



## PLAYER ZERO RECORDS NFT TERMS

By purchasing, acquiring, or otherwise receiving an NFT that originated from Digital Arts & Sciences, Inc., ("**Player Zero Records**") and links to these PLAYER ZERO RECORDS NFT Terms (each, a "**Founders Pass NFT**"), you agree to these PLAYER ZERO RECORDS NFT Terms (the "**NFT Terms**"). These NFT Terms, along with the Player Zero Records User Terms of Service, made available at below and incorporated herein by reference, are collectively referred to as the "**Agreement**."

**OWNERSHIP OF FOUNDERS PASS NFTS AND ARTWORK.** Each Founders Pass NFT is a limited-edition digital asset that embodies or includes certain artwork owned or created by Player Zero Records (the "**Artwork**"). You acknowledge and agree that Digital Arts and Sciences, Inc. ("**Player Zero Records**") owns all legal right, title and interest in and to the Artwork, and all intellectual property rights therein. Founders Pass NFTs may also incorporate one or more elements of Player Zero Records' trademarks and branding (the "**Brand**"). Each Founders Pass NFT is a non-fungible token hosted on the Ethereum blockchain, ownership of which can be transferred through gift, purchase, or sale. The Artwork is neither stored nor embedded in the Founders Pass NFTs, but is accessible through the Founders Pass NFTs. ALTHOUGH EACH FOUNDERS PASS NFT ITSELF IS OWNED BY ITS THEN-CURRENT OWNER, THE ARTWORK EMBODIED THEREBY AND ANY BRAND INCORPORATED THEREIN OR USED THEREWITH IS LICENSED, PURSUANT TO THESE NFT TERMS, AND NOT TRANSFERRED OR SOLD, TO SUCH OWNER. "**OWN**" MEANS, WITH RESPECT TO A FOUNDERS PASS NFT, A FOUNDERS PASS 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 RELEVANT BLOCKCHAIN. The rights that you have in and to the Artwork are limited to those expressly stated in the paragraph immediately below. Player Zero Records and its licensors reserve all rights in and to the Artwork and Brand not expressly granted to you herein.

**LICENSES.** Subject to your lawful purchase or acquisition of a Founders Pass NFT and your continued compliance with this Agreement, Player Zero Records grants you a worldwide, non-exclusive, revocable, royalty-free license, with no right to sub-license, (a) to display the Artwork and any Brand embodied by your Founders Pass NFTs, solely for the following purposes: (i) for your own personal, non-commercial use (e.g., display in a virtual gallery, on a mobile device, as an avatar, or in your home); (ii) through or as a part of a marketplace that permits the purchase and sale of your Founders Pass NFTs in connection with such potential purchase or sale, provided that the marketplace cryptographically verifies rights to ensure that only the actual owner can offer a Founders Pass NFT for sale; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your Founders Pass NFTs, provided that the website/application cryptographically verifies rights to ensure that only the actual owner can display the Founders Pass NFT; and (b) to access certain limited features or exercise certain privileges on or through Player Zero Records website(s), mobile application(s), and certain in-person events (collectively, the "**Player Zero Records Properties**"), in each case in accordance with the functionalities of such Player Zero Records Properties and as may be modified by Player Zero Records from time to time in Player Zero Records' sole discretion. Player Zero Records provides each Founders Pass NFT, licenses the Artwork and Brand to the owner of the Founders Pass NFT, and provides Player Zero Records Properties on an "AS IS" basis, and expressly disclaims any warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose. The license to display the Artwork and any Brand embodied by a Founders Pass NFT is automatically and always transferred with the NFT as provided below. Otherwise the license to display the Artwork and any Brand embodied by each Founders Pass NFT is non-transferable.

You acknowledge that the license granted to you in this Agreement applies only to the extent that you lawfully purchased or acquired a Founders Pass NFT and, with respect to a Founders Pass NFT that you have lawfully acquired, for so long as you own such Founders Pass NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Founders Pass NFT for any reason, the license granted in this Agreement to you will immediately expire with respect to such Founders Pass NFT without the requirement of notice, and you will have no further rights in or to the Artwork or Brand embodied by such Founders Pass NFT. The license granted in this Agreement will also automatically terminate, with all rights returning to Player Zero Records, if: (x) you breach this Agreement, which shall include, transferring or acquiring a Founders Pass NFT in a way not specifically permitted hereunder or (y) you engage in any unlawful business practice related to Founders Pass NFTs. In the event that you did not lawfully purchase or acquire a Founders Pass NFT or upon any termination of the license granted in this Agreement, Player Zero Records



may disable your access to the Artwork and/or Brand and/or deny you access to the Player Zero Records Properties and/or any further benefits, services or goods associated with the Founders Pass NFT.

