

CARMANIA NFT TERMS OF USE
PERSONAL LICENSE WITH HATE SPEECH TERMINATION
AS OF OCTOBER 1, 2022

These NFT Terms of Use (this “Agreement”) constitute a legally binding agreement by and between Car Culture, Inc. (“CCI” or “we” or “us”), a Florida corporation, and any owner of any CC-NFT (defined below) (“you” or “Purchaser”). CCI and each Purchaser may be referred to throughout this Agreement collectively as the “Parties” or individually as a “Party.”

This Agreement governs the rights and obligations with respect to each CC-NFT. By purchasing or otherwise owning a CC-NFT, you acknowledge that you have carefully read and agree to the terms of this Agreement.

THE SECTIONS BELOW ENTITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

1. CC-NFT and Artwork Defined. A “CC-NFT” is a non-fungible, unique token (“NFT”), i.e., a controllable electronic record on a blockchain (or any derivative thereof whenever that term is used herein) that, as of its genesis issuance, is linked to a digital image consisting of artwork or a photograph with or without text (the “Artwork”).
2. CCI and Automobilia. CCI is the producer, supplier, and issuer of the CC-NFTs pursuant to a license agreement with Automobilia II, LLC (“A2”), a Florida limited liability company, which is the underlying rights holder in the Artwork and an intended third party beneficiary of this Agreement. You acknowledge that A2 is a third party beneficiary of the Agreement with a right to enforce the Agreement.
3. NFT Marketplaces. CC-NFTs may be available through one or more websites operated by CCI (“CCI Site” or “CCI Sites”). By purchasing a CC-NFT through a CCI Site, you agree to the Terms of Service and Privacy Policy posted on the CCI Site. CC-NFTs may also be available for purchase or transfer (a) on one or more third-party platforms, such as OpenSea, or other marketplaces that may be established from time to time (each, an “NFT Marketplace”), which we do not operate, or (b) directly from third-party owners of CC-NFTs (such transactions, “Direct Sales”). The access and use of any NFT Marketplace is subject to the separate terms of that NFT Marketplace and any Direct Sales are subject to the terms thereof. In addition, although we do not guarantee that they will, third parties may grant CC-NFT owners various entitlements and benefits. If a third party does so, such entitlements and benefits will be subject to whatever terms are provided by such third parties. We are not responsible or liable for any third-party NFT Marketplace, any Direct Sales, or any third-party entitlements or benefits. You covenant not to sue CCI, and hereby release and hold CCI harmless from and against or based on (a) activities that may occur on such NFT Marketplaces, (b)

any Direct Sales (except Direct Sales for which CCI is the seller or purchase), and (c) any third-party benefits or entitlements.

4. Ownership of a CC-NFT.

(a) A Purchaser owns all personal property rights to the CC-NFT that they purchased (e.g., the right to freely sell, transfer, or otherwise dispose of that CC-NFT). Such rights expressly do **not** include ownership of the copyrights or other intellectual property rights in the Artwork. Those rights remain with CCI and are licensed to Purchasers pursuant to Section 5 below.

(b) Purchasers may freely sell or otherwise transfer their CC-NFTs consistent with the Purchaser's rights in such CC-NFT (e.g., by posting a sales listing on an NFT Marketplace, by Direct Sale, or otherwise) (a "Permitted Transfer"), so long as the Transferee (defined below) is not (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or (ii) listed on any U.S. Government list of prohibited or restricted parties (a "Prohibited Transferee").

5. License.

(a) Non-Commercial License to the Artwork. Subject to your compliance with this Agreement, CCI hereby grants to you, for so long as you own a CC-NFT (as recorded on the relevant blockchain), a non-exclusive, worldwide, revocable license (with no right to sublicense), to use, copy, and display the Artwork linked to your purchased CC-NFT solely for the following purposes: (i) for your own personal, non-commercial use (e.g., home display and to create a reasonable number of copies strictly as back-ups); and (ii) as part of a CCI Site or third party's website or application that permits the inclusion, involvement, or participation of your CC-NFT, provided that the website/application cryptographically verifies that only the actual owner can display the Artwork and the Artwork is no longer visible once the owner of the CC-NFT leaves the website/application.

