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THE FELINE TRIBE – NFT TERMS OF SALE

When you purchase The Feline Tribe non-fungible tokens (“NFTs”) from The Feline Tribe Ltd (CRN 15124270) (“Feline Tribe”) you must agree to the terms and conditions set out in this document (“NFT Terms”), which apply to you and any subsequent person to whom you sell the NFTs you purchased from us in the first instance.

Operative Clauses

1 Applicability of NFT Terms

- (a) All NFTs purchased or procured by you are subject to these NFT Terms, unless otherwise agreed in writing and by purchasing or pre-purchasing any NFT you are agreeing to be bound by these NFT Terms
- (b) Termination of these NFT Terms for any reason will not affect any obligations which have arisen prior to termination

2 Purchasing NFTs

2.1 Sales of NFTs

- (a) We may list NFTs for sale from time to time, which may be stand-alone or as part of a bundle of other digital goods
- (b) Orders placed for NFTs are non-refundable, cannot be cancelled for change of mind, require payment in full of the Purchase Price at the time of purchase and may require that you connect or provide a Digital Wallet for delivery of the NFT at the time of sale.
- (c) If you engage in a secondary sale of your NFT to another purchaser, that transaction may involve third party platforms or Blockchain digital wallets which are not associated with us and may be subject to transaction fees charged by that network. Should any transfer be conducted using a marketplace we provide, then fees and charges may apply to those transactions payable to us at the time of the transaction.

2.2 Pre-conditions to sale

- (a) You must make payment in full in any nominated Digital Currency or via any other nominated payment method as a pre-condition to any purchase of an NFT.
- (b) In the case of a primary sale, we will have no obligation to transfer any NFT to you until we have received the Purchase Price in full for any NFT. If you make payment to our Digital Wallet, you must ensure your transfer is made to the correct wallet address.
- (c) In the event that any payment is reversed or becomes invalid, including via either a double spend attack or recall or refund request by a payment processor, you agree to immediately return to us any NFTs the subject of a sale where the Purchase Price has no longer been retained in full by us.

2.3 Title and Risk

Risk and title in any NFT purchase transfers to you upon purchase of the NFT and you are responsible for ensuring your Digital Wallet is accurately linked. If you lose your private key or login or seed phrase for your Digital Wallet you will lose access to your NFTs stored in your Digital Wallet.

2.4 Refunds – Risk in value of Digital Currency

Where the Purchase Price has been paid in a Digital Currency and you are entitled to a refund for any reason, you agree the refund is to be made in the same form of Digital Currency used in the initial transaction, or at our option in Pounds Sterling equivalent to the value of the Digital Currency used in the initial transaction on the date the Purchase Price was paid.

3 Intellectual Property Licence in NFTs

- 3.1** We grant to the party who Owns an NFT we have issued for the time that party Owns the NFT (“Term”) a licence in respect of the Art associated with the NFT purchase (Licence) subject always to these NFT Terms in force at the date of sale or transfer together with any other terms and conditions which may apply to the NFT.

- 3.2** The Licence is assignable, transferrable and revocable on the terms of these NFT Terms, and is for your purchase, non-commercial, royalty free use of the NFT (including to sell or transfer on a Marketplace) and to display and enjoy the Art associated with the NFT anywhere in the world while you Own the NFT.
- 3.3** Upon your sale of any NFT you Own, the Licence transfers to the purchaser who then Owns the NFT and the ownership of that NFT will be subject to the Licence and these NFT Terms. For the avoidance of doubt the transfer of the Licence does not constitute a commercial use for the purpose of clause 3.2
- 3.4** With immediate effect upon your sale of the NFT you Own, your rights under the Licence pursuant to clause 3.2 shall cease to apply and will no longer be in force and effect. You will no longer be entitled to use the Art (or any reproductions of the Art) upon sale by you of the NFT.
- 3.5** Except as expressly stated in these NFT Terms, nothing in these NFT Terms are intended to or shall operate to give you ownership of any Intellectual Property Rights in, or other rights in respect of the Intellectual Property.
- 3.6** There is no transfer of title or ownership of any Intellectual Property or any Intellectual Property rights upon the sale of the NFT under these NFT Terms.
- 3.7** The NFT may not be used in any way which would:
- (a) modify any Art; or
 - (b) use the Art to market or to sell third-party products or for any other commercial benefit; or
 - (c) use the Art in connection with images of hatred, violence or other inappropriate behaviour be reasonably considered to bring the Intellectual Property Rights owner into disrepute; or
 - (d) seek to trademark or acquire Intellectual Property Rights in the Art; or
 - (e) take, appropriate or represent any ownership in the Intellectual Property; or

