

# Terms and Conditions

Last updated: May 31, 2022

Please read these Terms and Conditions (hereinafter, “Agreement”) carefully as they govern your use of the website located at <https://www.solbars.io/> including any other similar or connected website and/or marketplace and/or software (hereinafter, “Site”).

The Site may allow or connect users to mint and/or buy non-fungible tokens on distributed digital ledgers or blockchains (“NFTs”) that contain or correspond to digital artworks (“Artworks”) created by SOLBars, its affiliates, employees, officers, directors, agents, representatives, licensors (including Artists), suppliers and service providers.

When we say, “we,” “us” or “our,” we mean the creators of SOLBars and its affiliates and its and their employees, officers, directors, agents, representatives, licensors (including Artists), suppliers and service providers.

1. **Acceptance of Terms.** The creators of SOLBars make the Site available subject to this Agreement. We may update or make changes to this Agreement from time to time in its sole discretion, which changes it may provide to you by any reasonable means, including by posting the revised version of this Agreement on the Site. You can determine when this Agreement (and other terms and policies posted on the Site) was last revised by referring to the “Last Updated” legend at the top of this Agreement.
2. **Site Changes.** We may, at any time and from time to time, temporarily or permanently, in whole or in part: modify or discontinue the Site, with or without notice; charge fees in connection with the use of the Site; modify or waive any fees charged in connection with the Site; or offer opportunities to some or all users of the Site. You agree that the creators of SOLBars will not be responsible or liable to you or any third party for any modification, suspension or discontinuance of the Site or any content, feature or product offered through the Site, in each case in whole or in part. Your continued use of the Site after such changes will indicate your acceptance of such changes.
3. **Buying NFTs.**
  - a. Connecting Your Wallet. Before you can mint or buy any NFT, you may have to connect to a third-party site using your Wallet. Wallets such as Phantom are provided by unaffiliated third parties, and your use of such Wallets are governed by the terms provided by the applicable third party. Please take the utmost care to protect and preserve your wallet’s credentials—we cannot recover NFTs if you lose access to your wallet. All sales are final, and your payments are binding as soon as you authorize any purchase with your Wallet. Except as required by law, we do not and will not provide refunds.
  - b. Not an Investment in a Business. You represent, warrant and covenant to us that your purchase of any and all NFTs is and will remain solely for your personal use and enjoyment. You understand that buying a NFT is akin to buying a physical artwork, and is not an investment in us or any other business, and you represent, warrant and covenant to us that you have no expectation of profit based on any of

our activities or those of any other business. You shall not promote or market any NFT as an investment in us or any other business, or otherwise state or suggest that potential buyers of NFTs may expect to profit from their purchase or sale of NFTs.

- c. NFTs Acquired from Others. With respect to any NFTs you may acquire from third parties you agree to be bound by said third parties terms. You also agree that, if the third party from whom you purchased the NFT fails to pay any amounts due to us in connection with the transfer to you, we may refuse to provide you with access to the Site until all such amounts have been paid.
  - d. Terms of Purchase. You acknowledge and agree that:
    - i. you are purchasing the SOLBars NFTs for their inherent value as a digital image/art, and for the ability of owners of SOLBars NFTs to participate in the private discord community, and the option to stake the SOLBars NFTs; and
    - ii. you are not purchasing the SOLBars NFTs for the purpose of participating in any lottery or sweepstakes.
    - iii. Once you have purchased the SOLBars NFTs, you are welcome to enter our sweepstakes contest(s) at no cost at all, simply by staking your SOLBars NFTs with the SOLBars staking platform (please see the contest rules below).
  - e. Terms of Staking. By choosing to stake your SOLBars NFTs, you acknowledge and agree that:
    - i. participation in our sweepstakes contest(s) is entirely optional and is your choice;
    - ii. simply purchasing the SOLBars NFTs does not automatically enter you into our sweepstakes contest(s);
    - iii. you can participate in our sweepstakes contest(s) for free simply by staking your SOLBars NFTs with the SOLBars staking platform;
    - iv. by staking your SOLBars NFTs with the SOLBars staking platform you are confirming that you wish to participate in our sweepstakes contest(s);
    - v. staking the SOLBars NFTs with the SOLBars staking platform does not constitute any kind of consideration on your part to participate in our sweepstakes contest(s) and you have not given up anything of value by staking your SOLBars NFTs with the SOLBars staking platform;
    - vi. you have the option to unstake your SOLBars NFTs at any time should you choose to do so; and
    - vii. you have reviewed and understand the contest rules for our sweepstakes contest(s), which contest rules will be made available when staking is live.
4. **User Ownership**. Upon you assuming Ownership of a Licensed NFT and accepting the Terms and Conditions of this Agreement, we shall grant you a non-exclusive, limited, worldwide, royalty-free license to 1) use, display, or otherwise enjoy the Art of your Licensed NFT for your own personal use; 2) commercialize your Licensed NFT by producing and selling physical merchandise that portrays the Licensed NFT's underlying Art in its entirety; 3) sell or transfer your Licensed NFTs to another pursuant to the other sections in this Agreement; and 4) use your limited Licensed NFT as part of a third-party

