

NOTICE OF LIMITATIONS OF LIABILITY,

ARBITRATION, AND CLASS ACTION WAIVERS

THIS AGREEMENT CONTAINS VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTIONS 6. (DISCLAIMERS) AND 8. (LIMITATION OF LIABILITY), AND AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 9. (DISPUTE RESOLUTION). BY PURCHASING, USING, OR OTHERWISE ACCEPTING OWNERSHIP OF THE NFT, YOU AGREE, ON BEHALF OF YOURSELF AND ANY OTHER PERSON OR ENTITY THAT YOU REPRESENT, TO RESOLVE ALL DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS. ALSO, THIS AGREEMENT, ALONG WITH ANY OTHER TERMS AND CONDITIONS REFERRED TO IN IT, INCLUDE YOUR RELEASE OF ALL CLAIMS FOR ANY DAMAGES AGAINST DELTA9 AND CERTAIN THIRD PARTIES THAT MAY ARISE OUT OF OR ARE OTHERWISE RELATED TO YOUR PURCHASE, USE, OR ACCEPTANCE OF OWNERSHIP OF THE NFT.

1. **DEFINITIONS.** The following terms have the corresponding meanings: “Art” means any art, design, product design, trademark, logo, animation, video, drawings and/or other digital content owned by or licensed to Delta9 Ltd., and linked to an NFT that you Own. “NFT” means any blockchain-tracked, non-fungible token. “Own” means, with respect to an NFT, an NFT that you have rightfully and lawfully purchased or acquired from a legitimate source, where proof of such purchase or acquisition is recorded on the relevant blockchain. “Purchased NFT” means an NFT that you Own. “Third Party IP” means any third-party intellectual property rights including, but not limited to, rights in inventions and discoveries, patents, utility models, rights in designs, trademarks, service marks, trade names, logos, devices, signs, copyrights, associated goodwill, rights in confidential information and know-how subsisting anywhere in the world, whether registered or not.

2. **Ownership; Purchase Terms.**
 - A. **NFT Ownership.** When You purchase or otherwise accept ownership of the NFT, You acquire all right, title, and interest in and to the NFT, including, the right to sell, transfer, assign, donate, or otherwise dispose of ownership of the NFT, subject to the terms and conditions of this Agreement. **You do not** gain any right, title, or interest in or to any of the artwork, images, music, audiovisual works, or other content associated with, or represented by, the NFT (collectively, Artwork). Your rights to use the Artwork are subject to the terms and conditions of this Agreement, including in Section 2. (License Grant and Restrictions).

 - B. **Reserved Rights.** The Delta9 expressly reserves all rights, ownership, and interests in the Artwork, which include the following concerning U.S. and international matters: (a) trademarks, service marks, trade dress, trade names, logos, domain names, and other designations indicating source or origin, along with the associated goodwill; (b) copyrights, moral rights, and all other rights related to works of authorship (whether subject to copyright or not), encompassing computer programs and rights in data and databases; (c) industrial design rights; (d) rights of publicity; and (e) all other forms of intellectual property and proprietary rights, whether registered or unregistered. This encompasses all registrations, applications, renewals, or extensions thereof and all analogous rights or forms of protection worldwide, both existing and future (collectively referred to as "Delta9's IP"). It is acknowledged and agreed that you shall not engage in any actions inconsistent with the Delta9's ownership of Delta9's IP and shall only utilize Delta9's IP in accordance with the terms and conditions laid out in this Agreement, including the licenses detailed in Section 2 (License Grant and Restrictions). The exclusive right to seek registration for and ownership of any elements comprising Delta9's IP, as well as to initiate any actions regarding infringement, misappropriation, or unfair competition concerning Delta9's IP, is retained by the Delta9.

Furthermore, it is acknowledged and agreed that any use of Delta9's IP by you shall exclusively benefit the Delta9. In the event that you obtain any rights in Delta9's IP, whether through legal operation or otherwise, you hereby assign such rights irrevocably to the Delta9, without any need for additional action from any party involved.

