



Terms of Service

Version 1.1

Last revised: April 19, 2023

Effective date: April 19, 2023

Thank you for using Altura NFT! These Terms of Service (the “Terms”) cover your use and access to our software, websites, marketplace, and development services (the “Services”). Our Privacy Policy explains how we collect and use your information, while our Acceptable Use Policy outlines your responsibilities when using our Services. By using our Services, you agree to be bound by these Terms and our Privacy Policy. If you are using our Services for an organization, you are agreeing to these Terms and the Privacy Policy on behalf of that organization.

1. INTRODUCTION

a. These Terms are a legal agreement between you (“Licensee” or “you,” including derivative terms) and Altura Gaming Co. and its affiliates (“Altura” or “we,” including derivative terms). These Terms govern your use of Altura’s website at <https://alturanft.com>, (the “Site”), your access to and use of our Web3 application building, hosting, and management products (the “Development Tools”), and your access to and use of our marketplace at <https://app.alturanft.com> (the “Marketplace”). The Site, Development Tools, and Marketplace are collectively referred to as the “Platform.” Except where specifically noted below, all references to the Platform include the Site, Development Tools, and Marketplace as well. Altura’s Privacy Policy is incorporated by reference into these Terms and details how we collect, use, and protect information about individuals.

b. TO USE THE PLATFORM, YOU MUST BE 18 OR OLDER (or the age of majority in the jurisdiction from which you are accessing the Platform), OR BE 13 OR OLDER AND HAVE YOUR PARENT OR GUARDIAN’S CONSENT. If you are a parent or guardian agreeing to these Terms for your child, you are legally responsible for his or her use of the Platform. The Platform is not intended for anyone under 13 and individuals under 13 may not use the Platform.



Terms of Service

c. By accessing or using the Platform, you represent and warrant that you have the legal right to do so, meet the age requirements in Section 1(b), and have the power to enter into a binding contract with us – either for yourself or on behalf of the entity on whose behalf you are using the Platform. **YOU ARE REQUIRED TO AFFIRMATIVELY ACCEPT THESE TERMS WHEN INITIALLY SIGNING UP TO ACCESS THE PLATFORM.**

d. These Terms do not apply to any third-party websites, services and applications (“Third-Party Services”) that you may access through the Platform, such as payment processors or applications with messaging capabilities. We are not responsible for the content or practices of Third-Party Services and provide links to Third-Party Services only for the convenience of our users. We encourage you to carefully review the terms of service of any Third-Party Service you access through the Platform.

e. **SECTION 14 OF THESE TERMS REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES ARISING OUT OF THESE TERMS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IF THERE IS SUCH A DISPUTE.**

f. We may change these Terms at any time. When we do so, we will make a new copy of the Terms available on this page and will also inform you through the developer portal of the Platform, as applicable. Any changes to the Terms will be effective immediately for new users and five (5) days after notice of such changes is posted on the Platform for existing users.

g. You may contact us using the contact form on <https://alturanft.com/contact> or write us at team@alturanft.com with any questions you have about these Terms, the Platform, or our other services.

2. PLATFORM LICENSE

a. License. Subject to these Terms, Altura grants you a non-exclusive, non-transferable, non-sublicensable, limited, and revocable license to: (i) access and use the functionality of the Platform to build, host, and manage applications and other Internet-based services (collectively, an “Altura Application”) that may be made available to members of the general public (each such individual accessing an Altura Application, an “End User”). The



Terms of Service

license granted in this Section 2(a) includes the right to access, use, and make a reasonable number of copies of any written descriptions of the functionality, technical requirements, or use of the Platform (collectively, “Documentation”), and (b) use any changes to the Platform made available to all Altura clients at no additional cost (each, an “Update”) when each Update is made available. Updates are applied automatically to the Platform. Documentation is available at <https://docs.alturanft.com>.