**RESTRICTIONS.** You agree that you will not, nor will you permit any third party to, do or attempt to do any of the following without Player Zero Records' express prior written consent in each case: (i) modify, distort or perform any other change to the Artwork or Brand embodied by your Founders Pass NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Artwork or Brand embodied by your Founders Pass NFTs as a brand or trademark or to advertise, market, or sell any product or service (other than an authorized offering of a Founders Pass NFT itself); (iii) use the Artwork or Brand embodied by your Founders Pass NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others or promote illegal activities; (iv) use the Artwork or Brand embodied by your Founders Pass NFTs in movies, videos, or any other forms of media, except solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Artwork or Brand embodied by your Founders Pass NFTs; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Artwork or Brand embodied by your Founders Pass NFTs; (vii) use the Artwork or Brand embodied by your Founders Pass NFTs in connection with defamatory or dishonest statements about Player Zero Records and/or its affiliated companies or which otherwise damage the goodwill, value or reputation of Player Zero Records or represent or imply that your exercise of the licenses granted hereunder is endorsed by Player Zero Records and/or its affiliated companies; or (viii) otherwise utilize the Artwork Brand embodied by your Founders Pass NFTs for your or any third party's commercial benefit (other than an authorized offering of the Founders Pass NFT itself). These restrictions will survive the expiration or termination of licenses granted hereunder.

Without limiting the foregoing, the license granted by this Agreement does not include: (i) the right to use the Artwork or Brand in connection with additional NFTs; or (ii) the right to create derivative works of the Artwork. You may not use or attempt to register any asset, including any domain names, social media accounts or related addresses, that contains or incorporates any Artwork, Brand, or any other representation, name or mark that may be confusingly similar to any of Player Zero Records' intellectual property.

**MINTING BONUS.** The owner of the digital wallet that mints and initially purchases this Founders Pass NFT (the "**Initial Purchaser**") may, subject to the Initial Purchaser's ongoing compliance with this Agreement, be entitled to receive two (2) free tickets and/or passes (the "**Minting Bonus**") to a concert (including music festivals) of the Initial Purchaser's choosing (the "**Selected Event**"). The Selected Event must be located in the United States and must be scheduled to take place prior to February 1, 2024. Additional terms and conditions, including those terms and conditions made available by or in connection with the Selected Event, may apply. Tickets and/or passes issued pursuant to the Minting Bonus shall be VIP tier or the equivalent, subject to availability. Initial Purchaser must designate a Selected Event and give Player Zero Records notice of the same no less than sixty (60) days prior to the date of the Selected Event by emailing [info@digitalscience.art](mailto:info@digitalscience.art); SUBJ: Minting Bonus. Should the Selected Event no longer have any availability, Initial Purchaser may select a different Selected Event. The Minting Bonus may not be redeemed before the date ninety (90) days from the Initial Purchaser's purchase of this Founders Pass NFT, and must be redeemed on or before February 1, 2024. Initial Purchaser must be the owner of this Founders Pass NFT at the time that (i) the Minting Bonus is requested and (ii) any tickets or passes are released, in order to be eligible to receive such Minting Bonus. Tickets and/or passes cannot be resold; however, subject to the terms and conditions of the Selected Event, Player Zero Records shall make commercially reasonable efforts to honor any Initial Purchaser's request to transfer tickets or passes issued pursuant to a Minting Bonus. Player Zero Records will have no liability to the Initial Purchaser or any third party arising from or related to any Selected Event, including without limitation any delay and/or cancellation of the same. For the avoidance of doubt, the Minting Bonus shall be deemed fulfilled at the time that the Initial Purchaser receives the tickets and/or passes for a Selected Event, notwithstanding any later modification or cancellation of the same.

**TRANSFERRING YOUR FOUNDERS PASS NFT.** You may transfer any Founders Pass NFT that you lawfully own to a third party, subject to this Agreement. After any such transfer, your licenses to the Artwork and Brand will immediately terminate, and your right to receive any Minting Bonus will terminate. Your licenses will also immediately terminate if



you breach this Agreement. If you transfer any Founders Pass NFT, you must make the transferee aware of, and you must cause any such transferee to agree in writing to comply with and be bound by, these Terms.

You acknowledge and agree that any transfer of this Founders Pass NFT, by you or by the then-current owner, is subject to a fee payable to Player Zero Records equal to no greater than 5% of the total consideration paid for the Founders Pass NFT in connection with any such transfer, excluding any marketplace fees.