- C. **Purchase and Fees.** If you are the initial purchaser of the NFT, You agree to purchase and pay for the NFT in accordance with the terms and conditions of the marketplace on which the NFT is offered. By purchasing or otherwise accepting ownership of the NFT, You agree to pay all applicable fees and You authorize Delta9 to automatically deduct any Resale Royalties (as defined below) and any transaction fees (including gas fees applicable to the blockchain supporting the NFT) directly from Your crypto wallet or other authorized and legal payment method. If you are the first buyer of the NFT, you commit and agree to acquiring and making payment for the NFT as per the regulations and provisions set forth by the marketplace where the NFT is available. Upon the acquisition or acceptance of ownership of the NFT, you agree to pay all relevant charges and hereby grant the Delta9 the authority to deduct Resale Royalties (as elaborated below) and any transaction expenses (including gas fees associated with the blockchain that supports the NFT) directly from your cryptocurrency wallet or any other legally approved payment method that you have authorized. Delta9 has no control over the execution of any smart contract operation or functionality or any transaction fees associated with the NFT. Delta9 additionally does not have the ability to reverse any transactions. Accordingly, Delta9 shall not be liable to You or to any third party for any claims or damages arising out of or relating to Your use or transfer of, or other interactions with, the NFT or Artwork[, or any related Experiences (as defined below)]. The Delta9 lacks authority over the execution of smart contract operations, functionalities, or any accompanying transaction fees linked to the NFT. Moreover, the Delta9 does not possess the capability to reverse any transactions. Consequently, the Delta9 shall not be held accountable for any claims or damages stemming from or associated with your utilization, transfer, or other engagements involving the NFT or the Artwork[, or any related Experiences (as described below)], whether involving you or any third party.
- D. **Taxes.** You are responsible for any and all taxes, including but not limited to sales, use, value-added, GST, and other taxes, duties, and assessments that are currently in effect or may be imposed by any governmental, regulatory, or administrative authority in connection with your use of or engagement with the NFT, Artwork, and any associated WeedVerse® Experiences. This includes taxes that may become due as a consequence of your sale, transfer, assignment, donation, or other forms of ownership disposition of the NFT.

3. License Grant and Restrictions.

- A. **Artwork License.** Subject to your rightful and lawful purchase or acquisition of the NFT and, with respect to a Purchased NFT, your continued ownership, and compliance with these Terms, including in Section (b) (License Rights Restrictions), Delta9 hereby grants to You, for as long as You own the NFT, a limited, non-exclusive, revokable, worldwide, non-sublicensable right and license to use the Artwork: (i) for personal non-commercial use (for example home display, display in a virtual gallery or as an avatar); and (ii) within a marketplace that permits the buying and selling of your NFTs, on the condition that the marketplace employs cryptographic verification to confirm each NFT owner's entitlement to exhibit the Art for their Purchased NFTs, thereby ensuring that only the genuine owner can showcase the Art; and provided that the Artwork, including Delta9's IP, appears in its original form and does not constitute a derivative work. or (iii) within a third-party website or application that allows the integration, engagement, or involvement of your NFTs, subject to the website/application employing cryptographic verification to validate each NFT owner's right to exhibit the Art for their Purchased NFTs, thereby ensuring that only the true owner can present the Art. However, it is essential to note that the Art must cease to be visible once the owner of the Purchased NFT departs from the website/application. The license for displaying the Art in connection with the Purchased NFT is automatically and consistently

transferred with the NFT, as stipulated below in Section 5. In all other cases, the license for displaying the Art connected to the Purchased NFT is not transferrable. This license is transferrable only if all of the conditions in Section (5d) (Effect of Transfer) are met in full. All of Your rights to the Artwork are as expressly stated in this Section (3a); there are no implied rights.

- B. License Rights Restrictions.** In addition to what is outlined in Section 3 above, it should be noted that the license mentioned in Section 3 does not encompass: (i) the authorization to utilize the Art for generating additional NFTs; (ii) the authority to modify, distort or create adaptations or derivative works based on the Art, in any manner, including, without limitation, shapes, designs, drawings, attributes, or color schemes; (iii) use the Art for your Purchased NFTs as a brand or trademark or to advertise, market, or sell any third party product or service ; (iv) use the Art for your Purchased NFTs in movies, videos, or any other forms of media, except solely for your own personal, non-commercial use ; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your Purchased NFTs; (vi) otherwise utilize the Art for your Purchased NFTs for your or any third party's commercial benefit. To the extent that Art associated with your Purchased NFTs contains Third Party IP (e.g., licensed intellectual property), you understand and agree as follows: (1) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (2) that, depending on the nature of the license granted from the owner of the Third Party IP, Delta9 may need to enforce additional restrictions on your ability to use the Art; and (3) to the extent that Delta9 informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of these Terms. The restrictions in Section 3b will survive the expiration or termination of the license granted in Section 3a. The NFT, and any product or service related to the NFT, is not available to certain individuals, countries, or territories deemed sanctioned by governing bodies. Please refer to the sanction websites for the United States for up-to-date lists at the time of this reading. Delta9 accepts no liability for losses to any party based in any of the foregoing countries or territories arising out of, or in connection with, any order for any of the products or services, including NFTs, detailed on this website/application; (viii) the privilege of, and you are prohibited from, utilizing any Delta9 Ltd., trademarks in connection with the exercise of your license under Section 3a. No Delta 9 Ltd., trademarks are licensed or otherwise granted to you. You are not permitted to employ or endeavor to register any asset, including domain names, social media accounts, or associated addresses, that incorporate or feature any artwork, representation, name, or mark that might be confusingly similar to Delta 9 Ltd., trademarks. The restrictions presented in Section 5 will remain in effect even after the expiration or termination of the license awarded in Section 3a. You also hereby understand and agree that the license to the Artwork granted in this Agreement is conditioned on Your agreement that, for as long as You hold ownership rights in and to the NFT, you will not and will not permit or encourage others to: (a) modify the Artwork or any of Delta9's IP embodied in it in any manner, including any shapes, designs, drawings, attributes, or color schemes, (b) (a) employ the Artwork in any way that portrays, embodies, or promotes hate speech, intolerance, cruelty, violence, vulgarity (such as pornography), offensive conduct, political assertions, or illegal, illicit, defamatory, harassing, abusive, or deceitful behaviors or language; (c) endeavor to or successfully register or otherwise gain ownership of any trademarks, copyrights, or other intellectual property or proprietary rights connected to the Artwork or any of Delta9's intellectual property.; (d) make any representations or suggestions that suggest Delta9's endorsement or support for your utilization of or engagements with the NFT, Artwork, or the Experiences; (e) make any defamatory or otherwise false or misleading statements about Delta9, the NFT or Artwork, or the Experiences; (f) participate in any deceitful or misleading actions with the intention or design to artificially inflate or deflate the value of the NFT.; or (g) employ any software, hardware, or alternative technology, device, or method, including viruses, worms, malware, malicious software, or any other detrimental computer code, with the intention or result of

