

Coresky Terms of Service

Last Updated: February 14, 2023

1. Introduction

These Terms of Use are entered into by you and Coresky ("Coresky", "Company", "we", "us" or "we" or "us"). The following terms and conditions, and any documents they expressly incorporate by reference, govern your access to and use of Coresky.

These Terms of Use set forth your rights and responsibilities when using Coresky to buy, sell, create, post or display irreplaceable tokens, so please read them carefully. Coresky is a management platform that facilitates transactions between buyers and sellers, but is not a party to any agreement between buyers and sellers for any user. By clicking "I accept", you accept and agree to be bound by and comply with these Terms of Use and all references contained in these Terms of Use. If you do not agree to these Terms of Use, you may not access or use the Site or the Services.

Please note that this Agreement contains an arbitration clause and a class action waiver. By agreeing to these Terms of Use, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have a judge or jury decide the dispute, and you waive any right to participate in a class action, whether a class action, class arbitration, or representative proceeding.

Coresky reserves the right to change or modify these Terms at any time 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 giving notice through the Service or by updating the "last updated" date at the beginning of these Terms. By continuing to access or use the Service, you acknowledge your acceptance of the revised Terms and all terms incorporated by reference therein, effective as of the date these Terms are updated. We encourage you to review the Terms of Use from time to time to ensure that you are aware of the terms and conditions that apply when accessing or using the Site.

2. Your Coresky account

You need to create an account with Coresky in order to use the service. When you create an account, we will ask you to provide some personal information. We may, at our sole discretion, ask you to provide additional information and/or documentation. If you do not provide complete and accurate information and/or

documentation in response to such requests, we may refuse to provide the Services to you.

You accept and acknowledge that:

You understand and agree that only you may access your Coresky account. You agree that you will not sell, rent, lease or grant access to your Coresky account to anyone without our prior written permission.

You understand and agree that you are solely responsible for maintaining the security of your account and controlling any username, password or any other code you use to access the Services. Unauthorized access to your account by third parties may result in the loss or theft of funds held in your account and any associated accounts (including your associated bank accounts and credit cards). You understand and agree that you will not hold us responsible for managing and maintaining the security of your account. You further understand and agree that we are not responsible for (and you will not hold us responsible for) any unauthorized access to or use of your account. You are responsible for monitoring your account. If you become aware of any unauthorized or suspicious activity in your account, please notify us immediately and provide us with all relevant details.

By purchasing or selling NFT on Coresky, you agree to pay all applicable fees and authorize Coresky to automatically deduct the fees directly from your payment. You will always be provided with a fee breakdown prior to your purchase or sale.

You are solely responsible for determining what taxes, if any, apply to your transaction. Coresky is not responsible for determining the taxes that apply to your NFT.

There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including, but not limited to, the risk of purchasing counterfeit items, mislabeled items, items susceptible to metadata corruption, items with bugs in the smart contract, and items that may not be transferable. You represent and warrant that you have done sufficient research before making any decision to sell, acquire, transfer or otherwise interact with any NFT or account/collection.

You agree and understand that we will communicate with you by electronic means. To ensure that you receive all communications from us, you agree to keep your email address and phone number current and to notify us of any changes. You agree that any notices, agreements, disclosures or other communications sent to your email address will be considered valid.

3. License to access and use our services and content

A limited, non-exclusive, non-transferable, non-assignable and personal license is hereby granted to you to access and use the Services provided, provided that such license is subject to your compliance with these Terms. If any software, content, or other material is controlled by, or licensed to us for distribution or use as part of your use of the Services, we hereby grant you a non-commercial, personal, non-assignable, same manufacturer, and non-exclusive right and license to access and display such software, content, and material provided to you in connection with the Services (and the right to download a copy of the Application to your applicable device or devices), in each case for the sole purpose of enabling you to use the Services as permitted by these Terms, provided that your license in any Content linked to or associated with any NFT is solely as set forth by the applicable seller or creator of such NFT.

