

# QUANTUM TEMPLE TERMS AND CONDITIONS OF NFT SALE

## 1. General.

The following Terms and Conditions of NFT Sale apply to all purchases of Non-Fungible Tokens (the “**NFTs**”) sold by Quantum Temple, Inc. (“**Quantum Temple**”) to buyer (“**Buyer**” or “**you**”) at [www.quantumtemple.io] (the “**Website**”). By purchasing a NFT you accept these Terms and Conditions of NFT Sale, along with any additional terms provided to you on the page where the NFT is listed (the “**Product Purchase Page**”), or otherwise in the process of making a purchase, as well as Quantum Temple’s Privacy Policy (collectively, these “**Terms**”). Any changes in these Terms must specifically be agreed to in writing signed by Quantum Temple and Buyer.

## 2. Eligibility

You hereby represent and warrant that you have the full right, power, and authority to agree to the terms, conditions, obligations, affirmations, representations and warranties set forth in these Terms and to abide by and comply with these Terms. You represent and warrant that you are of the legal age of majority in your jurisdiction as is required to access the Website and purchase NFTs as described herein. You further represent that you are legally permitted to use the Website and NFTs in your jurisdiction including transacting and owning NFTs, and interacting with the Website in any way and that you have not previously been banned from the Website or purchasing NFTs. You further represent you are responsible for ensuring compliance with the laws of your jurisdiction and acknowledge that Quantum Temple is not liable for your compliance or failure to comply with such laws. You further represent and warrant that all funds or assets used by you have been lawfully obtained by you in compliance with all applicable laws. You acknowledge and agree that Quantum Temple or its designee may remove your access to the Website and the ability to purchase additional NFTs at any time for any reason and without notice to you.

## 3. Prices and Taxes.

The price for any NFT will be listed on the applicable Product Purchase Page. Quantum Temple shall be permitted to change the price for any NFT at any time and without notice to you. You hereby authorize Quantum Temple to charge you for the price for any NFT you purchase.

The blockchain on which the sales of NFTs is conducted (the “**Blockchain**”) may require the payment of a transaction fee (a “**Gas Fee**”) for every transaction that occurs on the Blockchain. You will be solely responsible to pay all Gas Fees associated with your transactions, as well as all taxes, fees, duties and governmental assessments (except for taxes based on Quantum Temple’s net income) that are imposed or become due in connection with your use of the Website (including any transactions involving your ownership or transfer of the NFTs) (“**Taxes**”). Except for income taxes levied on us, you (i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, 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, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

## 4. Delivery.

In order to purchase and receive a NFT, you may be required to link your digital wallet. You hereby grant Quantum Temple permission to access your digital wallet in order to deliver the NFT to you. Following the purchase of a NFT, Quantum Temple will deliver the NFT to your linked digital wallet. If Quantum Temple is unable to deliver the NFT to your digital wallet for any reason, your purchase may be voided. Quantum Temple is not responsible for any misdelivered NFT as a result of incorrect information provided by you.

## 5. Ownership and License

(a) The following definitions shall be used in this Section:

“**Art**” means any art, design, product design, trademark, logo, animation, video, drawings and/or other digital content represented or expressed in a NFT that you purchase.

“**Own**” means, with respect to a NFT, a NFT that you have rightfully and lawfully purchased or acquired from a legitimate source, where proof of such purchase or acquisition is recorded on the Blockchain.

(b) Purchasing a NFT entitles you to Own the NFT. In connection with your use and resale of the NFT, you will ensure that: (i) you provide notice that any purchaser of a resold NFT to which you (as an initial or subsequent buyer) (a "**Secondary Sale**") will also be subject to these Terms including a link to or other access to these Terms; (ii) ensure that any purchaser on a Secondary Sale agrees to these Terms, (iii) any Secondary Sale will be in accordance with applicable laws and regulations, including but not limited to restrictions under trade regulations, (iv) you have not breached these Terms before the Secondary Sale, (v) your license to the NFT has not been terminated before the Secondary Sale, and (vi) the entire NFT is sold to a single buyer in the Secondary Sale. For the avoidance of doubt, you may not sell a portion or a fractionalized interest of the NFT in a Secondary Sale or maintain an interest in the NFT following the Secondary Sale, including any right to receive any amounts in connection with subsequent Secondary Sales. You acknowledge that there is no guarantee that you will be able to resell the NFT in a Secondary Sale or that such a Secondary Sale will result in profit. Immediately following any Secondary Sale, your Ownership of the NFT and any associated licenses provided under these Terms will terminate. Your purchase of, and the transfer of Ownership of, the NFT is subject to your agreeing to these Terms. After a Secondary Sale, "you" will also refer to the purchaser in such Secondary Sale transaction.

