

Website Terms and Conditions

By accessing or continuing to use our Website and related services, you agree to abide by these terms (**Website Terms**), including our Data and Privacy Policy. If you do not agree with any of these Website Terms, or the terms of our Data and Privacy Policy you should cease using our Website.

1. General

- 1.1 This Website is owned and operated by PeopleBrowsr, Inc (**PeopleBrowsr, us, we and our**) as producer of NYC.NFT. As noted above, your continued use of our Website indicates your agreement to these Website Terms.
 - 1.2 Please read the following Website Terms to understand your rights and obligations when accessing our Website.
 - 1.3 Anyone can browse our Website without registering for an account. You may be required to register for an account in order to access and use certain features on the Website, such as participating as a user, including by creating your own NFTs or placing a bid in an Auction. To use such Services you will also need to agree to our Artist Terms and NFT Terms of Sale, which will be separately available, in addition to these Website Terms and our Data and Privacy Policy.
 - 1.4 We may also offer additional products and services from time to time to you. By browsing or accessing our Website using the Services, you agree to be bound by these Website Terms and acknowledge that you have read and understood them. If you do not accept these Website Terms, you must immediately cease using our Website.
 - 1.5 We reserve the right to amend these Website Terms from time to time. Amendments will be effective as soon as such changes are notified on the Website. Your continued use of the Website and our Services following such notification constitutes agreement by you to be bound by these Website Terms as amended.
 - 1.6 You should regularly review these Website Terms. Where there is inconsistency between the content on the Website and these Website Terms, the Website Terms shall prevail to the extent of any inconsistency.
 - 1.7 These Website Terms constitute the entire agreement between you and us with respect to their subject matter and supersede all prior agreements and understandings between you and us in connection with the Website..
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2. Information contained on our Website

- 2.1 The content and information we present on our Website is intended to provide a summary of the subject matter covered. While we use all reasonable steps to ensure the accuracy and completeness of information and content on our Website, to the greatest extent permitted by law, including the Australian Consumer Law, we give you no warranty concerning the accuracy or completeness of our content or information. Content and information on our Website may change without notice to you, but we do not warrant that we will keep this content or information updated. We are not liable to you or anyone else if the content or information on our Website is not up-to-date, accurate or complete.
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- 2.2 We are not liable to you or anyone else if any part of our Website (or a website we link to) causes interference with or damage to your computer systems (including your mobile devices). You must take such precautions as you feel are sufficient to protect yourself from any malware, viruses or any other way in which our Website (or a website we link to) could damage your computer systems (including your mobile devices).
- 2.3 We will not be liable in any way for any content or materials of any third parties, including, but not limited to, for any errors or omissions in any content, for any purported rights or for any loss or damage of any kind incurred as a result of the use of any such content.
- 2.4 You acknowledge that we do not pre-screen content, but that we will have the right in our sole discretion to refuse or remove any content that is available via the Website notwithstanding that we will have the right to remove any content that violates these Website Terms or is deemed by us, in our sole discretion, to violate the rights of any third party (including, without limitation abusing, stalking, threatening or otherwise, infringement of copyright, trade mark, or other Intellectual Property Rights, misappropriation of trade secrets, confidential information, electronic fraud, invasion of privacy, pornography, obscenity or libel) or be otherwise objectionable.
- 2.5 You agree that you must evaluate, and bear all risks associated with, the use of any content and the purchase of any products, including any reliance on the accuracy, completeness, or usefulness of such content.
- 2.6 You acknowledge and consent to the risk that the price of products may have been influenced by activity outside of our control.
- 2.7 We do not represent, guarantee, or warrant the accuracy or fairness of the price of any product sold or offered for sale on or off of the Website.
- 2.8 All content contained on the Website is for information purposes only and does not constitute advice from us. You agree and acknowledge that we are not a fiduciary nor do we owe any duties to any user on the Website, including the duty to ensure fair pricing of products or to moderate user behavior on the Website.

