

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

**Effective date: 20/03/2022**

Welcome to NICHONFT. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the "Services"). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at [admin@nichonft.com](mailto:admin@nichonft.com).

These Terms of Use (the "Terms") are a binding contract between you and Nicho NFT marketplace ("Nicho NFT," "we," and "us"). You must agree to and accept all of the Terms, or you don't have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the posted Privacy Policy and Copyright Dispute Policy below.

NOTICE: Please read these Terms carefully. They cover important information about Services provided to you and any charges, taxes, and fees we bill you. These Terms include information about future changes to these Terms, limitations of liability, a class action waiver, and resolution of disputes by arbitration instead of in court.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on social media, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

## **1. WHO WE ARE**

### **1.1 Nicho NFT Marketplace.**

Nicho NFT is a blockchain-based platform whereby users can engage in the purchase and sale of digital merchandise and other products, also known as a non-fungible token (NFT).

### **1.2 The Services.**

"[www.nichonft.com](http://www.nichonft.com)" of the services available on or through the Site or otherwise provided by us (including our application programming interfaces), and all of our free mobile applications (collectively, the "Applications") are offered, maintained and provided by Nicho NFT. We refer

to all of these as our "Services." For clarity, any access to or use of the Services via the Applications and the Applications themselves shall be deemed to be part of the Services and subject to these Terms of Service (as defined in Section 1.5).

### 1.3 Users.

Through the Services, Nicho NFT provides a marketplace for the owner of an NFT to present the NFT for sale. For all of the users who connected their wallets, the user can organize, promote, market, manage, track, sell, distribute and collect sales proceeds for NFTs. We refer to Owners and other visitors, browsers and users of the Services collectively as "Users" or "you." Those who purchase NFTs are referred to as "Buyers" or "you," as the context determines.

### 1.4 Terms of Service.

This agreement and the agreements incorporated herein by reference, including but not limited to the Privacy Policy, the Cookies Policy, and the Merchant Agreement, constitute our terms of service agreement ("Terms of Service"). These Terms of Service govern all of our Services, which are offered subject to your acceptance without modification of these Terms of Service.

SECTION 13 OF THESE TERMS OF SERVICE INCLUDES: (A) AN ARBITRATION PROVISION FOR USERS LOCATED IN AUSTRALIA; (B) A WAIVER OF RIGHTS TO BRING A CLASS ACTION AGAINST NICHU NFT FOR USERS LOCATED IN AUSTRALIA; © CERTAIN DISCLAIMERS OF WARRANTIES ON BEHALF OF Nicho NFT; (D) CERTAIN LIMITATIONS OF LIABILITY FOR THE BENEFIT OF Nicho NFT; AND (E) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST Nicho NFT ARISING OUT OF DISPUTES BETWEEN YOU AND THIRD PARTIES IN CONNECTION WITH YOUR USE OF THE SERVICES. BY USING ANY OF THE SERVICES, YOU AGREE TO THESE PROVISIONS.

## **2. YOUR ACCEPTANCE.**

### 2.1 Binding Agreement.

You agree to these Terms of Service and you enter into a binding contract with Nicho NFT: (a) when you sign up for a registered account by clicking "connect wallet" or similar buttons; (b) when an Owner posts an NFT on the Nicho NFT platform; or © by downloading Applications or using, accessing or browsing any part of the Services. If you do not agree to any portion of these Terms of Service, do not use or access the Services. If you will be using the Services on behalf of an entity, you agree to these Terms of Service on behalf of that entity and its affiliates and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that entity. If you do not have such authority, or if you do not agree to any portion of these Terms of Service, do not use or access the Services.

### 2.2 Modifications.

Except to the extent set forth in Section 13.11 below and as stated above, Nicho NFT reserves the right, at its sole discretion, to modify or replace any of the terms or conditions of these Terms of Service (or any of the agreements that make up these Terms of Service) at any time.

### 2.3 Language.

We may translate these Terms of Service (or any of the agreements that make up, or are incorporated within, these Terms of Service) into other languages for your convenience. The English language version of each of these documents is the version that governs your use of the Services and in the event of any conflict between the English language version and a translated version, the English language version will control.