## Player Zero Records

### User Terms of Service

Last Updated: 9/7/2022

#### 1. INTRODUCTION

These Terms of Use (these “**Terms**”) govern your access to and use of certain products, services and properties made available by Digital Arts and Sciences, Inc. (“**Player Zero Records**,” “**we**,” “**us**” or “**our**”). (As used herein, the term “**you**” (including any variant) refers to each individual who enters into these Terms on such individual’s own behalf or any entity on behalf of which an individual enters into these Terms.) Our products, services and properties include, without limitation, purchase, sale, of certain digital assets; our online and/or mobile services, including the website through which these Terms are made available (the “**Site**”) and software (including any Token (as defined below) made available by us that links to these Terms) provided on or in connection with those services (collectively, the “**Service**”). Certain features of the Service may be subject to additional guidelines, terms, or rules (“**Supplemental Terms**”), which will be displayed in connection with such features. These Terms and all such Supplemental Terms, which are incorporated by reference, are collectively referred to as the “**Agreement**”. If these Terms are inconsistent with any Supplemental Terms, the Supplemental Terms shall control solely with respect to such services.

PLAYER ZERO RECORDS OFFERS CERTAIN DIGITAL ASSETS AND ANY DIGITAL OR NON-DIGITAL PRODUCTS, SERVICES AND/OR BENEFITS TO BE FURNISHED IN CONNECTION WITH SUCH SALES. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF TOKENS, INCLUDING WITHOUT LIMITATION ANY FOUNDERS PASS NFTS, THAT YOU PURCHASE.

PLEASE READ SECTION 18 OF THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. **UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE AGREEING TO MANDATORY INDIVIDUAL ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVING YOUR RIGHT TO A JURY TRIAL ON YOUR CLAIMS.**

PLEASE BE AWARE THAT SECTION 6 OF THIS AGREEMENT, BELOW, CONTAINS YOUR OPT-IN CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM US.

THIS AGREEMENT IS IMPORTANT AND AFFECTS YOUR LEGAL RIGHTS, SO PLEASE READ CAREFULLY. BY CLICKING ON ANY “I ACCEPT” BUTTON, PURCHASING OR OFFERING TO PURCHASE TOKENS THROUGH THE SERVICE, AND/OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ALL OF THE TERMS INCORPORATED HEREIN. If you do not agree to this Agreement, you may not access or use the Service or purchase any Tokens.

Please refer to our [Privacy Policy](#) for information about how we collect, use and share personal information about you. By submitting data through the Service, you expressly consent to the collection, use and disclosure of your personal data in accordance with the Privacy Policy.



Player Zero Records reserves the right to change or modify this Agreement at any time and in our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the Service or updating the "Last Updated" date at the beginning of this Agreement. By continuing to access or use the Service at any point after such update, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We encourage you to review this Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Service. If you do not agree to the revised Terms, you may not access or use the Service.

## 2. OUR SERVICE

- a. The Service is a software application made available by Player Zero Records to, among other things, enable users of the Service ("**Users**") to mint and/or purchase unique non-fungible tokens ("**NFT(s)**") implemented on the Ethereum blockchain (the "**Blockchain Platform**") using smart contracts, and any products, services and/or benefits to be furnished in connection with such NFTs (collectively, "**Tokens**"). You may only participate in the purchase of any Token by linking an electronic wallet that allows you to purchase, store, and engage in transactions using cryptocurrency and NFTs (each, a "**Digital Wallet**") on supported bridge extensions or through other Payment Processors (as defined below) then-currently supported by us. In order to use certain Services, including to purchase a Token through the Service, you must connect your Digital Wallet through the Service. Once you submit an order to purchase a Token, your order is passed on to the applicable extension, which completes the transaction on your behalf.
- b. ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE EFFECTED BY THIRD-PARTY DIGITAL WALLET EXTENSIONS. BY USING OUR SERVICES YOU AGREE THAT SUCH TRANSACTIONS ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS.

## 3. USER REPRESENTATIONS AND WARRANTIES

- a. You must be eighteen (18) years old to use the Service. By using the Service, you agree to (i) provide accurate, current, and complete information about yourself, (ii) maintain and promptly update from time to time as necessary such information, (iii) maintain the security of your Digital Wallet and accept all risks of unauthorized access to your Digital Wallet and to the information you provide to us, and (iv) immediately notify us if you discover or otherwise suspect any security breaches related to the Service.
- b. You agree that you will not:
  - buy, sell, rent, or lease access to the Service without our written permission;
  - log in or try to log in to access the Service through unauthorized third party applications or clients.
- c. Player Zero Records may require you to provide additional information and documents from time to time, including without limitation at the request of any competent authority or in order to help Player Zero Records comply with applicable law, regulation, or policy, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Player Zero Records may also require you to provide additional information and documents in cases where it has reasons to believe that: (i) your Digital Wallet or other access to the Service is being used for money laundering or for any other illegal activity; (ii) you have concealed or reported false identification information and other details; or (iii) transactions effected via your Digital Wallet were effected in breach of this Agreement. In such cases, Player Zero Records, in its sole discretion, may pause or cancel your transactions until such requested additional information and documents have been reviewed by Player Zero Records and accepted as satisfying the requirements of applicable law, regulation, or policy. If you do not provide complete and accurate information



and documents in response to such a request, Player Zero Records may refuse to provide any Token, Content (as defined below), product, service and/or further access to the Service to you.