4. Third party content and services

Coresky can help you explore NFT created by third parties and interact with different blockchains. CORESKY makes no representations or warranties about third-party content visible through our Services, including any content related to NFT displayed on the Services, and it is your responsibility to verify the legitimacy, authenticity, and legality of NFT you purchase from third-party sellers. We also cannot guarantee that any NFT visible on CORESKY will always remain visible and/or available for purchase, sale or transfer.

The Service may also contain links or functionality to access or use third party websites ("Third Party Sites") and applications ("Third Party Applications") or otherwise display, include or make available content, data, information, services, NFT from third parties ("Third Party Applications"). applications or materials from third parties ("Third Party Materials"). When you click on a link, or access and use a Third Party Website or Third Party Application, you are subject to the terms and conditions (including the Privacy Policy) of the other website or destination, even though we may not warn you that you have left our Services. Such third party websites, third party applications and third party materials are not under the control of Coresky and may be "open" applications with no recourse. Coresky provides links to these Third Party Sites and Third Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant or make any representations about the Third Party Sites or Third Party Applications, or their products or services or related Third Party Materials. Your use of all links in the Third Party Sites, Third Party Applications and Third Party Materials is at your own risk.

5. Communication preferences

By creating an account, you consent to receive electronic communications (e.g., via email, push notifications, text messages, or other types of messages). These communications may include notifications about your account (e.g., transaction information) and are part of your relationship with us. We may also send you promotional information via email that we think will be of interest to you. You understand that you are not required to give this consent as a condition of using the Service and that you may opt out of these communications (with the possible exception of important service announcements and administrative information) through the Service or through your mobile device's operating system by following the unsubscribe instructions provided.

You agree that we may send you promotional information via email, including but not limited to newsletters, special offers, surveys, and other news and information that we think will be of interest to you.

You agree that we may send you email or SMS communications related to purchases or sales on Coresky and other communications related to your interactions with the Site, including, but not limited to, notifications about purchases you are interested in making.

You may opt out of promotional communications at any time by following the instructions provided therein.

6. Indemnification

By agreeing to these Terms and accessing the Services, you agree to indemnify, defend and hold harmless Coresky and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parents, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually or collectively, the "Coresky Parties") to indemnify, defend and hold harmless from all claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and costs) and costs (including, without limitation, court costs, settlement costs and costs of seeking indemnification and insurance), actual or alleged, whether known or unknown, foreseeable or unforeseeable, due or undue, or doubtful or unsuspected, of any kind and nature, at law or in equity, whether in tort, contract, or otherwise (collectively, "Claims"), including, but not limited to, property damage or personal injury, arising out of or relating to (a) your use or misuse of the Services, the Content, non-functional tests, or content related to or associated with any non-functional tests (b) your provide any feedback, (c) your breach or violation of any provision of these Terms or applicable law, and (d) breach of rights or

obligations to third parties, including other users or third parties, and (e) your negligence or willful misconduct.

You agree to immediately notify Coresky of any claim and to cooperate with both Coresky parties in the defense of such claim. You further agree that the Coresky Parties shall control the defense or settlement of any claim. this indemnification is in addition to, and not in lieu of, any other indemnification provided in the written agreement between you and Coresky.

7. Disclaimer of warranties

Your access to and use of the service is at your own risk. you understand and agree that the service is provided on an "as is" and "as available" basis, and Coresky expressly disclaims all warranties or conditions of any kind, express or implied. Coresky (and its suppliers) make no warranties or representations and shall not be liable for (a) whether the service meets your requirements; (b) will be provided on an uninterrupted, timely, secure or error-free basis; or (c) is accurate, reliable, complete, legal or secure.

Coresky disclaims any other warranties or conditions, express or implied, including, but not limited to, those of merchantability, fitness for a particular purpose, title and non-infringement. Coresky disclaims all warranties or conditions of any kind arising out of or in connection with any action taken as a result of the materials or information contained in the service. while Coresky attempts to make the service safe for you to access and use, Coresky cannot and does not represent or warrant that the service, content, content linked or associated with any NFTs, or any NFTs with which you interact using our service or our service provider's servers are free of viruses or other harmful components. we cannot guarantee the security of any data you disclose online. no advice or information, whether oral or obtained from Coresky parties or through the services, will create any warranty or representation not expressly made in this agreement. you accept the inherent security risks of providing information and transacting online over the internet and will not hold Coresky responsible for any breach of security.

