

These terms and conditions constitute a legally binding agreement (the “Agreement”) between you (hereinafter referred to as “you”, “your” or “user”) and XRRRPirate skulls (hereinafter referred to as “XrrrPirates“, “we”, “us” or “our”), governing your purchase of NFTs as part of our NFT Collection Offering (the “Offering”).

BY ENTERING INTO THIS AGREEMENT AND PARTICIPATING IN THE OFFERING, YOU EXPRESSLY ACKNOWLEDGE THAT YOU READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS OF THE PLATFORM(S) WHERE OUR NFTS ARE LISTED (COLLECTIVELY REFERRED TO AS THE “TERMS”). IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT PARTICIPATE IN THE OFFERING.

## 1. KEY DEFINITIONS

- “Art” means any images, designs, graphics, logos, taglines, and drawings that may be associated with an NFT in which you acquire Licensed Rights.
- “Equivalent” means the market value, in US Dollars, of the relevant amount of cryptocurrency on the day of transaction.
- “Name and Likeness” means name, nicknames, images, likenesses, marks, copyrights, and all other intellectual property of Pirate skulls.
- “NFT” means any blockchain-tracked, non-fungible token.
- “Licensed NFT” means an NFT from XrrrPirates.
- “Licensed Rights” means your rights to a Licensed NFT acquired from a legitimate source, where proof of such purchase is recorded on the applicable blockchain.
- “Third Party IP” means any third-party patent rights, copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

## 2. OWNERSHIP

XrrrPirates owns and retains all right, title, and interest, including all related intellectual property rights, in and to the Licensed NFTs, Arts, Name and Likeness. Your rights related to the Licensed NFT and the Art are limited to those specifically granted herein. You obtain no other rights or ownership interest of any kind. All rights that are not granted in this Agreement are reserved by XrrrPirates.

## 3. LICENSED RIGHTS

Subject to the Terms of this Agreement, XrrrPirates grants you a non-exclusive, worldwide, royalty-free license to display and use the Art of your Licensed NFTs solely for your personal and non-commercial entertainment purposes.

Transfer of license: You have a limited right to transfer the granted rights in the

Licensed NFTs only with the below conditions:

- a. You should have active and valid license to the Licensed NFTs.
- b. The transferee must acknowledge and accept all the Terms of this Agreement.
- c. XrrrPirates is entitled to receive ten percent (10%) of all gross amounts paid by the transferee for the Licensed NFTs, including price for transferring rights and other related fees.

These amounts shall be paid to XrrrPirates in full and without any deductions, such as fees required for the transfer or any other charges.

For example, in case of a transfer price Equivalent to \$10,000, XrrrPirates shall receive the Equivalent of \$1000. And if an additional \$5,000 compensation is paid, XrrrPirates shall also receive the Equivalent of \$500. In total, from this transfer XrrrPirates shall receive \$1500.

- d. A valid e-mail address of the transferee must be provided to XrrrPirates.

#### 4. NO REFUNDS

You hereby acknowledge and accept that all purchases of Licensed NFTs and associated charges are non-refundable. This clause applies without exceptions, even if you cease to use the Licensed NFT or terminate this Agreement, or a breakdown occurs to the operations of any elements of the Licensed NFT, or any other reason whatsoever.

#### 5. RESTRICTIONS

You hereby acknowledge and agree that you are not allowed, nor will you permit any third party, to perform the below actions without express written consent of XrrrPirates:

- a. Alter, transform or in any way modify the Licensed NFT or its Art, including changes to design, shapes, colors, or elements.
- b. Use the Licensed NFT or its Art for any commercial purposes, including displaying in ads, promotions, or other marketing means, or using in videos or other

media to sell or distribute to gain income, etc.

- c. Use the Licensed NFT or its Art in relation to pictures, images, videos, or other forms of media that illustrate, display, or promote hate, violence, intolerance, cruelty, suicide, drugs and supplements, weapons, pornography or other “adult only” or sexually explicit activities, prostitution, dating or escort activities, trafficking, political campaigns, discrimination based on gender, sexual orientation, race, religion, national origin, disability, or otherwise in any way violate the rights of others.
- d. Try to get additional intellectual property rights in the Licensed NFTs through registering trademark, copyright, or using other methods.

