

## NFT TERMS OF SERVICE

These NFT Terms of Service (“**NFT Terms**”) apply to supply by Starmark Co., Ltd., a Japanese company (“**Issuer**”), through Issuer’s websites, Third Party Sites, and blockchain-based applications (all of the foregoing, together with the functionality associated therewith, collectively, the “**Platform**”) of non-fungible tokens (“**NFTs**”). Issuer (sometimes referred to herein simply as “we,” “us,” or “our”) may supply NFTs to purchasers of certain goods from the Issuer (sometimes referred to herein simply as “you” or using similar terms), subject to your acceptance of these NFT Terms. These NFT Terms are a binding contract between you and us. Your acquisition of, and/or ownership of, NFTs through the Platform constitutes your full and unconditional agreement to these NFT Terms. We may update these NFT Terms by providing a new version online and your continued use of the Platform after any such update constitutes your binding acceptance of such changes. We may immediately terminate our contract with respect to you and your access to the Platform and any NFTs if you fail to comply with any of the NFT Terms.

PLEASE READ THESE NFT TERMS CAREFULLY BEFORE USING THE PLATFORM. THESE NFT TERMS GOVERN YOUR USE OF THE PLATFORM, UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT OR PROVIDED SPECIFIC TERMS WITH YOU FOR THAT PURPOSE. THE PLATFORM IS ONLY AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE NFT TERMS.

IF YOU ARE ACCEPTING THESE NFT TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE NFT TERMS ON THAT ENTITY’S BEHALF, IN WHICH CASE “YOU” WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE NFT TERMS, THEN WE ARE UNABLE TO MAKE THE PLATFORM AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE NFT TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM. BY ENTERING, ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING THE PLATFORM OR ANY PART OF IT, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE NFT TERMS, AND YOU REPRESENT AND WARRANT THAT YOU ARE EIGHTEEN (18) YEARS OLD OR OLDER.

### 1. SUPPLY AND OWNERSHIP

### **1.1 Our NFTs.** NFTs that we provide:

- may, where expressly stated in the description of such NFTs, include additional functionality, content, or subscription access to goods, services and/or experiences;
- may be unique or part of a limited series, or redeemable only once;
- may include the ability to redeem an electronic certificate for goods, services and experiences, which may be unique or part of a limited series, or redeemable only for a specified number or amount of goods, services and experiences;
- may be subject to additional terms or qualifications as stated in the description of the NFT; and
- are subject to applicable laws as in effect from time to time.

### **1.2 Ownership of NFTs**

“Own” means your rights with respect to an NFT you have been supplied with by the Issuer where proof of such supply is recorded on the applicable blockchain. You agree, in relation to any NFT that you Own, that you Own that NFT in accordance with any description which accompanies that NFT. Issuer may, at its option, use third party platforms or wallet extensions (which may be owned or operated by third parties) to supply NFTs (“**Third Party Sites**”). You agree to adhere to any applicable terms of service or privacy policies applicable to the use of any Third Party Sites.

UNLESS STATED OTHERWISE IN THE DESCRIPTION OF THE APPLICABLE NFT, AN NFT THAT YOU OWN WILL BE TRANSFERABLE, BUT ANY TRANSFeree WILL BE SUBJECT TO THESE NFT TERMS. NFTs THAT WE PROVIDE ARE UTILITY TOKEN TIED TO UNIQUE GOODS, SERVICES AND/OR EXPERIENCES. YOU SHOULD NOT OBTAIN OUR NFTs WITH A VIEW TO INVESTMENT, RESALE OR SPECULATION. THERE CAN BE NO ASSURANCE AS TO THEIR PRESENT OR FUTURE VALUE, TRANSFERABILITY OR MARKETABILITY.

