



TERMS OF USE

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1. Introduction

Thanks for visiting our webpage and welcome to Pixel Vault, owned and operated by Pixel Vault, Inc. (“Pixel Vault,” “we,” “us”, or “our”). These Terms of Use (“Terms”) govern your access to and use of <https://pixelvault.com>, <https://metaherouniverse.com>, <https://punkscomic.com>, <https://wolf.game> and <https://enterthevault.app> (the “Sites”) and any software, tools, features, or functionalities provided on or in connection with our services, which shall include, but not be limited to, minting, buying, claiming or otherwise taking possession of certain Digital Assets, staking of Digital Assets, use of Digital Assets within Pixel Vault video games (“Game Play”, use of Digital Assets for participation in Pixel Vault (“Game Entry”) video games/sweepstakes/contests or other services as may be offered by Pixel Vault from time to time (the “Services”).

“Digital Assets” in these Terms mean a non-fungible token(s) (i.e. NFT) conforming to the ERC-721 or ERC-1155 standard, token(s) conforming to the ERC-20 standard, or similar digital item conforming to new generally accepted standards implemented on a blockchain (i.e., the Ethereum blockchain, Arbitrum blockchain, Blast blockchain), which use smart contracts to link to or otherwise be associated with certain content or data.

For purposes of these Terms, “user”, “you”, and “your” means you as the accessor of the Sites and/or user of the Service. If you access the Sites or use the Service on behalf of a company or other entity then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity’s behalf.

NOTICE ON PROHIBITED USE – RESTRICTED PERSONS: THE SERVICES ARE NOT OFFERED TO AND MAY NOT BE USED BY PERSONS OR ENTITIES WHO RESIDE IN, ARE CITIZENS OF, ARE LOCATED IN, ARE INCORPORATED IN, OR HAVE A REGISTERED OFFICE IN ANY RESTRICTED TERRITORY, AS DEFINED BELOW (EACH SUCH PERSON OR ENTITY FROM A RESTRICTED TERRITORY, A “RESTRICTED PERSON”). WE DO NOT MAKE EXCEPTIONS. THEREFORE, IF YOU ARE A RESTRICTED PERSON, DO NOT ATTEMPT TO USE THE SERVICES. USE OF A VIRTUAL PRIVATE NETWORK (“VPN”) OR ANY OTHER SIMILAR MEANS INTENDED TO CIRCUMVENT THE RESTRICTIONS SET FORTH HEREIN IS PROHIBITED.

WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND PIXEL VAULT THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 15 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 15 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 14 (GOVERNING LAW AND VENUE) WILL APPLY INSTEAD.

BY ACCESSING THE SITES OR USING OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS THE SITES OR USE THE SERVICE.

2. Our Services

a. General. The Services include an online platform through which users can view, offer to purchase and purchase Digital Assets that can be used and deployed in one or more games made available through the Services. Users of the Services may be able to mint certain Digital Assets, including NFTs, on the Blockchains. In order to access certain Services, including to purchase any Digital Assets, a user must connect a compatible digital wallet to the Services.

b. Minting Digital Assets. The Services may allow you to create, mint, transfer or otherwise receive Digital Assets. You agree and acknowledge that each Digital Asset is subject to additional terms and conditions, including licenses or payment rights that are embedded within or otherwise included with any such Digital Asset, which you will be deemed to accept upon your receipt of a Digital Asset.

c. Transacting in Digital Assets. All transactions regarding Digital Assets are managed and confirmed on the Blockchain. You understand that your Blockchain public address may be made publicly visible whenever you engage in a transaction. Pixel Vault is not and shall not be a party to any transaction or dispute between any initial minter of a Digital Asset (other than any Digital Asset that we mint) and any subsequent owner of such Digital Asset (unless we are the owner of such Digital Asset), whether arising from any rights granted in that Digital Asset or otherwise, unless otherwise set forth in connection with such Digital Asset. Pixel Vault does not buy or take custody or possession of any Digital Assets, nor does it act as an agent or custodian for any user of the Services. If you elect to buy any Digital Asset, any transactions that you engage in will be conducted solely through the blockchain network governing the Digital Asset. You will be required to make or receive payments exclusively through the digital wallet that you have connected to the Services. We will have no insight into or control over these payments, nor do we have the ability to reverse any payments or transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Services.