In the event if the Licensed NFT or its Art contain Third Party IP, the use of such Licensed NFT or its Art may depend on the type and essence of the license granted from the owner of the Third-Party IP and may apply further conditions for using the Art. In such cases XrrrPirates will inform you of any additional terms or restrictions in writing through an email notification. You will be deemed to be notified and will be held responsible for complying with the new terms from the date of notification. Failure to comply with the sent terms and restrictions will be considered as a breach of this Agreement.

These restrictions shall remain in full force and survive the expiration or termination of this Agreement.

## 6. TERMINATION OF THE LICENSE

This Agreement shall automatically terminate, and all the rights licensed herein shall be revoked in the following cases:

- a. If you breach any Terms of this Agreement.
- b. If you use the Licensed NFT in any way not consistent with the terms of this Agreement, including selling, donating, or distributing the Licensed NFT for any reason other than the one expressly granted herein.
- c. If you become insolvent, file a petition of bankruptcy.
- d. If you engage in an illegal activity related to the Licensed NFT.
- e. If you initiate a lawsuit against XrrrPirates or any of its employees, officers,

affiliates, or agents.

## 7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

XrrrPirates MAKES NO REPRESENTATION, GUARANTY, OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE QUALITY, NON-INFRINGEMENT, OR FITNESS OF LICENSED NFTS FOR ANY PARTICULAR PURPOSE. THE LICENSED NFTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. FURTHERMORE, XrrrPirates MAKES NO GUARANTEES THAT THE LICENSED NFTS, OR ITS SUPPORTING SYSTEMS OR TECHNOLOGY, ARE ERROR-FREE, RELIABLE, UP-TO-DATE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL XrrrPirates BE LIABLE TO YOU FOR ANY GENERAL, SPECIAL, INCIDENTAL, DIRECT OR INDIRECT DAMAGES, PERSONAL INJURY, COSTS, EXPENSES, LOSS OF PROFIT, LOSS OF DATA OR OTHER INFORMATION, COMPUTER OR OTHER EQUIPMENT MALFUNCTION, TECHNOLOGY FAILURE, BREACH OF SECURITY, CONSEQUENTIAL, EXEMPLARY, OR DISCIPLINARY DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR USE OF LICENSED NFTS, EVEN IF XrrrPirates BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. XrrrPirates SHALL NOT BE LIABLE FOR ANY SYSTEM CORRUPTION, ANY DOWNTIME OF THE SERVERS, OR SUSPENSION OF SERVICES, OR PLATFORM INTERRUPTIONS. XrrrPirates TAKES NO LIABILITY AND SHALL NOT BE HELD LIABLE FOR ANY POSSIBLE DISRUPTIONS, ERRORS, DELAYS, OR COMMUNICATION FAILURES DURING THE PURCHASE OF LICENSED NFTS. YOUR USE OF THE LICENSED NFTS IS AT YOUR OWN DISCRETION AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN ANY EVENT THE MAXIMUM AGGREGATE LIABILITY OF XrrrPirates SHALL NOT EXCEED TEN PERCENT (10%) OF THE TOTAL AMOUNT PAID BY YOU FOR THE LICENSED NFT.

## 8. ASSUMPTION OF RISK

Our Licensed NFTs are intended solely for entertainment purposes. The use of the NFTs for other purposes may imply a number of risks. You hereby acknowledge the following potential risks associated with the use of NFTs:

- a. The prices in NFT markets are highly volatile and the values of digital assets, including NFTs, constantly fluctuate. Therefore, there is no guarantee regarding the value of any digital asset.
- b. There are a number of factors that may impact on the market value of an NFT, including marketability, publicity, popularity, etc. Negative events or actions may have negative effect and cause the value of the Licensed NFT to decrease.