causing harm or hindrance in any way to the security or integrity of the systems and platforms upholding the NFT or Artwork[, or the Experiences], including any associated cryptocurrency wallets or smart contracts..

4. **Additional Terms.**

- A. **Third-Party Marketplaces.** Delta9 relies on third-party marketplaces to facilitate transactions involving the NFT, including any of Your uses of or other interactions with the NFT. Accordingly, Your transactions involving the NFT are subject to the terms and conditions of such third-party marketplaces, including those on which Your transactions occur, whether or not through such thirdparty marketplaces' service offerings (i.e., marketplace NFT or crypto wallets). Delta9 is not in control of, and You hereby agree not to hold Delta9 responsible or liable for, such third-party marketplaces' terms and conditions. Further, Your uses of and other interactions with the NFT may be limited or otherwise affected if: (a) the terms and conditions or pricing of such third-party marketplaces change; (b) You or Delta9 cannot comply with the terms and conditions of such third-party marketplaces or any update or modification to them; or (c) a third-party marketplace dissolves, declares bankruptcy, becomes insolvent, or otherwise ceases business operations.
- B. **Third-Party Sites[Experiences].** The NFT may grant You access to certain in-person or virtual experiences or facilitate access to third-party websites (Third-Party Sites). Certain in-person or virtual experiences are listed on Exhibit A. (WeedVerse® Experiences) along with further details concerning redeeming such WeedVerse® Experiences. Third-Party Sites and certain WeedVerse® Experiences are not under Delta9's control and You hereby agree that You will not hold Delta9 liable or responsible for any content or information contained on or in any Third-Party Sites, including for any errors, omissions, or inaccuracies, or for any losses or damages of any kind incurred as a result of Your use of or access to any Third-Party Site [or Experience]. You use or rely on Third-Party Sites [and redeem and attend Experiences] at Your own risk and subject to any license agreements, terms and conditions, privacy policies, and other notifications, disclaimers, and legal requirements applicable to such Third-Party Sites [and Experiences]. Links and other access to Third-Party Sites [and Experiences] are provided or facilitated only as a convenience or benefit to You and do not necessarily constitute or imply Delta9's endorsement or support of them. Delta9 does not guarantee the availability, accuracy, or display of or access to any Third-Party Sites [or Experiences] and reserves the right to remove, delete, alter, edit, suspend, or otherwise modify any interactions with or access to such Third-Party Sites [or WeedVerse® Experiences] made available on or through the NFT, at any time and in Delta9's sole discretion. Any opinions, advice, statements, offers, services, performances, or other content expressed, displayed, or made available on any Third-Party Sites or WeedVerse® Experiences: (a) are those of the respective authors or applicable distributors; and (b) may be protected by copyright, trademark, right of publicity, and other U.S. or international intellectual property or proprietary rights Laws (as defined below). By using or otherwise owning the NFT, You do not acquire any right, title, or interest in or to any ThirdParty Sites WeedVerse® Experiences or any portion of them.

5. **Termination.**

- A. **Your Termination Rights.** Subject to Sections (5d) (Effect of Transfer) and (5f) (Effect of Termination), You may sell, assign, donate, or otherwise transfer ownership of the NFT at any time. The license provided in Section 3 above is applicable solely to your rightful and lawful purchase or acquisition of the NFT. In the case of a Purchased NFT, this license remains valid as long as you retain ownership of the respective Purchased NFT.

- B. However, if you choose to sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted in Section 3 for those specific NFTs will promptly expire without any notice requirement, and you will forfeit all rights to the Art associated with those NFTs.

- C. Additionally, the license granted in Section 3 will automatically terminate, with all rights reverting to Delta9 if:

- (i) You violate any of the Terms, which includes but is not limited to transferring, selling, donating, or otherwise disposing of the Purchased NFT in a manner not expressly permitted under the Terms;

- (ii) You engage in any unlawful business practices related to the Purchased NFT; or

- (iii) Other circumstances arise that render it unreasonable for any party to remain bound by the agreement until the next regular effective date of termination.