- d. When you use the Service, you hereby represent and warrant, to and for the benefit of Player Zero Records, its affiliates, and its and their respective representatives, as follows:
- **Authority.** You have all requisite capacity, power and authority to enter into, and perform your obligations under this Agreement.
  - **Accuracy of Background Check Information.** All information provided to Player Zero Records and/or its third-party designees, including its address and social security number or tax ID number, is accurate and complete. None of: (i) you; (ii) any of your affiliates; (iii) any other person having a beneficial interest in you; or (iv) any person for whom you are acting as agent or nominee in connection with this Agreement is: (A) a country, territory, entity or individual named on an OFAC list as provided at <http://www.treas.gov/ofac>, or a person or entity prohibited under the OFAC programs, regardless of whether or not they appear on the OFAC list; or (B) a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure.
  - **Independent Investigation and Non-Reliance.** You are sophisticated, experienced and knowledgeable regarding Tokens. Additionally, you have conducted an independent investigation of the Service and the matters contemplated by these Terms, have formed your own independent judgment regarding the benefits and risks of and necessary and desirable practices regarding the foregoing, and, in making the determination to use the Service, you have relied solely on the results of such investigation and such independent judgement. Without limiting the generality of the foregoing, you understand, acknowledge and agree that the legal requirements pertaining to blockchain technologies and digital assets generally, including the Tokens, are uncertain, and you have conducted an independent investigation of such potentially applicable legal requirements and the resulting risks and uncertainties, including the risk that one or more governmental entities or other persons may assert that any digital assets or cryptographic tokens (including the Tokens) may constitute securities under applicable legal requirements. You hereby irrevocably disclaim and disavow reliance upon any statements or representations made by or on behalf of, or information made available by, Player Zero Records, in determining to enter into this Agreement or use the Service.
  - **Litigation.** There is no legal proceeding pending that relates to your activities relating to the Service or other token- or digital asset- trading or blockchain technology-related activities.
  - **Compliance.** You have not failed to comply with, and have not violated, any applicable legal requirement relating to any blockchain technologies or token trading activities. No investigation or review by any governmental entity is pending or, to your knowledge, has been threatened against or with respect to you, nor does any government order or action prohibit you or any of your representatives from engaging in or continuing any conduct, activity or practice.
- e. You must provide all equipment and software necessary to connect to the Service. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Service.

#### 4. PURCHASING A TOKEN



- a. By purchasing a Token, you agree to comply with any terms, including licenses or payment rights that are embedded within or otherwise included with any Token that you purchase. Player Zero Records does not guarantee that Tokens will be transferable to any other platform.
- b. Player Zero Records may set limits on or other terms regarding the sale of Tokens comprising Player Zero Records' Content, including, without limitation, any fee payable in connection with any subsequent sale of a Token, whether or not such sale takes place on or through the Service (each such sale, a "**Secondary Sale**," and such fee, a "**Secondary Sale Fee**"), and Player Zero Records will display such terms at point of sale or otherwise within the Service (the "**NFT Terms**").
- c. Player Zero Records is not and shall not be a party to any transaction or dispute between any initial buyer of a Token and any subsequent owner of such Token, whether arising from any rights granted in that Token or otherwise, unless otherwise set forth in connection with such Token.