3. Content

- 3.1 Other than information about an identifiable individual, which is covered under our Data and Privacy Policy, any Content you post, transmit or upload to the Website (including without limitation, reviews, comments, bug reports, ideas or other feedback) will be considered non-confidential and non-proprietary.
- 3.2 You consent to any act or omission which would otherwise constitute an infringement of your moral rights you may have in respect of Content. This consent survives any termination of these Website Terms.
- 3.3 You agree that we will have no obligations with respect to any Content, and that we and anyone we designate will be free to copy, disclose, distribute, incorporate and otherwise use any Content and all data images, sounds, text and other things embodied in the Content for any and all commercial and non-commercial purposes.
- 3.4 By posting, uploading or transmitting any Content, you represent and warrant that any Content does not and will not:
- (a) breach any applicable law;

- (b) contain any viruses or any other harmful program;
- (c) contain any defamatory, obscene or offensive material;
- (d) promote violence or discrimination;
- (e) infringe the Intellectual Property Rights of another person;
- (f) breach any legal duty owed to a third party (such as a duty of confidence);
- (g) promote illegal activity or breach the privacy of any other person;
- (h) be threatening, abusive or invade another person's privacy or be likely to harass, upset, embarrass or annoy any other person;
- (i) give the impression that the Content originates from us;
- (j) be used to impersonate another person or to misrepresent your affiliation with another person; or
- (k) contain any unsanctioned advertising, promotional materials, or other forms of unsanctioned solicitation, including without limitation, junk mail, spam, chain letters or any unsolicited mass distribution of email.

- 3.5 The prohibited acts set out in clause 3.4 are not exhaustive. We reserve the right (but do not undertake, unless required by law, any obligation) to edit or remove any Content without notice to you, in our sole discretion.
- 3.6 You grant us an irrevocable, perpetual, exclusive, transferable, royalty free worldwide licence to use, copy, modify and distribute any Content in any manner we think fit (including without limitation, by reproducing, altering or communicating the Content to the public). You also grant us the right to sublicense these rights.
- 3.7 Content reflect the opinions of users who have used the Website and any statements, advice or opinions provided by such persons are theirs alone. To the maximum extent permitted by law, including any restrictions contained in the Australian Consumer Law, we assume no responsibility or liability to any person for any Content, including without limitation, any errors, defamatory statements, obscenity, omissions or misrepresentations in any such Content.

4. Transactions

- 4.1 Transactions can occur either by way of initial sales from registered users of the Platform (**Primary Sales**) or by way of subsequent sales between a registered user and other registered users (**Secondary Sales**). As a marketplace, we cannot make any representation or guarantee that you will achieve any particular outcome as the result of listing products on the Platform.
- 4.2 All transactions must be paid with fiat currency into depository accounts. In order to participate as a registered user in the marketplace, you must add your purchase and deposit details to your private dashboard.
- 4.3 If you are a seller of a product, you must be approved by our Payment Processor and you agree to comply with our Payment Processor's terms for the use of its services, including its privacy policy.

- 4.4 Any transactions, whether through Primary Sales or Secondary Sales, will be governed by our NFT Terms.
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5. Events

- 5.1 You acknowledge and agree that:
- (a) we do not accept responsibility for inaccuracies or errors in any information about, or advertisements in respect of goods, services, content or projects, provided by speakers, delegates, events or projects organised by or through us;
 - (b) our display of any NFT art or hosting of any speakers, including those who may inform attendees at any event about NFT drops or releases, is in no way an endorsement or recommendation that you should participate in or purchase any NFTs. While we have a process to review speaker applications, we do not warrant or represent that any project referred to or displayed during an event will achieve any particular outcome;
 - (c) the placement of any advertisements in our website or in our events does not constitute a recommendation, approval or endorsement by us of the relevant content and the third party or owner of the goods, services, content or projects the subject of such advertisements, is solely responsible for any representations made in connection with information in respect of its content;
 - (d) we are not liable for any loss or damage that may be incurred as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, services, content or other materials made available from any third party at events organised by or through us; and
 - (e) no advertisements, products, services, content or other material associated with events or projects organised by or through us, is or is intended to be, financial, investment or taxation advice of any kind, nor are they, nor are they intended to be offers of financial products or securities.
- 5.2 To the maximum extent permitted by law, you agree to indemnify us and keep us indemnified, our affiliates and their personnel against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred directly or indirectly in connection with your use or reliance on advertising, products, services, content or other material at any event or project organised by or through us, or from your violation of these Website Terms.
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6. Intellectual Property and Copyright