- (f) assert any right to or over the Intellectual Property in any manner inconsistent with the rights under these NFT Terms; or
- (g) take any action which would or might invalidate, challenge, oppose or otherwise put in dispute the owner's title to the Intellectual Property; or
- (h) be reasonably seen to disparage the Intellectual Property Rights of the owner; or
- (i) contravene the moral rights of the artist or licensor or the Art; or
- (j) contravene these NFT Terms; or
- (k) cause, permit or assist any other person directly or indirectly to do any of the above acts.

3.8 For the avoidance of any doubt:

- (a) The restrictions on the Licence survive termination or assignment or transfer of the Licence; and
- (b) The Licence granted under this clause is limited to the time you Own the NFT and upon your sale of the NFT to another party the Licence is assigned to the purchaser of the NFT and your rights under the Licence cease to have any effect and you must draw to the other party's attention the contents of these NFT Terms prior to your sale of the NFT;
- (c) The sale of your NFT does not constitute a "commercial use" or your NFT for the purpose of these NFT Terms.

3.9 You will not disclose to any third party any Confidential Information.

4 Termination

4.1 Termination with cause

These NFT Terms and the Licence may be terminated with immediate effect.

- (a) By us if the limitations of the Licence in clause 3.7 or the restriction in clause 3.9 are breached; or
- (b) By us if you commit any material breach of your obligations under these Terms and fails to remedy such breach (if capable of remedy) within 30 days of receipt of notice from us requiring you to do so.

Termination of these Terms does not affect any rights which we have accrued prior to termination.

5 Acknowledgements

You acknowledge and agree that:

- (a) we provide NFTs solely on a proprietary basis and if we transact with you we do so solely on a bilateral basis;
- (b) NFTs are not intended for speculative use, are not sold or represented to be financial products and nothing we publish is in any way financial advice to you or any other person;
- (c) NFTs may experience or may have extreme price volatility, including being worthless in the future;
- (d) we are not providing and will not provide any fiduciary, advisory, brokerage, exchange or other similar services to you or any person;
- (e) you are solely responsible for any decision to enter into a transaction subject to these NFT Terms, including the evaluation of any and all risks related to any such transaction;
- (f) a significant degree of IT sophistication is required to safely deal in and store NFTs of any kind using a Digital Wallet;
- (g) all transactions entered into and conducted under these Terms are deemed to have occurred within the jurisdiction of England and Wales;

- (h) we are not responsible for any Loss caused by your failure to act in accordance with our policies, procedures or in accordance with our reasonable directions;
- (i) you purchase NFTs entirely at your own risk and understanding and we have not made any representations or warranties as to the IT security or ongoing availability of such NFTs or the Art or that your access to use your NFTs will be uninterrupted, timely or secure at all times;
- (j) you understand and acknowledge that your ownership of NFTs remains contingent upon you remaining in control of the seed phrases and private key(s) associated with your Digital Wallet and that we will not store any information in connection with your Digital Wallet beyond that required for the sale of NFTs;
- (k) we do not and cannot guarantee there will be any use for, or any particular price available for any NFT you purchase from us; and
- (l) we do not represent or guarantee any outcomes, or any financial return from your acquisition of any NFT from us, save the ability to Own the NFT and enjoy the Licence.

6 Limitation of Liability

6.1 Limitation of liability

In the absence of a material breach of these NFT Terms by us or the gross negligence, fraud or wilful misconduct by us when providing NFTs to you under these NFT Terms, we will not be liable to you on account of anything done, omitted or suffered by us acting in good faith when providing NFTs to you pursuant to these NFT Terms, including in respect of a Force Majeure Event.

