

NFT TERMS

These NFT Terms govern your access to and use of the services offered by Beamo, Inc. to facilitate the purchase, storage, and transfer of certain non-fungible tokens (“NFT(s)”), and software provided on or in connection with those services (collectively, the “Service”). Certain features of the NFT Service may be subject to additional guidelines, terms, or rules (“Supplemental Terms”), which will be displayed in connection with such features. All such Supplemental Terms are incorporated by reference into this Agreement. If this Agreement are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

BEAMO IS NOT A BROKER, FINANCIAL INSTITUTION OR CREDITOR. BEAMO PROVIDES A PLATFORM WHERE NFT SELLERS CAN MINT NFTS FOR SALE TO PURCHASERS. BEAMO DOES NOT PROVIDE A MARKETPLACE FOR THE SECONDARY SALES OF SUCH ASSETS.. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT, IF YOU USE THE SERVICE TO PURCHASE AN NFT, THE PLATFORM OR THIRD-PARTY SELLER ORIGINALLY OFFERING SUCH NFT (THE “ORIGINAL OFFEROR”) SHALL BE AN INTENDED THIRD-PARTY BENEFICIARY OF THIS AGREEMENT WITH RESPECT TO ANY SUCH PURCHASE. YOU AGREE THAT BEAMO SHALL NOT BE A PARTY TO OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR, ARISING OUT OF, RELATING TO, ASSOCIATED WITH OR RESULTING FROM ANY DISPUTES BETWEEN YOU AND ANY ORIGINAL OFFEROR OF AN NFT IN RESPECT OF SUCH NFT OR SUCH NFT BEING CONSIDERED AN INVESTMENT CONTRACT OR ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS EMBODIED THEREBY OR INCLUDED THEREWITH.

ALL NFT SALES ARE AS-IS AND NON-REFUNDABLE (EXCEPT WHERE SUCH REFUNDS ARE REQUIRED BY LAW). YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF NFTS YOU PURCHASE THROUGH THE SERVICE OR ANY CLAIMS MADE BY ANY ORIGINAL OFFEROR OF SUCH NFTS. NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR THROUGH THE SERVICE, BEAMO MAKES NO CLAIMS ABOUT THE PROVENANCE, IDENTITY, LEGITIMACY, OR AUTHENTICITY OF NFTS THAT YOU MAY PURCHASE THROUGH THE SERVICE, OR ANY CLAIMS MADE BY ANY ORIGINAL OFFEROR OF SUCH NFTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE NOT RELYING ON BEAMO IN ANY WAY IN RELATION TO ANY SUCH REPRESENTATIONS WHICH HAVE BEEN MADE BY ANY OFFEROR.

PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS.

PLEASE BE AWARE THAT THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM US.

THIS AGREEMENT IS IMPORTANT AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ IT CAREFULLY. BY CLICKING ON ANY "I ACCEPT" BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, PURCHASING ITEMS THROUGH THE SERVICE, AND/OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. If you do not agree to this Agreement, you may not access or use the Service or purchase any NFTs through the Service. For existing users of the Service, you acknowledge and agree that this Agreement is effective beginning on the date on which you first accessed and/or used any Service.

THE SERVICE

The Service is a software application made available by Beamo that allows Registered Users (as defined below) to (i) engage in transactions directly with Beamo or with other Registered Users, including Registered Users acting as Original Offerors, for the sale and purchase of NFTs in exchange for fiat currency and/or cryptocurrency, in each case in accordance with the functionality of the Service and in accordance with the price and transfer terms displayed by the Service (each such transaction, a "Transaction"); and (ii) store and access such NFTs through one or more digital wallets made available by Beamo (each, a "Beamo NFT Wallet"). Such Transactions may be facilitated through Beamo's website directly, or through a Beamo plug-in or other integration on a third-party platform. You may only use certain portions of the Service by registering for an Account, as defined below.

Account Registration

In order to use certain features of the Service you will need to register for an account on the Service ("Account"). Your account is your account on Beamo's service. It is not the same as your Beamo Wallet, which is self-custodied by you and can be migrated to any other platform at any time by the use of private keys or recovery passphrases. You must be eighteen (18) years old or otherwise capable of forming a binding contract to register for an Account. By creating an Account, you agree to (i) provide accurate, current, and complete Account information about yourself, (ii) maintain and promptly update from time to time as necessary your Account information, (iii) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to the Service or your Account. You may not have more than one Account, and Beamo reserves the right to block multiple Accounts of the same user. We reserve our right to establish and conduct, at any time during the term of this Agreement, know-your-customer ("KYC") protocols in accordance with cryptocurrency industry's best practices regarding your use of the Service.