b. Restrictions. Except as explicitly permitted in these Terms, you may not, directly or indirectly: (i) modify or create derivative works of the Platform or any component thereof; (ii) decompile, reverse engineer, or translate any portion of the Platform into human-readable form (except to the extent expressly allowed by applicable law); (iii) rent, lease, share, distribute, or sell the Platform to any third party, including on a service bureau or similar basis; (iv) remove, alter or deface proprietary notices or marks in the Platform or Documentation; (v) disclose the results of testing or benchmarking of the Platform; (vi) circumvent or disable the Platform’s security, copyright protection, or license management mechanisms, (vii) interfere with the Platform’s operation; (viii) use the Platform to violate the law or the rights of any third party; (ix) use the Platform to sell, offer for sale, or otherwise transfer any registered or unregistered security, as defined by the Securities Act of 1933, 15 U.S.C. § 77a et seq., as amended, and the rules and regulations thereunder, or any successor legislation; or (ix) attempt to do any of the foregoing. Altura may take any actions it deems reasonable, including denying access to Users, suspending an Altura Application, or terminating your Subscription.

3. USE OF THE PLATFORM

a. Wallets. To access the Platform’s app creation and management tools you must connect a cryptocurrency wallet (a “Wallet”) to the Platform. Every individual with such access is a “Direct User” (as opposed to End Users, who are visitors to Altura Applications) and, unless the circumstance clearly indicates otherwise, all references to “you” in this Agreement apply to Direct Users. All personal information that we collect in relation to your Wallet is subject to our [Privacy Policy](#). You agree to keep all Wallet information accurate, current, and complete for so long as you are using the Platform.



Terms of Service

b. Security. Each Direct User must establish security credentials to access your Wallet(s) and is responsible for maintaining the confidentiality of such security credentials. You must immediately inform Altura of any suspected unauthorized use of the Platform. Altura cannot and will not be liable for any loss or damage arising from a failure to safeguard Wallet credentials or unauthorized use of such credentials.

c. Acceptable Use. In addition to the restrictions set forth in Section 2(b), you and your Direct Users may not use the Platform in any way that does not comply with Altura's Acceptable Use Policy, which is hereby incorporated into these Terms by reference (<https://alturanft.com/acceptable-use-policy>).

4. ALTURA OBLIGATIONS

a. Availability. Altura will use commercially reasonable efforts to make the Platform available at all times, except for scheduled downtime and any unavailability caused by events beyond our reasonable control, such as fires, natural disasters, government actions, civil unrest, Internet service provider failures or delays, or denial of service attacks that would not be stopped by the use of standard security measures.

b. Security. Altura will employ industry-standard technical, logical, and physical security measures and practices for the Platform and any Altura systems on which Direct User Content (as defined in Section 5(a)) is stored or processed designed to preserve the security and integrity of, and prevent unauthorized access to, the Platform, Altura Applications, and Direct User Content (defined below).

c. Support. Altura will provide all Updates to the Platform as and when they become available. In addition, you may email support at team@alturanft.com. Support personnel respond to all emails during normal business hours.



Terms of Service

5. ALTURA APPLICATIONS AND DIRECT USER CONTENT

a. General. You are responsible for all applications, code, text, images, photographs, or other materials provided or uploaded by you or Direct Users associated with your Wallet(s) to the Platform (“Direct User Content”). Direct User Content includes all content of Altura Applications, the design and workflow of an Altura Application, all data generated by or submitted to an Altura Application (including information relating to End Users), any templates or applications you make available through the Altura Marketplace, and any comments, reviews, responses or other information posted in any user forums or the equivalent. AS BETWEEN YOU AND ALTURA, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL CONTENT, OPERATION, AND MANAGEMENT OF ANY ALTURA APPLICATION OR OTHER DIRECT USER CONTENT TO WHICH YOU HAVE ACCESS (INCLUDING IF SUCH DIRECT USER CONTENT WAS PRODUCED BY OTHERS OPERATING ON YOUR BEHALF, SUCH AS WHERE MULTIPLE DIRECT USERS HAVE ACCESS TO A SINGLE ALTURA APPLICATION), AND YOU AGREE TO INDEMNIFY ALTURA FOR ANY CLAIMS, DAMAGES, COSTS, AND LIABILITIES ARISING FROM SUCH ALTURA APPLICATION OR CONTENT. For each piece of Direct User Content that you submit, you represent and warrant that: (i) you have the right to submit the Direct User Content to the Platform and grant the licenses set forth in this Section 4; (ii) if payment is required to any third party for the display of such Direct User Content that is licensed, you are solely responsible for all such payments and will indemnify Altura for any third party seeking license or other payments related to Direct User Content from Altura; (iii) the Direct User Content does not infringe, violate or misappropriate any third party’s rights, including any copyrights, trademarks or other intellectual property rights and privacy rights; and (iv) the Direct User Content complies with these Terms, the Acceptable Use Policy, and all applicable laws.

b. End User Content and Altura Application Terms. If End Users are allowed to post content on an Altura Application, such content will be deemed Direct User Content of the Direct User(s) who own the Wallet(s) associated with such Altura Application.

