

TERMS OF SERVICE

Updated: August 17, 2022

1. Project Overview

The following terms and conditions constitute a legally binding agreement (together with any terms and conditions incorporated herein by reference, this “Agreement” or the “Terms”) between you (referred to herein as “you”, “your”, or “user”) and The Fractional Token Company d/b/a Tessera (“Tessera”, “we”, “us”, “our”, or the “Company”), as the sponsor of the Tessera Podcast NFT Project (“Tessera Podcast”), governing your interaction with the Tessera Podcast NFT (as defined below) collection. By entering into this Agreement, participating in the minting, purchasing, or sale of a Tessera Podcast NFT (either directly from us or on resale), using the Site, participating in the Tessera Podcast Discord server, and/or otherwise participating in the Project (as such term is defined below), you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to the terms set forth in this Agreement, you must not use the Site or participate in the Project.

BY ACCESSING OR USING ANY PART OF THE SITE OR ENGAGING WITH THE PROJECT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN A TERMS OF SALE AGREEMENT, AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS.

PLEASE READ SECTION 14 OF 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. 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 YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS.

The Project consists of the various Tessera Podcast NFTs running on the Ethereum network (each, a “Tessera Podcast NFT”), each of which may grant you access to certain intended benefits associated with the Tessera Podcast, including: token-gated early access to episodes of Season 0 of the Tessera Podcast and other ancillary membership benefits for Season 0 of the Tessera Podcast.

If you have any questions about these Terms, please contact us by email at admin@tessera.co.

2. Our NFT Drop.

(a) The Tessera Podcast NFTs are minted through a smart contract on the Ethereum Blockchain. A blockchain is a distributed digital ledger of transactions maintained by a distributed peer-to-peer computer network that cryptographically validates transactions and records such transactions on the ledger. The Tessera Podcast NFTs are recorded on the

Ethereum Blockchain, and we use smart contracts to allow you to buy, claim, sell, send and receive Tessera Podcast NFTs. You acknowledge and agree that certain information, including your cryptocurrency wallet address and the transactions you conduct through that cryptocurrency wallet address, may be publicly available and viewable on the Ethereum Blockchain. Your Tessera Podcast NFTs can be transferred on the Ethereum Blockchain (or another blockchain as technology permits) from one cryptocurrency wallet address to another cryptocurrency wallet address.

(b) At selected times determined by us, we will make Tessera Podcast NFTs available for purchase or claim through the Site. The price for each Tessera Podcast NFT will be designated in ETH, in our sole and absolute discretion. We cannot, and expressly do not, guarantee that Tessera Podcast NFTs will be available for purchase at the time you seek to purchase one. We expressly reserve the right to modify the types, prices and number of Tessera Podcast NFTs available at our sole and absolute discretion at any time and from time to time.

(c) Tessera Podcast NFTs are minted directly into the cryptocurrency wallet you have connected to the Site and through which you made your payment in ETH. We never hold custody nor take ownership or possession of your Tessera Podcast NFT. You acknowledge and agree that if you decide to purchase a Tessera Podcast NFT outside of the Site, such purchases will be entirely at your sole risk.

(d) You are responsible for ensuring your cryptocurrency wallet address has a sufficient amount of the ETH to cover your purchase as well as any applicable Gas Fees.

(e) At your own risk, you are permitted to sell, trade, or distribute your Tessera Podcast NFT on any smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs ("Secondary Marketplaces"). Note that Tessera Podcast NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace.

(f) This Agreement only relates to your use of the Site, and does not relate to any other website or Internet-based services, including, but not limited to, Secondary Marketplaces or other websites or browser extensions to which the Site may link (collectively, "Third-Party Sites"). References or links to any Third-Party Site are provided for your convenience and information only, for example, to make it convenient for you to trade your Tessera Podcast NFT. Such links should not be interpreted as endorsements by us of any Third-Party Site. When you click such link, we may not warn you that you have left the Site and are subject to the terms and conditions and privacy policies of a Third-Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Sites.