You may sign into the Service with or otherwise link your Account to a valid account that you hold through a compatible third-party service ("Third-Party Account") by allowing Beamo to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of such Third-Party Account. You represent that you are entitled to disclose your Third-Party Account login information to Beamo and/or grant Beamo access to your Third-Party Account (including, but not limited to, for use for the purposes described herein) without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account and without obligating Beamo to pay any fees or making Beamo subject to any usage limitations imposed by such third-party service providers. By granting Beamo access to any Third-Party Accounts, you understand that Beamo may access, make available and store (if applicable) any information, data, text, software, messages, tags and/or other materials accessible through the Service (collectively, "Content") that you have provided to and stored in

your Third-Party Account, solely as permitted by the functionality of the Service and your permission settings in such Third-Party Account. Please note that if a Third-Party Account or associated service becomes unavailable, or Beamo's access to such Third-Party Account is terminated by the third-party service provider, then any Content made available from or through such Third-Party Account may no longer be available on and through Service. You may have the ability to disable the connection between your Account and your Third-Party Accounts at any time by accessing your settings within such Third-Party Account. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND BEAMO DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. Beamo makes no effort to review any Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and Beamo is not responsible for any Content.

You agree that you will not (i) buy, sell, rent, or lease access to your Account without our written permission; (ii) register or attempt to register for a new Account without our written permission after your Account has been disabled or deleted by us; (iii) share your Account password with anyone; or (iv) log in or try to log in to access the Service through unauthorized third party applications or clients.

Know Your Client

When you register for your Account, you agree to provide Beamo with any information we request for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud or any other financial crime and permit us to keep a record of such information. Beamo reserves the right to require you to provide additional information and documents as it believes reasonably necessary, including at the request of any competent authority or in order to assist Beamo with complying with its obligations under applicable law, regulation, or policy, including laws related to anti-money laundering and the financing of terrorism. Beamo may also require you to provide additional information and documents in cases where it has reason to believe that: (i) your Account is being used for money laundering or for any other illegal activity; (ii) you have concealed or reported false identification information and other details; or (iii) Transactions effected via your Account were effected in breach of this Agreement. In such cases, Beamo, in its sole discretion, may pause or cancel your Transactions until such requested additional information and documents have been reviewed by Beamo and accepted as satisfying the requirements of applicable law, regulation, or policy.

If you do not provide complete and accurate information and documents in response to such a request, or Beamo is otherwise unable to verify your identity, or we have actual indications of fraud or violation of applicable legislation or regulation from your side, Beamo may, in its sole discretion:

- suspend your account temporarily while we investigate further
- reverse or rescind any NFT purchase Transaction that it reasonably suspects has been conducted in violation of applicable law, fraud or this Agreement;
- refuse to provide any NFT, Content, product, service and/or further access to the Service to you; and/or

- if no other remedy is available and you have not complied with our requests to verify your compliance with applicable legislation, terminate your Account;
- all without no compensation whatsoever for you.

If your account is terminated for reasons described above, you hereby acknowledge and accept that Beamo may not be lawfully able to return your NFTs or any cryptocurrency to you, any NFT left behind in your Beamo Wallet shall be repossessed by Beamo, and thus you hereby waive any right you may have over such NFT(s) and any legal action to claim back ownership or any other right over the abovementioned NFT(s).

Consent to Electronic Communication

By creating an Account, you consent to receive electronic communications from Beamo (e.g., via email or by posting notices to the Service). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

When you register for an Account, you hereby represent and warrant, to and for the benefit of Beamo, its affiliates and its and their respective representatives, as follows:

Accuracy of Personal Information. All information provided to Beamo and/or its third-party designees, including address and social security number or tax ID number, if requested, is accurate and complete. None of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure; or (C) a national or resident of any jurisdiction subject to a U.S. trade embargo.

Independent Investigation and Non-Reliance. You are sophisticated, experienced and knowledgeable in the buying, selling or trading of NFTs, as applicable. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by this Agreement, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to buy, sell or trade any NFTs using the

Service, you have relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets and digital goods generally, including the NFTs, are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the NFTs) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Beamo, in determining to enter into this Agreement or to buy, sell or trade any NFTs or otherwise use the Service.