Each Altura Application must include terms of use that are at least as protective of Altura, and grant the controller of the Altura Application the same rights with respect to removal and treatment of End User content that Altura has with respect to Direct User Content set forth in these Terms, including Sections 2(b), 3(c), 5(c), 5(e), 6(c), and 15.



Terms of Service

c. Review and Removal of Content. Altura is not required to review Direct User Content, but may determine, in our sole discretion, that certain Direct User Content violates these Terms. We may remove such content, suspend your Wallet, suspend access to the applicable Altura Application, or take any other steps that we deem appropriate in such case. Where applicable, Altura may still collect subscription fees from suspended Wallets. Altura does not guarantee the accuracy, reliability or quality of Direct User Content. You acknowledge that by using the Platform or Altura Marketplace, or by visiting an Altura Application, you may be exposed to content that you may consider offensive, indecent or objectionable. If you believe that any content on the Platform infringes a third party copyright, trademark, or other intellectual property right, you may report the infringement as set forth in Section 15.

d. License to Altura. By posting, displaying, sharing or distributing Direct User Content on or through the Platform, you grant Altura, its affiliates, and any applicable Third-Party Services a nonexclusive license to use such Direct User Content during the Term (as defined in Section 11) solely for the purpose of operating the Platform and providing related services. Altura is acquiring no rights in the Direct User Content except for the limited license set forth above.

e. Compliance and Preservation. Altura may access, preserve and disclose Wallet information and / or Direct User Content if Altura is required to do so by applicable law or if we believe in good faith that such access, preservation or disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms, (iii) respond to claims that any Direct User Content violates the rights of third parties, including pursuant to Section 13, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of the Platform, Altura, our employees, directors or officers, partners and agents, or members of the public.

f. Ownership Disputes. Sometimes ownership of a Wallet or Altura Application is disputed between parties, such as a business and its employees, or a web designer and a client. We try not to get involved in these disputes. However, we reserve the right, at any time and in our sole discretion, and without notice to you, to determine rightful Wallet or Altura Application ownership and to transfer a Wallet or Altura Application to such owner.



Terms of Service

Our decision in that respect is final. If we feel that we can't reasonably determine the rightful owner, we reserve the right to suspend a Wallet or Altura Application until the disputing parties reach a resolution. We also may request documentation, such as a government-issued photo ID, credit card invoice or business license, to help determine the rightful owner.

6. ALTURA MARKETPLACE

a. General. The "Altura Marketplace" lets Direct Users list and sell Direct User Content, including non-fungible tokens ("NFTs") and Altura Application(s), to End Users (a "Buyer"). All such content available to buy or sell on the Altura Marketplace ("Marketplace Content") is Direct User Content and subject to all applicable restrictions in Section 5, except as explicitly set forth in this Section 6. Sellers may not use Altura Marks in, or in connection with the marketing of, Marketplace Content, and may not otherwise suggest that they are associated with, or endorsed by, Altura. Buyers and Sellers in the Altura Marketplace contract directly with each other. Altura will not be a party to any contracts between Buyers and Seller. Altura facilitates these contracts by supplying a medium for the exchange of currency. Payment will be processed at the end of a completed transaction. All payments for Marketplace Content must be made through the Altura Marketplace (User-Branded Marketplace subscriptions are purchased through the developer portal).

b. User-Branded Marketplaces. You also have the option to create a portal to access the Altura Marketplace to list and sell Direct User Content using your own branding and domain (a "User-Branded Marketplace"). Sellers may identify their User-Branded Marketplace as "Made with Altura" or "Powered by Altura," and may include a link to the Site, but Sellers may not otherwise use Altura Marks in, or in connection with the marketing of a User-Branded Marketplace and may not otherwise suggest that they are associated with, or endorsed by, Altura.

c. Submission and Review. Direct Users who have created Direct User Content that they would like to list on the Altura Marketplace may submit it by signing into their developer dashboard, selecting the Altura Application they would like to submit to the Marketplace, and using the "Game Page" option on to completely and accurately filling out all requested information.