(b) Restrictions. Notwithstanding any of the above, you may not use the Artwork in any way that constitutes unlawful, defamatory, harassing, abusive, fraudulent, racist, hateful, vulgar, cruel, illegal, or obscene expression, or that promotes any such activity, as determined in CCI's sole discretion, it being understood that CCI may designate another entity, such as a decentralized autonomous organization ("DAO") or committee of a DAO, to make this determination in CCI's place.

(c) Commercial License. Upon written request submitted to customerservice@carculture.com, and subject to CCI's sole and subjective discretion, CCI may also grant Purchasers licenses to commercially exploit the Artwork via their particular CC-NFT(s). CCI has no obligation to do so.

(d) Additional Features. CCI may choose to make additional features, access, content, items, or other benefits available to owners of CC-NFTs ("Additional Features"), but CCI has no duty or obligation to provide you with any Additional Features and you

should not expect any Additional Features when acquiring a CC-NFT. Any Additional Features may be subject to additional terms and conditions.

(e) **Enforcement.** As the holder of all copyrights and other intellectual property rights in the Artwork, CCI or A2 has the exclusive right, at its sole and subjective discretion, to bring action against infringement of any license rights you hold in the Artwork linked to your CC-NFT.

(f) **Name and Trademarks.** No trademark rights are granted to you by CCI.

(f) **Transfer of Licenses.** The licenses in this Section 5 are personal and non-transferrable and you may not assign or otherwise transfer, license, sublicense, or delegate any of the licensed rights without the express, prior written consent of CCI, except that the licenses will automatically transfer in connection with a Permitted Transfer of your CC-NFT.

6. **Reservation of Rights.** All rights in and to the Artwork not expressly provided for in this Agreement are hereby reserved by CCI or A2, including but not limited to the right to use the Artwork for marketing, in derivative works, for entertainment and merchandise, and otherwise. CCI or A2 own and will retain all title, interest, ownership rights and intellectual property rights in and to the Artwork until such time as it decides to transfer those rights to others. Without limitation to the foregoing, Purchasers do not have the right to: (i) use the Artwork to create non-fungible tokens or other digital items accounted for on a distributed ledger; (ii) create derivative works of the Artwork, except as expressly provided herein, or (iii) use the Artwork in advertising or for any commercial purpose.

7. **Transfers.** All subsequent transactions involving your CC-NFT are subject to the following terms:

(a) all subsequent transactions involving the CC-NFT will be effected on the blockchain network governing the CC-NFT and you will be required to make or receive payments exclusively through your cryptocurrency wallet;

(b) each CC-NFT transferee (the “Transferee”) shall, by purchasing, accepting, accessing, or otherwise using the CC-NFT or Artwork be deemed to accept all of the terms of this Agreement as a “Purchaser” hereof;

(c) each CC-NFT transferor (the “Transferor”) shall provide notice to the Transferee of this Agreement, including a link or other method by which the terms of this Agreement can be accessed by the Transferee; and

(d) each Transferor shall pay or cause to be paid to A2 an amount equal to ten percent (10%) of the total purchase price for the CC-NFT in connection with the transaction between the Transferor and the Transferee (the “Royalty Payment”), which Royalty Payment shall be paid on the same terms and at the same time as the Transferor is paid by the Transferee.

For the avoidance of doubt, you (as Transferor) and all subsequent Transferees (to the extent they are Transferors) are responsible for paying each Royalty Payment to the extent such Royalty Payment is not automatically paid as a result of the operation of the smart contract related to the CC-NFT.

8. Purchaser's Representations and Warranties. Purchaser represents and warrants that Purchaser (a) is the age of majority in Purchaser's place of residence, with the legal capacity to enter into this Agreement; (b) will use and interact with the CC-NFT and Artwork only for lawful purposes and in accordance with this Agreement; (c) will not use the CC-NFT or Artwork to violate any law, regulation, or ordinance or any right of CCI, its licensors, or any third party; and (d) will comply with all applicable laws in the exercise of its rights and obligations under this Agreement.

9. Disclaimers. EACH CC-NFT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CCI EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CCI MAKES NO WARRANTY THAT ANY CC-NFT WILL MEET PURCHASER'S REQUIREMENTS, BE CONTINUALLY DISPLAYED, OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. CCI MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OR CONTENT MADE AVAILABLE WITH RESPECT TO ANY CC-NFT.