Litigation. There is no legal proceeding pending that relates to your activities relating to NFTs, other digital assets, or blockchain technology.

Compliance. You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies, token trading activities or NFT purchase and/or sale. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice relating to NFTs.

You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

Fees and payment.

Any user of the Service will pay to Beamo any fees or charges (collectively, "Fees") charged by Beamo for the provision of such Service or for any other goods or services provided by Beamo at the rates or prices such Services are expressed to cost. All Fees are non-cancellable, non-refundable, and non-recoupable. All invoices for Fees, if any, are due and payable immediately on presentation in the currency of Beamo's choice. Interest shall accrue starting on the seventh day after the due date at the lesser of 5% per month or the highest rate permitted by law. Users of the Service are responsible for all federal, state, local, sales, use, value added, excise, or other taxes arising from the provision of the Service or any transaction contemplated by this Agreement.

Purchasing an NFT

In order to purchase an NFT using the Service, you must provide a valid and accepted payment method, such as your credit card (your "Payment Method"). Upon Beamo's authorization and verification of your Payment Method(s), you will be able to engage in Transactions. You are responsible for keeping all information for your Payment Method updated and accurate through the term of this Agreement.

Users who have registered for an Account (each, a "Registered User") and have provided a valid Payment Method to Beamo can use the Payment Method to purchase an NFT being offered for sale in a primary NFT mint using Beamo's platform, including without limitation (i) an Original Offeror that has integrated the Service into its platform; and (ii) an Original Offeror offering an NFT that they own for sale through a

third-party platform that has integrated the Service into its platform. All pricing for such NFTs is set by the seller of such NFTs and listed at point of sale or otherwise through the platform on which such seller makes such NFTs available for purchase.

When you use the Service to purchase an NFT offered for sale by an Original Offeror, you agree and understand that after Transaction with you by charging or debiting your chosen payment method and delivering to your Beamo Wallet the NFT you have purchased from the seller. Beamo does not have custody over any Beamo wallet, which is self-custodied by Beamo users with their recovery passphrases.

When you use the Service as an Original Offeror, you further acknowledge and agree that Beamo may withhold payment due on any NFT sale made via any credit or debit card for up to ninety (90) days to account for chargebacks, returns, or other legal or regulatory requirements.

Beamo will facilitate the transfer of any NFT you purchase using the Service to your Beamo Wallet as soon as your payment has cleared. The transfer of any NFT from a seller to your Beamo Wallet, may take up to three business days but in some cases may be longer. Beamo is not responsible for any delays related to such transfer and/or any damage or loss this may cause you, if any. Beamo may also require you to provide additional information and documents in connection with a Transaction where it has reasons to believe that: (i) your Account is being used for money laundering or for any other illegal activity; (ii) you have concealed or reported false identification information and other details; or (iii) Transactions effected via your Account were effected in breach of this Agreement. In such cases, Beamo, in its sole discretion, may pause or cancel such Transaction until such requested additional information and documents have been reviewed by Beamo and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information and documents in response to such a request, or Beamo is otherwise unable to verify your identity, Beamo may, in its sole discretion, (A) reverse or rescind any NFT purchase Transaction that it reasonably suspects has been conducted in violation of applicable law or this Agreement; and/or (B) refuse to provide any NFT, Content, product, service and/or further access to the Service to you.

If your Transaction cannot be completed for any reason (including price movement, market latency, technical error, or order size), Beamo will reject the order and notify you of such rejection. In the event a Transaction cannot be completed, (i) If your card has not been charged, Beamo will authorize a release of any hold on your card in connection with a rejected order; and (ii) if your card has already been charged, Beamo will initiate a refund to your card. You will not be irrevocably charged for a rejected Transaction unless it is due to your breach of this Agreement or agreement with the provider of your Payment Method, or otherwise as set forth expressly in these terms.

Your Beamo Wallet

Your Beamo Wallet is a non-custodial wallet which can be exported anywhere via private keys. Once an NFT is transferred to your Beamo Wallet, you are solely responsible for its security and custody. Beamo assumes no responsibility for any loss or destruction of any NFT after it has been transferred to your Beamo wallet.

Pricing; Payment

Any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase.