Terms of Service

By submitting an Altura Application for listing on the Altura Marketplace, Seller (i) represents that it is compliant with the Platform, and (ii) makes all the representations and warranties set forth in Section 5(a) with respect to such Altura Application. Altura will review the submission and may refuse it for any reason whatsoever, including incompatibility with the Platform or inappropriate content.

d. Removal. Altura reserves the right, at any time and for any reason, to remove a Marketplace Content from the Altura Marketplace, even if it was previously approved. Altura will take commercially reasonable steps to work with the Seller to mitigate the effect of such removal but is not responsible for any claims by End Users or third parties relating to such removal.

e. Disclaimer. ALTURA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONTENT, FUNCTIONALITY, APPROPRIATENESS, MERCHANTABILITY, OR OTHERWISE OF ANY MARKETPLACE CONTENT, AND DISCLAIMS ALL LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THE USE OF MARKETPLACE CONTENT.

f. Payments. Buyers and Sellers must be 18 (or the age of majority in the jurisdiction from which they are accessing the Altura Marketplace). While Altura processes all transactions for Marketplace Content, (i) each such transaction is solely between the applicable Buyer and Seller; (ii) Altura has no liability to either Buyer or Seller with respect to such transaction; and (iii) the Buyer's license rights to the Marketplace Content are solely determined by the Seller, subject to the limitations set forth in Section 6(e). Before using the Altura Marketplace, Buyers and Sellers must first register their payment information (i.e. Wallet) if they have not previously done so.

The price for Marketplace Content is determined by the Seller, and Altura will retain a commission for all transactions processed through the Altura Marketplace ("Marketplace Fee"), in each case subject to the then-current Altura's Marketplace Licenses, Privacy Policy, and Acceptable Use Policy. Altura may suspend or withhold payments to Seller for any breach of Seller's obligations set forth in this Section 6 or otherwise under this Agreement.



Terms of Service

Altura may, in its sole discretion, discount the prices of Marketplace Content for certain buyers (i.e., students) or in the context of special promotions, in which case Sellers will be notified of such terms in advance of their taking effect. Altura may change or end promotions at any time.

g. Refunds. Altura has no obligation to provide refunds or credits, but may grant them in extenuating circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by Altura, in each case in Altura's sole discretion.

h. Exclusivity. Sellers may only offer Marketplace Content on the Altura Marketplace. Sellers may promote Marketplace Content on their own or third party sites, but any “purchase” link or the equivalent must direct the user to the Altura Marketplace (and not via a frame or pop-up but via a re-direct).

i. License to Buyer.

i. All Marketplace Content is licensed, not sold, and the Seller retains all right, title and interest in and to the Marketplace Content except for the limited license provided to Buyer as set forth herein.

ii. Unless otherwise set forth in customized license terms made available to Buyer in connection with the applicable Marketplace Content: (1) all the rights and restrictions of Section 2 apply to each Buyer and Seller, except such Section should be read to replace “Altura” with “Seller”, “you” with “Buyer”, and “Platform” with the name of the applicable Marketplace Content; (2) Seller affirms that the representations and warranties made in Section 5(a) with respect to all Direct User Content apply fully to all Marketplace Content, and acknowledges that Buyer may seek appropriate remedies for a breach of any such representations and warranties; and (3) Seller will fully disclose any Open Source Software or Third-Party Services integrated into or dynamically linked to by such Marketplace Content. For each Marketplace Content, the Seller must indicate whether it is licensed for individual or internal business use only or whether a Buyer may use such Marketplace Content in an Altura Application built for third parties (i.e., where the Buyer is an agency) and any other restrictions applicable to such license. Payment and other terms may differ between individual and agency licenses, and will be specified in the description for such Marketplace Content.



