

NFTs Realm Website General Terms of Use

Last Updated: August 10, 2021

Acceptance of the Terms

These NFTs Realm Website General Terms of Use ("Terms") are entered into by and between You and NFTs Realm LLC ("Company," "we," or "us"). The following terms and conditions, together with all addendums, attachments and documents incorporate by reference (collectively, "Terms") govern your access to and use of www.NFTsRealm.com, (the "Site"), including any content, functionality, and services offered on or through the Site whether as a guest or a registered user.

Please read these Terms carefully before you use the Site. By either using the Site or by clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms and our Privacy Policy, [<https://nftsrealm.com/>], incorporated into the Terms by reference. For purchasers or sellers if items shown on the Site, you also agree to be bound by the NFTs Realm Sales Agreement and Terms And Conditions For The Purchase of Crypto Products And Other Items, and attached as Addendums 2 and 3 to this Agreement.

If you do not to agree to these Terms, the Privacy Policy, or any other agreement incorporated herein to which you are bound, you must not access or use the Site.

All transactions initiated through our service are facilitated and run by third-party electronic wallet extensions, and by using our services you agree that you are governed by the terms of service and privacy policy for the applicable extensions. For metamask, those terms are available at:

(<https://metamask.io/terms.html>) and (<https://metamask.io/privacy.html>).

This Site is offered and available to users who are 18 years of age or older and have the legal capacity to form a binding contract and who are using the site for business or commercial purposes and not personal use. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Changes to the Terms

We are a growing platform and may in the future revise and update these Terms from time to time including adding different products and features, in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in the paragraph labeled Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Site.

Your continued use of the Site following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Updates and modifications will be noted by a change in the Last Updated Date.

Purpose:

This Site is established primarily as a platform for the purchase, sale and exchange of Crypto Products (“**Purpose**”). Crypto Products include without limitation unique non-fungible tokens using smart contracts, including without limitation Ethmoji, CryptoKitties, CryptoCelebrities, and CryptoPunks.

WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE SERVICES ARE AN ADMINISTRATIVE PLATFORM ONLY. WE FACILITATE TRANSACTIONS BETWEEN BUYERS AND SELLERS IN THE AUCTION BUT ARE NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER OF CRYPTO ASSETS OR BETWEEN ANY USERS.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE ON THE SITE NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, WE MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ANY CRYPTO PRODUCTS OR OTHER ITEMS ON THE PLATFORM.

Accessing the Site and Account Security

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Site.
- Ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.
- Ensuring that access to this Site by you or your personnel is restricted and secured in a commercially reasonable manner through passwords or other access related security features.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our *Privacy Policy*

and you consent to all actions we take with respect to your information consistent with our *Privacy Policy*.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Intellectual Property Rights

The Site and its entire contents, features, and functionality (including but not limited to all content, information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Site for the Purpose but not for any Prohibited Use (described below). You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Site for the Purpose but not for any Prohibited Use including for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for the Purpose but not for any Prohibited Use provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any Prohibited Use any part of the Site or any services or materials available through the Site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.
- In any way inconsistent with the Purpose.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Use the Site for any non-commercial business use.

Trademarks

The Company name, the term NFTs Realm, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Site in accordance with our copyright policies attached as Addendum 1 to these Terms.

User Contributions

The Site may contain interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site.

All User Contributions must comply with the Content Standards set out in these Terms.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site includes content provided by third parties, including materials provided by other users, and third-party licensors and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Information About You and Your Visits to the Site

All information we collect on this Site is subject to our Privacy Policy. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods or services or resulting from visits made by you, are governed by our Terms of Sale which are hereby incorporated into these Terms.

Additional terms and conditions may also apply to specific portions, services, or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms.

Linking to the Site and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party Sites to certain content on this Site.
- Send emails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party Sites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any Site that is not owned by you.
- Cause the Site or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms.

The Site from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party Sites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Sites.

Geographic Restrictions

The owner of the Site is based in the State of Texas in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws including any import or export laws relating to the sale or exchange of goods and services.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY SITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER SITES, OR ANY CONFIDENTIAL INFORMATION ABOUT YOU OR YOUR COMPANY THAT MIGHT BE ACCESSED (WHETHER LEGALLY OR ILLEGALLY) THROUGH THE SITE INCLUDING DATA BREACH, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. TO THE EXTENT THE COMPANY IS FOUND LIABLE FOR ANY REASON. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID FOR THE PRODUCTS OR SERVICES PURCHASED FROM THE SITE IN THE TRANSACTION OUT OF WHICH LIABILITY AROSE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Site.