(g) You acknowledge and agree that we are not a party to any agreement or transaction where you trade on any Secondary Marketplace a Tessera Podcast NFT which was initially purchased via the Site, whether or not a commission or fee is received by us as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.

(h) We may provide experiences on Social Media Platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is subject to the terms of use and privacy policies of those platforms and related services. We have no control over such Social Media Platforms or related services.

(i) Every transaction on the Ethereum Blockchain requires the payment of a transaction fee known as a "Gas Fee". This means that you are required to pay a Gas Fee for each purchase of a Tessera Podcast NFT via the Site. If you seek to transfer your Tessera Podcast NFT via a secondary marketplace you may also incur Gas Fees or other transaction costs. Gas Fees are paid to the network of computers that operate the Ethereum blockchain and are not paid to the Company. Note that Gas Fees often fluctuate based on a number of factors that are entirely out of our control.

(j) You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other Governmental Authority associated with your use of the Site (collectively, the "Taxes"). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including, without limitation, Gas Fees) made to us pursuant to this Agreement.

(k) If you sell your Tessera Podcast NFT via a secondary marketplace, such transaction is subject to a transaction fee determined by us, in our sole discretion (a "Transaction Fee") which Transaction Fee may be automatically deducted from the sale proceeds you receive for your Tessera Podcast NFT. All Transaction Fees are applied to the final sale price of the Tessera Podcast NFT and are collected and distributed to us at the time of sale through smart contracts on the Ethereum Blockchain and/or Secondary Marketplaces.

(l) Tessera Podcast NFTs are meant to be fun pieces of digital collectibles for you to collect. When you purchase a Tessera Podcast NFT, you agree that your purchase of the Tessera Podcast NFT is all you are guaranteed to receive in exchange for your funds. Whether through primary or secondary channels, the token is what you receive. Tessera Podcast NFTs are not meant as investment vehicles. We make absolutely no promise or guarantee that Tessera Podcast NFTs will be worth anything more than what you and the market deem the token to be worth. This could very well be zero. You understand that Tessera Podcast NFTs have no inherent monetary value, and they should be treated as nothing more than a digital collectible with no inherent value. Any future benefits are ancillary to this purchase and not to be taken into consideration with your initial purchase. You agree that you are not relying on any future commitments by us.

3. Content.

(a) Intellectual Property Rights. By using the Site and participating in the Project, you expressly acknowledge and agree that the Tessera Podcast NFTs and all content, photographs,

computer code, smart contract code, sound or videos, podcasts, media, images, formulas, graphics, webinars, training materials, products, services and/or other information and materials, and selection and arrangements associated with the Project and/or located on the Site is copyrighted work under the United States and other copyright laws, and is the property of or licensed by the Company, made available on the Site or any information, materials, and content transferred via streaming, a downloadable file, or link by us or other third parties (the "Content"). All trademarks, service marks, and trade names (collectively, the "Marks") are trademarks or registered trademarks of and are proprietary to the Company or other respective owners that have granted the Company the right to use such Marks. We reserve all rights that are not specifically granted to users.

(b) No Refunds. All purchases of Tessera Podcast NFTs, as well as any associated charges, are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Tessera Podcast NFT, any disruption to the operations of any components of the Tessera Podcast NFT, or any other reason whatsoever.

(c) License

- i. Personal Use License ONLY: Subject to your continued compliance with these Terms, we grant you a limited, worldwide, royalty-free, non-exclusive license (without the right to assign or sublicense) to use, copy, and display the art which corresponds to your Tessera Podcast NFT, along with any extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your Tessera Podcast NFT, provided that the marketplace cryptographically verifies each Tessera Podcast NFT's owner's rights to display the art for their Tessera Podcast NFT to ensure that only the actual owner can display the art; or (iii) as part of a third-party website or application that permits the inclusion, involvement, or participation of your Tessera Podcast NFT, provided that the website/application cryptographically verifies each Tessera Podcast NFT's owner's rights to display the art, and provided that the art is no longer visible once the owner of the Tessera Podcast NFT leaves the site/application. Nothing in this Agreement shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth herein. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE NOT RECEIVED, NOR ARE YOU ENTITLED TO, ANY RIGHT, INTEREST AND/OR BENEFIT RELATED TO THE UNDERLYING WORK OF ART EMBEDDED IN ANY TESSERA PODCAST NFT (INCLUDING BUT NOT LIMITED TO THE COLORS, FLOURISHES, FONTS, IMAGES, LOGOS, AND ANY OTHER INDIVIDUAL OR COMBINED TRAIT OR ELEMENTS), INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO REPRODUCE, OR TRANSFORM SUCH ART IN QUESTION. YOU MAY NOT USE A TESSERA PODCAST NFT FOR ANY COMMERCIAL PURPOSE.