CCI WILL NOT BE RESPONSIBLE OR LIABLE TO PURCHASER FOR ANY LOSS IN CONNECTION WITH ANY CC-NFT AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO PURCHASER FOR, ANY USE OF OR INABILITY TO USE ANY CC-NFT, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) THE BEHAVIOR OR OUTPUT OF ANY SOFTWARE, NODE SERVER ERROR OR FAILURE, OR DATA LOSS OR CORRUPTION; (III) ANY FEATURES, DEVELOPMENT, ERRORS, OR OTHER ISSUES WITH BLOCKCHAIN NETWORKS; (IV) UNAUTHORIZED ACCESS TO ANY CC-NFT; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION, THE USE OF VIRUSES, PHISHING, BRUTEFORCING, OR OTHER MEANS OF ATTACK.

EACH CC-NFT IS AN INTANGIBLE DIGITAL ASSET THAT EXISTS ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE ETHEREUM BLOCKCHAIN. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM BLOCKCHAIN, WHICH CCI DOES NOT CONTROL. CCI DOES NOT GUARANTEE THAT CCI CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY CC-NFT. PURCHASER BEARS FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS. NOTWITHSTANDING

INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, CCI MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS.

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

10. Assumption of Risk. Purchaser accepts and acknowledges all risks associated with the following:

(a) The disclaimers in Section 9 above;

(b) Purchaser is solely responsible for determining what, if any, taxes apply to Purchaser's purchase, sale, or transfer of rights in each CC-NFT. CCI is not responsible for determining or paying the taxes that apply to such transactions.

(c) Each CC-NFT is a digital asset recorded and transferable on a blockchain. Any transfer of digital assets occurs through automated processes within a blockchain, possibly with support from an NFT Marketplace or other third-party services, all of which are not controlled in any capacity by CCI. Transactions relating to CC-NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions relating to the CC-NFTs shall be deemed to be made when recorded on a blockchain ledger, which is not necessarily the date or time that Purchaser initiated the transaction.

(d) There are risks associated with using an Internet based digital asset, including but not limited to, the risk of hardware, software, and Internet connection and service issues, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. CCI will not be responsible for any communication failures, disruptions, errors, distortions, or delays you may experience when effecting transactions relating to any CC-NFT, however caused. In addition, the price and liquidity of blockchain assets are extremely volatile and may be subject to large fluctuations. Fluctuations in the price of other digital assets could materially and adversely affect CC-NFTs, which may also be subject to significant price volatility. Legislative and regulatory changes or actions at the state, federal, or international level may adversely affect the use, transfer, exchange, and value of CC-NFTs. CC-NFTs are not legal tender and are not backed by any government. Transactions in CC-NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. The value of CC-NFTs may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for CC-NFTs, which may result in the potential for permanent and total loss of value of a particular CC-NFT should the market for that CC-NFT disappear.

(e) Transactions involving CC-NFTs may rely on third-party or decentralized platforms or systems. We do not maintain, control, or assume any obligations with respect to such platforms or systems. CCI does not store your password, passkey,

private key, or other credentials needed to access the CC-NFTs, and will not be able to recover such items if you should lose them. Purchaser should keep a copy of Purchaser's password, passkey, or private key in a secure location.

11. Links to Third-Party Websites or Resources. Use and interaction of the CC-NFT and the Artwork may allow Purchaser to access third-party websites or other resources. To the extent that CCI provides links or access to such sites and/or resources, it does so only as a convenience and is not responsible for the content, products, or services on or available from those resources or through any links displayed on such websites.

12. Termination of License to the Artwork. Purchaser's licenses to the Artwork shall automatically terminate and all rights shall revert to CCI if at any time: (a) Purchaser breaches any portion of this Agreement, including any failure to pay any Royalty Payment, or (b) if CCI has a reasonable basis for believing that you have engaged in a subsequent transaction with respect to a CC-NFT that is not recorded on, effected by, or otherwise conducted using a blockchain, or is otherwise conducted in a manner reasonably likely to cause the Royalty Payment to not be timely paid. Upon any termination, discontinuation, or cancellation of Purchaser's licenses to the Artwork, CCI may disable Purchaser's access to the Artwork and Purchaser shall delete, remove, or otherwise destroy any back up or other digital or physical copy of the Artwork.

