

# TERMS & CONDITIONS

SHIBU Society is a collection of digital artworks (NFTs) running on the Ethereum blockchain. This website is only an interface allowing participants to exchange digital collectibles. Users are entirely responsible for the safety and management of their own private Ethereum wallets and validating all transactions and contracts generated by this website before approval. Furthermore, as the SHIBU Society smart contract runs on the Ethereum blockchain, there is no ability to undo, reverse, or restore any transactions. This website and its connected services are provided “as is” and “as available” without warranty of any kind. By using this website you are accepting sole responsibility for any and all transactions involving SHIBU Society’s digital collectibles.

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## 1. OWNERSHIP

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- a) You Own the NFT: Each SHIBU is an NFT on the Ethereum Blockchain. When you purchase an NFT, you own the underlying SHIBU, the Art, completely. Ownership of the NFT is mediated entirely by the Smart Contract and the Ethereum Blockchain: at no point may we seize, freeze, or otherwise modify the ownership of any SHIBU.
- b) Personal Use: Subject to your continued compliance with these Terms, Online Creative & Consultancy (OCC) grants you a worldwide, royalty-free license to use, copy, and display the purchased Art, along with any extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your SHIBU / NFT, provided that the marketplace cryptographically verifies each SHIBU owner’s rights to display the Art for their SHIBU to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your SHIBU, provided that the website/application cryptographically verifies each SHIBU owner’s rights to display the Art

for their SHIBU to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the SHIBU leaves the website/application.

- c) Commercial Use: Subject to your continued compliance with these Terms, Online Creative & Consultancy (OCC) grants you an unlimited, worldwide license to use, copy, and display the purchased Art for the purpose of creating derivative works based upon the Art (“Commercial Use”). Examples of such Commercial Use would e.g. be the use of the Art to produce and sell merchandise products (T-Shirts etc.) displaying copies of the Art. For the sake of clarity, nothing in this Section will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of SHIBU’s generally, provided that the marketplace cryptographically verifies each SHIBU owner’s rights to display the Art for their SHIBU to ensure that only the actual owner can display the Art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of SHIBU’s generally, provided that the third party website or application cryptographically verifies each Bored Ape owner’s rights to display the Art for their SHIBU to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased SHIBU leaves the website/application; or (iii) earning revenue from any of the foregoing.
- d) SHIBU IP: Other than the rights to the ART, nothing herein gives you any rights to any other trademarks or other intellectual property right belonging to Online Creative & Consultancy (OCC) including, without limitation, to SHIBU Society, SHIBU and the associated logos. All of these rights are expressly reserved in the name of Online Creative & Consultancy (OCC)

## 2. Fees and Payment

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- a) If you decide to purchase a SHIBU through the Site, any financial transactions that you engage in will be conducted solely through the Ethereum network. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any

transactions. 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 or any other transactions that you conduct via the Ethereum network.

- b) Ethereum requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each transaction.
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### 3. Your Obligations

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You are solely responsible for your own conduct while accessing or using the Site, and for any consequences thereof. You agree to use the Site only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person; (iv) upload, post, transmit or otherwise make available through the Site any content that infringes the intellectual property or proprietary rights of any party or otherwise violates the legal rights of others; (v) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vi) interfere with other users' use of the Site; (vii) use the Site for any unauthorized commercial purpose; (viii) modify, adapt, translate, or reverse engineer any portion of the Site; (ix) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or any part of it; (x) use any technology to collect information about the Site's for any unauthorized purpose; (xi) access or use the Site for the purpose of creating a product or service that is competitive with any of our products or services. If you engage in any of the activities prohibited by this Section, we may, at our sole and absolute discretion, without notice to you, and without limiting

any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account.

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## 4. Disclaimers

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A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK, AND THAT THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (III) THE SITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

- B. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFULL MISCONDUCT.
- C. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK NOR DO WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES REGARDING ANY SMART CONTRACT

## 5.Risk Assumption

You accept and acknowledge each of the following:

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- A. To the extent that you sell your SHIBU NFT, please be aware that the prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs and impact the price of your SHIBU both positively and negatively. Given the volatility, NFTs such as SHIBU should not be considered an investment. You assume all risks in that connection.
- B. Ownership of a SHIBU confers ownership of digital artwork only. Accordingly, no information on this Site (or any other documents mentioned therein) is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this Site qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. Due to the artistic nature of the project, SHIBU Society has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of the SHIBU and the associated art is in compliance with laws and regulations in your jurisdiction.
- C. You assume all risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software

- introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.
- D. NFTs, crypto currencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value for your SHIBU. You understand and accept all risk in that regard.
  - E. You assume all responsibility for any adverse effects of disruptions or other issues impacting Ethereum or the Ethereum platform
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## 6. Limitation of Liability

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- A. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$500.
- C. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SITE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN

RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE SITE TO YOU WITHOUT THESE LIMITATIONS.

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## 7.Children

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Our Site is not intended for children. You must be at least 18 years old to access this Site or purchase a SHIBU. If you are under 18 years old you are not permitted to use this Site for any reason. By accessing the Site, you represent and warrant that you are at least 18 years of age.

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## 8. Indemnification

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You agree to hold harmless and indemnify SHIBU Society and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Site, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Site.

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## 9.Changes to the Terms and Conditions

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We may make changes to the Terms at our discretion. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not access or use the Site.

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## 10. Dispute Resolution; Arbitration

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All disputes arising out of or in connection with these Terms, including without limitation your access or use of the Site, or to any products sold or distributed through the Site, will be referred to and finally resolved by arbitration under the rules of the American Arbitration Association. The case will be adjudicated by a single arbitrator and will be administered by the American Arbitration Association in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings. The place of arbitration will be New York, New York. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, we may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction.

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE SITE OR ANY PRODUCTS SOLD OR DISTRIBUTED THROUGH THE SITE, OR THE SMART CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

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