(d) The license granted to you hereunder shall automatically terminate and all rights shall return to the Company if: (i) at any time you sell, trade, donate, give away, transfer, burn, or otherwise dispose of your Tessera Podcast NFT for any reason; (ii) you breach any of the Agreement and conditions; (iii) you have a trustee, receiver or similar party appointed for your

property, become insolvent, acknowledge your insolvency in any manner, make an assignment for the benefit of your creditors, or file a petition of bankruptcy; (iv) you engage in any unlawful business practice related to the Tessera Podcast NFT; or (v) you initiate any legal actions against the Company and/or its stockholders, officers, directors, affiliates, agents, attorneys and employees.

(e) Tessera Podcast IP. Other than the rights to the Tessera Podcast NFT, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to the Company, including, without limitation, any Company names and marks, and the associated logos. All of these rights are expressly reserved in the name of the Company. Nothing herein shall restrict our right to use, copy, and display any individual Tessera Podcast NFT for our own uses. If you wish to discuss with us a license for use of any Company intellectual property, you may contact us at admin@tessera.co.

(f) Feedback. You may choose to submit comments, bug reports, ideas or other feedback about the Site or the Tessera Podcast NFT project, including, without limitation, about how to improve the Site (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without additional compensation to you and you hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the Feedback for any purpose. You shall not, under any circumstances or for any reason, modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content in whole or in part, without our express prior written consent, which consent may be granted, withheld, conditioned and/or delayed in our sole and absolute discretion. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of the Company, as well as other authors who created the materials, and may be subject to monetary damages and penalties.

(g) Third-Party Content. The Site contains Content that we create and may also include Content provided by third parties. We do not monitor, we do not endorse, and we are not liable for any third-party Content. There may be some inadvertent inaccuracies or errors in the Content and we do not guarantee the accuracy, integrity, completeness or quality of the Content on the Site or located at third party URLs that may be posted on the Site. The Company is not responsible for the Content on any linked site or any link contained in a linked site. We do not endorse or accept responsibility for the content of such third-party sites.

(h) Third-Party Services. Third parties may offer their services directly to you through the Site. In such case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. The Company will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy or its failure to adhere to its terms of services or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products.

(i) You agree not to circumvent, disable or otherwise interfere with security-related features of the Site that prevent or restrict use or copying of any Content or enforce limitations on use of the Content. By accessing the Site, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

4. Representations and Warranties. By participating in the Project, you expressly represent, warrant and acknowledge the following:

(a) You are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Site would be illegal or otherwise violate any applicable law. Specifically, you represent that you are not located in, organized in, or a resident of Cuba, Iran, Syria, North Korea, Russia, the Crimea region, Venezuela, or any other jurisdiction where Applicable Law prohibits you from accessing or using the Site; and you represent that you are not, and have never been, named on the Office of Foreign Asset Control of the U.S. Department of the Treasury's Specially Designated and Blocked Persons List.

(b) You have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any transactions that you engage in on the Site. Further, you acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of blockchain technology, NFTs, digital assets, digital wallets and cryptocurrencies to understand this Agreement and to understand the risks and implications of purchasing a Tesseract Podcast NFT.

(c) You have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of acquiring an NFT, and assume all financial risks associated with acquiring NFTs and/or otherwise engaging in transactions on the Ethereum Blockchain. You know, understand and accept the risks associated with your Ethereum Address, the Ethereum Blockchain, ETH and NFTs.

