

NFTs Realm Business Sales and Site Agreement

General Terms

THIS NFTs REALM BUSINESS SALES AND SITE AGREEMENT (THE "**AGREEMENT**") CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SITE AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT AND NFTs Realm. BY REGISTERING FOR OR USING THE WWW.NFTSREALM.COM (THE "SITE"), YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

As used in this Agreement, "**we**," "**us**," and "**NFTs Realm**" means NFTs Realm LLC and any of its applicable Affiliates, and "**you**" means the applicant (if registering for or using the Site as an individual), or the business employing or associated with the applicant (if registering for or using the site as a business) and any of its Affiliates. The Site may be used for business purposes only even if the registrant is an individual. Capitalized terms have the meanings given to them in the Definitions section of this Agreement or as otherwise ascribed to them within this Agreement.

1. Enrollment.

To begin enrollment, you must complete the registration process for the Site. Use of the Site is limited to parties that can lawfully enter into and form contracts under applicable Law (for example, minors and other people deemed incompetent are not allowed to use the Site). As part of the application, you must provide us with your and or your business' legal name, address, phone number and e-mail address, as well as any other information we may request. Any personal data you provide to us will be handled in accordance with NFTs Realm's applicable Privacy Policies.

2. Site Fee Payments; Receipt of Sales Proceeds.

Fee details are described in the Fee Schedule Attached as Addendum 1. You are responsible for all of your expenses in connection with this Agreement. Except as provided otherwise, all amounts contemplated in this Agreement will be expressed and displayed in U.S. Dollars, or equivalent crypto currency acceptable to us or assets or forms of payment acceptable to us.

We may require that you pay amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to NFTs Realm or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Agreement may result in their forfeiture.

As a security measure, we may, but are not required to, impose transaction limits on some or all customers and sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement for any reason including any limit established by us for a security reason, or (ii) if we permit a customer to withdraw from a transaction because the Site is unavailable following the commencement of a transaction.

3. Term, Termination, Exclusivity.

(a) The term of this Agreement will start on the date of your completed registration for use of a Site and approved by us and will continue until terminated by us or you as provided below (“**Term**”). You may at any time terminate your use of the Site immediately on notice to us via email or phone. We may terminate your use of the Site or terminate this Agreement for at any time. We may suspend or terminate your use of any Site immediately if we determine that (a) you have materially breached the Agreement; (b) your account has been, or our controls identify that it may be used for deceptive or fraudulent, or illegal activity; or (c) your use of the Site has harmed, or our controls identify that it might harm, other sellers, customers, or NFTs Realm’s legitimate interests. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that (d) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination. and (e) Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, and 17 of these this Agreement survive.

(b) During the Term you agree that NFTs Realm will be your exclusive ecommerce platform and you shall limit Your Channels to the Site and your personal or company website. You will use no other non-physical platform to sell or distribute nfts, electronic art or other goods or services.

4. License.

You grant us a royalty-free, non-exclusive, worldwide right and license for the duration of your original and derivative intellectual property rights to use any and all of Your Materials for the Site and to sublicense the foregoing rights to our Affiliates; provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Materials (provided you are unable to do so using standard functionality made available to you via the Site); provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

5. Representations.

Each party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the country in which the business is registered and that you are registering for the Site(s) within such country; (b) it has all requisite right, power, and authority to enter into this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by one party to the other party or its Affiliates is at all times accurate and complete; (d) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (e) it will comply with all applicable Laws in performance of its obligations and exercise of its rights under this Agreement.

6. Indemnification.

6.1 Your indemnification obligations. You will defend, indemnify, and hold harmless NFTs Realm, and our officers, directors, employees, and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to (a) your non-compliance with applicable Laws; (b) Your Products, including the offer, sale, fulfillment (except to the extent attributable to the FBA Site), refund, cancellation, return, or

adjustments thereof, Your Materials, any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death (to the extent the injury or death is not caused by NFTs Realm), or property damage related thereto; (c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or (d) actual or alleged breach of any representations you have made.