All pricing and fees will be set forth at the time and point of sale. By using the Service you agree to pay all applicable fees. Beamo reserves the right to adjust its pricing and fees at any time. We will notify you of the pricing and fees which apply to your Transaction when you authorize the Transaction and in each receipt we issue to you. Our fee may include gas fees to process a Transaction, which we will calculate in our discretion, as well as the gas fees for the eventual export of the NFT out of the Beamo Wallet in the future. We will notify you of the total amount of your purchase at or before the time you authorize the Transaction. You are responsible for paying any additional fees charged by your financial services provider. In the event that we receive a payment in an amount less than the total due for the relevant Transaction, we will reject the order, notify you of the reason for the rejection, and (except where otherwise required to comply with applicable law) return the payment less our processing costs. You may be responsible for additional transaction fees, including gas fees, in connection with your Transaction.

When a Transaction is initiated through your Account, we will assume that you authorized such Transaction, unless you notify us otherwise. If you believe you did not authorize a particular Transaction or that a Transaction was incorrectly carried out, you must contact us as soon as possible. While we endeavor to assist with unauthorized or erroneous Transactions, we cannot guarantee that we will be able to reverse or correct any Transaction once it has been initiated.

You cannot cancel, reverse or change any Transaction marked as complete or pending. If your payment is not successful, if your Payment Method has insufficient funds or if you reverse a payment made from funds in your bank account, you authorize Beamo, in its sole discretion, to either cancel the Transaction or to debit your any of your other Payment Methods in any amount necessary to complete the Transaction on its original terms. You agree to make any such payment upon Beamo's request. You are responsible for maintaining an adequate balance and/or sufficient credit limits in order to avoid

overdraft, non-sufficient funds (NSF) or similar fees charged by your financial services provider. We reserve the right to refuse to process or to cancel or reverse any Transaction in our sole discretion, even after funds have been debited from your Payment Method(s), if we suspect the Transaction violates this Agreement. In such instances, Beamo will reverse the Transaction and we are under no obligation to allow you to reinstate a purchase or sale order at the same price or under the same terms as the cancelled Transaction.

Beamo may use a third-party payment processor to process any payment you make to Beamo. Beamo may add or change any payment processing services at any time. Such services may be subject to additional terms or conditions. Whether a particular currency or cryptocurrency is accepted as a payment method by Beamo is in Beamo's sole discretion and subject to change at any time.

Beamo may from time to time make available certain conditional offers, promotional prices, or discounted fees (each, a "Promotion") to new or existing users of the Service. The rules governing such Promotion will be made available in connection with such Promotion. Beamo will determine your eligibility for any Promotion in its sole discretion and may change the terms of or terminate a Promotion at any time, with or without notice to you.

Ownership

Unless otherwise indicated in writing by us, the Service and all Content and other materials contained therein, including, without limitation, the Beamo logo, are the proprietary property of Beamo or our affiliates, licensors or users, as applicable.

Notwithstanding anything to the contrary in this Agreement, the Service and Content may include software components provided by Beamo or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

The Beamo logo and any Beamo product or service names, logos or slogans that may appear on the Service are trademarks of Beamo or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Beamo," or any other name, trademark or product or service name of Beamo or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Beamo and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and other names or logos mentioned on the Service 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.

Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Beamo.

License to Our Service and Content

The Service may include the provision of message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, group pages, discussion threads, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Service, including but not limited to the purchase of any NFT, you grant us and our affiliates and service providers, and each of their and our licensees, successors, and assigns an irrevocable, perpetual, royalty-free right to use, republish, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns; and that all of your User Contributions do and will comply with such terms and conditions as Beamo may from time to time set. .

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. You agree that all User Contributions will comply with the Acceptable Use Policy set out herein. Beamo reserves the right to remove or moderate any User Contributions which it in its sole and absolute discretion finds objectionable at any time, or ban any user who posts any User Contribution which Beamo in its sole and absolute discretion finds objectionable at any time, with or without notice to you.

You are hereby granted a limited, revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, “as-is” license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to this Agreement and does not include any right to (i) sell, resell, or use commercially the Service or Content, (ii) distribute, publicly perform, or publicly display any Content, (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (iv) use any data mining, robots, or similar data gathering or extraction methods, (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (vi) use the Service or Content other than for their intended purposes..

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Service for noncommercial purposes, provided that such link does not portray Beamo or our affiliates or any of our Services, Content, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable in Beamo’s sole discretion. This limited

right may be revoked at any time. You may not use a logo or other proprietary graphic of Beamo to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Beamo trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.