Governing Law and Arbitration

All claims, disputes, controversies, demands, interpretations or other matters related to these Terms or the Site (collectively “**Disputes**”), shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision.

Arbitration

All Disputes arising from these Terms or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas state law.

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.

ALL 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 USE OF THE SITE, FAILURE OF THE SITE, AND THE PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

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.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Translations

These Terms have been drafted in English. We may make available translations to this Agreement and other Site agreement, but the English version will control.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Entire Agreement

These Terms, the Privacy Policy, and the sales or purchase agreements between you and us together with attachments or addendums thereto constitute the sole and entire agreement between you and us, regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site.

Your Comments and Concerns

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy attached as Addendum 1 to these Terms.

All other feedback, comments, requests for technical support, and other communications relating to the Site should be directed to: nftsrealm@gmail.com.

ADDENDUM 1 TO TERMS

COPYRIGHT POLICY

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this site (the "**Website**") infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

David M. Sloan
23 W. Trace Creek Dr.
Spring, Texas 77381
1+713 818 9517
sloandm@advisory-counsel.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter Notification Procedures

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "**Counter Notice**") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.]

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

ADDENDUM 2 TO TERMS

NFTs Realm Sales Agreement

Last Update Date: August 10, 2021

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

This Agreement shall be deemed to be incorporated into and a part of the NFTs Realm Website General Terms of Use ("**Terms**") and shall be interpreted as an addition and supplement to the Terms and not a replacement of the Terms. To the extent possible, if there is ambiguity between this Agreement and the Terms each shall be interpreted as consistent with each other. If there is conflict between this Agreement and the Terms, this Agreement shall control.

As used in this Agreement, "**we**," "**us**," "**our**" and "**NFTs Realm**" means NFTs Realm LLC and any of its applicable Affiliates, and "**you**" or "**your**" 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. Capitalized terms have the meanings given to them in the Definitions section of this Agreement or as otherwise ascribed to them within this Agreement. Capitalized terms used in this Agreement that are not defined in this Agreement, shall be given the meaning ascribed to them in the Terms.

1. Enrollment.

To begin enrollment, you must complete the approval process for 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. We, at our sole discretion may accept or reject any applicant for any reason or for no reason at all.

2. Site Fee Payments; Receipt of Sales Proceeds.

Fee details are described in the Fee Schedule Attached as Schedule A. 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 other crypto assets or forms of payment acceptable to us.

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, 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 your Crypto Products.**

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; (e) it will comply with all applicable Laws in performance of its obligations and exercise of its rights under this Agreement and (f) has the full legal authority to list, sell exchange or otherwise deal with the Crypto Products offered by it.

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.

9. 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.

10. 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.

11. 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.

12. Modification.

We may update and modify this Agreement at any time. Your continued use of the Site after the effective date of any change to this Agreement in accordance 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. Updates and modifications will be noted by a change in the Last Update Date.

13. Miscellaneous.

(a) The Governing Laws will govern this Agreement and resolution of disputes shall be as described in the Terms.

(b) All notices and other communications by you to NFTs Realm shall be sent to our customer service email nftsrealm@gmail.com.

(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.

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.

"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.

"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.NFTsRealm.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 Crypto Product 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 Crypto Products.

"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.

SCHEDULE A

Fee Schedule

NFT Realms shall be entitled to a transaction fee for all transactions conducted on or through the NFTs Realm Site. Transaction fees will be paid directly to our Crypto wallet as designated by us. Transaction fees will be agreed upon directly between you and NFT Realms.

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.

ADDENDUM 3 TO TERMS

TERMS AND CONDITIONS FOR THE PURCHASE OF CRYPTO PRODUCTS AND OTHER ITEMS

Last Updated: August 10, 2021

BY PLACING AN ORDER FOR ITEMS FROM THIS WEBSITE, YOU AFFIRM THAT 1. YOU ARE AT LEAST 18 YEARS OF AGE; 2. YOU HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT; 3. YOU ACCEPT AND ARE BOUND BY THIS AGREEMENT AND CONDITIONS; AND 4. YOU HAVE THE LEGAL AUTHORITY TO (A) BIND THE ORGANIZATION OR COMPANY ON WHOSE BEHALF YOU PLACED AN ORDER TO THIS AGREEMENT AND (B) COMPLETE THE ORDER.