## 5. PRICING AND FEES; PAYMENTS

- a. All pricing and payment terms for Tokens are as indicated at point of sale or otherwise on the Service, and any payment obligations you incur are binding at the time of purchase. You may not substitute any other currency, whether cryptocurrency or fiat currency, for the currency in which you have contracted to pay at the time of purchase. For clarity, no fluctuation in the value of any currency, whether cryptocurrency or otherwise, shall impact or excuse your obligations with respect to any purchase. Whether a particular cryptocurrency is accepted as a payment method by Player Zero Records is subject to change at any time in Player Zero Records' sole discretion.
- b. When you purchase a Token, you agree that you have read, understand, and agree to be bound by any terms and conditions applicable to the Secondary Sale of that Token, including any Secondary Sale Fee (regardless of whether such Secondary Sale Fee is enforced or supported by the third-party platform or marketplace that facilitates a Secondary Sale). You further agree that, if you sell a Token, you will bind the purchaser of the Token to such Secondary Sale terms and conditions.
- c. Payment processing for each Token is provided by one or more third-party service providers, including without limitation digital wallet bridge extensions (each, a "**Payment Processor**"). Player Zero Records may add or change any Payment Processor at any time. Such services may be subject to additional terms or conditions as imposed by the applicable Payment Processor, if your right to use Payment Processor's payment processing system is terminated you may not be able to access and use the Services.
- d. Player Zero Records may offer certain Tokens via auction ("**Auction**"). The Auction terms are as follows:
  - **Auction Model.** Bidding (as defined below) for a Token starts at the date and time (**the "Start Time"**) specified on the applicable sales page for each Token on the Services (which may be subject to change from time to time in Player Zero Records' sole discretion). Bids may only be submitted during the period following the Start Time and continuing until the later of (i) the end time for such Auction as set forth on the applicable sales page; or (ii) fifteen (15) minutes following the last Bid placed in such Auction (such period, the "**Auction Window**"). Subject to the Agreement, the highest Bid placed during the Auction Window (the "**Winning Bid**") shall close the Auction and trigger the minting of the Token to the Digital Wallet of the individual that placed such Winning Bid.
  - **Placing a Bid.** In order to place a bid in the Auction of a Token (a "**Bid**"), you must first connect and unlock your Digital Wallet through the Service and provide such information as is requested by Player



Zero Records in connection with such Auction. Your Digital Wallet must be capable of supporting and accepting the Token. The funds available in your Digital Wallet must meet or exceed your Bid amount. By placing a Bid, you represent and warrant that you are authorized to use the payment method to make a purchase of a Token. Furthermore, you agree: (i) that all Bids placed by you are genuine expressions of your intent to bid on the applicable Token; (ii) if your Bid is a Winning Bid, to pay for such Token; and (iii) that your Bid is not the product of any collusive or other anti-competitive agreement and is otherwise consistent with any applicable laws. You acknowledge and agree that (a) all Bids, regardless of the means by which such Bids are placed, are final; and (b) you will not be permitted to amend or retract your Bid. Player Zero Records is not responsible for any errors that you make or that are made through your Digital Wallet in connection with a Bid. Player Zero Records reserves the right to refuse or revoke permission to place a Bid, to cancel a Bid you have placed, and/or to remove bidding privileges before or during a sale if we suspect or determine that you have violated this Agreement.

## **6. CONSENT TO ELECTRONIC COMMUNICATION**

By contacting Player Zero Records via email, signing up to be white-listed for a sale of Tokens, or by using the Service, you consent to receive electronic communications from Player Zero Records (e.g., via Discord or by posting notices to the Service). These communications may include notices about your use of the Service (e.g., transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We have no obligation to store for your later use or access any such electronic communications that we make to you.

## **7. OWNERSHIP.**

Unless otherwise indicated in writing by us, the Service and all content and other materials contained therein, including, without limitation, the Player Zero Records logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "**Content**") are the proprietary property of Player Zero Records or our affiliates, licensors or Users, as applicable. The Player Zero Records logo and any Player Zero Records product or service names, logos or slogans that may appear on the Service are trademarks of Player Zero Records or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Player Zero Records," or any other name, trademark or product or service name of Player Zero Records or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Player Zero Records and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and other names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Player Zero Records.

## **8. LICENSE TO OUR SERVICE AND CONTENT**

- a. You are hereby granted a limited, revocable, nonexclusive, nontransferable, non-assignable, non-sublicensable, "as-is" license to access and use the Service and Content for your own personal, non-commercial use; provided, however, that such license is subject to this Agreement and does not include any right to (i) sell, resell, or use commercially the Service or Content, (ii) distribute, publicly perform, or publicly display any





Content, (iii) modify or otherwise make any derivative uses of the Service or Content, or any portion thereof, (iv) use any data mining, robots, or similar data gathering or extraction methods, (v) download (other than page caching) any portion of the Service or Content, except as expressly permitted by us, and (vi) use the Service or Content other than for their intended purposes. This license is subject to your compliance with the Acceptable Use Policy set forth in Section 11 below.