c. Other risks connected to the use of Internet-native assets, including NFTs, comprise technical risks, such as hardware and software failure, malicious software, internet connection disruption, other technological issues, or security risks, such as hacked system, security weaknesses, unauthorized access to digital assets, accounts, or wallets, risk of mining attacks, cyber-attacks.

d. There is a risk to lose the access to Licensed NFT if you lose your private key(s), or as a result of a custodial error or other errors.

e. The regulatory requirements governing the blockchain technologies and tokens frequently change. These alterations and continuous implementation of new control mechanisms, especially unfavorable or rigorous regulation requirements may create obstacles in using NFTs and hence negatively affect on their market value.

f. Risks related to the operation of the XRP/solo platform, such as a failure or discontinuation of the platform, or upgrades, a hard fork, or other significant changes in the platform. These changes may have unplanned and unfavorable impact on blockchains using such technologies, including our Licensed NFTs.

g. Potential risks related to tax consequences associated with the use and/or transfer of NFTs.

h. Risk of fraud and counterfeiting, including copyright theft, replication of NFTs, etc.

i. You should also consider that NFTs are not considered as a legal tender and are not back by any government or any physical commodity.

j. XrrrPirates does not represent or guarantee that the Licensed NFT or its Art will be accessible during any specific period of time or be available on the Internet or at any other specific location.

k. XrrrPirates does not make any representations or guarantees related to the services, applications, availability, or safety of any digital wallets or any third parties related to the sale of the Licensed NFTs.

l. XrrrPirates does not take any liability and shall not be held responsible for any transactions between you and a third party.

You acknowledge that your use of the Licensed NFTs is entirely at your own risk. You are solely responsible for any decision that you take regarding the use or transfer of

Licensed NFTs, including obtaining sufficient information and defining the type and level of potential risks.

## 9. ELIGIBILITY

To be eligible to participate in XrrrPirates Collection Offering you should meet all the below conditions:

- a. You should be of legal age and have the right and authority to enter into this Agreement. By purchasing a Licensed NFT, you represent that you are at least eighteen (18) years old.
- b. You should be capable to follow the Terms of this Agreement and perform all your obligations.
- c. You should be the lawful holder of the currency used for the purchase of the Licensed NFT.

You cannot participate in the Offering if your user privileges were temporarily or permanently deactivated.

You are not allowed to share your user credentials with any third party. You are the sole authorized user of your credentials, and it is under your responsibility to keep all such details confidential and secure.

## 10. INDEMNITY

You agree to indemnify, defend, and hold XrrrPirates and all of its employees, officers, representatives, agents and partners harmless from any suits, claims or demands, losses, damages, liabilities, expenses, including reasonable attorneys' fees, due to or arising out of your (a) use or transfer of the Licensed NFT; (b) violation of these Terms or any law or regulation; or (c) violation of any right of a third party, including intellectual property or other rights such as trademark, trade secret, copyright, etc.; (d) other activities related to the Licensed NFT or the Offering.

This indemnification obligation shall survive the termination of this Agreement and your use of the Licensed NFT.

## 11. TRANSLATIONS

This Agreement is executed in English. In the event this Agreement is translated into a language or languages other than English, this English version shall control and prevail on all questions or interpretations or any disputes arising under this Agreement.

## 12. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to conflict of law principles. In the event of any legal action or proceeding to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Wyoming, United States.

## 13. SEVERABILITY AND NO WAIVER

If any provision of this Agreement is held to be unenforceable or invalid, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue to be in full force and effect.

Any failure of either party to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision.

## 14. CHANGES TO THIS AGREEMENT

XrrrPirates hereby reserves the right to amend this Agreement from time to time. Whenever any change is made, the modified version of the Agreement with an updated effective date will be available on our website. All changes shall be effective from the date of posting and you are responsible for regularly checking the website and reviewing these Terms. Your continued use of the Licensed NFT and the Art following the posting of changes will indicate your acceptance of such modifications.

## 15. CONTACT US

For any enquiries, notices, claims and complaints relating to this Agreement or the Licensed NFTs, please contact XrrrPirates via email at [xrrrpirate@gmail.com](mailto:xrrrpirate@gmail.com)