(c) Subject to your complete and ongoing compliance with these Terms, Quantum Temple grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable (except in connection with a Secondary Sale), non-sublicensable, revocable license to display the Art for your purchased NFT (i) for your own personal, non-commercial use (for example home display, display in a virtual gallery or as an avatar); (ii) as part of a marketplace that permits the Secondary Sale of the NFT, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Art for their purchased NFTs 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 the NFTs, provided that the website/application cryptographically verifies each owner's rights to display the Art for the NFT to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the NFT leaves the website/application. The license to display the Art for the purchased NFT is automatically and always transferred with the NFT in a Secondary Sale. For clarity, except for the foregoing license, neither your purchase of the NFT nor these Terms grant you any other license or rights to any Art.

(d) Except and solely to the extent such a restriction is impermissible under applicable law, you may not:

(i) Profit from, otherwise commercialize, fractionalize, or license the NFT, including in connection with the marketing, advertising, or selling of any third party product, except as part of a Secondary Sale;

(ii) Modify, distort, or make any other changes to the NFT in any way or combine the NFT with, or embed the NFT into, any digital or other content or media except as expressly permitted in the license we grant to you;

(iii) Use the NFT in any manner which infringes upon the intellectual property rights of any person or entity;

(iv) Use the NFT in connection with or to promote any illegal activity, hate speech, violence, inappropriate or obscene content, or in any other manner which could tarnish or harm the reputation of Quantum Temple, and its affiliates, or the cultural heritage represented by the NFT (the "**Cultural Heritage**");

(v) Commit any of the foregoing actions with respect to the Art;

(vi) Use the Art except as incorporated in the NFT, including in movies, videos, or any other form of media; or

(vii) Encourage or permit any third party to do any of the foregoing.

(e) Without limitation to the restrictions listed above, the license granted to you does not include (i) the right to use the Art to create additional NFTs, (ii) the right to create derivative works of the Art, (iii) the right to, and you may not, use any Quantum Temple or Cultural Heritage trademarks in connection with the exercise of your license in this Section. No Quantum Temple or Cultural Heritage trademarks are licensed to you. You may not use or attempt to register any asset, including any domain names, social media accounts or related addresses, that contain or incorporate any artwork, other representation, name or mark that may be confusingly similar to Quantum Temple or Cultural Heritage trademarks. The limitations in this Section will survive the expiration or termination of the license granted to you.

(f) Your license to the Art will automatically terminate, with all rights returning to Quantum Temple if (i) you breach any provision of these Terms, including, without limit, transferring, selling, donating, or otherwise disposing of the NFT in a way not specifically allowed by these Terms, (ii) you engage in unlawful business practice related to the NFT, or (iii) if other circumstances occur which would lead to the termination of these Terms.

(g) 10% of any amounts payable to you upon a Secondary Sale on the any third party NFT marketplace shall be remitted to Quantum Temple.

(h) You acknowledge and agree that Quantum Temple (or, as applicable, our licensors) own all legal right, title and interest in and to all elements of the Website, Art and the NFTs, and all intellectual property rights therein. The visual interfaces, graphics (including, without limitation, all art and drawings), design, systems, methods, information, computer code, software, services, "look and feel", organization, compilation of the content, code, data, and all other elements of the Website and the NFTs (collectively, the "**Quantum Temple Materials**") are owned by Quantum Temple, and are protected by copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Quantum Temple Materials are the copyrighted property of Quantum Temple or its licensors, and all trademarks, service marks, and trade names contained in the Quantum Temple Materials are proprietary to Quantum Temple or its licensors. Except as expressly set forth herein, your use of the Website and the NFTs does not grant you ownership of or any other rights with respect to any content, code, data, or other materials that you may access on or through the Website. We reserve all rights in and to the Quantum Temple Materials not expressly granted to you in the Terms. For the sake of clarity, you understand and agree: (i) that your "purchase" of a NFT does not give you any rights or licenses in or to the Quantum Temple Materials (including, without limitation, our copyright in and to the photographs associated with that NFT) other than those expressly contained in these Terms; and (ii) that you do not have the right to reproduce, distribute, or otherwise commercialize any elements of the Quantum Temple Materials (including, without limitation, our copyright in and to the photographs associated with that NFT ) in any way without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion.

(i) You may choose to submit comments, bug reports, ideas or other feedback about the Website and the NFTs, including without limitation about how to improve the Website and the NFTs (collectively, "**Feedback**"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, sublicensable, nonexclusive, worldwide license under all rights necessary to incorporate and use your Feedback for any purpose.

## 6. Disclaimers.

(a) YOU ACKNOWLEDGE AND AGREE THAT THE NFTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. QUANTUM TEMPLE SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND MERCHANTABILITY. NO PERSON IS AUTHORIZED TO MAKE ANY OTHER WARRANTY OR REPRESENTATION CONCERNING THE PERFORMANCE OF THE NFTS.