Should you not have rightfully and lawfully acquired the NFT or if the license granted in Section 3 is terminated for any reason, Delta9 reserves the right to deactivate your access to the Art and/or deny access to any further benefits, services, or goods linked to the NFT. In such cases, you are obligated to delete, remove, or otherwise destroy any backup or individual digital copies of the Art in your possession. The transferor will, however, continue to be bound by the surviving provisions as stated in Section (g) (Effect of Termination) below.

- D. **Effect of Transfer.** Before selling, transferring, assigning, donating, or otherwise disposing of your ownership of the NFT, you must ensure that any third party intending to assume ownership rights in the NFT is provided with adequate notice of this Agreement. This notice should encompass a description of the essential terms and a link to or a copy of this Agreement. Complying with this condition is a prerequisite for any NFT transfer. Failure to adhere to this condition will render your transfer null and void, and it will serve as grounds for Delta9 to immediately terminate this Agreement.

Upon accepting ownership of the NFT, the recipient (transferee) shall be deemed to have agreed to all the terms and conditions stipulated in this Agreement. From that point forward, they will be regarded as "You" under the terms of this Agreement.

Furthermore, you acknowledge and consent that all subsequent sales, assignments, donations, or other transfers of NFT ownership will be cryptographically recorded on the blockchain supporting the NFT. Additionally, all payments for the NFT must originate from the crypto wallet of the intended third-party transferee.

As part of these transactions, 10% of the gross purchase price, if applicable, for the NFT by the third-party transferee shall be automatically remitted to Delta9 through the utilization of smart contracts linked to the NFT (referred to as the Resale Royalty).

- E. **Delta9's Termination Rights.** Delta9 may also terminate this Agreement immediately if: (a) You breach of any of the terms and conditions of this Agreement, including any of the restrictions in Section (3b) (Restrictions on License Rights); or (b) You unlawfully or illegally use the NFT.

- F. **Effect of Termination.** On termination of this Agreement, for any reason, including Your sale, assignment, donation, or other transfer of Your ownership of the NFT, all of the rights and licenses that Delta9 has granted to You under this Agreement shall immediately terminate without any requirement of further notice. Sections 2. (Ownership; Purchase Terms), 3b (Restrictions on License Rights), 4. (Additional Terms), 5f (Effect of Termination), 6. (Assumption of Risk), 7. (Disclaimers), 8. (Indemnification), 9. (Limitation of Liability), 11. (Dispute Resolution), and 13. (Miscellaneous) shall remain in effect even after

the termination of this Agreement, regardless of the reason for termination. This includes all related definitions and any other provisions that, by their inherent nature, are intended to survive termination.

6. Assumption of Risk.

A. **Delta9s Rights and Obligations.** You acknowledge and consent that Delta9 bears no responsibility for the website hosting the Artwork, any blockchain, or distributed ledger on which the NFT is registered. Delta9 is also not liable for the repair, support, replacement, or maintenance of these elements. Additionally, you comprehend and agree that Delta9 is under no obligation to sustain any link or other connection between the NFT and the Artwork.

B. **Crypto Assets.** Delta9 does not store, transmit, or receive crypto assets, including tokens from any blockchain. Any transfer of crypto assets takes place within the underlying blockchain network, which is beyond the control of Delta9. Public blockchains and their associated distributed ledgers are subject to fluctuations in pricing, changes in demand, evolving regulations, and other factors that can lead to extended periods of network congestion, inconsistent or delayed transaction processing speeds, and unforeseen disruptions. Consequently, transactions, including the sale, assignment, donation, or other transfer of NFT ownership, may entail the following:

(i) Transactions may be irreversible, and you should be aware that losses due to fraudulent or unintentional transactions are possible.

(ii) Transaction records may be recorded on a public blockchain's distributed ledger at a time later than when either you or Delta9 initiated the transaction involving the NFT.

C. **Internet Based Transfers.** Certain inherent risks are associated with using an internet-based digital asset, including but not limited to risks connected to hardware, software, internet connections, potential introduction of malicious software, and the possibility of unauthorized access by third parties to information stored within your crypto wallet or other means of holding and transferring crypto assets. You expressly agree not to hold Delta9 liable or accountable for any communication failures, interruptions, errors, distortions, inaccuracies, or delays that you may encounter while participating in or conducting transactions involving the NFT or Artwork, regardless of the manner in which such transactions were initiated or completed.

D. **Regulations.** Digital assets, including blockchain-based assets like the NFT, are subject to evolving statutes, regulations, rules, orders, treaties, and other laws (collectively referred to as "Laws") worldwide. These Laws, along with any subsequent updates or modifications, have the potential to impact this Agreement and its associated terms and conditions. In the event that any Laws render this Agreement, any of its provisions, or any terms and conditions referenced within it illegal or unenforceable, Delta9 will not be considered in violation of this Agreement. At the discretion of Delta9, Delta9 may choose to terminate this Agreement, which includes any rights related to WeedVerse® Experiences offered in connection with the NFT.