## **3. YOUR USE OF THE SERVICES.**

### 3.1 The Services.

3.1.1 Nicho NFT hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable (except to sub-Users registered via the Services), revocable, limited right to access and use the Services solely for the purposes of (a) browsing the Services and searching for, viewing, registering for or purchasing NFTs; and/or (b) if you are an Owner, creating an Owner profile and other webpages with respect to, and promoting, marketing, managing, selling, distributing and collecting sales proceeds for NFTs, in each case (i) in compliance with these Terms of Service; and (ii) to the extent permitted under all applicable local, state, provincial, national and other laws, rules and regulations.

3.1.2 Notwithstanding the foregoing, you shall not, and shall not permit anyone else to, directly or indirectly (a) copy, modify, reproduce, translate, localize, port or otherwise create derivatives of any part of the Services; (b) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of all or any part of the Services (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local, state, provincial, national or other law, rule or regulation); © rent, lease, resell, distribute, use the Services for timesharing, service bureau or other commercial purposes not contemplated by this paragraph or otherwise exploit the Services in any unauthorized or unintended manner; (d) remove or alter any proprietary notices or labels on or in the Services; or (e) engage in any activity that interferes with or disrupts the Services. Any rights not expressly granted in this paragraph are reserved.

### 3.2 The Applications.

You may access and use the Services through our Applications. For clarity, any access to or use of the Services via the Applications and the Applications themselves shall be deemed to be part of the Services and subject to these Terms of Service. This right to access and use the Applications may be revoked in accordance with Section 11 and Nicho NFT may discontinue or modify the Applications as set forth in Section 3.4 below.

### 3.3 Additional Services.

Nicho NFT may, upon request, and for such fees as Nicho NFT may establish from time to time in its sole discretion, provide additional services to you beyond the basic functionality of the Site and Applications, including without limitation, marketing and promotion services, and dedicated account management services. All such additional services, whether provided prior to, during or following the purchase or sale of NFTs, shall be deemed a part of the Services

and subject to all the terms and conditions of these Terms of Service. Such additional services shall be set forth in additional terms and conditions or other written agreements between you and an authorized officer of Nicho NFT, and shall set forth the applicable fees and the other terms and conditions relating to such additional services.

#### 3.4 Service Modification.

We are constantly evolving our products and services to better meet the needs of our entire user base. Because of this, we do not guarantee any set of product features or functionality and reserve the right at any time, and from time to time, to modify, suspend or discontinue, temporarily or permanently, any part of the Services for any reason. Because you only pay fees to Nicho NFT as you use the Services, there would be no refund of fees already due following any such change to the Services.

### **4 AGE RESTRICTIONS.**

Nicho NFT is concerned about the safety and privacy of children. For this reason, and to be consistent with the terms of use of any third-party service providers used by Nicho NFT, you must be at least eighteen (18) years of age, or the legal age of majority where you reside, to use the Services. You represent and warrant that you are of legal age to form a binding contract (or if not, you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). Otherwise you may use the Services only with the involvement of a parent or guardian. In any event, you may not use the Services if you are under the age of thirteen (13). The Children's Online Privacy Protection Act ("COPPA") requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13. We do not knowingly collect or solicit personally identifiable information from a child under 16 without obtaining verifiable consent from that child's parent or guardian ("Parental Consent"), except for the limited amount of personally identifiable information we need to collect in order to obtain Parental Consent ("Required Information"). Until we have received Parental Consent, we will only use Required Information for the purpose of obtaining Parental Consent. If you are a child under 16, please do not attempt to send any personal information about yourself to us before we obtain Parental Consent, except for the Required Information in the context of the Parental Consent process. If you believe that a child under 16 has provided us with personal information (beyond the Required Information) without our obtaining Parental Consent, please contact us at [admin@nichonft.com](mailto:admin@nichonft.com).