6.2 Process. If any indemnified Claim might adversely affect us, we may, to the extent permitted by applicable Law, voluntarily intervene in the proceedings at our expense. No party may consent to the entry of any judgment or enter into any settlement of an indemnified Claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

7. Disclaimer & General Release.

a. THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH THE SITE, ARE PROVIDED "AS-IS." AS A USER OF THE SITE, YOU USE THE SITE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE SITE OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE NFTS REALM SITES AND THE SITE WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR ANY SITE INTERRUPTIONS, INCLUDING BUT NOT LIMITED TO SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS.

b. BECAUSE NFTS REALM IS NOT INVOLVED IN TRANSACTIONS BETWEEN CUSTOMERS AND SELLERS OR OTHER PARTICIPANT DEALINGS, IF A DISPUTE

ARISES BETWEEN ONE OR MORE PARTICIPANTS, EACH PARTICIPANT RELEASES NFTS REALM (AND ITS AGENTS AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

8. Limitation of Liability.

WE WILL NOT BE LIABLE (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY), OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR COST OF COVER, RECOVERY, OR RECOUPMENT OF ANY INVESTMENT MADE BY YOU OR YOUR AFFILIATES IN CONNECTION WITH THIS AGREEMENT, OR FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, OR DATA OR PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF NFTS REALM HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED WILL NOT EXCEED AT ANY TIME THE TOTAL AMOUNTS DURING THE PRIOR SIX-MONTH PERIOD PAID BY YOU TO NFTs Realm RELATED TO THE SITE.

10. Tax Matters.

As between the parties, you will be responsible for the collection, reporting, and payment of all of Your Taxes, You agree to and will comply with the Tax Policies. All fees and payments payable by you to NFTs Realm under this Agreement are exclusive of any applicable taxes, deductions or withholding (including but not limited to cross-border withholding taxes), and you will be responsible for paying NFTs Realm any of Your Taxes imposed on such fees and any deduction or withholding required on any payment.

11. Confidentiality and Personal Data.

During the course of your use of the Site, you may receive Confidential Information. You agree that for the term of the Agreement and 5 years after termination: (a) all Confidential Information will remain NFTs Realm's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Site; (c) you will not otherwise disclose Confidential Information to any other Person except as required to comply with the Law; (d) you will take all reasonable measures to protect the Confidential

Information against any use or disclosure that is not expressly permitted in this Agreement; and (e) you will retain Confidential Information only for so long as its use is necessary for participation in the Site or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfillment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release or make any public statement related to the Site, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission or misrepresent or embellish the relationship between us in any way. You may only use the "Available at NFTs Realm" tag according to the Trademark Usage Guidelines attached as Addendum 2 to this Agreement. You may not use our name, trademarks, or logos in any way (including in promotional material) not covered by the Trademark Usage Guidelines without our advance written permission.

Generally, you may not use customer personal data in any way inconsistent with applicable Law. You must keep customer personal data confidential at all times (the above 5 years' term limit does not apply to customer personal data).

12. Force Majeure.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement as a result of a Force Majeure Event.

13. Relationship of Parties.

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. Except as stated in paragraph 3 (b), this Agreement creates no exclusive relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefit of NFTs Realm, you, and customers. As between you and us, you will be solely responsible for all obligations associated with the use of any third-party Site or feature that you permit us to use on your behalf, including compliance with any applicable

terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

14. Suggestions and Other Information.

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any NFTs Realm Site (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history, and posted content. If we make suggestions on using the Site, you are responsible for any actions you take based on our suggestions.

15. Modification.

a. We will use reasonable efforts to provide 15 days' advance notice in accordance with Section 18 for changes to the Agreement.

b. However, we may change or modify the Agreement at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Site (where this does not materially adversely affect your use of the Site); or (c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or modification in accordance with Section 18.

c. Your continued use of the Site after the effective date of any change to this Agreement in accordance with this Section 15 (whether you have received notice or not) will constitute your acceptance of that change. If any change is unacceptable to you, you agree not to use the Site and to end the Agreement as described in Section 3.

16. Password Security.

Any password we provide to you may be used only during the Term to use the Site, electronically accept Your Transactions, and review your completed transactions. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement) and are solely responsible for any use of or action taken

under your password. If your password is compromised, you must immediately change your password.