### **1.3 Ownership of Creative Materials.**

You acknowledge and agree that Issuer (or, as applicable, its licensors) own all rights, title and interest in and to any artwork, designs, drawings, photographs, labels, logos, insignia, trademarks, trade dress, copyright, formulas and other creative materials that may be associated with any NFT that you Own (collectively, “**Creative Materials**”), and all intellectual property rights therein. The rights that you have in and to the Creative Materials are limited to those expressly stated below, under “Intellectual Property Ownership, Licenses and

Restrictions.” Notwithstanding any supply of NFTs, all right, title, and interest in the Issuer Intellectual Property (as defined below), including the Creative Materials and other Issuer Intellectual Property incorporated in any NFTs (including NFTs that you Own) and including all copyrights, trademarks, and other intellectual property rights therein, are held by Issuer or its licensors, and you agree not to infringe, violate or misappropriate those exclusive rights.

#### **1.4 Risks of NFTs.**

Once you Own any NFT, you are responsible for any loss or damage to, or loss of access to, the NFT and neither Issuer nor any of its licensors shall have any liability in such circumstances, regardless of cause. You expressly understand and agree that your use of the Platform and any NFTs is at your sole risk and that the Platform and NFTs are provided “as is” and “as available.”

#### **1.5 Terms of Supply.**

All supplies of NFTs are final. Once you have been supplied with an NFT, you should promptly take the necessary steps to complete your transaction (e.g., activate or download any content or secure any seed phrase or corresponding private key). We encourage the use of secure, offline storage measures for NFTs. You are strictly forbidden to sell, swap, donate, give away, transfer, or otherwise dispose of your NFT to any person. We expressly reserve the right to seize, freeze, or otherwise modify the ownership of any NFT in case of non-compliance with these NFT Terms.

#### **1.6 NFT Offering.**

##### **1.6.1 Limited Edition.**

Our supply of NFTs pursuant to these NFT Terms come with a unique design featuring artwork based upon the traits of designs, goods, services and/or experiences created or provided by us or our licensors.

##### **1.6.2 Redemption.**

In the event that an NFT that you Own comes with the right to receive certain goods, services or experiences where so indicated by us on the Platform, the redemption for such goods, services or experiences will be subject to separate terms and conditions that we provide and update from time to time.

## **2. SPECIAL RULES PERTAINING TO REDEEMABLE ELEMENTS**

With respect to any NFT that includes a digital certificate that grants you the right to receive goods or services or take part in experiences offered by the Issuer or any other person designated by the Issuer (the “Redeemable Elements”), additional terms may apply, as provided for in the description of the NFT, as prescribed by the Issuer or such other person on the Platform, as otherwise reasonably required by the Issuer or such other person or as imposed by applicable law. In the event that the record holder of the NFT at the time of the supply of applicable goods, services or experiences refuses to comply with such additional terms, Issuer reserves the right to cancel the applicable Redeemable Elements without any compensation to any party.

### **3. REGISTRATION**

The Platform and any NFTs that you Own are solely for your personal, noncommercial use and are available for personal enjoyment and non-commercial entertainment purposes only. You agree not to use the Platform or NFTs that you Own for any other purpose. We reserve the right to require that you register with us or one of our Platform partners in order to access the NFTs. If you are required to register an account with us or any such third party, you agree to provide accurate, current and complete information about yourself as part of that process.

## **4. INTELLECTUAL PROPERTY OWNERSHIP, LICENSES AND RESTRICTIONS**

### **4.1 Ownership.**

Subject to the licenses expressly granted below, we (or where applicable, our licensors) own all rights, title and interest in and to

- the Creative Materials and all proprietary source code, object code and other technology associated with the NFTs, and
- any and all other content and materials available through the NFTs, any associated application, and all intellectual property rights therein (collectively, “**Issuer Intellectual Property**”). Issuer Intellectual Property may be used only in connection with the NFTs, for personal, non-commercial purposes, as expressly permitted in these NFT Terms.

### **4.2 Limitations on Use.**

Unless explicitly stated, you should assume that all Issuer Intellectual Property is protected by copyright, trademark and other applicable intellectual property rights and may not be used except as permitted in these NFT Terms. Issuer does not grant, by implication, estoppel, or otherwise, any license or right to use any Issuer Intellectual Property or NFTs in a manner

inconsistent with these NFT Terms without the prior written permission of Issuer and/or any third party that may own additional intellectual property.