Terms of Service

iii. Any Buyer license to a Marketplace Content will terminate upon termination of Buyer's license to the Platform hereunder. If a Seller removes a Marketplace Content from the Altura Marketplace, prior license grants to such Marketplace Content will not be affected. In either case, no additional payments for such Marketplace Content will be due following such termination or removal. Seller must maintain an active Wallet with Altura in order to receive payment for Marketplace Content hereunder. If Seller's Wallet is terminated, Buyers will no longer be required to make any payments for Seller's Marketplace Content, but will not be required to stop using such Marketplace Content, and Seller will have no ongoing obligations with respect to such Marketplace Content. ALTURA WILL HAVE NO LIABILITY TO ANY BUYER OR SELLER FOR LOSS OF PAYMENT, LACK OF SUPPORT, REMOVAL OF USER COMPONENTS, OR ANY OTHER CONSEQUENCES ARISING FROM THE TERMINATION OF A BUYER OR SELLER'S ALTURA WALLET, REMOVAL OF A USER COMPONENT FROM THE ALTURA MARKETPLACE, OR ANY ACTS OR OMISSIONS OF BUYERS AND SELLERS WITH RESPECT TO THE ALTURA MARKETPLACE.

iv. Reviews. To the extent that Altura provides users of the Altura Marketplace an opportunity to like, review, or otherwise comment upon Marketplace Content ("Buyer Reviews"), (i) Altura and the applicable Seller may reproduce, publish, and distribute any information about Buyer Reviews in any forum in connection with promotion of the Platform, the Altura Marketplace, and the Marketplace Content, and (ii) for all other purposes, Buyer Reviews are Direct User Content and subject to the applicable provisions of Section 5.

7. OWNERSHIP

a. Platform. Aside from the limited license granted to you in Section 2(a), Altura retains all right, title and interest in and to the Platform, Site, Documentation, and all Updates. The Platform includes the Altura Marketplace (but not Marketplace Content).

b. Direct User Content. Except for the limited licenses granted to Altura in Sections 5(c), 6(d) and 6(g), as between the parties, you retain all right, title, and interest in and to your Direct User Content. For the avoidance of doubt, you may re-use any Direct User Content, including Altura Application workflow and design, on other web platforms or media without restriction. Direct User Content includes Marketplace Content.



Terms of Service

c. Usage Information. Altura owns all data regarding installation, registration, and use of the Platform, and related to Platform performance, including response times, load averages, usage statistics, and activity logs, (collectively, “Usage Information”). Usage Information includes information about Altura Applications and Marketplace Content incorporated into Altura Applications. Usage Information does not include any personally identifiable information or End User Information, but may include aggregated information derived from Direct User Content. Usage Information is used to contribute to analytical models used by Altura, to monitor and improve the Platform, and to perform Altura’s obligations under this Agreement.

d. Marks. You and Altura each retain all right, title and interest in and to their respective trademarks, service marks, logos, name, branding, and equivalent identifiers (“Marks”). You grant Altura a limited, non-exclusive, non-transferable, sublicensable right to use your Marks on the Platform and as otherwise required to fulfill its obligations hereunder, and for attribution as set forth in Section 15(e), consistent with your standard guidelines regarding the use of the Marks. Except for the reproduction of Altura Marks as permitted herein (i.e., promotion of the Altura Marketplace on your site), you may not use Altura Marks for any purposes, including in a way that suggests you are or endorsed by or associated with Altura in anything other than a customer relationship, or in connection with the marketing of, your Altura Applications or other services related to Altura. All permitted use of a party’s Marks hereunder will inure to the benefit of the owning party.

e. Feedback. Any feedback, comments, or suggestions you may provide regarding us, the Platform, or other services we offer (“Feedback”) is entirely voluntary and you hereby grant Altura a perpetual, irrevocable, and royalty-free right and license to use all Feedback in any lawful manner whatsoever, without any obligation to you.

8. THIRD PARTY MATERIAL

a. Third-Party Services. You are responsible for complying with the terms of use of all Third-Party Services applicable to your use of the Platform. Altura is not responsible for the performance of Third-Party Services. Altura will maintain compatibility of the Platform with Third-Party Services accessed via the standard features of the Platform or Add-Ons as part of the support services set forth in Section 4(c).



Terms of Service

b. Third-Party Content. Altura may make content from third parties, including data provided by Third-Party Services (“Third-Party Content”), available via the Platform. Altura is not responsible for the accuracy or completeness of Third-Party Content. If Altura is required to remove Third-Party Content, or is notified that certain Third-Party Content may violate applicable law or third party rights, Altura may remove such Third-Party Content without notice.

c. Open Source Software. Certain items of code provided with or accessed via the Platform are subject to “open source” or “free software” licenses (“OSS”), a list of which is available at <https://github.com/alturanft>. OSS is not subject to these Terms, except for this Section 8(c) and Section 12. Instead, each item of OSS is licensed under the terms of the license that accompanies such OSS.