6.2 Third party services

Subject to clause 8.1, we will not be liable for the performance, errors or omissions of unaffiliated, nationally or regionally recognised third parties or decentralised networks such as, by way of example and not limitation; blockchain networks (whether private/permissioned or public) courier companies, national postal services and other delivery, telecommunications

and other companies not under our reasonable control, and third parties not under our reasonable control providing services to the blockchain industry generally, such as, by way of example and not limitation, companies and other entities providing processing and payment or transaction services (including “Layer 2” or similar “roll-up” or optimisation services), banking partners, custody services, market making services and/or third party pricing services and decentralised blockchain networks such as, by way of example and not limitation, the blockchain(s) upon which any NFT depends or forks of those blockchain(s).

6.3 Compliance with laws- No monitoring responsibilities

- (a) We will have no liability or responsibility for your compliance with laws or regulations governing the transfer and use of NFTs. Further, you are solely responsible for compliance with all applicable requirements of any laws, rules and regulations of governmental authorities in Your Jurisdiction.
- (b) You further acknowledge that neither we nor any of our Personnel is, and will not be, by virtue of providing NFTs to you, an advisor or fiduciary to you.

6.4 No liability for Consequential Loss

Neither party will be liable to the other for any Loss or Claim in the nature of consequential or indirect loss, including without limitation loss of profits, loss of chance, loss of expectations, or loss of opportunity.

6.5 Liability Cap

Our total liability to you under any circumstances is limited to the amount for which an NFT was originally sold by us to you and we shall not be liable for any amount above that sum.

7. Tax

- 7.1** The Purchase Price for any transaction will be considered to be inclusive of any applicable Sales Tax

- 7.2** If any additional Sales Tax is applicable by virtue of any law under Your Jurisdiction, you agree to pay such amount as is payable on behalf of us and inform us of that payment forthwith.
- 7.3** Any reference to a cost or expense incurred by a party in these NFT Terms excludes any amount of Sales Tax forming part of the relevant cost or expense when incurred by the party for which the party can claim an input tax credit.

Each party is solely responsible for any taxation which arises as a result of dealing in the NFTs, including capital gains or income tax and no party shall have a Claim for any Loss against the other in respect of any taxation amounts howsoever arising.

8 Notices

- 8.1** Unless a provision of these NFT Terms expressly states otherwise, a notice, consent, approval, waiver or other communication (notice) in connection with these NFT Terms must be in writing and in English and sent to, in the case of us, our nominated email, or in the case of you, to your nominated email or published on the Website with public access to such notice.
- 8.2** Any notice will be deemed to be received within 24 hours of sending the electronic message (unless a rejection message is received) or publication online.
- 8.3** A party must immediately notify the other party in writing of any changes to its contact details.

9 General

9.1 Governing law and jurisdiction

These NFT Terms are governed by the laws of England and Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

9.2 Amendment

We reserve the right to amend these NFT Terms from time to time in our absolute discretion. Amendments will be effective as soon as such changes are notified to you in writing from time to time.

9.3 Precedence

Where there is inconsistency between these NFT Terms and other content displayed as part of our platform concerning the sale of NFTs, the content of these NFT Terms will prevail to the extent of any inconsistency.

9.4 Force Majeure

We will not be liable for any delay or failure to perform our obligations under these NFT Terms if such delay is due to any circumstances beyond our reasonable control (including but not limited to epidemics, pandemics, blockchain congestion or attacks, Government sanctions or orders, whether known or unknown at the time the parties enter into these NFT Terms) (“Force Majeure Event”).

9.5 Waiver

A provision of these NFT Terms or a right created under it may not be waived except in writing signed by the party granting the waiver.

9.6 Exercise of a right

A party may exercise a right at its discretion and separately or together with another right. If a party exercises a single right or only partially exercises a right, then that party may still exercise that right or any other right later. If a party fails to exercise a right or delays in exercising a right, then that party may still exercise that right later.