17. Export.

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

18. Miscellaneous.

(a) The Governing Laws will govern this Agreement, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods. **NFTs Realm and you both consent that any dispute with NFTs Realm or its Affiliates or claim relating in any way to this Agreement, or your use of the Site will be resolved by binding arbitration as described in this paragraph, rather than in court,** except that you or we may bring suit in the Governing Courts, each you and us submitting to the jurisdiction of the Governing Courts and waiving our respective rights to any other jurisdiction, to enjoin infringement or other misuse of intellectual property rights. **YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE DISPUTES IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

EXCEPT FOR ANY DISPUTE RELATED TO YOUR FAILURE TO PAY UNDER THESE TERMS, ALL OTHER DISPUTES (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR SALE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. DISPUTES RELATED TO YOUR FAILURE TO PAY SHALL BE BROUGHT EXCLUSIVELY IN STATE OR FEDERAL COURTS IN HOUSTON, TEXAS.

YOU HEREBY WAIVE ANY CHALLENGE TO BOTH JURISDICTION AND VENUE IN STATE OR FEDERAL COURTS IN HOUSTON, TEXAS.

The arbitration will be held in Houston, Texas and administered by the Houston, Texas office of the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules") including, if appropriate, the Procedures for Large, Complex Commercial Disputes, the International Commercial Arbitration Supplementary Procedures and the Supplementary Rules for Class Arbitrations.

The arbitrator will have exclusive authority to resolve any disagreement relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

Except for the exchange of relevant, material and non-privileged documents between the parties, there shall be no interrogatories, depositions or other discovery in any arbitration hereunder.

The statute of limitations to file any Dispute shall be 6 months from the date the facts, events, transactions or occurrence giving rise to the Dispute occurred. If not brought within 6 months after the event or occurrence giving rise to the Dispute, the Dispute shall be permanently barred.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void; provided, however, that upon notice to NFTs Realm, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction; or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed

substituted for NFTs Realm as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates. NFTs Realm retains the right to immediately halt any of Your Transactions, prevent or restrict access to the Site or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by applicable policies or agreements. NFTs Realm is not your agent (except for the limited purpose processing transactions where applicable) or the customer's agent for any purpose. NFTs Realm will not act as either party's agent in connection with resolving any disputes between participants related to or arising out of any transaction.

(b) NFTs Realm will provide notice to you under this Agreement by posting changes to the applicable NFTs Realm Site to which the changes relate by sending you an email notification, or by similar means. You must send all notices and other communications relating to NFTs Realm to our customer service email or address. You may change your e-mail addresses and certain other information in by sending notice to _____ or as otherwise indicated in your Seller portal. You will ensure that all of your information is up to date and accurate at all times.

(c) If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. If the Elected Country is Canada, then it is the express wish of the parties that this Agreement and the applicable Site Terms and Program Policies have been drafted in English. We may make available translations to this Agreement and the Site Terms, but the English version will control. This Agreement represents the entire agreement between the parties with respect to the Site and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions:

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

"Confidential Information" means information relating to us, to the Site, or NFTs Realm customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about the Site; data derived from the Site except for data (other than customer personal data) arising from the sale of your products comprising of products sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Site. For the purposes of this Agreement, customer personal data constitutes Confidential Information at all times.

"Content" means copyrightable works under applicable Law and content protected by database rights under applicable Law.

"Force Majeure Events" means weather or climate related events, war, civil strife, labor shortages, labor strikes, supply chain interruption, governmental interference, insurrection, pandemics, epidemics other medical or disease related events, power interruptions, computer viruses, hacks, security breaches, disruption in internet services, and all other events, occurrences or circumstances reasonably deemed by us to be out of our reasonable control.

"Governing Courts" means Texas state or federal courts located in Houston, Texas.

"Governing Laws" means the laws of the State of Texas, United States.

"Insurance Limits" means One Million U.S. Dollars (\$1,000,000).

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of each competent jurisdiction.

"Order Information" means, with respect to any of Your Products ordered through the Site, the order information and shipping information that we provide or make available to you.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

"Sales Proceeds" means the gross proceeds from any of Your Transactions, including (a) all shipping and handling, gift wrap and other charges; (b) taxes and customs duties to the extent applicable; and (c) in the case of invoiced orders, any amounts that customers fail to pay to us or our Affiliates on or before the applicable invoice due date.

"Site" means URL www.NFTs Realm.com.

"Site Terms" means the Site terms and all applicable policies and agreements related thereto, which are made part of this Agreement upon the date you elect to register for or use the applicable Site, and any subsequent modifications we make to those terms.