- b. You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Service for noncommercial purposes, provided that such link does not portray Player Zero Records or our affiliates or any of our Services, Content, products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable in Player Zero Records' sole discretion. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Player Zero Records to link to the Service or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Player Zero Records trademark, logo or other proprietary information, including the images found on the Service, the content of any text or the layout or design of any page, or form contained on a page, on the Service without our express written consent.
- c. Player Zero Records may from time-to-time change or discontinue any or all aspects or features of the Service, including by (i) altering the smart contracts which are included in the Blockchain Platform pursuant to upgrades, forks, security incident responses or chain migrations, (ii) deactivating or deleting Content that Player Zero Records in its sole discretion determines has been abandoned; or (iii) repossessing any Tokens that Player Zero Records in its sole discretion determines have been abandoned. In such events, you may no longer be able to access, interact with or, read the data from the Service.

## 9. USER CONTENT

- a. **"User Content"** means any and all information and content that a user submits to, or uses with, the Site (e.g., content in the user's profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy set forth below. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Player Zero Records. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Player Zero Records is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.
- b. You hereby grant (and you represent and warrant that you have the right to grant) to Player Zero Records an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.
- c. We reserve the right (but have no obligation) to review, refuse and/or remove any User Content in our sole discretion, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy (as defined below) or any other provision of these Terms or otherwise create liability



for us or any other person. Such action may include removing or modifying your User Content, terminating your access to the Service in accordance with Section 19, and/or reporting you to law enforcement authorities.

#### **10. THIRD-PARTY SERVICES; THIRD-PARTY TERMS**

The Service may contain links to third-party properties (“**Third-Party Properties**”) and applications (“**Third-Party Applications**”). When you click on a link to a Third-Party Property or Third-Party Application, such as a bridge extension, you are subject to the terms and conditions (including privacy policies) of such other property or application. Such Third-Party Properties and Third-Party Applications are not under the control of Player Zero Records. Player Zero Records is not responsible for any Third-Party Properties or Third-Party Applications. Player Zero Records provides links to these Third-Party Properties and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Properties or Third-Party Applications, or their products or services. You use all links in Third-Party Properties, and Third-Party Applications at your own risk. When you leave our Service, our Terms and policies no longer govern. You should review all applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Properties or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

#### **11. ACCEPTABLE USE POLICY**

You agree that you are solely responsible for your conduct while participating in the purchase or sale of Tokens or otherwise accessing or using the Service. You agree that you will abide by this Agreement and will not:

- a. Provide false or misleading information to Player Zero Records;
- b. Use or attempt to use another User’s linked Digital Wallet without authorization from such User and Player Zero Records;
- c. Pose as another person or entity;
- d. Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Service, or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- e. Develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Service;
- f. Reverse engineer any aspect of the Service, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any service, area, or code of the Service;
- g. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Service that you are not authorized to access;
- h. Use any robot, spider, crawler, scraper, script, browser extension, offline reader, or other automated means or interface not authorized by us to access the Service, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;
- i. Collect or harvest data from our Service that would allow you to contact individuals, companies, or other persons or entities, or use any such data to contact such entities;

- j. Use data collected from our Service for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- k. Bypass or ignore instructions that control all automated access to the Service;
- l. Use the Service for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement;
- m. Use the Blockchain Platform to carry out any illegal activities in connection with or in any way related to your access to and use of the Service, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Blockchain Platform, or the Service;
- n. Engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including:
  - trading a Token at successively lower or higher prices for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Token, unduly or improperly influencing the market price for such Token trading on the Service or establishing a price which does not reflect the true state of the market in such Token;
  - for the purpose of creating or inducing a false or misleading appearance of activity in a Token or creating or inducing a false or misleading appearance with respect to the market in a Token: (A) executing or causing the execution of any transaction in a Token which involves no material change in the beneficial ownership thereof; or (B) entering any order for the purchase or sale of a Token with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Token, has been or will be entered by or for the same or different parties; or
  - participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a Token.
- o. Use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable, (iii) that is harmful to minors in any way, or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

## 12. INVESTIGATIONS

If Player Zero Records becomes aware of any possible violations by you of this Agreement, Player Zero Records reserves the right to investigate such violations. If, as a result of the investigation, Player Zero Records believes that criminal activity may have occurred, Player Zero Records reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Player Zero Records is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including your Content, in Player Zero Records’ possession in connection with your use of the Service, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement, (iii) respond to any claims that your Content violates the rights of third parties, (iv) respond to



your requests for customer service, or (v) protect the rights, property or personal safety of Player Zero Records, its Users, or the public, and all law enforcement or other government officials, as Player Zero Records in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning your use of the Service, including without limitation text, voice, or video communications.