- 6.1 All legal rights, title and interest in and to all elements of the Website, our Services and the content of the Website and our Services (including its “look and feel”, text, graphics (all art, drawings and artistic works), images, logos, icons, photographs, editorial content, films, sound recordings, literary works, software, design, systems, methods, information, computer codes, compilation of content, other codes, data and other material) (**Intellectual Property**), and all Intellectual Property Rights in and associated with the Intellectual Property (including without limitations all copyright, trademarks, service marks and trading names) is owned by us or licensed to us by third parties and protected under applicable laws.
- 6.2 Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in the jurisdiction in which you are located, and except as expressly authorised by these Website Terms or in writing by us, you may not in any form or by any means:
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- (a) copy, adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website, the Services or the Intellectual Property; or
- (b) commercialise any information, products or services obtained from any part of the Website, the Services or the Intellectual Property.

6.3 We reserve all rights to the Materials not expressly granted to you in these Website Terms.

6.4 Subject to the terms and conditions in these Website Terms, we grant you a limited licence to access the Website and view and use the content (and Materials). Any further interaction with our Platform, will be subject to our NFT Terms or any of our other related terms.

6.5 You must not reproduce the Materials or communicate the Materials to the public (including via any form of linking) without the prior written approval of the owners of such Materials. Any permitted use or disclosure (including reproductions and communications to the public) of any Materials by you are on the basis that:

- (a) such use and disclosure is at your own risk, including the risk of being sued for intellectual property infringement or misleading or deceptive conduct;
- (b) you ensure that all links to Materials are presented or used in a way that makes it clear that our Website and Services are the source of the Materials;
- (c) you ensure that anyone who uses or reproduces your links to the Materials does so on the same terms as a person who accesses the Materials directly from the Services;
- (d) you ensure that anyone who uses or reproduces your links to the Materials is not able to circumvent the limits (including technological restrictions and as to location) applying in respect of the Materials were the Materials to be accessed or sought to be accessed directly from the Services rather than via their links;
- (e) you do not link the Materials in a way that damages or takes advantage of our reputation, including in a way that suggests or implies that you have any association or affiliation with us or approval or endorsement; and
- (f) you otherwise comply with our directions, including any take down or cease or desist directions.

6.6 Subject to the terms and conditions of these Website Terms, you must not, or permit any third party to, do or attempt to do, any of the following without our express prior written consent in each case (consent could be withheld at absolute our discretion):

- (a) apply for, register, or otherwise use any intellectual property rights in the Intellectual Property or Materials, or substantially similar to the Intellectual Property or Materials, anywhere in the world;
- (b) sell, distribute for commercial gain or otherwise commercialise merchandise that includes, contains or consists of the Intellectual Property or Materials.

6.7 To the extent that you use our Website (and any Materials) which contain third party intellectual property, you acknowledge and agree that:

- (a) you will not have the right to use that third-party intellectual property except as provided for in the Website and subject to these Website Terms;

- (b) you might be subject to additional restrictions regarding the use of that third-party intellectual property depending on the licences from the third-party to us; and
- (c) you will be responsible for complying with any restrictions regarding the use of that third-party intellectual property.

6.8 Your licence under these Website Terms to use the content of the Website and Intellectual Property (and Materials) applies when using any services available on our Website and is subject to any further limitations set out in any terms of use, or terms and conditions for additional products and/or services.

6.9 U.S. Digital Millennium Copyright Act and Trademark Notice and Takedown

- (a) The following section pertains to users residing in the United States only.
- (b) We will respond to legitimate requests made pursuant to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (**DMCA**) and trade mark law, and we retain the right to remove Content from the Services that we believe in good faith infringes on any third party's Intellectual Property Rights upon notice from the owner of such intellectual property, or their agent. Be advised that misrepresentations of infringement could result in liability for monetary damages and that we reserve the right to seek damages and indemnification from any party that submits a Notice of Claimed Infringement or Counter Notification in violation of U.S. law.
- (c) Any Notice of Claimed Infringement and request for removal, and all Counter Notifications thereto, the requirements for which are listed below, should be sent to our Designated Agent by physical or electronic mail at:

PeopleBrowsr, Inc.
Attention: Designated Agent
150 Executive Park Boulevard, Suite 3050, San Francisco, CA 94134
Email: copyright@peoplebrowsr.com

Please only use the above address for submitting the notices set forth in this clause 6.9. Any other correspondence about us, the operation of the Services or any other matter should be sent to contact@peoplebrowsr.com.