Beamo may from time-to-time change or discontinue any or all aspects or features of the Service, including by deactivating or deleting Accounts that Beamo in its sole discretion determines have been abandoned. In such events, you may no longer be able to access, interact with or, read the data from the Service.

Third-Party Services; Third-Party Terms

The Service may contain links to third-party properties (“Third-Party Properties”) and applications (“Third-Party Applications”). When you click on a link to a Third-Party Property or Third-Party Application, you are subject to the terms and conditions (including privacy policies) of another property or application. Such Third-Party Properties and Third-Party Applications are not under the control of Beamo. Beamo is not responsible for any Third-Party Properties or Third-Party Applications. Beamo provides links to these Third-Party Properties and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Properties or Third-Party Applications, or their products or services. You use all links in Third-Party Properties, and Third-Party Applications at your own risk. When you leave our Service, this Agreement and our terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Properties or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

The Service and Content may include components, including software components, that are provided by a third party and that are subject to separate license terms, in which case those license terms will govern your access to and use of such components. For example, when you click to get more details about an NFT, you may see a link to the Third-Party Property from which such NFT originated. Our Service and/or any Third-Party Property may include terms governing the use of such NFT, including license terms. In the event you purchase such NFT through our marketplace, you are required to comply with the terms that govern such NFT, which may be different from this Agreement.

Acceptable Use Policy

You agree that you are solely responsible for your conduct while participating in the purchase or sale of NFTs or otherwise accessing or using the Service. You agree that you will abide by this Agreement and will not:

- Provide false or misleading information to Beamo;
- Use or attempt to use another user’s Account without authorization from such user and Beamo;
- Pose as another person or create a misleading username;

- Circumvent or attempt to circumvent any limitations or restrictions placed on Promotions offered by Beamo;
- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;
- Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- Bypass or ignore instructions that control all automated access to the Service;
- Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement;
- Use the Service to carry out any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Service;
- Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:
- trading an NFT at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such NFT, unduly or improperly influencing the market price for such NFT or establishing a price which does not reflect the true state of the market in such NFT;
- for the purpose of creating or inducing a false or misleading appearance of activity in an NFT or creating or inducing a false or misleading appearance with respect to the market in an NFT: (A) executing or causing the execution of any Transaction in an NFT which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of an NFT with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such NFT, has been or will be entered by or for the same or different parties; or
- participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of an NFT;
- Use the Service to purchase, acquire, store, sell, or otherwise transfer any NFT that violates our NFT Content Policy;

- Use the Service to carry out any financial activities subject to registration or licensing, including but not limited to using the Service to transact in securities, commodities futures, trading of commodities on a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions; or
- Use the Service to participate in or facilitate fundraising subject to regulation for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (i) are redeemable for financial instruments, (ii) give owners rights to participate in an ICO or any securities offering, or (iii) entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

For the avoidance of doubt, you represent and warrant that the NFTs you purchase, sell or otherwise use through our the Service are digital collectibles only, and bear no resemblance to, and are not, a security as may currently be defined by law or regulation, in neither form nor function; specifically, the transactions to be performed through the Service will not constitute an “investment contract”, and thus they would fail the “Howey Test” as set forth in SEC v. W.J. Howey Co, 328 U.S. 293 (1946) so that the NFTs are not considered securities under any circumstances.

Investigations. Breach

If Beamo becomes aware of any possible violations by you of this Agreement, Beamo reserves the right to investigate such violations. If, as a result of the investigation, Beamo believes that any illicit or otherwise criminal activity may have occurred, subject to applicable law, Beamo reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Beamo is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including Content, in Beamo’s possession in connection with your use of the Service, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement, (iii) respond to any claims that Content violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property or personal safety of Beamo, its users, or the public, and all law enforcement or other government officials, as Beamo in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning your use of the Service, including without limitation text, voice, or video communications.

In addition to the above, if pursuant to this investigation, Beamo has reasonable evidence to support that you have violated this Agreement and/or you have engaged in any illicit or otherwise criminal activity, Beamo may, in its sole discretion:

- suspend your account;
- reverse or rescind any NFT purchase or transaction that it reasonably suspects has been conducted in violation of applicable law, fraud or this Agreement;
- refuse to provide any NFT, Content, product, service and/or further access to the Service to you;
- withhold any amount that may be due by Beamo to you for any pending transaction; and/or
- if no other remedy is available and you have not complied, to our satisfaction, with our requests to verify your compliance with applicable legislation, terminate your Account;

- all without no compensation whatsoever for you, and without prejudice to additional indemnities and damage claims that may be applicable pursuant to this Agreement or applicable legislation.