website or application which permits the inclusion, involvement, and/or participation for your Licensed NFTs, provided that the website or application cryptographically permits and verifies each NFT owner's rights and ownership to display the Art and the website or application ensures only the actual owner can display the Art. You understand and agree that these rights are licensed solely to the rightful and legal Owner of the Licensed NFT. Your licensed rights to the Licensed NFT will terminate upon the rightful and legal sale or transfer of your Licensed NFT in accordance with Sections of this Agreement and the new Owner, upon their acceptance of the Terms and Conditions of this Agreement, shall receive these licensed rights.

5. **Communications.** We may communicate and transact with you electronically. SOLBars may provide you with notices by posting them to the Site, by email, or by postal mail. We may also provide notices of changes to this Agreement or other matters by displaying such notices on the Site or by providing links to such notices on the Site.
6. **Local Laws.** While we have designed the Site so that it may be used from virtually anywhere you can access the Internet, we cannot guarantee that the Site is appropriate for use everywhere. It is your (and not our) obligation to ensure that your use of the Site complies with applicable local laws.
7. **Termination.** We may, in our sole discretion at any time, for any reason or no reason, and without notice or liability, immediately terminate your access to all or any part of the Platform and any NFTs. Termination may include, but not be limited to (a) removal of your access to, or listing of NFTs on, the Platform, (b) the deletion of all account information related to the NFTs from the Platform, and (c) barring any further use of or access to the Platform by you.
8. **Disclaimer; Risks.** You acknowledge that NFTs carry risks among others. We expressly disclaim any responsibility for the risks associated with using Internet-based digital assets such as NFTs and cryptocurrency. You acknowledge and agree that:
  - a. have received sufficient information to make an informed decision to buy the NFT
  - b. have carefully considered the code of the NFTs' smart contract and understand and accept its functions and risks; and
  - c. assume all risks associated with NFTs and other cryptographic tokens, including risks of (i) losing access to the token as a result of losing seed phrases, usernames, passwords, private keys or other account credentials, problems with digital wallets, or custodial or purchaser error, (ii) hacking and security weaknesses, including phishing, brute-force, birthday, denial-of-service and other attacks, (iii) unexpected surges in activity or other operational or technical difficulties, and (iv) legal or regulatory action, taxation, personal information disclosure, and other foreseeable and unforeseeable risks.
9. **Limitation of Liability.** EXCEPT AS REQUIRED BY NONWAIVABLE PROVISIONS OF APPLICABLE LAW OR AGREED TO IN WRITING, ISSUER (OR ANY LICENSOR) SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL,

PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PLATFORM OR ANY NFTS OR ELEMENTS THEREOF (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES), EVEN IF YOU OR OTHER PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.