We will not be responsible or liable to you for any loss or damage, nor will we be liable to you for any use of NFTs, content and/or content related to NFTs, including, without limitation, any loss, damage or claim arising from: (a) user error, incorrectly constructed transactions or input of incorrect addresses; (b) server failure or loss of data; (c) unauthorized authorized access or use; and (d) any unauthorized third party activity, including but not limited to the use of viruses, phishing, brute force coercion or other means of attack against the Services or the NFTS.

NFTS exists only by virtue of ownership records maintained in the relevant blockchain (e.g., the Ethernet network). Any transfer or sale occurs on the relevant blockchain (e.g., Ether). Coresky and/or any other Coresky party cannot influence

or otherwise control the transfer of ownership or rights to any NFTS or underlying or related content or items. No Coresky party shall be liable for any ongoing loss or injury due to bugs or failures of any kind, software (e.g., wallets, smart contracts), blockchain or any other functionality of NFTs. Coresky is not responsible for loss or injury due to delays in reporting any problems with the blockchain supporting NFTs by developers or representatives (or at all), including forks, technical node issues or any other issues that result in loss or injury.

Some jurisdictions do not allow the exclusion of implied warranties in contracts with consumers, so the above exclusion may not apply to you.

8. Intellectual property rights

All other trademarks, product names and logos on the Site, other than the Coresky Content, are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder.

The Services and its original content (excluding user-contributed content), features and functionality are and will remain the exclusive property of CORESKY and its licensors. The Services are protected by domestic and foreign copyright, trademark and other laws. Our trademarks may not be used in connection with any product or service without CORESKY's prior written consent.

9. Your use of Coresky

We hereby grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and the Services. We grant such license subject to the following conditions:

Illegal Activity: You agree not to engage in or assist in any activity that violates any law, statute, regulation, ordinance or sanctions program, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), or any activity that involves the proceeds of any illegal activity.

Abusive Conduct: You agree not to engage in any activity that poses a threat to Coresky, such as the distribution of viruses or other harmful code, or unauthorized access to the Site or other users' accounts.

Misconduct: You agree not to interfere with other users' access to or use of the Services.

Communication: You agree not to communicate with other users for the following purposes: (1) sending unsolicited advertisements or promotions, requests for donations or spam; (2) posting hate speech or harassing or abusing other users; (3)

interfering with other users' transactions. You agree not to use the data collected from the Site to contact individuals, companies or other persons or entities outside of the Site for any purpose, including but not limited to marketing activities.

Fraud: You agree not to engage in any activity designed to defraud Coresky, other users or any other person; or to provide Coresky with any false, inaccurate or misleading information.

Gambling: You agree not to use the Service to engage in any lottery, bidding auction, contest, sweepstakes, or other game of chance.

Intellectual Property Infringement: You agree not to (1) engage in transactions involving items that infringe or violate any copyright, trademark, publicity or privacy right or any other proprietary right under law; (2) use Coresky Content without Coresky's express written consent; or (3) engage in any conduct that suggests an untrue endorsement or association with Coresky.

Additional Prohibitions: You agree not to (1) distribute, publish, broadcast, reproduce, duplicate, retransmit or publicly display any Creator Content or Publisher Content; (2) modify or create derivative works of the Site, Creator Content or Publisher Content or any portion thereof; (3) use any data mining, robots or similar data gathering or extraction methods on the Site, Creator Content or Publisher Content; (4) download any portion of the Site, except for the purpose of page caching, unless we expressly permit it.

If you are unsure whether an intended use would violate these Terms of Use, please contact us at the address listed under "Contact Information" below.