### **5. CONTENT.**

#### 5.1 Site Content.

You agree that all material, including without limitation information, data, text, editorial content, design elements, look and feel, formatting, graphics, images, photographs, videos, music, sounds and other content (collectively, "Content"), contained in or delivered via the Services or otherwise made available by Nicho NFT in connection with the Services (collectively, "Site Content") is protected by copyrights, trademarks, service marks, trade

secrets or other intellectual property and other proprietary rights and laws. Nicho NFT may own the Site Content or portions of the Site Content may be made available to Nicho NFT through arrangements with third parties. The compilation of all Site Content included in or made available through the Services is the exclusive property of Nicho NFT and is protected by copyright laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services. Except as expressly authorized by Nicho NFT in writing or in connection with your permitted use of the intended functionality of the Services, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any Site Content, or post any Site Content on any other website or in a networked computer environment for any purpose. You shall use the Site Content only for purposes that are permitted by these Terms of Service and any applicable local, state, provincial, national or other law, rule or regulation. Any rights not expressly granted herein are reserved. Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and we are not responsible for which users gain access to the Services.

## 5.2 Your Content.

Nicho NFT does not make any claim to Your Content. However, you are solely responsible for your Content. You hereby grant to Nicho NFT a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable (through multiple tiers) right and license to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on Your Content, in whole or in part, in any media, for the purpose of operating the Services and you hereby waive any and all moral right to use the name you submit with Your Content. Notwithstanding the foregoing, Nicho NFT does not claim, and you do not transfer, any ownership rights in any of Your Content and nothing in these Terms of Service will restrict any rights that you may have to use and exploit Your Content outside of the Services. You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing license, and that all your use of the Services or Your Content (a) does not infringe or violate the intellectual property rights or any other rights of anyone else (including Nicho NFT); (b) violates any law or regulation, including, without limitation, any applicable export control laws; (c) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; (d) jeopardizes the security of your Nicho NFT account or anyone else's (such as allowing someone else to log in to the Services as you); (e) attempts, in any manner, to obtain the password, account, or other security information from any other user; (f) violates the security of any computer network, or cracks any passwords or security encryption codes; (g) runs Maillist, Listserv, any form of auto-

responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); (h) "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means); (i) copies or stores any significant portion of the Content; (j) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services; and (k) does not violate these Terms of Service, including without limitation the Privacy Policy. In addition, Your Content must be accurate and truthful. Nicho NFT reserves the right to remove any of Your Content from the Services at any time if Nicho NFT believes in its discretion that it violates these Terms of Service. In addition, you agree that Nicho NFT may use your name and logo (whether or not you have made it available through the Services) for the purpose of identifying you as an existing or past customer of Nicho NFT on the Services.

#### 5.4 Removing and Re-Posting of Content.

##### 5.4.1 Getting Allegedly Infringing Content Removed.

If you believe in good faith that any Content made available in connection with the Services infringes your copyright or trademark rights, you (or your agent) may send us a takedown notice requesting that the Content be removed, or access to it be blocked. Such takedown notices need to contain the following information in order for Nicho NFT to be able to take action:

- a) Information reasonably sufficient to permit Nicho NFT to contact you (i.e., name and address, telephone number and/or email address);
- b) Sufficient information to identify the copyrighted works or trademarks that are allegedly being infringed, including registration number and registration office if applicable;
- c) Sufficient information to identify the allegedly infringing material that is to be removed and its Internet location (i.e., URL address);
- d) A statement that you have a good faith belief that the use of the material is not authorized by the owner, its agent or the law;
- e) A statement of the accuracy of the takedown notice, and under penalty of perjury, a statement that you are the owner of the allegedly infringed material or you are authorized to act on behalf of such owner; and
- f) A physical or electronic signature of the person submitting the takedown notice.

The simplest and most efficient way to submit a written takedown notice is by reporting the infringement to our Trust and Safety Team, which is our DMCA/Trademark Agent, at [admin@nichonft.com](mailto:admin@nichonft.com). Filing this notice is the fastest method for reporting alleged copyright and/or trademark infringement. The foregoing information is required in your takedown notice request.