#### **4.3 Grant of License: Generally.**

Issuer grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform and any NFTs that you Own (including all software, Creative Materials, content, virtual items and other material associated with the NFTs) for your own personal, noncommercial use only. You may not use the Platform for any unlawful purpose. We reserve all rights in and to the Platform and the NFTs not expressly granted to you under these NFT Terms.

#### **4.4 Grant of License: Creative Materials.**

Without limiting the generality of the foregoing, subject to your continued compliance with these NFT Terms, Issuer grants you a limited, non-exclusive, non-transferable, royalty-free license to display the Creative Materials for NFTs that you Own, solely, for your own personal, non-commercial use.

You may not (and may not permit any third party to):

- sell, swap, donate, give away, transfer, or otherwise dispose of your NFT to any person;
- modify the Creative Materials in any way, including without limitation, the shapes, designs, drawings, attributes, or color schemes;
- use the Creative Materials to advertise, market, or sell any product or service;
- use the Creative Materials in any manner which would constitute or amount to an endorsement of or relationship with any particular third party, entity, product, product category, charity or service;
- grant any third-party the right to use through the Creative Materials;
- use the Creative Materials in connection with images, videos, or other forms of media or content that depict or promote violence, hatred, sexual conduct, illicit drugs or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others;
- use the Creative Materials in movies, videos, or other forms of media, except solely for your own personal, non-commercial use;
- sell, distribute, or otherwise commercialize merchandise that depicts, embodies, contains, or consists of the Creative Materials;
- attempt to trademark, copyright, or otherwise acquire any intellectual property rights in the Creative Materials except for the limited license granted pursuant to these NFT Terms; or

- otherwise use the Creative Materials for your or any third party's commercial benefit. To the extent that the Creative Materials contain any intellectual property licensed from a third party, you will not have the right to use such third party intellectual property in any way except as incorporated in the Creative Materials (and subject to all of the restrictions set forth herein with respect to your use of the Creative Materials). The license granted in these NFT Terms apply only to the extent you continue to Own the applicable NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of a NFT for any reason, the license granted in these NFT Terms will immediately expire, and you will have no further rights in or to the NFT or the related Creative Materials.

#### **4.5 Proprietary Notices**

In addition, you agree that you shall not remove any proprietary notices or labels on or in the Issuer Intellectual Property and/or not bypass, modify, defeat or circumvent any technologies or methods to deliver or protect the NFTs or any other Issuer Intellectual Property.

#### **4.6 Modifications.**

We reserve the right to modify or discontinue the NFTs or the Platform (or any parts of any associated software or applications relating thereto) with or without notice at any time; provided, however, that we will use reasonable efforts to provide advance notice of such action. Issuer (including, without limitation, our licensors) shall not be liable to you or any third party for any modification, suspension or discontinuance of the NFTs or the Platform or any associated software, applications or functionality.

### **5.TERMS OF SERVICE; PRIVACY AND ACCESS CREDENTIALS**

#### **5.1 Terms of Service; Privacy.**

By using Issuer's websites and proprietary applications, it is your responsibility to know, understand and abide by our Terms of Service and Privacy Policy, which are incorporated herein by reference. Any information that you may provide to Issuer during your use of the Platform is subject to the Privacy Policy. Any information that you may provide to a Third Party Site during your use of the Platform is subject to the Third Party Site's privacy policy, and your use of any Third Party Site included in the Platform is governed by the terms of service of the applicable Third Party Site.

#### **5.2 Access Credentials.**

When registering for the Platform or third party services that facilitate access to the Platform, you may be required to select a username and password, private key, or other form of secure authentication that will be used to access your account (collectively, “**Access Credentials**”). You are responsible for any use of your Access Credentials, whether by you or others. You agree to keep your Access Credentials confidential and not share them with anyone else. Issuer is not liable for any loss or damage arising from your failure to protect your Access Credentials or any other personal information, including but not limited to loss of access to any NFTs. You authorize Issuer to act on instructions received through use of your Access Credentials, and Issuer may, but is not obligated to, deny access or block any transaction made through use of your Access Credentials without prior notice.