9.7 Remedies cumulative

The rights and remedies provided in these NFT Terms are cumulative with and not exclusive of the rights and remedies provided by law independently of these NFT Terms.

9.8 No merger

The rights and obligations of the parties will not merge on completion of any transaction under these NFT Terms. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any transaction.

9.9 Assignment

- (a) These NFT Terms are for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by these NFT Terms.
- (b) To the extent that any party purchases an NFT from you, they are deemed to have taken an assignment of these NFT Terms as published at the time of the purchase and you must provide that party with a link or copy of these NFT Terms.
- (c) We may assign our rights under these NFT Terms without your consent, including at any time.

9.10 Severance

If any provision of these NFT Terms is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of these NFT Terms nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

9.11 Entire agreement

- (a) These NFT Terms constitute the entire agreement of the parties in respect of the subject matter of these NFT Terms and supersedes all prior discussions, representations, undertakings and agreements.
- (b) None of our agents or representatives are authorised to make any representations conditions or agreements not expressed by us in writing nor are we bound by any such statements.

9.12 Further assurances

Each party must, at its own expense, do everything reasonably necessary to give effect to these NFTs Terms and the transactions contemplated by it, including but not limited to the execution of documents.

9.13 Relationship

Nothing in these NFT Terms constitutes the parties as partners or agents of the other and no party has any authority to bind the other legally or equitably save as expressly stated in these NFT Terms.

9.14 Knowledge

In these NFT Terms, a reference to the awareness or knowledge by you is a reference to the actual knowledge, information and belief you have as at the date of any transaction taking place pursuant to these NFT Terms.

9.15 Costs

Each party must pay its own fees, costs and expenses incurred by it incident to or in connection with the negotiation, preparation, execution, delivery and completion of these NFT Terms and the transactions contemplated by these NFT Terms including without limitation its own legal, accounting and corporate advisory fees.

10 Definitions

In these NFT Terms:

Art means any art design, wording and drawings that are associated with an NFT that you Own;

Confidential Information means:

- (a) Information, in any form, relating to a party's business including but not limited to any products, fees, markets, operations, processes, techniques, technology, forecasts or strategies; and
- (b) Negotiations in relation to, and the terms of, these NFT Terms.

But not:

- (c) Information in the public domain other than because of a breach of these NFT Terms; or
- (d) Information already known to a party prior to the disclosure by the other party;

Digital Currency means a cryptographically secured virtual currency or virtual asset which we identify as an acceptable means of payment or transacting with us;

Digital Wallet means the applicable "Metamask" location, public key or wallet address, account or storage device which we choose to support for the delivery of the NFTs provided by us;

Intellectual Property means any and all intellectual property in the NFT and the Art including all copyright, patents, trade marks, business names, domain names, trading styles, et-up, designs, knowhow, processes, methodologies and all current and future registered and unregistered rights, development or enhancement of the Intellectual Property owned by us or by our licensors;

Intellectual Property Rights means all present and future intellectual property and industrial property rights conferred by statute, at common law or in equity and wherever existing;

Loss includes any loss, damage, cost, charge, liability or expense (including legal costs and expenses);

Marketplace means a software platform or software (including a Blockchain digital wallet) which permits the transfer, purchase or sale of an NFT, provided that the Marketplace at all times cryptographically verifies the NFT owner's right to Own the NFT;

Own means, with respect to an NFT, any NFT we have issued where proof of ownership is recorded on a blockchain system and you control the private key associated with a Digital Wallet to which the NFT is associated or located;

Personnel means any employee, contractor, subcontractor, agent partner, shareholder, ultimate beneficial owner, director or officer of a party;

Purchase Price means the amount advertised for the purchase (or pre-purchase) of any NFT or bundle containing an NFT, which may be denominated in a Digital Currency;

Sales Tax means any form of value added tax or other similar sales tax;

Your Jurisdiction means the country or state where you are ordinarily resident or from which you enter into any agreement with us; and

Website means <http://www.thefelinetribe.com/> and/or any other website we may operate from time to time.