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles, and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology, or other functional item.

"Trademark" means any trademark, Site mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia, or any other source or business identifier, protected or protectable under any Laws.

"Your Materials" means all Technology, Your Trademarks, Content, Your Product information, data, materials, and other items or information provided or made available by you or your Affiliates to NFTs Realm or its Affiliates.

"Your Personnel" means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.

"Your Product" means any electronic art, nft or other product or service that you: (a) have offered on the Site; (b) have made available by advertising through the Site; or (c) have fulfilled or otherwise processed through the Site.

"Your Sales Channels" means all sales channels and other means through which you or any of your Affiliates offers products other than physical stores.

"Your Taxes" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies or charges and duties assessed, incurred, or required to be collected or paid for any reason (a) in connection with any advertisement, offer or sale of products or Site by you on or through or in connection with the Site; (b) in connection with any products or Site provided for which Your Products are, directly or indirectly, involved as a form of payment or exchange; or (c) otherwise in connection with any action, inaction, or omission of you or your Affiliates, or any Persons providing products or Site, or your or their respective employees, agents, contractors, or representatives, for which Your Products are, directly or indirectly, involved as a form of payment or exchange.

"Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"Your Transaction" means any sale of Your Product(s) through the Site.

Selling on NFTs Realm Terms

The Site allows you to offer certain electronic art, nfts, products and services for sale.

BY REGISTERING FOR OR USING THE SITE, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE TERMS.

S-1 Your Product Listings and Orders.

S-1.2 Product Listing; Merchandising; Order Processing. We will enable you to list Your Products on the Site, and conduct merchandising and promote Your Products in accordance with the Agreement. We may use mechanisms that rate, or allow shoppers to rate, Your Products and your performance as a seller and NFTs Realm may make these ratings and feedback publicly available. We will provide Order Information to you for each order of Your Products through the Site. We will also receive all Sales Proceeds on your behalf for each of these transactions and will have exclusive rights to do so and will remit them to you in accordance with these Site Terms.

S-2 Sale and Fulfillment; Refunds and Returns.

S-2.1 Sale and Fulfillment. You will: (a) source, offer, sell and fulfill Your Products, in each case in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and displayed on the Site at the time of the order and be solely responsible for and bear all risk for those activities; and (b) deliver each of Your Products in a commercially reasonable manner complying with all applicable Laws.

S-3 Problems with Your Products.

S-3.1 Delivery Errors and Nonconformities; Recalls. You are fully responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of Your Products. You are also responsible for any non-conformity or defect in, any public or private recall of, or safety alert of any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls, or safety alerts of Your Products or other products provided in connection with Your Products.

S-3 The Site.

NFTs Realm has the right to determine, the design, content, functionality, availability and appropriateness of the Site, selection, and any art, nfts or other product or listing on the Site, and all aspects of the Site, including your use of the same. NFTs Realm may assign any of these rights or delegate any of its responsibilities.

P-1 Payments Processing Agency Appointment

For non-invoiced orders, you authorize NFTs Realm Payments, Inc. to act as your agent for purposes of processing payments, refunds and adjustments for Your Transactions, receiving and holding Sales Proceeds on your behalf, remitting Sales Proceeds to you.

When a buyer instructs us to pay you, you agree that the buyer authorizes and orders us to commit the buyer's payment (less any applicable fees or other amounts we may collect under this Agreement) to you. You agree that buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds. We will remit funds to you in accordance with this Agreement.

P-3 Your Funds

Your Sales Proceeds will be held by NFTs Realm and will be distributed to you net of fees payable to us in the normal course of business but generally within ten business days of receipt.

ADDENDUM 1

Fee Schedule

NFT Realms shall be entitled to an 8% transaction fee for all transactions conducted on or through the NFTs Realm Site. Transaction fees will be deducted directly from the proceeds received prior to disbursement to the Seller. Failure to deduct the transaction fee does not relieve Seller from its obligation to pay the transaction fee.

Transaction fees may be changed or modified by NFTs Realm at anytime without notice to compensate for changes in crypto markets or regulations. Use of the NFTs Realm Site will be deemed your acceptance of any change in Transaction Fees. Notice will be given of any such changes as soon as is reasonably practical.