6.10 Notice of claimed infringement

If you believe, in good faith, that any Content has been used in a manner that infringes your Intellectual Property Rights, you may send a timely Notice of Claimed Infringement containing the following information:

- (a) a physical or electronic signature of the copyright owner, or person authorized to act on its behalf;
- (b) a description of the copyrighted work that you claim has been infringed upon;
- (c) a description of where the material that you claim is infringing is located on the Services, the easiest way being by providing us with the url(s) leading directly to the allegedly infringing Content;
- (d) your mailing address, telephone number and email address;

- (e) a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent or U.S. law; and
- (f) a statement, made under penalty of perjury under the laws of the United States, that the information contained in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

For claims of trademark infringement, send a notice to our Designated Agent containing the preceding information as applicable to your trade mark or service mark, including the mark, registration number if applicable, basis for your trademark claim, jurisdiction in which you claim trademark rights and class of goods or services and accompanying description for which you assert trademark rights. Please note that a copy of your notice will be sent to the party who posted the Content you report.

6.11 Counter notification

- (a) If we remove your Content in response to a Notice of Claimed Infringement, we will notify you and offer to provide you with a copy of such notice. If you believe your Content was wrongly removed due to a mistake or misidentification of the Content, you may submit a timely Counter Notification to our Designated Agent that includes the following information:
 - (1) your physical or electronic signature;
 - (2) identification of the Content that was removed or to which access has been disabled and the location at which the Content appeared before they were removed or access to it was disabled;
 - (3) a statement, made under penalty of perjury under the laws of the United States, that you have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification of the Content to be removed or disabled; and
 - (4) your name, mailing address, telephone number and email address, and a statement that you consent to the jurisdiction of the United States District Court for the judicial district in which your address is located, and that you will accept service of process from the party who submitted the Notice of Claimed Infringement or its duly appointed agent.
- (b) Upon receiving an effective Counter Notification, we will promptly forward it to the reporting party. If the reporting party fails to notify us within ten (10) business days that it has filed an action seeking a court order to restrain you from engaging in the allegedly infringing activity, we will consider, in our sole discretion, restoring eligible Content to the Services.

- 6.12 Our policy is to remove any Content posted to the Services by any user for whom we have received and acted on more than two (2) takedown requests. We have discretion, however, to terminate any user's account and/or access to the Services after receipt of even a single Notification of Claimed Infringement, or in our sole discretion

7. Restricted Use

- 7.1 You warrant to us and agree that you are 18 years of age or over and have full legal capacity to access the Website under the laws of Australia or the laws of the jurisdiction in which you

reside. If you are between 13 and 18 years old, you may only access and use the Website with the prior permission of your parent or legal guardian, and you represent and warrant to us that you have such permission and that your parent or legal guardian has reviewed and discussed these Website Terms with you.

- 7.2 If we become aware that you are under 18 years old and have used or accessed or are using or accessing the Website or the Services, we may terminate or suspend your account without notice to you and any digital assets in your account may be forfeited and we will have no further obligations to you. Once your account is cancelled, it cannot be re-activated and we reserve the right to deny you access to the Services.
- 7.3 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, commercially exploit, create derivative works from, transfer, or sell any content, software, products or services contained within or derived from the Website or the Services without our prior written approval.
- 7.4 You may not use the Website or the Services, or any of our content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website without our express, prior written consent.
- 7.5 Your use of the Website and our Services is subject to international export controls and financial export requirements. By transacting tokens via the Services, you declare and undertake that you are aware of and subject to these requirements. Without limiting the foregoing, you are not entitled to use the Services if:
- (a) you are a citizen or resident of Cuba, Iran, North Korea, Sudan or Syria or any other country subject to US embargo, UN sanctions, the HM financial sanctions regime, or if you are on the list of specific citizens by the US Ministry of Finances or the list of people denied by the US Ministry of Trade, a non-verified list, the financial sanctions regime of the Ministry of Finances; or
 - (b) you intend on supplying any digital asset purchased or stored to Cuba, Iran, North Korea, Sudan or Syria or any other country subject to US embargo or the HM financial sanctions regime (or to a citizen or resident of any of these countries), or to a person on the list of specific persons, the list of denied persons, the non-verified list, the list of entities of the financial sanctions regime of HM.