10. Limitation of liability

To the maximum extent permitted by law, you agree that in the event that CORESKY or its service providers will be liable to you or any third party for any loss of profits or any indirect, consequential, exemplary, incidental, special, or punitive damages arising out of these terms or services, products or third party sites and products, or for any damages related to loss of revenue, loss of profits, loss of business or expectation of savings, loss of use, loss of goodwill, or loss of data, and whether arising from strict liability or tort (including negligence), breach of contract, or otherwise, even if foreseeable, and even if Coresky or its service providers have been advised of the possibility of such damages; or any other claim, demand, or damage arising out of or related to the delivery, use, or performance of the Service under these Terms. . access to and use of the service, products or third party websites and products is at your sole discretion and risk, and you assume sole responsibility for any damage to your computer system or mobile device or loss of data resulting therefrom.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit the disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

11. Privacy

You acknowledge and agree to the collection, use and disclosure of your personal information in accordance with Coresky's Privacy Policy, which is incorporated by reference into this User Agreement.

12. Service modifications

We reserve the right, in our sole discretion, to modify, suspend or discontinue the Service (or any feature or part thereof) at any time, temporarily or permanently, without incurring any liability as a result.

13. Limitation of liability

To the maximum extent permitted by law, in the absence of an event that Coresky would be liable to you or any third party for any lost profits or any indirect, consequential, exemplary, incidental, special or punitive damages arising out of this agreement, the website products or third party websites and products, or for any damages related to loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, or loss of data, and whether caused by tort (including negligence), breach of contract, or otherwise, even if foreseeable, even if Coresky has been advised of the possibility of such damages. access to and use of the site, products or third party sites and products is at your sole discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data resulting therefrom.

Not with standing anything to the contrary in this agreement, in no event shall Coresky's maximum aggregate liability arising out of or in any way connected with this agreement, access to and use of the site, the content, or any products or services purchased on the site exceed (a) \$100 or (b) the amount you paid to Coresky for the services within the last six months of the date liability arose. the above limitation of liability shall not apply to Coresky's liability for (a) death or personal injury caused by the negligence of a Coresky member; or (b) any injury caused by a member of Coresky who commits fraud or fraudulent misrepresentation.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit the exclusion or limitation of liability for personal

injuries from consumer products, so this limitation may not apply to personal injury claims.

14. Applicable law

These Terms shall be governed by and construed in accordance with all applicable laws, which shall apply to the Agreement, without regard to its conflict of law provisions.

The Company's failure to enforce any right or provision of these Terms shall not be deemed a waiver of such right. If any provision of these Terms is held invalid or unenforceable by a court of law, the remaining provisions of these Terms shall survive. These Terms constitute the entire agreement between us with respect to our Services and supersede any prior agreements that may have been made between us with respect to the Services.

15. Termination

All licenses granted by Coresky will automatically terminate if you violate any of the terms of these Terms. In addition, notwithstanding anything in these Terms, we reserve the right to suspend, disable, terminate or delete your account and/or your ability to access or use the Services (or any part thereof) at any time, with or without notice, in our sole discretion, for any reason or no reason. You acknowledge and agree that we shall have no responsibility or liability to you in such circumstances and that you shall not be entitled to any refund of any amounts you have paid to us.

16. Severability

If any term, clause or provision of these Terms of Use is held invalid or unenforceable, that term, clause or provision shall be severed from these Terms of Use and shall not affect the validity or enforceability of that term, clause or provision or the remainder of any other term, clause or provision of these Terms of Use.

17. Entire agreement

These Terms of Use constitute the entire agreement between you and Coresky with respect to your access to and use of Coresky, the Services and the Site, and supersede any and all prior discussion agreements, and understandings of any kind (including, without limitation, prior versions of these Terms of Use). Except as otherwise provided, these Terms of Use are solely for the benefit of the parties and are not intended to grant third party beneficiary rights to any other person or entity.

18. Survival

By their nature, all provisions that shall survive termination of these Terms of Use shall continue in full force and effect after termination by Coresky or by you. Termination will not limit any other rights or remedies that Coresky may have at law or in equity.

19. Contact information

If you have any questions, would like to provide feedback, or would like more information about Coresky, please feel free to email us at Coresky@Coresky.com.