8. Fees

a. Marketplace Transactions. Altura charges a fee for all transactions that are conducted on or are facilitated by the Altura Marketplace. For each Marketplace Transaction, Altura will accept payments on Seller’s behalf from Buyers, deduct the appropriate Marketplace Fee, and will remit the remainder to Seller within one (1) month of the date of the Marketplace Transaction.

i. Altura Marketplace Transactions. Except as described below in Section 9(a)(ii), Altura retains a 4% Marketplace Fee of all transactions that are conducted on or facilitated by the Altura Marketplace.

ii. User-Branded Marketplace Transactions. Altura retains a 2.5% Marketplace Fee for all transactions that are conducted or facilitated by a User-Branded Marketplace.

b. Subscription. Certain features of the Platform are only available with a paid access plan (a “Subscription”). Subscription features and pricing are available at <https://docs.alturanft.com/altura-documentation/marketplace/pricing>. Fees for Subscriptions (“Subscription Fees”) are due when you purchase the Subscription through the developer portal on the Platform. All Subscription Fees and other payments or credits related to your Wallet will be made in accordance with the charges and billing terms in effect when such payment is due or funds are received.



Terms of Service

You must connect a valid Wallet to the Platform with sufficient funds to pay the Subscription Fee prior to starting a Subscription. By connecting your Wallet and starting a Subscription, you agree that we may invoice you for all fees and charges when they become due to us (and process all payments due to you as a Seller) without additional notice or consent. We may change our fees and billing practices at any time, either by posting notice of such change on the Site or notifying you within the Platform, provided that any pre-paid fees for Services not yet completed will not be affected by such change.

c. Taxes. “Sales Tax” means any sales or use tax, and any equivalent tax measured by sales proceeds that we are required to pass through to our customers or to Buyers on the Marketplace. Sales Tax is automatically calculated and added to all orders where applicable. To the extent applicable, all payments for the Services will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to us will be your sole responsibility.

10. CONFIDENTIAL INFORMATION

a. General. “Confidential Information” means non-public or proprietary information in any form disclosed by or on behalf of either party that (i) is marked or identified as “confidential” or with a similar designation, or (ii) by its nature or the circumstances of its disclosure ought reasonably to be treated as confidential. The Platform, Documentation, and Usage Information is Altura Confidential Information. Each party may have access to the other party’s Confidential Information as a result of this Agreement. Confidential Information is the sole property of the disclosing party.

b. Use. Each party will: (i) only use Confidential Information to fulfill its obligations hereunder and/or as contemplated by these Terms and the Privacy Policy; (ii) only provide access to Confidential Information on an “as-needed” basis to its personnel, agents, and/or consultants who are bound by obligations materially similar to this Section 10(b), and (iii) maintain Confidential Information using methods at least as protective as it uses to protect its own information of a similar nature, but in no event with less than a reasonable degree of care. The obligations in this Section 10(b) will apply during and for three (3) years after the Term, except in the case of Confidential Information that is a trade secret, in which case the obligations will remain in effect as long as the trade secret is maintained.



Terms of Service

c. Exceptions. Confidential Information does not include information that is: (i) publicly available when disclosed or becomes publicly available without fault of the recipient after disclosure; (ii) rightfully learned by recipient from entities not bound to keep such information confidential, (iii) independently developed by recipient; or (iv) approved for unrestricted disclosure by the disclosing party. In addition, a recipient may disclose the other party's Confidential Information as required by court order or applicable law (provided that, to the extent legally permissible, the recipient promptly notifies the other party of such requirement and cooperates with the other party's reasonable efforts to prevent or limit the scope of such disclosure, at the other party's expense).