8. Links in the Services

- 8.1 The Website may contain links to linked services. Those links are provided for convenience only and may not remain current or be updated by us.
- 8.2 We are not responsible for the content or privacy policies or practices of persons or companies associated with linked services. We will not be liable to you or any other person for any loss or cost arising in respect of use or access to linked services. When you access any linked services you do so entirely at your own risk.
- 8.3 Linked services should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked services, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

9. Links to the Website

- 9.1 You may find links to access our Website from third-party websites and services. We do not control or are responsible for such links (including the validity and security of such links).
- 9.2 We will not be liable to you or any other person for any loss or cost arising in respect of use or access (actual or purported) to our Website and services from links from third-party websites and services. When you access any such links you do so entirely at your own risk.
- 9.3 Links to our Website from third-party websites and services should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those third party websites and services, or of any information, graphics, materials, products or services referred to or contained on those third party websites and services, unless and to the extent stipulated to the contrary.

10. Proper Use

- 10.1 You must only use the Website and our Services for lawful purposes. You are prohibited from doing any act that we, acting reasonably, consider to be inappropriate, or which is unlawful or prohibited by any laws applicable to the Website and our Services, including but not limited to any act which would constitute a breach of privacy, using the Services to defame or libel us, our employees or any other person.
- 10.2 You must not:
- (a) reverse engineer the code contained in the Website or upload files which contain viruses or malware which may cause damage to our property or the property of other individuals or post or transmit to our Website any material which we have not authorised including material which is, in our sole opinion, likely to cause annoyance, or which is racist, defamatory, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our security protocols;
 - (b) damage, disrupt, interfere with or misuse the Website, including by data mining, hacking, data harvesting or scraping or using similar data gathering and extraction tools in respect of the Website;
 - (c) launch any automated program or script, including web crawlers, web robots, web indexers, bots, viruses or worms or any program which makes multiple server requests per second or impairs the operation and/or performance of the Website;
 - (d) use any device, software or routine intended to damage or interfere with the proper working of the Website or to intercept or sequester any system, data, images or other multimedia elements from the Website;
 - (e) use the Website in any way that would breach any other provision of these Website Terms;
 - (f) manipulate the price of products on our Website in any way, including bidding on your own items, preventing bidding, or using our Website to conceal illicit economic activity;
 - (g) email or otherwise upload any content that (i) infringes any Intellectual Property Rights or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) poses or creates a privacy or security risk to any person; (iv) constitutes unsolicited or unauthorized

advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; or (vi) in our sole judgment is objectionable or which restricts or inhibits any other person from using or enjoying the Website, or which may expose us or our users to any harm or liability of any type;

- (h) violate any applicable local, state, national or international law, or any regulations having the force of law, including but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control (**OFAC**), or which would involve proceeds of any unlawful activity;
- (i) solicit personal information from anyone under the age of 18;
- (j) harvest or collect email addresses or other contact information of other users from the Website by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- (k) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorised;
- (l) further or promote any criminal activity or enterprise or provide instructional information about illegal activities, including for the purpose of concealing economic activity, laundering money, or financing terrorism;
- (m) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Website;
- (n) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Website or the content posted on the Website, or to collect information about its users for any unauthorised purpose;
- (o) create user accounts by automated means or under false or fraudulent pretences;
- (p) access or use the Website for the purpose of creating a product or service that is competitive with any of our products or services; or
- (q) offer securities or advertise, market or otherwise suggest that our products or services are investments.

11. Promotions

From time to time we may make certain offers, or carry out promotions or contests. Additional terms may apply to those offers, promotions or contests and you must agree to those additional terms. In the event of any inconsistency between these Website Terms and the terms of any offer, promotion or contest, the terms of the offer, promotion or campaign prevail over these Website Terms to the extent of any inconsistency.