### **13. RELEASE**

You hereby release and forever discharge Player Zero Records and our officers, employees, agents, successors, and assigns (the "**Player Zero Records Entities**") from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Users of the Service or any Third-Party Properties). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

### **14. ASSUMPTION OF RISK RELATED TO TOKENS**

You acknowledge and agree that:

- a. The prices of digital assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Tokens, which may also be subject to significant price volatility. We cannot and do not guarantee that any Tokens will not lose value.
- b. You are solely responsible for determining what, if any, taxes apply to your transactions involving Tokens. Neither Player Zero Records nor any other Player Zero Records Entity is responsible for determining the taxes that may apply to transactions involving Tokens.
- c. Tokens exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such Tokens.
- d. There are risks associated with using digital currency and digital assets, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, the risk that third parties may obtain unauthorized access to your information, and the risk of purchasing (i) counterfeit or mislabeled assets, (ii) assets that are vulnerable to metadata decay, (iii) assets on smart contracts with bugs, and (iv) assets that may become untransferable.
- e. Upgrades to the Blockchain Platform, a hard fork in the Blockchain Platform, a failure or cessation of the Blockchain Platform, or a change in how transactions are confirmed on the Blockchain Platform may have unintended, adverse effects on all blockchains using such technologies, including without limitation your transactions involving Tokens purchased from Player Zero Records.
- f. The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is evolving, and new regulations or policies may materially adversely affect the development of the Service and the utility of Tokens.



- g. Player Zero Records reserves the right to hide collections, contracts, and assets that Player Zero Records suspects or believes may violate this Agreement. Tokens you purchase may become inaccessible on the Service. Under no circumstances shall the inability to access or view your assets on the Service serve as grounds for a claim against Player Zero Records.

## **15. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Player Zero Records and the Player Zero Records Entities from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement, and costs of or associated with pursuing indemnification and insurance), of every kind and nature whatsoever arising out of or related to this Agreement or your use of the Service, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "**Claims**"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Service, Content or Tokens, including, without limitation, any act or omission involving any third party in connection with the listing, buying, selling, or trading of any Tokens hereunder; (b) any feedback you provide; (c) your violation of this Agreement; (d) your violation of the rights of any third party, including another User; (e) any breach or non-performance of any covenant or agreement made by you; (f) your listing, buying, selling, or trading of any Tokens; or (g) any off-chain benefits (including the furnishing, or any failure to furnish, or any acts or omissions of or attributable to you or any third party in respect of the same). You agree to promptly notify Player Zero Records of any third-party Claims and cooperate with Player Zero Records Entities in defending such Claims. You further agree that Player Zero Records Entities shall have control of the defense or settlement of any third-party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A SEPARATE WRITTEN AGREEMENT BETWEEN YOU AND PLAYER ZERO RECORDS.

## **16. DISCLAIMERS**

THE SERVICE, CONTENT CONTAINED THEREIN, AND TOKENS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. PLAYER ZERO RECORDS (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. PLAYER ZERO RECORDS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE SERVICE OR ANY CONTENT CONTAINED THEREIN. PLAYER ZERO RECORDS DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SERVICE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SERVICE. WHILE PLAYER ZERO RECORDS ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICE AND CONTENT SAFE, PLAYER ZERO RECORDS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, CONTENT, OR ANY TOKENS LISTED ON OUR SERVICE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU SUSTAIN AS A RESULT OF YOUR USE OF THE SERVICE. WE TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF TOKENS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS



FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SERVICE OR TOKENS.

TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN PLATFORM. WE DO NOT GUARANTEE THAT PLAYER ZERO RECORDS OR ANY PLAYER ZERO RECORDS ENTITY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TOKENS. WE CANNOT AND DO NOT GUARANTEE THAT ANY TOKEN WILL HAVE OR RETAIN ANY INHERENT VALUE, OR THAT YOU WILL BE ABLE TO SELL OR RESELL ANY TOKEN PURCHASED THROUGH THE SERVICE.

Player Zero Records is not responsible for any losses or harms sustained by you due to vulnerability or any kind of failure, abnormal behavior of software (e.g., smart contract), blockchains, or any other features of or inherent to the Tokens. Player Zero Records is not responsible for casualties due to developers' or representatives' delay or failure to report any issues with any blockchain supporting Tokens, including without limitation forks, technical node issues, or any other issues that result in losses of any sort.

Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded under the laws applicable to your jurisdiction. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

#### **17. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL PLAYER ZERO RECORDS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SERVICE, ANY TOKENS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF PLAYER ZERO RECORDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS UNDERTAKEN BY YOU AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF PLAYER ZERO RECORDS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, YOUR ACCESS TO AND USE OF THE SERVICE, CONTENT (INCLUDING YOUR CONTENT), OR ANY TOKENS MINTED, PURCHASED, OR SOLD THROUGH THE SERVICE EXCEED THE GREATER OF (A) \$100 OR (B) THE AMOUNT RETAINED BY PLAYER ZERO RECORDS IN THE TRANSACTION OR INCIDENT THAT IS THE SUBJECT OF THE CLAIM.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**18. DISPUTE RESOLUTION. PLEASE READ CAREFULLY THE FOLLOWING ARBITRATION AGREEMENT (“ARBITRATION AGREEMENT”). IT REQUIRES YOU TO ARBITRATE DISPUTES WITH PLAYER ZERO RECORDS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.**



- a. **Applicability of Arbitration Agreement.** Subject to the terms of this Arbitration Agreement, you and Player Zero Records agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Services or of the Player Zero Records Site, any Communications you receive, any products sold or distributed through the Player Zero Records Site, the Services, or the Terms and prior versions of the Terms, including claims and disputes that arose between us before the effective date of these Terms (each, a **"Dispute"**) will be resolved by binding arbitration, rather than in court, except that: (1) you and Player Zero Records may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Player Zero Records 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). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims that may arise after the termination of these Terms.
  
- b. **Informal Dispute Resolution.** There might be instances when a Dispute arises between you and Player Zero Records. If that occurs, Player Zero Records is committed to working with you to reach a reasonable resolution. You and Player Zero Records agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Player Zero Records therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (**"Informal Dispute Resolution Conference"**). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (**"Notice"**), which shall occur within forty five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Player Zero Records that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to [info@digitalscience.art](mailto:info@digitalscience.art) or regular mail to our offices located at 1626 Montana Ave, Suite 147. Santa Monica, CA 90403. The Notice must include: (1) your name, telephone number, mailing address and email address and/or Digital Wallet address; (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party's Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

- c. **Waiver of Jury Trial. YOU AND PLAYER ZERO RECORDS 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 Player Zero Records are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled "Applicability of Arbitration Agreement" above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- d. **Waiver of Class and Other Non-Individualized Relief.** YOU AND PLAYER ZERO RECORDS AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 18(i), EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 18(i) entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Player Zero Records agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Player Zero Records from participating in a class-wide settlement of claims.
- e. **Rules and Forum.** The Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Player Zero Records agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association ("**AAA**"), in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). The Request must include: (1) the name, telephone number, mailing address and e-mail address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.





Unless you and Player Zero Records otherwise agree, or the Batch Arbitration process discussed in subsection 18(i) is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Player Zero Records agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

- f. **Arbitrator.** The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 18(i) is triggered, the AAA will appoint the arbitrator for each batch.
- g. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. 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 award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.
- h. **Attorneys' Fees and Costs.** The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Player Zero Records need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute



Resolution Conference process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

- i. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and Player Zero Records agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Player Zero Records by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Player Zero Records.

You and Player Zero Records agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

- j. **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: [info@digitalscience.art](mailto:info@digitalscience.art), within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name, mailing address, email address, 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 these Terms 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.
- k. **Invalidity, Expiration.** Except as provided in the subsection entitled "Waiver of Class or Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Player Zero Records as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.



- I. **Modification.** Notwithstanding any provision in these Terms to the contrary, we agree that if Player Zero Records makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Player Zero Records at [info@digitalscience.art](mailto:info@digitalscience.art), your continued use of the Player Zero Records Site and/or Services, including the acceptance of products and services offered on the Site following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Player Zero Records Site, any Communications you receive, any products sold or distributed through the Site, the Services, or these Terms, the provisions of this Arbitration Agreement as of the date you first accepted the Terms (or accepted any subsequent changes to these Terms) remain in full force and effect. Player Zero Records will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

## 19. GENERAL

We reserve the right in our sole discretion to modify, suspend, or discontinue the Service, or any features or parts thereof, whether temporarily or permanently, at any time with or without notice to you in our sole discretion. This Agreement, and your access to and use of the Service, shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to any conflict of law rules or principles that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of Los Angeles County, California. Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Service at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law. Upon termination of your rights under this Agreement, your right to access and use the Service will terminate immediately. You understand that any termination of your right to access and use the Service may involve deletion of your User Content associated with your use of the Service from our live databases. Player Zero Records will not have any liability whatsoever to you for any termination of your rights under this Agreement, including for termination of your right to access and use the Service or deletion of your User Content. All sections intended by their nature to survive will survive the termination of this Agreement. If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement. Your relationship to Player Zero Records is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Player Zero Records. Player Zero Records' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of Player Zero Records and you and shall not confer third party beneficiary rights upon any other person or entity.

## 20. CONTACT INFORMATION

### **Player Zero Records**

**Email:** [info@digitalscience.art](mailto:info@digitalscience.art)

**Mail:** 1626 Montana Ave, Suite 147. Santa Monica, CA 90403