(b) NFTS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN. ALL NFT SMART CONTRACTS OPERATE ON THE DECENTRALIZED BLOCKCHAIN LEDGER. QUANTUM TEMPLE, TH CULTURAL HERITAGE, AND EACH OF THEIR AFFILIATES HAVE NO CONTROL OVER AND MAKE NO PROMISES OR GUARANTEES WITH RESPECT TO THE BLOCKCHAIN OR SMART CONTRACTS. YOU AGREE THAT QUANTUM TEMPLE, THE CULTURAL HERITAGE, AND EACH OF THEIR AFFILIATES ARE NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR ANY ISSUES OR LOSSES RELATED TO THE NFT, THE BLOCKCHAIN, YOUR DIGITAL WALLET, OR SMART CONTRACTS. QUANTUM TEMPLE IS NOT RESPONSIBLE FOR LOSSES DUE TO THE BLOCKCHAIN OR ANY OTHER FEATURES OF THE BLOCKCHAIN INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE BLOCKCHAIN, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

(c) THERE IS NO GUARANTEE THAT A SECONDARY MARKET WILL EXIST FOR THE NFT. QUANTUM TEMPLE, THE CULTURAL HERITAGE, AND EACH OF THEIR AFFILIATES HAVE NO CONTROL OVER YOUR DECISION TO RESELL THE NFT AS PART OF A SECONDARY SALE AND MAKE NO PROMISES OR GUARANTEES WITH RESPECT TO YOUR ABILITY TO FIND A BUYER OF THE NFT, CONDUCT A SECONDARY SALE OF THE NFT, OR PROFIT FROM THE NFT AS A RESULT OF A SECONDARY SALE. YOU AGREE THAT QUANTUM TEMPLE, THE CULTURAL HERITAGE, AND EACH OF THEIR AFFILIATES ARE NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR ANY ISSUES OR LOSSES RELATED TO THE SECONDARY SALE OF THE NFT.

(d) QUANTUM TEMPLE, ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF YOUR DIGITAL WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR LOSS OF SECRET KEY; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO

THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE BLOCKCHAIN OR THE DIGITAL WALLET.

#### **7. Limitations on Liability.**

IN NO EVENT WILL QUANTUM TEMPLE, ITS LICENSORS, OR THE CULTURAL HERITAGE BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL THAT YOU MAY SUFFER DIRECTLY OR INDIRECTLY AS A RESULT OF ANY BREACH OF ANY WARRANTY, REPRESENTATION, COVENANT OR ANY OTHER PROVISION OF THESE TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF QUANTUM TEMPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL QUANTUM TEMPLE'S LIABILITY TO YOU FOR ALL CLAIMS UNDER THESE TERMS FOR ANY ONE NFT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE PURCHASE PRICE PAID BY YOU FOR THAT SPECIFIC NFT. IN NO EVENT WILL QUANTUM TEMPLE BE LIABLE UNDER ANY CIRCUMSTANCE OR LEGAL THEORY FOR ANY LIABILITIES OF BUYER TO ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, BUYER'S LESSORS OR CREDITORS.

#### **8- Privacy**

Quantum Temple respects your privacy. Our Privacy Policy explains how we collect, use, and disclose information about you.

#### **9- Governing Law and Dispute Resolution**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, U.S.A., irrespective of its choice of law provisions. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.

#### **10. Miscellaneous.**

These Terms constitute the entire legal agreement between you and Quantum Temple, govern your access to and use of the Website and the NFTs, and completely replace any prior or contemporaneous agreements between the parties related to your access to or use of the Website and the NFTs, whether oral or written. There are no third party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms create any agency, partnership, or joint venture. The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an affiliate, or in connection with an acquisition, sale or merger. You may not assign your rights or obligations under these Terms, except for a transfer of rights in connection with a Secondary Sale. Should any part of these Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions will remain in full force and effect. Our failure to enforce any provision of these Terms will not be deemed a waiver of such provision, nor of the right to enforce such provision. We will not be liable for any failure or delayed performance of our obligations that result from any condition beyond our reasonable control, including, but not limited to, governmental action, acts of terrorism, earthquake, fire, flood, acts of God, labor conditions, power failures, Internet disturbances, acts or omissions of third parties, plague, epidemic, pandemic, outbreaks of infectious disease and/or any other public health crisis, including quarantine or other employee restrictions. You agree that we may provide you with notices (including, without limitation those regarding changes to these Terms) by email, regular mail, or postings on the Website. If these terms are changed, the terms that apply to you are the ones in effect at the time of initial sale or Secondary Sale, as applicable. By providing us with your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.