suspicion of unlawful activity involving our Service. Such actions may include limiting access to certain NFTs, disabling or restricting Service usage, or implementing other necessary measures.

By using the Service, you agree not to violate any laws, contracts, intellectual property rights, or the rights of third parties. Additionally, you acknowledge that you are solely responsible for your actions and content while using the Service. Furthermore, you agree to refrain from engaging in the following prohibited activities:

- (a) Unauthorized use of another user's Account.
- (b) Impersonating another individual or entity, or using a wallet associated with any other person for transactions on BeMy.Digital.
- (c) Registering BeMy.Digital usernames with the intent to resell them, cause confusion, or derive goodwill from others.
- (d) Accessing the Service from a different blockchain address after being blocked without obtaining prior written permission.
- (e) Sending spam, including unsolicited NFTs to other users.
- (f) Utilizing the Service in a manner that may harm, disable, overload, or disrupt its functioning.

- (g) Circumventing access controls, rate limiting systems, or other instructions governing Service access.
- (h) Contravening our developer policies while using our Service or APIs.
- (i) Engaging in commercial activities inconsistent with these Terms or any provided instructions.
- (j) Using unauthorized automated means to access the Service, extract data, or interfere with its functionality.
- (k) Attempting to reverse engineer, duplicate, decompile, or otherwise access Service code or functionality.
- (l) Selling or attempting to resell the Service or circumventing BeMy.Digital's fee systems.
- (m) Employing Service data for advertising or direct marketing purposes.
- (n) Using the Service for illicit financial activities, money laundering, or terrorist financing.
- (o) Involving the Service in activities related to individuals or entities subject to Sanctions or located in Embargoed Jurisdictions.
- (p) Engaging in price manipulation, fraud, or deceptive activities.
- (q) Transacting with stolen, fraudulently obtained, or illegally obtained items on the Service.
- (r) Infringing upon the intellectual property rights or other rights of third parties.
- (s) Creating, displaying, purchasing, or selling illegal content, such as content involving child sexual exploitation.
- (t) Using the Service with funds derived from unlawful activities or with wallets associated with such activities.
- (u) Interfering with, disrupting, or inhibiting other users' enjoyment of the Service.

Lastly, it's essential to conduct your own research (DYOR) when using the Service. You are responsible for verifying the authenticity, legitimacy, and identity of any NFT, collection, or account you interact with through our Service. We do not make any claims or guarantees regarding the identity or authenticity of any content on the Service.

7. Intellectual Property Rights

All intellectual property rights pertaining to NFT Collections, including but not limited to artwork, digital content, metadata, and associated information, belong to the respective NFT Collection Creator. The specifics of BeMy.Digital's rights to utilize materials, metadata, and information are delineated in a separate agreement between BeMy.Digital and the Creator.

Users who have acquired NFTs from the Service are bound by the terms and conditions specified in the NFT Terms and Conditions. These terms delineate the users' entitlements and responsibilities regarding the acquired NFT, encompassing, though not restricted to, usage rights, resale rights, and any other relevant provisions pertaining to intellectual property rights.

8. Communication Preferences

By creating an Account, you consent to receive electronic communications from BeMy.Digital (e.g., via email, push notification, text messages, or other types of messages). These communications may include notices about your Account (e.g., transactional information) and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this

consent as a condition of using the Service and you may opt out of these communications through the Service or through your mobile device's operating system (with the possible exception of important service announcements and administrative messages) by following the unsubscribe instructions provided or through your Account settings.

9. 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 BeMy.Digital, 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 "BeMy.Digital 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 wilful misconduct. You agree to promptly notify BeMy.Digital of any Claims and cooperate with the BeMy.Digital Parties in defending such Claims. You further agree that the BeMy.Digital 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 BEMY.DIGITAL.

10. 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 BEMY.DIGITAL EXPRESSLY DISCLAIMS WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. BEMY.DIGITAL (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. BEMY.DIGITAL 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. BEMY.DIGITAL 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 BEMY.DIGITAL ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE SAFE, BEMY.DIGITAL 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 BEMY.DIGITAL 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 BEMY.DIGITAL 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 OR LOSS OF 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., XRP LEDGER NETWORK). ANY TRANSFERS OR SALES OCCUR ON THE ASSOCIATED BLOCKCHAIN (E.G., XRP LEDGER). BEMY.DIGITAL AND/OR ANY OTHER BEMY.DIGITAL PARTY CANNOT EFFECT OR OTHERWISE CONTROL THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR UNDERLYING OR ASSOCIATED CONTENT OR ITEMS.

NO BEMY.DIGITAL 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), BLOCKCHAINS OR ANY OTHER FEATURES OF THE NFTS. NO BEMY.DIGITAL 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.

11. Assumption of Risk

You accept and acknowledge:

- (a) The value of an NFT 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) You understand that you are responsible for any fees related to use of the Service, including for actions you take on the blockchain, regardless of whether a successful transaction occurs, and that such fees are final and irreversible.
- (c) 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.