(d) BY ACCESSING THE SITE, YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU (i) HAVE READ AND UNDERSTAND THIS AGREEMENT, (ii) ARE AT LEAST 18 YEARS OF AGE AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND (iii) THAT YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

5. Restrictions. You are solely responsible for your own conduct while accessing or using the Site and using our Discord, and for any consequences thereof. You agree to use the Site and our Discord only for purposes that are legal, proper and in accordance with this Agreement and any Applicable Laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party acting on your behalf to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person; (iv) upload, post, transmit or otherwise make available through the Site or Discord any content that infringes the intellectual property or proprietary rights of any party or otherwise violates the legal rights of others; (v) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vi) interfere with other users' use of the Site or Discord; (vii) use the Site or Discord for any unauthorized commercial purpose; (viii) modify, adapt, translate, or reverse engineer any portion of the Site or Discord; (ix) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or Discord or any part of the Site and/or Discord; (x) use any technology to collect information about the Site or Discord for any unauthorized purpose; (xi) access or use the Site or Discord for the purpose of creating a product or service that is competitive with any of our products or services; (xii) use

any Content in movies, videos or other forms of media, except to the limited extent that such use is expressly permitted by this Agreement or solely for your own personal, non-commercial use; (xiii) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of any Content; (xiv) attempt to trademark, copyright or otherwise acquire any intellectual property rights in or to any Content; and/or (xv) otherwise utilize any Content for your or any third party's commercial benefit. If you engage in any of the activities prohibited by this section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account.

6. User Contributions, Content Standards, and Copyright.

(a) User Contributions.

- a. The Project allows for the use of 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 Site, Discord, and/or other means. All User Contributions must comply with the Content Standards set out in these Terms.
- b. Any User Contribution you post to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.
- c. 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.
 - All of your User Contributions do and will comply with these Terms.
- d. 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.
- e. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site, Discord, or Social Media Platforms.

(b) Monitoring and Enforcement; Termination. We have the right to:

- a. Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- b. Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for the Company.
- c. Disclose information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- d. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site, Discord, or Social Media Platforms.
- e. Terminate or suspend your access to all or part of the Site, Discord, or Social Media Platforms for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Note, we cannot review material before it is posted on the Site, Discord, or Social Media Platforms, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

- (c) Content Standards. These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:
- a. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
 - b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
 - c. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

- d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy (located at tessera.co/privacy).
 - e. Be likely to deceive any person.
 - f. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
 - g. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
 - h. Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
 - i. Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
 - j. Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- (d) Copyright Infringement. If you believe that any User Contributions violate your copyright, please submit a notification to admin@tessera.co for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

7. Disclaimers and Limitation of Liability.

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE, AND PARTICIPATION IN THE PROJECT IS AT YOUR SOLE RISK, AND THAT THE SITE IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE, DISCORD AND/OR THE PROJECT AS A WHOLE, AND ANY PART OF EACH (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR ACCESS TO OR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, (ii) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (iii) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (iv) THE SITE OR ANY CONTENT OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE AND/OR THE DISCORD ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (v) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE AND/OR DISCORD WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

(b) YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFUL MISCONDUCT.

(c) WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK NOR DO WE HAVE ANY CONTROL OVER, AND MAKE NO GUARANTEES REGARDING, ANY SMART CONTRACTS, INCLUDING, WITHOUT LIMITATION, THE FUNCTIONALITY OF OUR SMART CONTRACT.

(d) YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(e) YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (a) THE AMOUNTS YOU ACTUALLY PAID US UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (b) \$500.

(f) YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SITE AND DISCORD AVAILABLE TO YOU AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON YOUR REPRESENTATIONS AND WARRANTIES, THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE SITE AND DISCORD TO YOU WITHOUT THESE LIMITATIONS. WE WILL NOT BE RESPONSIBLE FOR THE LOSS OF ANY CRYPTOCURRENCY OR NFTS IN THE EVENT THE SITE, DISCORD, OR ANY MESSAGING OR SOCIAL MEDIA PLATFORM UTILIZED BY THE COMPANY IS COMPROMISED. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR TAKING DILIGENT STEPS TO INDEPENDENTLY VERIFY THE LEGITIMACY OF HYPERLINKS OR OTHER COMMUNICATIONS BEFORE CLICKING OR LINKING YOUR CRYPTOCURRENCY WALLET.

(g) WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY FOR ERRORS OR FAILURES TO EXECUTE ANY PURCHASE OF YOUR TESSERA PODCAST NFT, INCLUDING, WITHOUT LIMITATION, ERRORS OR FAILURES CAUSED BY: (I) YOUR FAILURE TO FOLLOW OUR INSTRUCTIONS; (II) ANY LOSS OF CONNECTION TO THE SITE UNLESS CAUSED BY OUR GROSS NEGLIGENCE; (III) A FAILURE OF ANY SOFTWARE OR DEVICE USED BY YOU TO PURCHASE YOUR TESSERA PODCAST NFT; OR (IV) FOR ANY OTHER FAILURE TO EXECUTE YOUR TESSERA PODCAST NFT PURCHASE OR FOR ERRORS OR OMISSIONS IN CONNECTION WITH THIS ACTIVITY UNLESS CAUSED BY OUR GROSS NEGLIGENCE. THE COMPANY MAKES NO

REPRESENTATION THAT TESSERA PODCAST NFTS ARE LEGAL OR APPROPRIATE FOR USE OUTSIDE OF THE UNITED STATES OR THAT TESSERA PODCAST NFTS MAY BE EXPORTED FROM THE UNITED STATES OR FOR IMPORT INTO ANY FOREIGN COUNTRY. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL IMPORT AND EXPORT LAWS AND REGULATIONS AND ALL APPLICABLE LAWS OF ANY JURISDICTION INSIDE AND OUTSIDE OF THE UNITED STATES FROM WHICH YOU MAY ACCESS THE SITE.

(f) THE SITE HAS BEEN COMPILED IN GOOD FAITH BY THE COMPANY OR A THIRD PARTY. HOWEVER, NO REPRESENTATION IS MADE AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION IT CONTAINS. IN PARTICULAR, YOU SHOULD BE AWARE THAT THIS INFORMATION MAY BE INCOMPLETE, MAY CONTAIN ERRORS OR MAY HAVE BECOME OUT OF DATE.

8. Assumption of Risk.

(a) Please be aware that prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs and/or cryptocurrencies may impact the price of your Tesseract Podcast NFT. The Tesseract Podcast NFTs have no extrinsic value and should NOT be considered an investment. Ethereum-based NFTs may become worthless or obsolete. We cannot guarantee that any purchasers of Tesseract Podcast NFTs will retain their original value, as their value is inherently subjective and factors occurring outside of the Site may materially impact the value and desirability of any particular NFT, including the Tesseract Podcast NFT.

(b) By purchasing, holding and using a Tesseract Podcast NFT, you expressly acknowledge and assume all risks associated therewith including, but not limited to: (i) forgotten passwords; (ii) inability to access or use your digital wallet for any reason; (iii) mistyped addresses or improperly constructed instructions when transmitting or receiving Tesseract Podcast NFTs or any cryptocurrency; (iv) errors in the smart contract that mints Tesseract Podcast NFTs; (v) errors in the Tesseract Podcast NFTs; (vi) errors in the Site; (vii) inability to access or transfer a Tesseract Podcast NFT; (viii) inability to use, access, copy, or display any Content; (ix) blockchain malfunctions or other technical errors; (x) server failure or data loss; (xi) telecommunications failures; (xii) unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies in general); (xiii) taxation of NFTs or cryptocurrencies; (xiv) uninsured losses; (xv) unanticipated risks; (xvi) volatility risks in the value of Tesseract Podcast NFTs and cryptocurrencies; (xvii) cybersecurity attacks; (xviii) weaknesses in the Company's security; (xix) personal information disclosure; (xx) unauthorized access to applications; and/or (xxi) unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Ethereum Blockchain (*i.e.*, "forks"), or other means of attack that affect, in any way, the Tesseract Podcast NFTs, the Company, or the Content. If you have any questions regarding these risks, please contact us at admin@tesseract.co.