E. **Volatility; Securities.** The price and liquidity of blockchain assets, including the NFT, are known to be highly volatile and may experience significant fluctuations that could significantly impact the value, price, and various attributes of the NFT in an adverse manner. The value of the NFT may be contingent upon the ongoing willingness of market participants to exchange fiat currency or digital assets for the NFT. Consequently, there exists a possibility of a permanent and complete loss of value for the NFT should the market for the NFT cease to exist.

The NFT is not intended to be a "security" under any Laws, including the Securities Act of 1933, Securities Exchange Act of 1934, or the Investment Company Act of 1940, each as amended.

7. Disclaimers.

- A. THE NFT AND ARTWORK, ALONG WITH ANY WEEDVERSE® EXPERIENCES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DELTA9 EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER ARISING FROM TRADE USAGE, COURSE OF DEALING, STATUTE, OR COMMON LAW. THIS INCLUDES ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE, AND NONINFRINGEMENT.

WITHOUT LIMITING THE ABOVE, DELTA9 MAKES NO REPRESENTATION OR WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF THE ARTWORK OR ANY INFORMATION OR CONTENT ASSOCIATED WITH THE NFT, OR ANY WEEDVERSE® EXPERIENCES. DELTA9 DOES NOT WARRANT THAT THE NFT AND ARTWORK, OR WEEDVERSE® EXPERIENCES, WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

DELTA9 SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY CLAIMS OR LOSSES ARISING FROM OR RELATING TO ANY FAILURE OR ABNORMAL BEHAVIOR OF SOFTWARE OR SYSTEMS SUPPORTING OR ASSOCIATED WITH THE NFT OR ARTWORK, OR THE WEEDVERSE® EXPERIENCES. THIS ENCOMPASSES SOFTWARE COMPONENTS SUCH AS MEDIA SERVERS, CRYPTO WALLETS, SMART CONTRACTS, BLOCKCHAINS, NODE COMMUNICATIONS, THIRD-PARTY MARKETPLACES, OR OTHER DISTRIBUTED LEDGER TECHNOLOGIES.

FURTHERMORE, DELTA9 ASSUMES NO RESPONSIBILITY OR LIABILITY FOR CLAIMS OR LOSSES ARISING DUE TO:

(I) ERRORS SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY EXECUTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURES OR DATA LOSS; (III) DAMAGED CRYPTOGRAPHIC FILES, INCLUDING THOSE RELATED TO YOUR CRYPTO WALLET; (IV) THE FUNCTIONING OR OUTPUT OF ANY SOFTWARE OR HARDWARE, INCLUDING ANY FUNCTIONALITY ISSUES, DEVELOPMENT ERRORS, OR OTHER ISSUES PERTAINING TO MEDIA SERVERS, BLOCKCHAINS, OR CRYPTO WALLETS; (V) UNAUTHORIZED THIRD-PARTY ACTIVITIES; (VI) THE UTILIZATION OF SOFTWARE, HARDWARE, OR OTHER MEANS, INCLUDING ANY VIRUS, WORM, MALWARE, MALICIOUS CODE, OR OTHER HARMFUL COMPUTER CODE, INTENDED OR ACTING TO DESTROY, DISRUPT, DISABLE, DISTORT, OR OTHERWISE IMPAIR THE SECURITY OR INTEGRITY OF SOFTWARE AND SYSTEMS THAT SUPPORT OR ARE LINKED TO THE NFT OR ARTWORK[, OR THE EXPERIENCES]. SUCH SYSTEMS INCLUDE MEDIA SERVERS, CRYPTO WALLETS, SMART CONTRACTS, BLOCKCHAINS, NODE COMMUNICATIONS, THIRD-PARTY MARKETPLACES, OR OTHER DISTRIBUTED LEDGER TECHNOLOGIES..

- B. THE NFT REPRESENTS A DIGITAL ASSET, AND ITS EXISTENCE RELIES ENTIRELY ON THE OWNERSHIP RECORD STORED WITHIN THE RELEVANT BLOCKCHAIN NETWORK AND ITS ASSOCIATED DISTRIBUTED LEDGER. ANY TRANSFER OF OWNERSHIP RIGHTS TO A DIGITAL ASSET, SUCH AS THE NFT, TAKES PLACE WITHIN THE PUBLIC BLOCKCHAIN'S DISTRIBUTED LEDGER OF THAT PARTICULAR BLOCKCHAIN NETWORK, WHICH DELTA9 DOES NOT OWN OR CONTROL. THEREFORE, DELTA9 MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING DELTA9'S OR ANY THIRD-PARTY MARKETPLACE'S ABILITY TO FACILITATE THE TRANSFER OF ANY RIGHT, TITLE, OR INTEREST IN OR TO THE NFT.