- (d) 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.
- (e) 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. BeMy.Digital is not responsible for determining, withholding, collecting, reporting, or remitting any taxes that apply to your NFTs or the sale/purchase of your NFTs.
- (f) 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.
- (g) We do not have ownership or control of the smart contracts deployed by third parties, and are not responsible and make no guarantees regarding their operation and functionality.
- (h) 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 BeMy.Digital has no ability to reverse any transactions on the blockchain.
- (i) 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 BeMy.Digital 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.
- (j) 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.
- (k) BeMy.Digital 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 BeMy.Digital. Under no circumstances shall the inability to view items on BeMy.Digital 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 BeMy.Digital.
- (l) 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.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL BEMY.DIGITAL OR ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY (A) 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 BEMY.DIGITAL 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF BEMY.DIGITAL ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICE, CONTENT, NFTS, OR ANY BEMY.DIGITAL PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY BEMY.DIGITAL FOR ITS SERVICE TO YOU 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.

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.

13. Privacy Policy

Please refer to our [Privacy Policy](#) for information about how we collect, use, and share information from and/or about you ("Your Information"). By submitting Your Information through our Service, you agree to the terms of our [Privacy Policy](#) and you expressly consent to the collection, use, and disclosure of Your Information in accordance with the [Privacy Policy](#).

14. Modifications to the Service

We reserve the right in our sole discretion to modify, suspend, or discontinue, temporarily or permanently, the Service (or any features or parts thereof) at any time and without liability as a result.

15. 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 BeMy.Digital 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. BeMy.Digital 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 BeMy.Digital, 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 BeMy.Digital 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 BeMy.Digital 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) **Dispute resolution process.** You and BeMy.Digital both agree to engage in good-faith efforts to resolve disputes prior to either party initiating an arbitration, small claims court proceeding, or equitable relief for intellectual property infringement. You must initiate this dispute resolution process by sending a letter describing the nature of your claim and desired resolution to:

SUPER HOW, UAB
Attn: BeMy.Digital Legal
Aukstaiciu str. 7, Vilnius, Lithuania

Both parties agree to meet and confer personally, by telephone, or by videoconference (hereinafter “Conference”) to discuss the dispute and attempt in good faith to reach a mutually beneficial outcome that avoids the expenses of arbitration or, where applicable, litigation. If you are represented by counsel, your counsel may participate in the Conference as well, but you agree to fully participate in the Conference. Likewise, if BeMy.Digital is represented by counsel, its counsel may participate in the Conference as well, but BeMy.Digital agrees to have a company representative fully participate in the Conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process and Conference required by this paragraph. If the parties do not reach agreement to resolve the dispute within thirty (30) days after initiation of this dispute resolution process, either party may commence arbitration, file an action in small claims court, or file a claim for injunctive or equitable relief in a court of proper jurisdiction for matters relating to intellectual property infringement, if the claims qualify.

- (d) **Arbitration.** In any other case if the dispute remains unresolved the dispute Any dispute, arising out of or relating to this contract, shall be finally settled by arbitration in the Vilnius Court of Commercial Arbitration in accordance with its Rules of Arbitration.
 - i. All procedural documents shall be served via parties’ e-mails.

- ii. The number of arbitrators shall be 3.
 - iii. The place of arbitration shall be Vilnius, Lithuania.
 - iv. The language of arbitration shall be English.
 - v. The law of Lithuania shall be applicable to the dispute.
- (e) **Waiver of Court Trial.** YOU AND BEMY.DIGITAL 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 BeMy.Digital are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the bullet (b) of this Section 15, above (“Applicability of Arbitration Agreement”). An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- (f) **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 BeMy.Digital agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection’s limitations as to a given claim for relief, then that claim must be severed from the arbitration. All claims shall be arbitrated in Vilnius, Lithuania, under the Rules of Arbitration of the Vilnius Court of Commercial Arbitration.
- (g) **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.
- (h) **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with BeMy.Digital.
- (i) **Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if BeMy.Digital makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing to BeMy.Digital at the following address:

SUPER HOW, UAB
Attn: BeMy.Digital Legal
Aukstaiciu str. 7, Vilnius, Lithuania

16. Governing Law and Venue

These Terms and your access to and use of the Service shall be governed be construed in accordance with the laws of the Republic of Lithuania, without regard to conflict of laws principles.

17. Termination

If you breach any of the provisions of these Terms, all licenses granted by BeMy.Digital 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, restrict, 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. If we terminate your Account or restrict your access or use of the Service, you retain ownership of your NFTs. You may still access your NFTs through public blockchains and other web3 wallets, platforms, and/or websites.

18. 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.

19. Injunctive Relief

You agree that a breach of these Terms will cause irreparable injury to BeMy.Digital for which monetary damages would not be an adequate remedy and BeMy.Digital 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.

20. California Residents

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

21. Export Laws

You agree that you will not export or re-export, directly or indirectly, the Service, and/or other information or materials provided by BeMy.Digital hereunder, to any country for which the European Union or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Service may not be exported or re-exported (a) into any EU

embargoed countries or any country that has been designated by the European Union as a “terrorist supporting” country, or (b) to anyone listed on any EU Government list of prohibited or restricted parties. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable European Union export laws and regulations.

22. 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 BeMy.Digital or you. Termination will not limit any of BeMy.Digital’s other rights or remedies at law or in equity.

23. Miscellaneous

These Terms (and any other applicable terms or policies incorporated by reference in these Terms) constitute the entire agreement between you and BeMy.Digital relating to your access to and use of the Service. They may not be transferred or assigned by you without the prior written consent of BeMy.Digital. BeMy.Digital’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.

The Service is operated by us in the European Union. Those who choose to access the Service from locations outside the European Union do so at their own initiative and are responsible for compliance with applicable local laws. You and BeMy.Digital agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.