##### 5.4.2 Liability.

Please note that by submitting a takedown notice, you agree that Nicho NFT may provide copies of such takedown notice to the alleged infringer and that the information in such

takedown notice is subject to Nicho NFT's Privacy Policy. In addition, you will be liable for any damages (including costs and attorneys' fees) incurred by Nicho NFT or the alleged infringer in the event you knowingly and materially misrepresent that any Content is infringing (taking into consideration copyright defenses (such as fair use) and exceptions). If you are unsure whether the material you are reporting is infringing, you should contact an attorney before filing a takedown notice. Nicho NFT cannot provide you with legal advice as to whether or not you are entitled to file a takedown notice.

#### 5.4.3 Takedown.

Upon receiving a valid and fully completed takedown notice, Nicho NFT expeditiously removes or disables access to the allegedly infringing material and notifies the alleged infringing party.

#### 5.4.4 Getting Content Reposted That Is Not Infringing.

Note that if a portion of Your Content has been removed by Nicho NFT from the Services, the fastest way to get such portion reposted is to remove such portion that is allegedly infringing as specified in the takedown notice. However, if you cannot or will not remove the allegedly infringing portion of Your Content and you have a good faith belief that such portion was removed, or access was disabled, by mistake or misidentification, you may send a written counter notice to Nicho NFT. Such counter notices need to contain the following information in order for Nicho NFT to be able to take action:

- a) Information reasonably sufficient to permit Nicho NFT to contact you (i.e., name and address, telephone number and/or email address);
- b) Sufficient information to identify the portion of Your Content that has been removed or to which access has been disabled and its location before removal (i.e., URL address);
- c) A statement under penalty of perjury that you have the good faith belief that the portion of Your Content was removed or access to the material was disabled by mistake or misidentification;
- d) A statement that you are the account holder of the account to which the takedown notice relates or an authorized representative of such account holder;
- e) A statement that you consent to jurisdiction of the federal district court in which your address is located, or if you reside outside the United States, for any judicial district in which Nicho NFT may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person; and
- f) A physical or electronic signature of you or your authorized representative (i.e., an agent).

The simplest and most efficient way to submit a written counter notice is reporting the notice to our Trust and Safety Team, which is our DMCA/Trademark Agent, at [admin@nichonft.com](mailto:admin@nichonft.com). Filing this form is the fastest method to have your dispute reviewed. As a member of the Nicho NFT community, we ask that you only submit counter notices for materials that you believe (in good faith) that you are entitled to use. Please note that by submitting a counter notice, you agree that Nicho NFT may provide copies of the counter notice to the complaining party and that the information in such counter notice is subject to Nicho NFT's Privacy Policy. Please also note that there may be statutory periods that Nicho NFT must wait and certain inactions on the part of the complaining party for Nicho NFT to be able to repost the allegedly

infringing material.

## **6. THIRD-PARTY WEBSITES.**

The Services may provide, or Users may provide, links to other Internet websites or resources. Because Nicho NFT has no control over such websites and resources, you acknowledge and agree that Nicho NFT is not responsible for the availability of such websites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, services or other materials on or available from such websites or resources, or any damages or losses related thereto, even if such websites or resources are connected with Nicho NFT partners or third-party service providers.

## **7. CONDUCT.**

### **7.1 Certain Restrictions.**

You understand that you are liable for all Content, in whatever form, that you provide or otherwise make available to or through the Services, including to other users of the Services. You agree (i) to use the Services in accordance with our Community Guidelines; and (ii) not to use the Services to:

- a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b) harm minors in any way;
- c) facilitate gambling, gaming, lotteries, raffles, contests, sweepstakes and/or any other activity featuring the award of a prize;
- d) impersonate any person or entity, including, but not limited to, a Nicho NFT representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- e) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- f) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- g) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright, right of publicity or personality, or other intellectual property or proprietary rights of any person or entity;
- h) upload, post, email, transmit or otherwise make available any Content related to the sale or provision of goods and services other than the sale of NFTs;
- i) upload, post, email, transmit or otherwise make available any Content that contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of or to otherwise interact with the Services in a manner not permitted by these Terms of Service;
- j) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
- k) attempt to probe, scan or test the vulnerability of any Nicho NFT server or network or breach