11. TERM AND TERMINATION

a. Term. These Terms will remain in effect for so long as you access the Site or use the Platform (the "Term").

b. Termination by Altura. If you fail to timely pay any Fee due under Section 9 for any reason, if you have materially breached any provision of these Terms, or if we are required to do so by law (e.g., where the provision of the Platform becomes unlawful), we may, immediately and without notice, suspend or terminate your Wallet, access to the Platform, or access to any portion(s) of the Platform. We will not be liable to you or any third party for any such termination, except that, if we stop offering the Platform where required to do so by law.

c. Termination by You. You may terminate this Agreement at any time by disconnecting all Wallets from the Platform and discontinuing use of the Platform. Your Wallet may be disconnected at any time by contacting us via email at team@alturanft.com. Following the termination date of your Subscription, these Terms will no longer apply to you unless (and only to the extent that) you access the Platform. **d. Effect of Termination.** Upon expiration or termination of this Agreement for any reason, the rights and licenses granted under this Agreement will immediately terminate. Sections 7, 10, 11(d), and 12 through 15 will survive the termination or expiration of this Agreement for any reason.



Terms of Service

11. TERM AND TERMINATION

a. Term. These Terms will remain in effect for so long as you access the Site or use the Platform (the “Term”).

b. Termination by Altura. If you fail to timely pay any Fee due under Section 9 for any reason, if you have materially breached any provision of these Terms, or if we are required to do so by law (e.g., where the provision of the Platform becomes unlawful), we may, immediately and without notice, suspend or terminate your Wallet, access to the Platform, or access to any portion(s) of the Platform. We will not be liable to you or any third party for any such termination, except that, if we stop offering the Platform where required to do so by law.

c. Termination by You. You may terminate this Agreement at any time by disconnecting all Wallets from the Platform and discontinuing use of the Platform. Your Wallet may be disconnected at any time by contacting us via email at team@alturanft.com. Following the termination date of your Subscription, these Terms will no longer apply to you unless (and only to the extent that) you access the Platform. **d. Effect of Termination.** Upon expiration or termination of this Agreement for any reason, the rights and licenses granted under this Agreement will immediately terminate. Sections 7, 10, 11(d), and 12 through 15 will survive the termination or expiration of this Agreement for any reason.

12. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

a. WARRANTY. THE PLATFORM IS PROVIDED “AS IS” WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. ALTURA MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PLATFORM, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ALTURA DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR WORK WITHOUT INTERRUPTIONS.

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Terms of Service

11. TERM AND TERMINATION (Cont.)

b. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT WILL (a) ALTURA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS, OR (b) EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

c. INDEMNIFICATION. You will indemnify, defend and hold Altura harmless from any claim, action, suit or proceeding made or brought against Altura arising out of or related to (a) your breach of any term of this Agreement, or (b) Direct User Content.

13. INFRINGEMENT

a. General. Altura respects the intellectual property rights of others and we expect our users to do the same. If you are a copyright owner and believe a user of the Platform, or operator of an Altura Application is infringing your copyright or the copyright of any third party, please notify our designated copyright agent in writing at the following address: Altura Group, Inc. team@alturanft.com

b. Notice Requirements. Each notification must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the right that is allegedly infringed, (ii) a description of the work claimed to have been infringed, or, if multiple works are covered by a single notification, a representative list of such works, (iii) identification of the material that is claimed to be infringing, and information reasonably sufficient to permit Altura to locate the material, (iv) information reasonably sufficient to permit Altura to contact you, such as an address, telephone number, and, email address, (v) a written statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and (vi) a statement made under penalty of perjury that the information in the notification is accurate and that you are the copyright owner or authorized to act on the owner's behalf.



Terms of Service

Note that when Altura contacts the owner of the content that is claimed to be infringing, we may provide them with the rights owner's name, contact information, and nature of the report, so that contact between the two parties may be established.

13. INFRINGEMENT

a. General. Altura respects the intellectual property rights of others and we expect our users to do the same. If you are a copyright owner and believe a user of the Platform, or operator of an Altura Application is infringing your copyright or the copyright of any third party, please notify our designated copyright agent in writing at the following address: Altura Group, Inc. team@alturanft.com

b. Notice Requirements. Each notification must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of the right that is allegedly infringed, (ii) a description of the work claimed to have been infringed, or, if multiple works are covered by a single notification, a representative list of such works, (iii) identification of the material that is claimed to be infringing, and information reasonably sufficient to permit Altura to locate the material, (iv) information reasonably sufficient to permit Altura to contact you, such as an address, telephone number, and, email address, (v) a written statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and (vi) a statement made under penalty of perjury that the information in the notification is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

c. Trademarks. The above process may be used to inform us of potential or suspected violations of other intellectual property rights, including unauthorized use of trademarked material.

d. Rights and Remedies. We may remove Direct User Content and other content on the Platform alleged to be infringing and terminate the right to use the Platform by any Direct User who infringes the intellectual property rights of another person or entity, in each case without prior notice and at our sole discretion.