(c) Any payments made to us via the Site will be effectuated through the Ethereum Blockchain. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions on the Ethereum Blockchain. You acknowledge that the Company has no liability to you or to any third party for any claims or damages that may arise as a result of your payment not reaching us, including, but not limited to, instances where your payment was not properly processed on the Ethereum Blockchain. It is solely your responsibility to confirm that your payment for a Tesseract Podcast NFT has been accepted. We

do not provide refunds for any purchases that you might make on or through the Site. This no-refund policy shall apply at all times regardless of your decision to terminate usage of any Tessera Podcast NFT purchased through the Site, any disruption to the operations of any components of the Tessera Podcast NFT, or any other reason whatsoever. By your continued use of the Site, you expressly release us, and any of our Affiliates, from any and all liability or responsibility for any purchases made by you, or by someone acting on your behalf, with respect to your Tessera Podcast NFT(s).

(d) Nothing on this Site, and nothing pertaining to your participation in the Project, is intended to be an offering of securities in any jurisdiction nor does it constitute an offer to purchase shares, securities, or other financial products. It remains your sole responsibility to assure that the purchase of a Tessera Podcast NFT is in compliance with laws and regulations in your jurisdiction.

(e) You assume all risks associated with using an Internet-based currency, 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 wallet.

(f) NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value of your Tessera Podcast NFT. You understand and accept all risk in that regard, and further understand that we bear no responsibility to notify you of any changes with respect to the regulatory landscape of NFTs, cryptocurrencies and/or blockchain technology.

(g) The Company is not responsible for any transaction between you and a third party (including, but not limited to, Third-Party Site or Secondary Marketplaces) and shall have no liability in connection with any such transaction.

(h) You assume all risk for any disruptions or other issues that may occur on the Ethereum Blockchain and/or impacts Ethereum or NFT functionality.

(i) The Company cannot and does not represent or warrant that any Tessera Podcast NFT, or its supporting systems or technology, is reliable, current, or error-free, meets your requirements, or that defects in the Tessera Podcast NFT, or its supporting systems or technology, will be corrected.

(j) We are not responsible if your Tessera Podcast NFT or content becomes inaccessible to you for any reason, or for any modifications or changes to your Tessera Podcast NFT or any Content including any deletion, removal, or inaccessibility on the Site or otherwise.

(k) In addition to assuming all the above risks, you acknowledge that you have obtained sufficient information to make an informed decision to purchase, use, consume, or license (pursuant to these Terms) the Tessera Podcast NFT and that you understand and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself.

9. Indemnification and Release.

(a) You agree to indemnify, defend and hold harmless the Company and its Affiliates, licensors, suppliers and sponsors, and each of their respective directors, officers, members, shareholders, managers, agents, contractors, partners, advisors, employees, licensors, content creators, and suppliers (collectively, the “Tessera Podcast Indemnified Parties”) from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys’ fees (collectively, “Liabilities”) arising out of or in any way related to (i) your breach of this Agreement, (ii) your misuse of the Site or Discord, (iii) your violation of any intellectual property right or other rights of another party, and/or (iv) your violation of Applicable Laws, rules or regulations in connection with your access to or use of the Site or Discord. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person, and shall survive any termination of this Agreement.

(b) To the maximum extent permitted by Applicable Law, you hereby irrevocably and unconditionally release and waive all claims against any Tessera Podcast Indemnified Parties from any and all Liabilities of every kind and nature, arising out of or in any way connected with your use of the Site or purchase of a Tessera Podcast NFT. To the extent that you do have any claims against the Company, you agree that: (i) any and all disputes, claims and causes of action against the Company arising out of or connected with your use of the Site and/or the Discord shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual and documented damages and out-of-pocket costs incurred, but shall in no event include attorneys’ fees or litigation costs (e.g., court filing fees and related costs).