- any security or authentication measures, unless you are an authorized contractor of Nicho NFT specifically engaged to provide such services;
- l) attempt to avoid or circumvent any technological measure implemented by Nicho NFT to protect the Services or Content on the Services, including without limitation, encryption technology used to protect sensitive personal information;
  - m) solicit any User to use a third-party service that competes with Nicho NFT;
  - n) advertise your NFT but complete sales independent of the Services in order to circumvent the obligation to pay fees related to the Services;
  - o) intentionally or unintentionally violate any applicable local, state, provincial, national or other law, rule or regulation, including without limitation laws and regulations regarding the sale of tickets;
  - p) sell NFTs to which you have no rights;
  - q) collect credit card number, expiration date or CSC code or any other credit card information other than in the fields under "Payment" on the order payment page;
  - r) collect social security or insurance number, financial account number, driver license number, health information or other sensitive information required to be secured under applicable local, state, provincial, national or other law, rule or regulation or for which disclosure is required in case of a data breach without first obtaining Nicho NFT's prior written consent;
  - s) stalk or otherwise harass any person or entity.

## 7.2 Certain Remedial Rights.

You acknowledge that Nicho NFT does not pre-screen Your Content or the Content of any other User in connection with the Services, but that Nicho NFT and its designees shall have the right (but not the obligation) to monitor, alter, edit or remove any of Your Content, in whole or in part, based on violations of these Terms of Service. If we believe that Your Content could be changed so as to not violate these Terms of Service, we will attempt to send you to notice prior to taking any such action, provided, that if we must act immediately to comply with applicable local, state, provincial, national or other law, rule or regulation or to limit our liability, we may take such action without prior notice. You acknowledge and agree that Nicho NFT may preserve Your Content and account information and may also disclose Your Content and account information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) respond to claims that any of Your Content violates the rights of third parties; © enforce or administer these Terms of Service; and/or (d) protect the rights, property and/or personal safety of Nicho NFT, its users and/or the public, including fraud prevention. You understand that the technical processing and transmission of the Services, including Your Content, may involve transmissions over various networks and/or changes to conform and adapt to the technical requirements of connecting networks or devices.

## 8. SUB-DOMAINS.

Nicho NFT may provide you with the right to use a sub-domain within the Site for a specified purpose. All such sub-domains are the sole property of Nicho NFT and we reserve the right to determine the appearance, design, functionality and all other aspects of such sub-domains. In the event Nicho NFT provides you with a sub-domain, your right to use such sub-domain

will continue only for so long as your NFT is actively selling on the Services and you are in compliance with these Terms of Service. If Nicho NFT terminates your right to use a sub-domain for any other reason, it will provide you with a new sub-domain.

## **9. Nicho NFT'S ROLE.**

### 9.1 Listing Service and Limited Agent.

Nicho NFT is not the Owner or owner of any NFT, product or service (other than the Services) listed for sale or registration on the Services. All sales are made by the Owner listed on the applicable event page. If an Owner has elected to use Nicho NFT's payment processing service, Nicho NFT also acts as the Owner's limited agent, using third-party payment providers through the Services, to collect payments from Buyers and transferring such payments to the applicable Owner. The Owner is solely responsible for ensuring that any NFT posting on the Services and the nature thereof meet all applicable local, state, provincial, national and other laws, rules and regulations, and that the goods and services described in any posting are actually delivered in a satisfactory manner.

## **10. FEES.**

### 10.1

Creating an account, listing NFTs and accessing the Services is free. We charge our fees only when you sell or buy NFTs, products or services. All descriptions of standard fees on the Services represent the standard fees that Nicho NFT charges to Owners. These fees may vary based on individual agreements between Nicho NFT and certain Owners. Owners ultimately choose if these fees will be passed along to Buyers and shown as "Fees" on the applicable event page or absorbed into the NFT sale price and paid by the Owner out of gross proceeds. The fees charged to Buyers may include certain other charges, including without limitation, royalties, taxes, processing fees and fulfillment fees. Therefore, the fees paid by Buyers for an NFT are not necessarily the same as those charged by Nicho NFT to the applicable Owner or the standard fees described on the Services to Owners. In addition, certain fees are meant, on average, to defray certain costs incurred by Nicho NFT, but may in some cases include an element of profit and in some cases include an element of loss. Nicho NFT does not control (and thus cannot disclose) fees levied by your bank and/or credit card company, including fees for purchasing NFTs in foreign currencies or from foreign persons. Be sure to check with your bank or credit card company prior to engaging in a transaction to understand all applicable fees, credit card surcharges and currency conversion rates.