Terms of Service

14. DISPUTE RESOLUTION

a. Governing Law. These Terms, for all purposes, will be governed and interpreted according to the laws of the State of Delaware, without giving effect to its conflicts of laws provisions that would require a different result.

b. Arbitration. Any dispute that may not be brought in small claims court will be resolved by binding and confidential arbitration conducted in the English language, in New York, New York, before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes and governed by the AAA’s Commercial Arbitration Rules (the “Rules”).

i. YOU ARE GIVING UP YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY FOR ANY DISPUTE ARISING UNDER THESE TERMS, EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

ii. ANY CLAIMS BROUGHT BY EITHER PARTY MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF.

iii. You have the right to opt out of the provisions of this Section 14 (for purposes of this Section only, the “Arbitration Agreement”) requiring and governing arbitration by sending written notice of your decision to opt out to team@alturanft.com within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address you associated with your Wallet, and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you.



Terms of Service

iv. Any arbitration award will be final and binding upon the parties without appeal or review except as permitted by State of Delaware law or United States federal law. Each party will bear its own costs with respect to the arbitration procedure.

v. Notwithstanding the foregoing, (1) either party may bring an individual action in small claims court, and (2) claims of (A) defamation, (B) violation of the Computer Fraud and Abuse Act, or (C) infringement or misappropriation of the other party's intellectual property rights, may be exclusively brought in the state or federal courts located in Delaware. The parties agree to submit to the exclusive personal jurisdiction of such courts for such purpose. A request for equitable relief will not be deemed a waiver of the right to arbitrate.

c. Enforceability. With the exception of Section 14(b)(i), if any part of Section 14(b) is deemed to be invalid or unenforceable for any reason then the balance of Section 14(b) will remain in effect. If, however, Section 14(b)(i) is found to be invalid or unenforceable for any reason, or we receive a valid opt-out notice from you pursuant to Section 14(b)(iii), then Section 14(b) will be null and void, neither party will be entitled to arbitration, and any claims relating to the Terms or Platform will be exclusively brought in a state or federal court located in Delaware.

15. MISCELLANEOUS

a. Assignment. You may not assign these Terms or any rights or obligations without Altura's prior written consent. Subject to the foregoing, these Terms will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this Section 15(a) will be null and void.

b. Export Regulations. The Platform may be subject to export laws and regulations of the United States and other jurisdictions. You represent that you are not named on any U.S. government denied-party list. You will not permit Direct Users to access or use the Platform in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea (region of Ukraine)) or in violation of any U.S. export law or regulation.

c. U.S. Government Restricted Rights. Altura provides the Platform, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in these Terms.



Terms of Service

This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these Terms, it must negotiate with Altura to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

d. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the remaining provisions will remain in full force and effect.

e. Attribution. We may identify you as a client in standard marketing materials, including the customer page of the Site.

f. Waiver. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof.

g. Entire Agreement; Modification. These Terms are the entire understanding of the parties with respect to their subject matter and supersede any previous or contemporaneous communications, whether oral or written. These Terms may be modified as set forth in Section 1(f) or in a writing signed by both parties.

h. Headings and Interpretation. Headings and the summary explanations at the beginning of each Section of these Terms are for reference only and do not affect the parties' rights and obligations hereunder. As used herein, "may" means "has the right, but not the obligation, to"; "includes" and its variations means "includes, but is not limited to"; and "days" means calendar days, provided that obligations that would be due on a weekend or holiday will be due on the next business day following such weekend or holiday.

BY CLICKING THE "I ACCEPT" BUTTON, YOU ARE INDICATING THAT YOU HAVE READ AND CONSENT TO BE BOUND BY THESE TERMS. IF YOU HAVE NOT READ THESE TERMS, OR YOU DO NOT AGREE TO BE LEGALLY BOUND BY THEM, DO NOT CLICK THE "I ACCEPT" BUTTON AND DO NOT USE THE PLATFORM.