d. Game Rules. You may be able to use the Services to take certain actions in connection with one or more Digital Assets that results in a swap, trade, or other exchange of that Digital Asset for a modified, new, or otherwise different Digital Asset. Pixel Vault may in its sole discretion adjust or deprecate Digital Assets at any time as it relates to balancing game design. A Digital Asset that you receive in connection with or as a result of a Game Entry on any Pixel Vault video game may have different traits than the Digital Asset(s) that you possessed prior to or during Game Entry such as traits that represent different elements of rarity or "value" status. Pixel Vault does not represent that any Digital Asset that you receive from a Game Entry will have similar or equivalent attributes or value to the Digital Asset that you originally used in such Game Entry. Pixel Vault shall have no liability to you in connection with (i) any Digital Asset that you use in a Game Entry, or (ii) any Digital Asset that you receive in connection with a Game Entry. In some instances, a Game Entry may result in a Digital Asset being sent to a null address, erased, or otherwise rendered unusable ("Burned"), in each case in accordance with the then-current functionality of the Services and any in-game supplemental terms. Any action that results in such Digital Asset being irrevocably modified or Burned is permanent and irreversible. You acknowledge and agree that Pixel Vault shall not be liable to you in connection with any Digital Asset that is irrevocably modified and/or Burned as a result of or in connection with your use of the Services.

3. Accessing Our Services

a. Eligibility. We require all users to be at least 18 years old. If you are at least 13 years old but under 18 years old, you may only use Pixel Vault through a parent or guardian's Account and with their approval and oversight. That account holder is responsible for your actions using the Account. It is prohibited to use our Service if you are under 13 years old.

b. Compliance. The Services are only available to users in certain jurisdictions who can use the Services as permitted by applicable law. You represent and warrant that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo; and (b) you are not listed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws. In order to protect the integrity of the Services, we reserve the right, at any time, in our sole discretion, to block access to the Services from certain IP addresses and unique device identifiers. For purposes of these Terms "Restricted Territory" means Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine or any other country to which the United States embargoes goods or imposes similar sanctions.

c. Digital Wallet. Your wallet, whether or not custodial, desktop, mobile, or “hot” or “cold” (i.e., Metamask, Ledger, Fortmatic, etc.) will serve as an account when using our Services. Your blockchain address functions as your identity on Pixel Vault. Your account on the service (“Account”) will be associated with your blockchain address.

Your Account on Pixel Vault will be associated with your linked blockchain address. By using your wallet in connection with the Service, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Wallets are not operated by, maintained by, or affiliated with Pixel Vault, and Pixel Vault does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. Pixel Vault accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Service will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet, and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Service or your Account by emailing info@pixelvault.com with “Reporting Security Issue” in the email subject line.

Pixel Vault may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, or to investigate a potential violation of these Terms. In such cases, Pixel Vault, in its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by Pixel Vault. If you do not provide complete and accurate information in response to such a request, Pixel Vault may refuse to restore your access to the Service.

4. Intellectual Property Ownership

a. Pixel Vault IP. The Service, including its “look and feel” (e.g., text, graphics, images, logos, page headers, button icons, and scripts), proprietary content, information and other materials, and all content and other materials contained therein, including, without limitation, the Pixel Vault logo and all designs, text, graphics, pictures, data, software, sound files, other files, and the selection and arrangement thereof are the proprietary property of Pixel Vault or our affiliates, licensors, or users, as applicable, and you agree not to take any action(s) inconsistent with such ownership interests. We and our affiliates, licensors, and users, as applicable, reserve all rights in connection with the Service and its content, including, without limitation, the exclusive right to create derivative works.