10. Termination. We reserve the right, in our sole and absolute discretion, to refuse, suspend, restrict or terminate your access to the Site and/or the Discord, or any portion thereof, without notice to you and for any reason or no reason. You acknowledge that we have the right, but not the obligation, exercisable in our sole and absolute discretion, to suspend or terminate your access to all or part of the Site and/or our Discord: (i) at the request of law enforcement or other government agencies; (ii) if the Site or Discord are discontinued or materially modified; (iii) upon the occurrence of any technical or security issues or problems; (iv) if you engage in any conduct that we believe, in our sole and absolute discretion, violates any provision of this Agreement or other incorporated agreements or guidelines or violates the rights of the Company or third parties; or (v) upon any breach by you of this Agreement. The exercise of our right to restrict or terminate your access to the Site and/or the Discord, whether or not ultimately determined to be justified, will not, under any circumstances, constitute our breach under this Agreement. Neither the exercise nor the failure to exercise such right to restrict or terminate your access to the Site and/or our Discord will constitute an election of remedies or limit us in any manner in the enforcement of any other remedies available to us.

11. Modifications. We reserve the right to make changes to the Terms, at any time and from time to time, at our sole and absolute discretion. If any changes are made to this Agreement, we will provide you with written notice of such changes by providing a notice on the Site or updating the date at top of this Agreement. Any changes made to this Agreement will go into effect on the date they are made, and your continued access to the Site, or use after the Terms have been updated will constitute your binding acceptance of these updates. If you do not agree to the revised Terms, you may not access or use the Site and/or our Discord.

12. Severability. If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any

other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. Governing Law. This Agreement and all matters related to it and/or any Tessera Podcast NFT shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, as they are applied to agreements entered into and to be performed entirely within the State of Delaware and without regard to conflict of law principles, except to the extent that law is inconsistent with or preempted by federal law.

14. 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 Site, to any products sold or distributed through the Site, or to any aspect of your relationship with the Company, will be resolved by binding arbitration, rather than in court, except that the Company 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 admin@tessera.co. 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. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this Arbitration Agreement and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as set forth above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of Delaware. All other disputes, claims, or requests for relief shall be arbitrated.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to admin@tessera.co within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability. Except as provided in above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with us.

Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing us at admin@tessera.co and expressly opting out of this Arbitration Agreement.

15. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16. Geographic Restrictions. The owner of the Site is based in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If

you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

17. Definitions.

(a) “Affiliate” means, with respect to any specified Person (as defined below), any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person.

(b) “Applicable Law” means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to, or is otherwise intended to govern or regulate, any Person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority (as defined below) having jurisdiction over the Tessera Podcast NFT Project, you, or as otherwise duly enacted, enforceable by law, the common law or equity.

(c) “Discord” means our Discord server located at <https://discord.gg/tessera> and/or the token-gated channel for Tessera Podcast NFT holders within our Discord server.

(d) “ETH” means the Ethereum Blockchain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Ethereum Blockchain.

(e) “Ethereum Address” means the unique public key digital asset identifier that points to an Ethereum-compatible wallet to which ETH may be sent or stored.

(f) “Ethereum Blockchain” means the underlying blockchain infrastructure.

(g) “Governmental Authority” includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.

(h) “NFT” means any blockchain-tracked, non-fungible token.

(i) “Person” means an individual, a partnership, a joint venture, a limited liability company or partnership, a corporation, a trust, an unincorporated organization or a government or any department or any agency or political subdivision thereof.

(j) “Privacy Policy” means our privacy policy located at tessera.co/privacy.

(k) “Project” refers to, in the aggregate, the Tessera Podcast NFTs, the Site (as defined below), Discord server, and Social Media Platforms, and any features, functions, services, products, rewards, offers, content, materials or information available on or through the Site or other means.

(l) “Site” means, as applicable, the website where the Tessera Podcast NFTs will initially be available for purchase, as well as our Discord, any website or webpage that we may choose to maintain related to the Tessera Podcast NFT, and Social Media Platforms.

(m) “Social Media Platform(s)” means any platform that we use that allows us or you to create and share content and/or communicate with other users and holders.