YOU MAY NOT ORDER NOR OBTAIN ITEMS FROM THIS WEBSITE IF YOU (i) DO NOT AGREE TO THIS AGREEMENT, (ii) ARE NOT AT LEAST 18 YEARS OF AGE AND HAVE THE LEGAL CAPACITY TO FORM A BINDING CONTRACT WITH US OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, ITEMS BY APPLICABLE LAW.

These Terms and Conditions for the Purchase of Crypto Products and Other Items (this "**Agreement**") apply to the purchase and sale of Items through www.NFTsRealm.com (the "**Site**"). This Agreement is subject to change by NFTs Realm LLC (referred to as "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to this Agreement will be in effect as of the "Last Updated Date" referenced on the Site. You should review this Agreement prior to purchasing any Items that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

This Agreement shall be deemed to be incorporated into and a part of the NFTs Realm Website General Terms of Use ("**Terms**") and shall be interpreted as an addition and supplement to the Terms and not a replacement of the Terms. To the extent possible, if there is ambiguity between this Agreement and the Terms each shall be interpreted as consistent with each other. If there is conflict between this Agreement and the Terms, this Agreement shall control.

Order Acceptance and Cancellation. You agree that your order is an offer to buy from a third-party provider Crypto Products or other products or services listed on the Site (collectively “**Items**”) listed in your order. Third party providers offering Items on the Site are referred to as “**Sellers**”. All orders must be accepted by the Seller. We have no control over the acceptance or rejection of any order as our role is a facilitator of transactions between parties.

1. Pricing. All prices, discounts, and promotions posted on this Site are subject to change without notice. Prices are set by the Seller. The price charged for an Item or service will be the price advertised on this Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. Posted prices do not include taxes, transaction fees, gas charges or charges for shipping and handling (collectively “**Transaction Fees**”). All Transaction Fees will be your responsibility and added to your costs. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. Sellers are required to honor the prices and terms posted on the Site but we cannot guaranty compliance. All disputes between you and a Seller regarding price and terms are between you and the Seller.

Delivery. All delivery related matters will be arranged between you and the Sellers.

Returns and Refunds. **WE WILL NOT ACCEPT A RETURN OF ANY ITEMS AND WILL ISSUE NO REFUNDS.** All post sale matters should be addressed directly with the Seller from whom the Item is purchased.

Manufacturer's Warranty and Disclaimers.

We do not create, produce, or control any of the Items offered on our Site. The availability of Items through our Site does not indicate an affiliation with or endorsement of any Item, service, or manufacturer, although for some services, affiliated companies may be used. We do not provide any warranties with respect to the Items offered on our Site even if the services are performed by an affiliated company.

ALL ITEMS OFFERED ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE SELLER’S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

Limitation of Liability.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE INCLUDING WITHOUT LIMITATION, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, ARISING OUT OF, OR IN ANY WAY RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE ITEMS YOU HAVE ORDERED THROUGH OUR SITE.

YOU FURTHER AGREE THAT BUT FOR YOUR ACCEPTANCE OF THE DISCLAIMERS AND LIMITATIONS DESCRIBED IN PARAGRAPHS 6 AND 7, WE WOULD NOT HAVE ACCEPTED YOUR OFFER TO PURCHASE FROM THE SITE.

Privacy. We respect your privacy and are committed to protecting it. Our *Privacy Policy* governs the processing of all personal data collected from you in connection with your purchase of Items through the Site.

Governing Law and Venue. All claims, disputes, controversies, demands, interpretations or other matters related to this Agreement (collectively “**Disputes**”) are governed by the law described in the Terms and in the manner described in the Terms.

Assignment. You will not assign any of your rights or delegate any of your obligations under this Agreement without our prior written consent. Any purported assignment or delegation in violation of this Section 0 is null and void. No assignment or delegation relieves you of any of your obligations under this Agreement.

No Waivers. The failure by us to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by our duly authorized representative.

No Third-Party Beneficiaries. This Agreement do not and are not intended to confer any rights or remedies upon any person or entity other than you.

Notices.

To You. We may provide any notice to you under this Agreement by posting general notice to the Site. Updates and modifications will be noted by a change in the Last Updated Date.

To Us. To give us notice under this Agreement, you must contact us as by email at nftsrealm@gmail.com. We may update the address for notices to us by posting a notice on the Site. Notices are effective when received and acknowledged by us.

Severability. If any provision of this Agreement is invalid, illegal, void or unenforceable, then that provision will be deemed severed from this Agreement and will not affect the validity or enforceability of the remaining provisions of this Agreement.

Entire Agreement. This Agreement, the Terms, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters related to this Agreement and your use of the Site.