YOU ARE FULLY RESPONSIBLE FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS THAT YOU ACQUIRE THROUGH THIRD-PARTY MARKETPLACES, INCLUDING THE NFT. DESPITE ANY INDICATORS AND MESSAGES THAT MAY SUGGEST THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF THE NFT, DELTA9 MAKES NO ASSERTIONS REGARDING, NOR PROVIDES ANY REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS MADE AVAILABLE ON OR THROUGH ANY THIRD-PARTY MARKETPLACES. THIS INCLUDES TRANSACTIONS CONDUCTED OR ENGAGED IN BY DELTA9 OR YOU THROUGH SUCH THIRD-PARTY MARKETPLACES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONSUMER CONTRACTS. AS A RESULT, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. Indemnification.

- A. **Indemnities.** Without limiting any other provision of this Agreement, you are obligated to indemnify, defend, and hold harmless Delta9, its parent companies, subsidiaries, affiliates, and all of their respective officers, directors, managers, members, employees, agents, representatives, successors, and assigns (individually, a "Delta9 Party," and collectively, the "Delta9 Parties") from any actual or alleged demands, accusations, claims, lawsuits, actions, or other legal proceedings (collectively referred to as "Claims") and any related orders, awards, fines, penalties, settlements, costs, expenses, damages, liabilities, judgments, or other losses, including reasonable attorneys' fees (collectively referred to as "Losses"). These Claims and Losses must arise from or be related to:

(i) Your acquisition, ownership, sale, assignment, donation, transfer, or use of, or interaction with, the NFT, or your utilization of any Artwork, or your redemption of any WeedVerse® Experiences; (ii) Alleged or actual violations of this Agreement, including Sections 2. (Ownership), 3. (License Grant and Restrictions), and 4. (Additional Terms); (iii) Alleged or actual violations of any applicable laws connected to any of your NFT or Artwork uses or interactions, or any WeedVerse® Experiences; or (iv) Instances of fraud, misconduct, or other misrepresentations related to the NFT, Artwork, or any WeedVerse® Experiences.

However, it's important to note that these indemnities do not apply to Claims or Losses arising exclusively from Delta9's fraud, gross negligence, or willful misconduct. You are not permitted to settle or otherwise resolve any Claim without obtaining prior written consent from Delta9.

9. Limitations of Liability.

- A. **Excluded Damages.** To the maximum extent allowed by applicable law, neither Delta9 nor any other Delta9 Parties will be held liable to you for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising under statute, common law, course of dealing, trade usage, or any other legal theory, whether in contract, tort (including negligence), or otherwise, related to this Agreement, the NFT, Artwork, or any Experiences. This includes damages that were foreseeable or not, and regardless of whether Delta9 was informed of the possibility of such damages. It is recognized and agreed by you that the limitations of liability outlined in this section are fundamental to this Agreement, and that Delta9 would not have agreed to this Agreement without these terms and conditions in this section 9.
- B. In no event shall the total aggregate damages for which Delta9 may be liable in connection with any and all claims arising from or related to this Agreement, the NFT, Artwork, or any WeedVerse® Experience associated with the NFT exceed a total of \$50.

10. Assumption of Risk. You hereby agree to the following terms:

- A. Recognize that if there exists a price or market for a blockchain asset, these markets and prices are highly volatile. Fluctuations in the value of other digital assets could significantly and adversely impact the worth of any digital assets you possess, such as Purchased NFTs. There is no assurance that Purchased NFTs will possess or retain any value.
- B. Acknowledge the risks associated with utilizing Internet-native assets (e.g., non-fungible tokens, cryptocurrencies, etc.), including but not limited to the potential for hardware, software, and internet connectivity failures. Additionally, you acknowledge the risk of introducing malicious software and the possibility of unauthorized access by third parties to information stored within your digital "wallet." Delta9 will not be held accountable for any of these risks, regardless of their cause.
- C. Understand that Delta9 makes no commitments or guarantees regarding the availability of the Art on the internet or the hosting of the Art at any specific location and/or for any defined duration.
- D. Acknowledge that upgrades to the Ethereum platform, a hard fork in the Ethereum platform, a breakdown or discontinuation of Ethereum, or alterations in how transactions are confirmed on the

Ethereum platform might unintentionally have adverse effects on all blockchains employing such technologies, including, but not limited to, Purchased NFTs.

- E. Acknowledge that NFTs are exclusively offered for entertainment purposes.
- F. Recognize that Delta9 bears no responsibility for any transactions between you and a third party (e.g., your acquisition of a Purchased NFT from a third party in the so-called "secondary market") or for any consequences arising from such transactions (e.g., any associated costs or taxes). Delta9 shall not be liable in connection with any such transactions or their outcomes.

11. Dispute Resolution.

- A. **Arbitration and Class Action Waiver Disclaimer.** a. Arbitration and Class Action Waiver Disclaimer. Upon purchasing or otherwise acquiring ownership of the NFT, redeeming any experience, or accessing and using any of the Artwork, you consent to the resolution of any disputes arising between you and the Delta9 regarding the NFT or Artwork, or any related experience, through individual binding arbitration, as outlined in this section. We kindly urge you to thoroughly review these dispute resolution provisions, as they hold significance for your rights and will influence the resolution of any claims that may arise between you and Delta9.
- B. **Mandatory Arbitration.** You hereby consent that any claim or dispute, whether initiated by you or Delta9, arising from or in any way related to this Agreement, the NFT, any Artwork, or any WeedVerse® Experience (including the determination of a valid arbitration agreement and its coverage) must be resolved conclusively through binding arbitration, with the exception that either you or Delta9 may: (a) Pursue claims in a small claims court if such claims meet the criteria specified by applicable law; and (b) Seek equitable remedies in a court with competent jurisdiction as outlined in Section (i) (Equitable Relief).