12. Consumer guarantees

- 12.1 In Australia, our services come with guarantees that cannot be excluded under Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**).
- 12.2 Nothing in these terms and conditions purports to modify or exclude the conditions, warranties and undertakings, and any other legal rights, arising under the *Australian Competition and Consumer Act 2010* (Cth) or any other laws. Any and all other warranties or conditions which

are not guaranteed by the Australian Consumer Law or the *Competition and Consumer Regulation 2010* (Cth) are expressly excluded where permitted, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition.

- 12.3 To the extent that we are in breach of any consumer guarantee, your sole remedy will be for us to provide to you the features or service that was previously provided, or to pay for those features or services to be re-performed for you.

13. Warranties and disclaimer

- 13.1 Nothing in these Website Terms excludes, restricts or modifies or purports to exclude, restrict the conditions, warranties and undertakings arising under the Australian Consumer Law. Our liability for death or personal injury arising from our negligence or for any condition, warranty, right or liability implied in these Website Terms by law cannot be excluded.
- 13.2 Our Website is provided to you strictly on an “as is” and “as available” basis. You acknowledge that:
- (a) your use of the Website and Services is at your own risk and is also subject to the terms and conditions of the websites, products and services of our Affiliates that you access via our Website or Services;
 - (b) prior to accepting these Website Terms you have been given a reasonable opportunity to examine and satisfy yourself as to the contents of these Website Terms; and
 - (c) at no time prior to accepting these Website Terms have you relied on our skill or judgement, and you acknowledge that it would be unreasonable for you to do so.
- 13.3 To the maximum extent permitted by law, all other warranties or conditions which are not guaranteed by law are expressly excluded, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition. In particular, we do not warrant:
- (a) that your access to the Website or our Services will be free from interruptions, errors or viruses; or
 - (b) the accuracy, adequacy or completeness of information on the Website (nor do we undertake to keep the Website updated).
- 13.4 To the extent that we are in breach of any consumer guarantee or any other warranty or condition that cannot be excluded from these Website Terms your sole remedy will be for us to provide the features or services that were previously provided; and
- 13.5 Our maximum liability to you is limited to the purchase price of the goods or services you purchased in your last transaction using our Services or \$100, whichever is lower..

14. Limitation of Liability

- 14.1 To the maximum extent permitted by law, we do not accept responsibility for any loss or damage (including indirect, special or consequential loss or damage), however caused and whether or not foreseeable (whether in contract, tort, for breach of statutory duty or otherwise), even if we have previously been advised of the possibility of such loss or damage which you may directly or indirectly suffer in connection with:

- (a) your use of the Website or our Services or any linked website, content, products and services (together, the linked services) (including interference with or damage to your computer or mobile devices arising in connection with any such use);
- (b) the Website or our Services being interrupted or unavailable;
- (c) errors or omissions from the Website or our Services;
- (d) any failure or lack of any security measures by us, or any third party including in relation to the storage or transfer of;
- (e) viruses, malicious codes or other forms of interference effecting the Website or our Services or any linked services;
- (f) your use of or reliance on information contained on or accessed through the Website or our Services or any linked services, which information may be incorrect, incomplete, inadequate or outdated;
- (g) goods or services supplied pursuant to or in any way connected with the Website or our Services;
- (h) unauthorised access to or use of, our servers and/or any information stored on them; or
- (i) any failure or omission on our part to comply with our obligations as set out in these Website Terms.

14.2 We do not accept responsibility for inaccuracies or errors in any information about, or advertisements in respect of, goods and services, contained in the Website which are supplied by our Affiliates. The placement of such advertisements does not constitute a recommendation or endorsement by us of the relevant goods or services and the third party or owner of the linked services is solely responsible for any representations made in connection with information in respect of it and its goods and services displayed on the Website.

14.3 To the maximum extent permitted by law, you agree to indemnify and keep indemnified us, our Affiliates and their Personnel against any action, liability, cost, claim, loss, damage, proceeding or expense suffered or incurred directly or indirectly in connection with your use of the Website or the Services, or from your violation of these Website Terms. Participants in minting agree to hold the us harmless for any loss incurred as a result of minting, including but not limited to, excessive gas fees for failed transactions, excessive gas fees resulting from a website or smart contract bug and/or and loss of product or asset resulting from a website or smart contract bug.