13. Indemnity. Purchaser shall defend, indemnify, and hold CCI, its licensors, affiliates, representatives, and service providers, and each of them, and all of their respective officers, directors, employees, and agents (the "Indemnified Parties") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, expenses and other similar results or occurrences (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding or other similar occurrence, process or activity, that is initiated, made, brought, or financed by a third party against the Indemnified Parties, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (a) your use of the CC-NFT, (b) your access to or use of the NFT Marketplaces or any third-party services or products, (c) your breach or alleged breach of this Agreement, (d) your exercise of the licenses in Section 5, or (e) your actual or alleged violation of applicable law.

14. Limitation of Liability.

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO INDEMNIFIED PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH ANY CC-NFT OR ACCESS THE ARTWORK, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND

WHETHER OR NOT CCI OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF ALL INDEMNIFIED PARTIES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE USE OF OR INABILITY TO USE OR INTERACT WITH THE CC-NFTS OR ACCESS THE ARTWORK, OR ANY OF THE RIGHTS AND LICENSES GRANTED HEREIN, EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

(c) BY PURCHASING OR OWNING A CC-NFT, PURCHASER ACKNOWLEDGES THAT THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CCI AND PURCHASER.

15. Governing Law and Forum Choice. This Agreement and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 16 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) will be the state and federal courts located in the State of California, County of Los Angeles, and you and CCI each waive any objection to jurisdiction and venue in such courts.

16. Dispute Resolution. Subsections (a) through (i) below constitute an arbitration agreement ("Arbitration Agreement"). It requires you to arbitrate disputes with CCI and limits the manner in which you can seek relief from us.

(a) Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to a CC-NFT, your access or use of a CCI Site, any Services sold or distributed through a CCI Site, including CC-NFTs, or to any aspect of your relationship with CCI will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims in small claims court if your claims qualify; and (b) you or CCI 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).

(b) 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 claim to our registered agent on file with the Florida Secretary of State with a copy to CCI at customerservice@carculture.com. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS' most current version of the Comprehensive Arbitration

Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS' rules are also available at 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, CCI will pay them for you. You may choose to have the arbitration conducted by telephone or video conference or based on written submissions, or you may request to meet in-person for arbitration in Los Angeles, California. You agree that any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and CCI. 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 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. You agree that to the extent monetary or non-monetary remedy or relief is granted, such request for relief may be enforced as needed by any court of competent jurisdiction.

(d) Waiver of Jury Trial. YOU AND WE 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 CCI are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as otherwise indicated in this Section 16. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration 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.

(e) Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS 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 part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in the State of California, County of Los Angeles. All other claims shall be arbitrated.

(f) 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 customerservice@carculture.com within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the cryptocurrency wallet address (if you have one) that you used to purchase the CC-NFT or to transact on a CCI Site, 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.

(g) Severability. With the exception of any of the provisions in Section 16(e) of this Arbitration Agreement ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Arbitration Agreement is invalid or unenforceable, the other parts of this Arbitration Agreement will still apply.

(h) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with CCI.

(i) Modification. Notwithstanding any provision in these terms to the contrary, we agree that if CCI makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing to us at customerservice@carculture.com.

17. General Terms. This Agreement (a) will transfer and be binding upon and will inure to the benefit of the Parties and their permitted successors and assigns, including in particular any permitted Transferee; (b) along with any CCI Site Terms of Service and Privacy Policy, as applicable, constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement; and (c) may be amended by CCI in its absolute and sole discretion; provided, that CCI shall give notice of any material amendments to this Agreement to the holders of the CC-NFTs through reasonable means. Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing. Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other Party, or to bind such other Party in any manner. Except as to A2 (which is a third party beneficiary), nothing contained in this Agreement will be deemed to create any third-party beneficiary right upon any third party whatsoever. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly

invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the arbitrator, court ,or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein. Purchaser may give notice to CCI by delivering a letter to our registered agent on file with the Florida Secretary of State with a copy to CCI at customerservice@carculture.com. Notice is effective upon receipt. The Parties have agreed to contract electronically, and accordingly, electronic signatures and other forms of acceptance will be given the same effect and weight as original signatures.

* * * * * END OF AGREEMENT * * * * *