This arbitration obligation applies irrespective of whether the claim or dispute involves warranties, torts, fraud, misrepresentation, product liability, negligence, violations of statutes, or any other legal theory. The arbitrator, not any federal, state, or local court, will possess exclusive authority to address any disputes concerning the interpretation, applicability, scope, fairness, arbitrability, enforceability, or formation of this arbitration provision. This includes any assertion that any part or the entirety of this arbitration provision is void or voidable.

Arbitration does not involve a judge or jury, and it is subject to distinct rules compared to those applied in a court setting. Court reviews of arbitration awards are substantially limited. An arbitrator has the authority to award, on an individual basis, the same remedies and relief as a court (including injunctive, declaratory relief, statutory damages), and must adhere to this Agreement, similar to a court.

- C. **Class Action Waiver.** All arbitrations conducted under the terms of this Agreement shall be carried out on an individual basis, excluding class-wide proceedings. The arbitrator holds no authority to certify or grant class-wide relief. The arbitrator is exclusively empowered to grant relief on behalf of the individual parties and solely to the extent of their individual claims.

You acknowledge and consent that unless there is a written agreement to the contrary between Delta9 and you, you shall not attempt to, and neither an arbitrator nor a court can, combine or consolidate your claims with similar claims from any other parties. You commit to not pursuing court or arbitration actions as a representative of others, including acting as a private attorney general. You also understand that you may not be included as a member of any class that may be certified by a court or arbitrator.

Your relinquishment of rights to initiate or participate in court proceedings and to act as a representative or member of a class applies explicitly, but is not limited to, claims filed under California's Unfair Competition Law, False Advertising Act, Consumer Legal Remedies Act, Ohio's Unfair and Deceptive Trade Practices Act, and any other state consumer protection laws.

- D. **Arbitration Procedures.** Prior to initiating any arbitration proceedings pursuant to this Agreement, one of the parties must first deliver a written notice of dispute (referred to as the "Notice") to the other party. Your Notice to Delta9 should be directed to Delta9 at the following address: [address]. Delta9, in turn, may send Notice to you using the contact information you have provided to Delta9 (in cases where you haven't provided such information to Delta9, Delta9 is not obligated to furnish any Notice to you). If a party's claim remains unresolved for a period of sixty (60) days after the delivery of the applicable Notice, either you or Delta9 may then commence arbitration proceedings in accordance with the terms of this Agreement.

The arbitration proceedings will be overseen by a single impartial arbitrator administered by JAMS (or its successor, JAMS). These proceedings will be conducted in accordance with the prevailing Streamlined Arbitration Rules and Procedures as outlined by JAMS, which can be found at [<https://www.jamsadr.com/rules-streamlined-arbitration/>]. If you are an individual, the arbitration will also be conducted in accordance with JAMS' Consumer Arbitration Minimum Standards (available at [<https://www.jamsadr.com/consumer-minimum-standards/>]) as applicable. Should any aspect of the JAMS Rules conflict with any provision of this Agreement, this Agreement shall take precedence.

Both you and Delta9 are expected to reach a mutual agreement on a neutral arbitrator. In the event that an arbitrator cannot be agreed upon within a period of ten (10) days, JAMS will designate the arbitrator. The location of the arbitration must generally be in Cleveland, OH, unless you are an individual, in which case the arbitration may occur in the county or parish of your primary residence, provided both parties concur. Additionally, you or Delta9 may opt for the arbitration to be conducted via telephone or other electronic methods (such as video conferencing), based on written submissions, or through in-person proceedings at another location agreed upon by both parties. The payment of all filing, administration, and arbitrator fees will be governed by the rules established by JAMS. **Arbitration Awards and Costs.** The arbitrator shall apply the governing law as provided in Section (f) (Choice of Law), except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall be empowered to award the prevailing party any remedy available at law or in equity that is not otherwise specifically precluded by this Agreement, including injunctive or declaratory relief, specific performance, and damages. The arbitrator's award will consist of a written statement stating the disposition of each Claim or dispute. The award also will provide a concise written statement of the essential findings and conclusions on which the award is based. Each party shall pay its own fees and costs of its own attorneys, experts, and witnesses incurred in connection with any arbitration or court proceeding between the parties, notwithstanding any provision awarding attorneys' fees to a prevailing party that may be a part of any statute under which You or Delta9 may bring a Claim or dispute. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction.