If your account is shut down due to suspected unlawful use, you hereby acknowledge and accept that Beamo has the right to block your access to its services including your recovery passphrase and private keys, regardless of whether you have saved this information offline. Beamo may either delete your account or suspend it subject to the further orders of law enforcement. You hereby waive any right of access you may have to Beamo's services or your data in the circumstances d.

Additionally, Beamo will also be entitled to confiscate and repossess any NFT(s) that have been minted through transactions where a refund has been successfully processed in favor of the user or where, after the corresponding dispute proceeding has finalized, it has been deemed that such NFT is the property of Beamo or (for whatever reason, such as being the result of an erroneous transaction) there is no ownership title whatsoever.

Release

You hereby release and forever discharge Beamo and our affiliates, officers, employees, agents, successors, and assigns (the "Beamo Entities") from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other users of the Service or any Third-Party Properties). YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, OR ANY SIMILAR LAW OR RULE OF ANY OTHER JURISDICTION, WHICH STATES IN SUBSTANCE: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Assumption of Risk Related to NFTs

You acknowledge and agree that:

- The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs, which may also be subject to significant price volatility. We cannot and do not guarantee that any NFTs will not lose value.
- You are solely responsible for determining what, if any, taxes apply to Transactions involving your NFTs. Neither Beamo nor any of the Beamo Entities is responsible for determining the taxes that may apply to Transactions involving NFTs.
- NFTs exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such NFTs.
- There are risks associated with using digital currency and digital assets, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software

introduction, and the risk that third parties may obtain unauthorized access to information stored within your Account.

- The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Service and the utility of NFTs.
- There are risks associated with purchasing NFTs, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable.
- Beamo reserves the right to hide NFTs that Beamo suspects or believes may violate this Agreement. In such case, NFTs you purchase may become inaccessible on the Service. Under no circumstances shall the inability to access or view your NFTs on the Service serve as grounds for a claim against Beamo.
- Beamo has no responsibility for the NFTs purchased or stored through the Service. Beamo does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any NFT.
- Beamo makes no representation, guarantee, or warranty of the authenticity or legality of any NFT or any Original Offeror.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Beamo and the Beamo Entities from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to this Agreement or your use of the Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, Content or NFTs, including, without limitation, any act or omission involving any third party in connection with the purchase, storage, or withdrawal of any NFTs hereunder; (b) any feedback you provide; (c) your violation of this Agreement; (d) your violation of the rights of any third party, including another user; (e) any breach or non-performance of any covenant or agreement made by you; or (f) the purchase, storage, or withdrawal of any NFTs. You agree to promptly notify Beamo of any third-party Claims and cooperate with the Beamo Entities in defending such Claims. You further agree that the Beamo Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND BEAMO.

Disclaimers

THE SERVICE AND CONTENT CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. BEAMO (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE

ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. BEAMO DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. BEAMO DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE BEAMO ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, BEAMO CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY NFT LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

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

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT BEAMO OR ANY BEAMO ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS. WE CANNOT AND DO NOT GUARANTEE THAT ANY NFT WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY NFT PURCHASED THROUGH THE SERVICE.

Beamo is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the NFTs. Beamo is not responsible for casualties due to any delay or failure to report any issues with any blockchain supporting NFTs, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under

the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BEAMO BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE, ANY ITEMS, 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 AND EVEN IF BEAMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF BEAMO ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), OR ANY NFTS PURCHASED, STORED, OR WITHDRAWN THROUGH THE SERVICE EXCEED \$100.

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.

Dispute Resolution; Arbitration

Please read the arbitration agreement in this Section (“Arbitration Agreement”) carefully. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Service, to any products sold or distributed through the Service, to any NFTs, or to any aspect of your relationship with Beamo, will be resolved by binding arbitration, rather than in court, except that (i) you may assert claims or seek relief in small claims court if your claims qualify; and (ii) you or Beamo may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to us at support@Beamo.io. The

arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Beamo will pay them for you. In addition, we will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$500 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Contact Information

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