### 10.2 Owner Refund Policies.

Because all transactions are between an Owner and its respective Buyer, Nicho NFT not responsible for any refunds or assistance with refunds.

## **11. TERM; TERMINATION.**

### 11.1 Term.

These Terms of Service are effective as set forth under Section 2.1 above and continue in effect until terminated.

#### 11.2 Termination by Nicho NFT.

Except to the extent we have agreed otherwise in a separate written agreement between you and an authorized officer of Nicho NFT, we may terminate your right to use the Services at any time for (a) your violation or breach of these Terms of Service; (b) your misuse or abuse of the Services; or © if allowing you to access and use the Services would violate any applicable local, state, provincial, national and other laws, rules and regulations or would expose Nicho NFT to legal liability. We will use reasonable efforts to provide you notice of any such termination. Further, you agree that Nicho NFT shall not be liable to you or any third party for any such termination of your right to use or otherwise access the Services.

#### 11.3 Termination by You.

Except to the extent you have agreed otherwise in a separate written agreement between you and an authorized officer of Nicho NFT, you may terminate your access to the Services and these Terms of Service at any time. At such time, you must delete your Nicho NFT account. In the event there is a separate agreement between you and Nicho NFT governing your use of the Services, and that agreement terminates or expires, these Terms of Service (as unmodified by such agreement) shall govern your use of the Services unless and until you delete your account.

#### 11.4 Survival of Terms.

All provisions of these Terms of Service that by their nature should survive termination of these Terms of Service shall survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum and intellectual property protections and licenses).

#### 11.5 Changes to Services.

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

### **13. DISCLAIMER OF WARRANTIES.**

NICHO NFT PROVIDES OUR SERVICES USING A COMMERCIALY REASONABLE LEVEL OF SKILL AND CARE AND WE TRY TO KEEP OUR SERVICES IN OPERATION, BUG-FREE AND SAFE. BUT THERE ARE CERTAIN THINGS THAT WE DO NOT PROMISE ABOUT OUR SERVICES, AND YOU USE THE SERVICES AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NICHO NFT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. BY WAY OF EXAMPLE, NICHO NFT MAKES NO WARRANTY THAT (A) THE SERVICES (OR ANY PORTION OF THE

SERVICES) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR © THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. YOU ACKNOWLEDGE THAT NICHONFT HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF EVENTS ADVERTISED, THE TRUTH OR ACCURACY OF ANY USERS' (INCLUDING BUYERS', OTHER NON-OWNERS' AND OWNERS') CONTENT OR LISTINGS OR THE ABILITY OF ANY USER (INCLUDING BUYERS AND OWNERS) TO PERFORM OR ACTUALLY COMPLETE A TRANSACTION AND NICHONFT IS NOT AFFILIATED WITH, AND HAS NO AGENCY OR EMPLOYMENT RELATIONSHIP WITH, ANY THIRD PARTY SERVICE PROVIDER USED IN CONJUNCTION WITH THE SERVICES, AND NICHONFT HAS NO RESPONSIBILITY FOR, AND HEREBY DISCLAIMS ALL LIABILITY ARISING FROM, THE ACTS OR OMISSIONS OF ANY SUCH THIRD PARTIES.

#### **14 PATENTS; COPYRIGHTS.**

A number of issued patents and patents pending apply to the Services. The Content of the Services is also protected by copyrights owned by Nicho NFT and/or third parties. Please note that if you copy portions of the Services you are violating these patent rights and copyrights.

#### **15 RELATIONSHIP**

No independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by these Terms of Service, except to the extent expressly set forth in these Terms of Service or the Merchant Agreement.