- E. **Jury Waiver.** If, for any reason, a claim is pursued in court rather than through arbitration, both parties explicitly and irreversibly relinquish any right to a trial by jury.
- F. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and applicable federal law, without regard to any conflict of laws principles. In the event that any claim or dispute is not subject to arbitration as outlined in Section 11, such dispute must be exclusively resolved through an action filed in the appropriate state or federal court situated in Cleveland, Ohio. Both parties hereby provide their irrevocable and unconditional consent to the jurisdiction and venue of such courts for the resolution of any claims that are not subject to arbitration, and they waive any objections to such courts on any grounds, including forum inconvenience.

The parties expressly waive their right to a trial by jury in connection with any such lawsuit and mutually agree that no such lawsuit can be initiated as a class action or any other representative action.

- G. **Contractual Limitations Period.** You are required to file a complaint with JAMS or an authorized court within one year from the date of the events or facts that give rise to a claim or dispute. Failure to do so will result in the waiver of your right to pursue any such claim or dispute arising from those events or facts.

H. **Equitable Relief.** Notwithstanding any other provision in this Section 11, the parties acknowledge and agree that a breach of this Agreement, including Sections 2. (Ownership), 3. (License Grant and Restrictions), and 4. (Additional Terms), may cause irreparable harm to the non-breaching party, for which an award of damages would not be adequate compensation. Accordingly, You and Delta9 agree that, in the event of any such breach or threatened breach, either party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to secure or post any bond or show any actual monetary damages. These remedies are not exclusive and are instead in addition to all other remedies available under this Agreement at law or in equity.

12. Privacy.

A. **Child Safety.** You must be at least eighteen (18) years or older to accept ownership of or otherwise use or interact with the NFT. Minors under eighteen (18) and at least thirteen (13) years of age are only permitted to accept ownership of or otherwise use or interact with the NFT through a crypto wallet or other authorized and legal method owned by a parent or legal guardian, with their appropriate permission and under their direct supervision. Children under thirteen (13) years of age are not permitted to accept ownership of or otherwise access or engage with the NFT. By accepting ownership of or otherwise using or interacting with the NFT, You represent and warrant that you are in compliance with this Section (a).

13. Miscellaneous.

- A. **Export Controls.** The NFT and any related or supporting software or systems, including any media servers, crypto wallets, smart contracts, blockchains, node communications, third-party marketplaces, or other distributed ledger technology, may be subject to U.S. export control Laws, including the Export Administration Regulations. You represent and warrant that: (a) you are not on the list of Specially Designated Nationals maintained by the U.S. Office of Foreign Assets Control or on any other U.S. government list of prohibited or restricted parties and are not owned or controlled by any person on such a list; and (b) you are not a resident of, or located in, any country or territory against which the U.S. maintains comprehensive sanctions (such as Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine). You shall not, and shall not permit others to, directly or indirectly, export, reexport, or release the NFT or any related or supporting software or systems in or to any person, country, or territory that is prohibited from receiving them under applicable Laws, including any country subject to comprehensive sanctions or any individual or entity included on any U.S. government list of prohibited or restricted parties.
- B. **Assignment.** This Agreement will be binding upon, and will inure to the benefit of, the parties and their permitted successors and assigns. You may transfer this Agreement or any rights or obligations under it only to a third-party transferee that accepts ownership of the NFT and all of the terms and conditions of this Agreement in accordance with Section (5d) (Effect of Transfer) above. Delta9 may transfer this Agreement without Your consent and after any such transfer, shall have no continuing obligation or liability to You.
- C. **Independent Contractors.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for nor bind the other party in any manner whatsoever.

- D. **Amendment; Waiver.** Delta9 may amend this Agreement at any time in its sole and absolute discretion; provided, that Delta9 shall provide reasonable notice to You of any material amendments to this Agreement through reasonable public means (i.e., public post on a social media network, through any websites associated with the NFT or Artwork that are owned or controlled by Delta9, on any third-party site that hosts the Artwork, or on any third-party marketplace through which the NFT is sold). Your continued exercise of any license rights or other rights granted under this Agreement, including Your access to or use of any Artwork or redemption of any WeedVerse® Experiences after notice of an amendment has been posted constitutes Your acceptance of the amendment. No waiver by either party of any of the provisions of this Agreement will be effective unless explicitly stated in writing and signed by the waiving party. Except as otherwise expressly stated in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver; nor will any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise, or the exercise of any other right, remedy, power, or privilege.
- E. **Integration.** This Agreement including the Exhibits, and any other schedules or addenda attached to it or referenced in it, including the CryptoWeed.Studio Privacy Policy, represents the entire agreement between the parties and supersedes any prior or contemporaneous communications between the parties, whether oral or written.
- F. **Severability.** Should any court of competent jurisdiction determine that any provision of this Agreement is illegal, unenforceable, or invalid, such illegality, unenforceability, or invalidity shall not affect any other provision and all remaining provisions shall continue in full force and effect.
- G. **Interpretation.** The headings used in this Agreement shall not affect the interpretation of this Agreement. Terms defined in the singular shall include the plural and vice versa; the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; the word "or" is not exclusive; and variants of the defined terms have the meanings the context requires.