15. Specific Warnings

- 15.1 You must ensure that your access to the Website and our Services is not illegal or prohibited by laws which apply to you in the jurisdiction in which you are located.
- 15.2 You must take your own precautions to ensure that the process which you employ for accessing the Website and our Services does not expose you to the risk of viruses, malicious computer code or other forms of interference emanating from the Website or our Services (or any linked services) which may damage your own computer system.

- 15.3 You agree that you will not rely on any information contained on the Website or the availability of such information and that any decision you make in relation to the Website or our Services will be as a result of your own independent assessment of such information.
- 15.4 Even though we intend on providing accurate information on the Website, we cannot guarantee that the information on the Website is accurate, complete or updated, or free from technical inaccuracies or typos. In an effort to continue providing you with complete and accurate information to the extent possible, the information on the Website may change or be updated from time to time without advance notice.

16. Data and Privacy Policy

- 16.1 We undertake to comply with the terms of our Data and Privacy Policy which is available on our Website.
- 16.2 Your continued usage of our Website and/or Services will be taken to indicate your acceptance of the terms of our Data and Privacy Policy insofar as it relates to our Website.

17. Security of Information

- 17.1 No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us.
- 17.2 Any information which you transmit to us is transmitted at your own risk. Once we receive your transmission, we will take reasonable steps to preserve the security of such information

18. Service Access

While we endeavour to ensure the Website is available 24 hours a day, we are not under any obligation to do so, and will not be liable to you if the Website is unavailable at any time or for any period. Your access to the Website or our Services may also be restricted at our discretion

19. Termination of Access

- 19.1 Your access to the Website or the Services may be terminated at any time by us without notice to you. Following termination we will have no further obligations or liabilities to you. Any exclusions of liability or other provisions contained in these Website Terms which by their nature survive termination of these Website Terms will survive any such termination.
- 19.2 If your access to the Website or the Services is terminated by us following your breach of these Website Terms or your unlawful conduct (or suspected breach of these Website Terms or suspected unlawful conduct), termination will be in addition to any other rights we may have against you at law or in equity

20. Severability

If any provision of these Website Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof will to that extent be severed and deemed not to form part of these Website Terms but the legality, validity and enforceability of all other provisions of these Website Terms will not be affected.

21. Governing Law

These Website Terms are governed by the laws in force in the State of New York and you agree to submit to the exclusive jurisdiction of the courts of that State in respect of any dispute arising from these Website Terms.

22. Definitions

In these Website Terms:

Affiliate means a third party with whom we have entered into an agreement to assist our provision of the Website or our Services, and to or from which you hereby instruct us to obtain or send data, including payment instructions;

Application means any products, services or any application built on the Platform or on any other PeopleBrowsr branded or co-branded websites, including subdomains, international versions of such websites, widgets or mobile application versions;

Auction means when a user of the Platform bids against other users on products, and the final price is set at the auction end time;

Australian Consumer Law has the meaning given in clause 12.1;

Content means any content, products, information or other material created or held by a user that is posted, shared, uploaded or otherwise made available on the Platform by a user of the Platform;

Intellectual Property Rights means any and all:

- (a) current and future registered and unregistered rights in respect of copyright, designs, semiconductor or circuit layouts, trade marks, trade names, business names, trade secrets, know-how, confidential information, patents, inventions and discoveries;
- (b) applications for grant of any of the above;
- (c) other rights of a similar nature arising (or capable of arising) under statute or at common law in the Commonwealth of Australia or anywhere else in the world; and
- (d) intellectual property as defined in Article of the Convention Establishing the World Intellectual Property Organisation 1967,

throughout the world for the full period of those rights and for all renewals and extensions;

Materials means any thing, including Intellectual Property and other information and Content, whether in material form or not, on or accessible via the Website;

NFTs means non-fungible tokens;

Payment Processor means Stripe or any other third party payment processor what we use from time to time, to bill you through a payment account linked to your account;

Personnel means any employee, contractor, subcontractor, agent, partner, shareholder, ultimate beneficial owner, director or officer of a party;

Platform means the PeopleBrowsr cloud based “software as a service” SaaS development and deployment environment;

Services means our products, services, Applications, and our Platform; and

Website means the website available at <https://www.nft.nyc> or any other website as may be made available by us from time to time.