Pixel Vault's name, logo, trademarks, and any Pixel Vault product or service names, designs, logos, and slogans are the intellectual property of Pixel Vault or our affiliates or licensors and may not be copied, imitated or used, in whole or in part, without our prior written permission in each instance. You may not use any metatags or other "hidden text" utilizing "Pixel Vault" or any other name, trademark or product or service name of Pixel Vault or our affiliates or licensors without our prior written permission. In addition, the "look and feel" of the Service constitutes the service mark, trademark or trade dress of Pixel Vault and may not be copied, imitated or used, in whole or in part, without our prior written permission.

b. Feedback. We welcome feedback, comments, and suggestions for improvements to the Service ("Feedback"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title, or interest in the Service or in any such Feedback. You agree that Pixel Vault may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Pixel Vault any and all right, title, and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

5. Fees and Payment

a. Fees. You agree to pay any applicable fees in connection with transactions on the Services. All pricing and payment terms for Digital Assets are as indicated at point of sale or otherwise on the Services, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase. Whether a particular cryptocurrency is accepted as a payment method by Pixel Vault is subject to change at any time in Pixel Vault's sole discretion.

When you purchase a Digital Asset, you agree that you have read, understand, and agree to be bound by any terms and conditions applicable to the sale of that Digital Asset, including any fees from secondary sales (regardless of whether such fees are enforced or supported by the platform, blockchain or marketplace that facilitates a secondary sale). You further agree that you will bind any subsequent purchaser of the Digital Asset to such terms and conditions.

Payment processing and related services (e.g., digital wallet management, card acceptance, merchant settlement) for the Services will be performed by Pixel Vault's third-party dApp providers, such as Metamask. Your use of the Services and the payment processing and related services provided by a dApp Provider is

subject to your agreement(s) with such dApp Provider for such Services and payment processing and related services, as may be modified by the dApp Provider from time to time (collectively, "dApp Provider Agreement"). As a condition of using the dApp Provider's payment processing and related services, you must provide accurate and complete information, and you authorize us to share this information with the dApp Provider and to charge your payment method for all amounts that may become due under this Agreement. Your use of the dApp Provider's payment processing and related services is conditioned upon your compliance with the dApp Provider Agreement, and if the dApp Provider Agreement is terminated by the dApp Provider, you may not be able to use the Services, or you may have your use of the Services suspended or terminated. We may change or add other payment processing services at any time upon notice to you, which may be subject to additional terms or conditions. We will have no control over the dApp Provider's payment processing and related services and cannot reverse or refund any transactions.

b. Gas Fees. Each Blockchain may require the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on such Blockchain, such Gas Fee to be based on the structure and composition of such Blockchain. This means that you may need to pay a Gas Fee for each transaction that occurs via the Services. Gas Fees may vary based on market conditions on the applicable Blockchain, and Pixel Vault shall have no liability to you in connection with the same. Pixel Vault endeavors to limit Gas Fees to end users.

c. Taxes. You are solely responsible for all costs incurred by you in using the Services, and for determining, collecting, reporting, and paying all applicable Taxes that you may be required by law to collect and remit to any governmental or regulatory agencies. As used herein, "Taxes" means the taxes, duties, levies, tariffs, and other charges imposed by any federal, state, multinational or local governmental or regulatory authority. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law. If Pixel Vault determines it has a legal obligation to collect any Sales Tax (including, without limitation, any taxes that may become payable as the result of your purchase or sale of any of your Digital Assets) from you in connection with these Terms, Pixel Vault shall collect such Sales Tax at point of sale.