## **6.TERMINATION**

We may, in our sole discretion at any time, for any reason or no reason, and without notice or liability, immediately terminate your access to all or any part of the Platform and any NFTs. Termination may include, but not be limited to (a) removal of your access to, or listing of NFTs on, the Platform, (b) the deletion of all account information related to the NFTs from the Platform, and (c) barring any further use of or access to the Platform by you.

## **7.ASSUMPTION OF RISK.**

You acknowledge that NFTs carry the following risks among others. We expressly disclaim any responsibility for these risks.

### **7.1 Inherent Risks with Digital Assets**

There are risks associated with using Internet-based digital assets such as NFTs and cryptocurrency, 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 electronic wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum blockchain network or any other applicable blockchain, however caused.

### **7.2 Value/Volatility/Not An Investment**

The prices of NFTs can be extremely volatile and subjective, and NFTs have no inherent or intrinsic value. To the extent there is a price or market for a blockchain asset such as an NFT, (a) those prices and markets are extremely volatile, (b) variations in the price of other digital assets could materially and adversely affect the value of any digital assets you own, including

NFTs, and (c) there is no guarantee that NFTs will have or retain any value. NFTs are not securities or financial instruments and are not offered for investment purposes. The commercial or market value of NFTs may materially diminish in value as a result of a variety of things, including negative publicity associated with Issuer. You accept and acknowledge that we will not be responsible for the risks of engaging in any transactions relating to your NFTs with third parties (e.g., transferring your NFT from a third party on any so-called “secondary market”).

### **7.3 Use of Blockchain.**

The Platform does not store, send, or receive NFTs. This is because NFTs exist only by virtue of the ownership record maintained on the Platform’s supporting blockchain in the Ethereum blockchain network or any other applicable blockchain network (the “Blockchain Network”). Any transfer of NFTs occurs within the supporting blockchain in the Blockchain Network, and not on the Platform. We do not make any promises or guarantees about the availability of NFTs or that it will host your or any other NFTs at any specific location and/or for any specific period of time. Upgrades to the Blockchain Network, a hard fork or other change to the Blockchain Network, a failure or cessation of the Blockchain Network or its underlying cryptocurrency, or a change in how transactions are confirmed on the Blockchain Network may have unintended, adverse effects on all blockchains using those or similar technologies, including the NFTs. We do not make any promises or guarantees related to the Ethereum Foundation, the Ethereum blockchain, any other applicable blockchains or any other third parties related to the NFTs or the Platform (including any of their respective applications and/or services, as well as to the continued availability of or the protection or storage of any data you provide to those parties). You accept and acknowledge that we will not be responsible for any loss of access to your NFTs due to loss of your private key(s), custodial error or purchaser error, mining attacks, hacking, security weaknesses, fraud, counterfeiting, cyberattacks and other technological difficulties.

### **7.4 Regulatory Uncertainty**

The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Platform ecosystem, and therefore the potential utility or value of your NFTs. You accept and acknowledge that we will not be responsible for the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the NFTs.

## **7.5 Tax Calculations.**

You are solely responsible for determining what, if any, taxes apply to your NFT-related transactions. We are not responsible for determining the taxes that apply to your transactions on the Platform or other NFT-related transactions.

## **7.6 General**

You also acknowledge and agree that: (a) you have obtained sufficient information to make an informed decision regarding the NFTs; (b) you are solely responsible for determining the nature, potential value, suitability and appropriateness of these risks for yourself; (c) Issuer does not represent or warrant that any NFTs, or its supporting systems or technology, are reliable, current or error-free or otherwise meets your requirements, that defects in the NFTs, or their supporting systems or technology, will be corrected, or that the delivery mechanism for NFTs will be free of viruses or other harmful components; and (d) Issuer shall not be responsible for any communication failures, disruptions, errors or delays you may experience related to the NFTs.

