

NFT LISTING TERMS AND CONDITIONS

This NFT Listing Terms and Conditions (this “**Agreement**”), is a legally binding agreement by and between West Realm Shires Services Inc., a Delaware corporation (“**us**” and “**our**”) and you (“**You**” and “**Your**”). By submitting a request and creating an NFT on the portal located at <https://ftx.us/nfts/list> (the “**Site**”), you acknowledge that you have carefully read and agree to the terms of this Agreement. “**NFTs**” means a non-fungible token that, as of its genesis issuance, is linked to your Artwork. NFTs are controllable electronic records recorded on the Ethereum and/or Solana blockchains, or any other blockchain(s) as determined by us in our sole discretion. “**Artwork**” means the artwork, digital content or other collectible that is provided by you via the Site and is linked to the NFT.

This Agreement governs Your use of the Site.

Terms of Service

Your access and use of the Site is also subject to the our Terms of Service available at <https://ftx.us/TermsOfService.pdf>, as amended from time to time (“**Terms of Service**”). You acknowledge that you have carefully read and have accepted the Terms of Service because the Terms of Service governs your use of the Site. If there is a conflict between the Terms of Service and this Agreement with respect to your use of the Site or the NFTs, this Agreement controls.

Intellectual Property

You represent and warrant that you own and control all rights in and to your Artwork and have the right to grant licenses to us and our affiliates and respective licensees, successors. In submitting any Artwork, you must not include any third party intellectual property (such as copyrighted materials) unless you have explicit permission from that party or are otherwise legally entitled to do so. You are legally responsible for all Artwork submitted by you. We reserve the right to review and analyze your Artwork to help detect infringement and abuse, such as spam, malware and illegal content.

By submitting any Artwork, you grant us a worldwide, non-exclusive, royalty-free, perpetual, sublicensable and transferable license to use the Artwork for any purpose, including for the minting of the nonfungible token (“**NFT**”) linked to your Artwork and hosting such Artwork for you and future transferees of the nonfungible token, as well as for the promotion of our services.

You also grant all other users and future holders of your NFT a worldwide, non-exclusive, perpetual, and royalty-free license to view and access your Artwork.

Prohibited Activities

You will not:

- submit any Artwork that (a) violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil or criminal liabilities; (b) is fraudulent, false, misleading or deceptive; (c) is defamatory, obscene, vulgar, pornography or offensive; (d) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (e) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (f) promotes illegal or harmful activities or substantives;
- attack, hack, DDOS, interfere with, or otherwise tamper with the NFT or its underlying smart contract;

- access, tamper with or attempt to access our computer systems or networks;
- attempt to probe, scan or test the vulnerability of our system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair or otherwise circumvent any technological measures;
- interfere with, or attempt to interfere with, any other user or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing;
- impersonate or misrepresent your identity or affiliation;
- use the NFT or the services provided to you via the Site to conceal or transfer any proceeds relating to illegal or criminal activity;
- violate this Agreement, the Terms of Service or any applicable law or regulation; or
- encourage or enable any third party to do any of the foregoing.

No Obligations

We are not responsible for repairing, supporting, replacing or maintaining any website or network hosting your Artwork, nor do we have the obligation to maintain any connection or link between your NFT and the underlying Artwork. We reserve the right to terminate, delete, take down or otherwise remove the Artwork and disconnect the link between the applicable NFT and the underlying Artwork at any time for any reason, including but not limited to if (a) you or any other NFT holder engage in any illegal or unlawful activity, (b) you or any other NFT holder are deemed to be in violation of the intellectual property rights of third parties, in each case as determined by us in our sole discretion.

While we may facilitate the ability to sell, re-sale, buy, transfer, withdraw, or otherwise engage in transactions involving the purchase, sale, or other transfer of a NFT, this functionality is provided without any guarantees of uptime, functionality, or serviceability. We reserve the right to remove or otherwise limit any and all functionality, or to require additional conditions of access, for all users or any user or group of users, as determined by us in our sole discretion.

Disclaimers

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH WE DO NOT CONTROL. WE DO NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFT.

ANY NFTS MINTED FOR YOU ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE NFTS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE NFT OR ITS UNDERLYING SMART CONTRACT OR BLOCKCHAIN

NETWORK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE NFTS.

WE ARE NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE NFTS.

Indemnity

You shall and agree to defend, indemnify and hold us and our affiliates, and each of their directors, officers, employees, advisors, consultants, agents and representatives (collectively, “**Indemnified Parties**”) harmless from and against any and all claims, damages, losses, costs investigations, liabilities, judgments, fines, penalties, settlements, interest and expenses (including attorneys’ fees) that directly or indirectly arise from or are related to any claim, suit, action, demand or proceeding made or brought by a third party against an Indemnified Party, or on account of the investigation, defense or settlement thereof, arising out of or in connection with (a) your use of the Site, including the minting and creation of your NFT, (b) your breach or anticipatory breach of this Agreement, (c) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities in connection with your use of our services or the NFTs, (c) any actual or alleged infringement of the intellectual property rights of others by you, and (d) any act of gross negligence, willful or intentional conduct by you. You will cooperate as fully required by us in the defense of any such claims and losses. We retain the exclusive right to assume the exclusive defense and control of any claims and losses. You will not settle any claims and losses without our prior written consent.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER US NOR OUR AFFILIATES OR SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE NFTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE NFTS OR ACCESS THE ARTWORK, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE, OUR AFFILIATES, OR OUR SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, YOUR USE OF THE SITE, OR YOUR USE OF OR INABILITY TO USE OR INTERACT WITH THE NFTS OR ACCESS THE ARTWORK EXCEED TEN U.S. DOLLARS (USD \$10.00).

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

Governing Law; Dispute Resolution.

This Agreement and any action related thereto will be governed by the laws of the jurisdiction set forth in Section 29 (Governing Law and Forum Choice) of the Terms of Service. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be resolved in accordance with Section 30 (Dispute Resolution) of the Terms of Service.