6. General Prohibitions

You agree that you will not violate any law, contract, intellectual property or other third-party right, and that you are solely responsible for your conduct and content, while accessing or using the Service. You also agree that you will not:

- a. Access the Service from a different blockchain address if we've blocked any of your other blockchain addresses from accessing the Service, unless you have our written permission first;
- b. Use the Service in any manner that could damage, disable, overburden, or impair the functioning of the Service in any manner;
- c. Access, tamper with, or use non-public areas of the Site, the Service, Pixel Vault's computer systems, or the technical delivery mechanics of Pixel Vault's providers;
- d. Bypass or ignore instructions that control access to the Service, including attempting to circumvent any rate limiting systems by using multiple API keys, directing traffic through multiple IP addresses, or otherwise obfuscating the source of traffic you send to Pixel Vault;
- e. Use any data mining, robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data, or otherwise interfere with or modify the rendering of Service pages or functionality;
- f. Disguise or interfere in any way with the IP address of the computer you are using to access or use the Services, or that otherwise prevents us from correctly identifying the IP address and geographic location of the computer you are using to access the Services;
- g. Reverse engineer, duplicate, decompile, disassemble, or decode any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- h. Use the Service for money laundering, terrorist financing, or other illicit finance;
- i. Use the Service from a country sanctioned by the government of the United States or to facilitate transactions involving individuals sanctioned by the government of the United States or located in sanctioned countries;
- j. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service;
- k. Violate any applicable law or regulation; or
- l. Encourage or enable any other individual to do any of the foregoing.

Pixel Vault is not obligated to monitor access to or use of the Site, the

Services or to review or edit any content set forth therein. However, Pixel Vault has the right to do so for the purpose of operating the Sites and the Services and to ensure compliance with these Terms and to comply with applicable laws or regulation or other legal requirements. We reserve the right to remove or disable access to any user, at any time, and without prior notice, including, but not limited to, if we consider such user to be in violation of these Terms in our sole discretion. We may also consult with law enforcement authorities to prosecute users who violate the law.

7. Indemnification

By agreeing to these Terms and accessing the Service, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless Pixel Vault, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the "Pixel Vault Parties"), from and against all actual or alleged claims, disputes, demands, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your access to or use of the Service (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, and (e) your negligence or willful misconduct. You agree to promptly notify Pixel Vault of any Claims and cooperate with the Pixel Vault Parties in defending such Claims. You further agree that the Pixel Vault Parties shall have control of the defense or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND PIXEL VAULT.

8. Disclaimers

THE SITES, SERVICES AND ANY CONTENT CONTAINED THEREIN ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PIXEL VAULT (AND ITS LICENSORS) MAKE NO WARRANTY THAT THE SERVICES (INCLUDING ANY MATERIAL, INFORMATION OR CONTENT THEREIN): (I) WILL MEET YOUR REQUIREMENTS; (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; (III) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL OR SAFE. PIXEL VAULT DISCLAIMS ALL OTHER WARRANTIES OR

CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, ANY MATERIAL, INFORMATION OR CONTENT CONTAINED THEREIN.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY, OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

PIXEL VAULT WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, DIGITAL WALLETS, OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO SERVICES; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. PIXEL VAULT DOES NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

9. Assumption of Risk. You accept, acknowledge and assume the following risks:

a. The prices and liquidity of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs made available through the Services, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of NFTs will not lose money.

b. You are solely responsible for determining what, if any, Taxes and Gas Fees apply to your transactions through the Services. Neither Pixel Vault nor any Pixel Vault affiliates are responsible for determining the Taxes that apply to such transactions.

c. Our Services do not store, send, or receive digital assets. Any transfer of

digital assets occurs within the supporting blockchain and not on the Services. Transactions in digital assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in digital assets shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction.

d. There are risks associated with using Internet based digital assets, including but not limited to, the risk of hardware, software, and Internet connection and service issues, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital wallet. Pixel Vault will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when effecting transactions involving supported digital assets, however caused, including Gas Fees paid or payable in connection therewith.

e. By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or experience other abnormal behavior. Pixel Vault is not responsible for any issues with the blockchains, including forks, technical node issues, or any other issues that may result in fund losses. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL PIXEL VAULT OR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR THE SERVICE, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT FORESEEABLE AND PIXEL VAULT OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PIXEL VAULT PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OR INABILITY TO USE THE SERVICES, CONTENT, NFTS, OR ANY PIXEL VAULT PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RECEIVED BY PIXEL VAULT FOR ITS SERVICE DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PIXEL VAULT AND YOU.

11. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use, and share personal data about you. By submitting personal data through our Service, you agree to the terms of our Privacy Policy and you expressly consent to the collection, use, and disclosure of your personal data in accordance with the Privacy Policy.

12. Modifications to the Terms of Use

Pixel Vault reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Service.

13. Links to Third Party Websites or Resources

The Services may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products, or services on or available from those resources or links displayed on such websites. You acknowledge that you have sole responsibility for, and assume all risk arising from, your use of any third-party resources.

14. Governing Law and Venue

These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware (without regard to conflict of law rules or principles of the State of Delaware, or any other jurisdiction that would cause the application of the laws of any

other jurisdiction). Except as otherwise expressly set forth in Section 15 (Dispute Resolution), the exclusive jurisdiction for all Disputes (as defined below) that you and Pixel Vault are not required to arbitrate will be the state and federal courts located in the State of Delaware. You and Pixel Vault each waive any objection to jurisdiction and venue in such courts.

15. Dispute Resolution; Arbitration

a. Informal Dispute Resolution. You and Pixel Vault both agree to engage in good-faith efforts to resolve any dispute, claim or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Services (collectively, "Disputes") informally prior to either party initiating an arbitration. Accordingly, neither you nor Pixel Vault may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver written notices via hand or first-class mail to us at Pixel Vault, Attn: Legal Department, 130 Corridor Ave. #715, Ponte Vedra Beach, FL 32004, with a copy to info@pixelvault.com. Both parties agree to meet and confer personally, by telephone, or by videoconference (hereinafter "Conference") to discuss the dispute and attempt in good faith to reach a mutually beneficial outcome that avoids the expenses of arbitration or, where applicable, litigation. If you are represented by counsel, your counsel may participate in the Conference as well, but you agree to fully participate in the Conference. Likewise, if Pixel Vault is represented by counsel, its counsel may participate in the Conference as well, but Pixel Vault agrees to have a company representative fully participate in the Conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process and Conference required by this paragraph. Notwithstanding the foregoing, we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights at any time.

b. Mandatory Arbitration of Disputes. If resolution cannot be reached during the Conference, we each agree that Dispute will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and we are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

c. Exceptions. As limited exceptions to Section 15(b) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

d. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. AAA provides a form Demand for Arbitration at <https://www.adr.org>. Any arbitration hearings will take place in the county (or parish) where you live, with provision to be made for remote appearances to the maximum extent permitted by the AAA Rules, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

e. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

f. Injunctive and Declaratory Relief. Except as provided in Section 15(c) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

g. Class Action Waiver. YOU AND PIXEL VAULT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if a Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

h. Severability. With the exception of any of the provisions in Section 15(g) (the “Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

16. Accessibility

We strive to make the content on this website usable by all visitors, including those with disabilities. If you are having difficulty using this website, with or without assistive technology, please contact us at info@pixelvault.com and include "Accessibility" in the subject line. To enable us to respond in a manner most helpful to you, please indicate the nature of your difficulty using the website, the specific web address (URL link) at issue, and your full contact information, including email address and phone number. Thank you for helping us make your online experience more enjoyable.

17. General Terms

a. These Terms constitute the entire and exclusive understanding and agreement between Pixel Vault and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Pixel Vault and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Pixel Vault's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null and void in its entirety. Pixel Vault may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

b. If you breach any of the provisions of these Terms, all licenses granted by Pixel Vault will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or restrict your ability to access or use the Sites or Service (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

c. You agree that a breach of these Terms will cause irreparable injury to Pixel Vault for which monetary damages would not be an adequate remedy and Pixel Vault shall be entitled to equitable relief in addition to any remedies they may have hereunder or at law without a bond, other security, or proof of damages.

d. Pixel Vault's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Pixel Vault. Except as expressly set forth in these

Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

e. Any notices or other communications provided by Pixel Vault under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

f. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

g. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Pixel Vault or you. Termination will not limit any of Pixel Vault's other rights or remedies at law or in equity.

18. Contact

If you have any questions about these Terms, the Sites or the Service, please contact Pixel Vault at info@pixelvault.com.