## **8. ANTI-MONEY LAUNDERING; SANCTIONS**

Issuer may maintain an anti-money laundering (“AML”) program consistent with the requirements applicable to it in the relevant jurisdiction(s). You agree to comply with all related compliance procedures as required by Issuer from time to time. In addition, if applicable to your own business operations, you shall maintain an AML program consistent with such requirements. You understand, acknowledge, and agree that exports, re-exports and in-country transfers of any NFT and related services (individually, an “Item” and, collectively, the “Items”) are subject to applicable export, import, customs, antiboycott, and economic sanctions laws, regulations, rules, and orders (each, a “Trade Control Law”). You shall not export, re-export, or otherwise transfer or provide any Item in contravention of any Trade Control Law (a “Sanctioned Party”). You certify that you are not a Sanctioned Party or located in or a resident of any embargoed destination. In addition to any other remedy that Issuer may have, Issuer may suspend and/or cancel the provision of any Item if Issuer believes, in its discretion, that such activity may violate any Trade Control Law or Issuer’s own compliance policies.

## **9. DISCLAIMER OF WARRANTY**

THERE IS NO WARRANTY FOR THE PLATFORM OR ANY NFTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN

WRITING, ISSUER AND/OR OTHER PARTIES PROVIDE THE PLATFORM AND NFTS “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

## **10. LIMITATION OF LIABILITY**

EXCEPT AS REQUIRED BY NONWAIVABLE PROVISIONS OF APPLICABLE LAW OR AGREED TO IN WRITING, ISSUER (OR ANY LICENSOR) SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PLATFORM OR ANY NFTS OR ELEMENTS THEREOF (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES), EVEN IF YOU OR OTHER PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **11. TRANSACTION AND TAXES**

### **11.1 No liability for Financial Transactions**

We have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transaction that you engage in via the Platform, or any other payment or transactions that you conduct via the Blockchain Network.

### **11.2 Responsibility for Taxes.**

We will charge you, withhold and pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority associated with your use of the Platform. To allow us to determine our tax obligations, you agree that we rely on your IP address. You are required to inform us if your IP address does not reflect your country of residence.

## **12. GENERAL INFORMATION**

### **12.1 Age Restrictions.**

NFTs provided by Issuer are intended for use by persons 18 years of age or older. You acknowledge and agree that you are not permitted to visit Issuer’s website or obtain the NFTs,

and shall not access Issuer's website or any NFTs provided by Issuer if you are under the age of 18. By using the Platform, you certify that you are at least 18 years of age and agree to provide us with accurate information and verification concerning your age or identity if we request it. You also agree not to assist anyone under the age of 18 in accessing Issuer's website or the NFTs or attempt to contact anyone under 18 while accessing or using the Platform.

#### **12.2 No Third Party Beneficiaries.**

You agree that, except as otherwise expressly provided in these NFT Terms, there shall be no third party beneficiaries to these NFT Terms. You acknowledge and agree that Issuer's licensors are intended third party beneficiaries of these NFT Terms.

#### **12.3 Entire Agreement; Waiver; Severability.**

These NFT Terms, together with our Terms of Services and Privacy Policy, which are incorporated herein by reference, constitute the entire agreement between you and Issuer with respect to the NFTs. The failure of Issuer to exercise or enforce any right or provision of these NFT Terms shall not constitute a waiver of such right or provision. If any provision of these NFT Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in that provision, and the other provisions of these NFT Terms remain in full force and effect.

#### **12.4 Limitations Period.**

You agree that regardless of any statute or law to the contrary, any claim, or cause of action you may have arising out of or related to the use of any NFTs or the Platform must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### **12.5 Titles.**

The section titles and headings in these NFT Terms are for convenience only and have no legal or contractual effect.

#### **12.6 Governing Law and Dispute Resolution.**

These NFT Terms shall be governed by and construed in accordance with the laws of Japan, without giving effect to the principles of conflict of laws. All disputes, controversies or differences arising out of or in connection with these NFT Terms shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan.