

TERMS OF USE

Bulls And Apes Project Terms of Use – Last Updated: April 5, 2022

Thank you for your interest in the Bulls and Apes Project, which provides visitors to the <https://www.bullsandapesproject.com/> website (the "**Website**") the opportunity to: (i) purchase, own, transfer, activate and upgrade Bulls and Apes non-fungible tokens (each a "**BAP NFT**"), (ii) generate exclusive tokens ("**Meth**") for access to new mints, and (iii) participate in additional experiences and opportunities. The BAP NFT's and Meth are sometimes referred to herein as the "**BAP COLLATERAL.**" These Terms of Use (these "**Terms**") set forth the terms of use and govern all other aspects of the relationship between you, whether personally or on behalf of an entity ("**you**") and Bulls and Apes Project, LLC ("**we**", "**us**", or "**our**"), concerning your use of the Website and your engagement in the above-referenced opportunities. These Terms constitute a legally binding agreement between you and us.

BAP NFTs use autonomously deployed smart contracts (each, a "**Smart Contract**"), which allow players to engage in transactions involving the BAP NFT's, such as sales, swaps or other transfers ("**Transactions**"). Each BAP NFT is a non-fungible collectible token developed on the ERC-721 standard or other similar "non-fungible" token standard, which is irrevocably associated with a unique Uniform Resource Identifier JSON file containing metadata such as the name, description or image file stored on IPFS or such other storage network, as well as usage terms of the underlying intellectual property. Each BAP NFT may be visualized on the Website.

YOUR ELIGIBILITY TO PARTICIPATE IN THE BULLS AND APES PROJECT, INCLUDING BY PURCHASING BAP NFT'S, IS CONTINGENT UPON YOUR ACCEPTANCE OF THESE TERMS IN THEIR ENTIRETY. BY CONNECTING YOUR WALLET TO THIS WEBSITE OR ENGAGING IN ACTIVITY USING THE BAP COLLATERAL, YOU ARE CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU DO NOT AGREE AND/OR ACCEPT ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM PARTICIPATING IN THE BULLS AND APES PROJECT OR PURCHASING OR OWNING BAP COLLATERAL. IN SUCH CASE, YOU MUST DISCONTINUE SUCH PARTICIPATION AND OWNERSHIP IMMEDIATELY.

We reserve the right, in our sole discretion, to change or modify these Terms at any time and for any reason. From time to time, we will update these Terms and publish a revised version of these Terms with a new Last Updated date. You waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. Continued use of the Website or participation in the Bulls and Apes Project in any way after the posting of the revised Terms will be deemed to constitute notice and acceptance by you of such revised Terms.

The BAP Collateral is not intended for distribution or use to any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, any persons who access the Website and attempt to engage in Transactions while breaking their local laws, are doing it on their own initiative and will have to deal with the consequences when applicable.

SECTION 1. ENGAGING IN THE BULLS AND APES PROJECT EXPERIENCE

1. The Website allows you to purchase BAP NFT's. Your ownership of BAP NFT's gives you the non-guaranteed opportunity to add value and enjoyment by providing opportunities for, and access to, various experiences that will be announced and conducted via the Website and other venues made available by us. These may include (but are not limited to) playing tokenized games,

generating Meth, earning the opportunity to obtain additional BAP NFT's, access to invitation-only parties, and tangible rewards such as physical card games and toys.

2. Meth are tokens developed in the ERC-20 standard that hold no value or functionality other than to transact within the BAP ecosystem.
3. On the Website, and separately from these Terms, we may provide additional terms and conditions under which you can purchase BAP NFT's, generate Meth and participate in the experiences described above. We may sometimes simply use the Website to announce a different location for such terms and conditions. Any such terms and conditions are deemed to be incorporated in these Terms, and both you and we are bound by such terms and conditions.
4. Subject to any restrictions that may be contained in the Terms, you may swap, sell or give away your BAP NFT's and the Meth you earn. Unless we are able to ascertain that you have acquired a BAP NFT or Meth from an unauthorized source, we will not seize, freeze or otherwise modify the ownership of any BAP Collateral. We will not engage in a rug pull with respect to the Bulls and Apes Project.
5. Other than the initial mint and the use of Meth, you do not transact with or make Transaction requests with us. All Transactions will be carried out directly between BAP NFT owners peer to peer, via the Smart Contracts deployed on the Ethereum networks, in a non-custodial manner. Accordingly, we have no control over the transfer, storage, ownership or maintenance of any BAP NFT's.
6. We do not collect any private keys of players and hence do not have control over any player's digital assets.

SECTION 2. INTELLECTUAL PROPERTY RIGHTS

1. For the purposes of these Terms, the following capitalized terms will have the following meanings:
 - (a) "**Art**" means any art, design, and drawings that may be associated with BAP Collateral that you Own.
 - (b) "**Own**" means, with reference to BAP Collateral, purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.
2. As of your acquisition of a BAP Collateral in accordance with the Terms, you Own the BAP Collateral. You have the right to transfer your BAP NFT, by trading, selling or giving it away, and are fully responsible for all activities and interactions carried out in connection with your BAP NFT. Ownership of any BAP Collateral also conveys to you a license to display the Art associated with such BAP Collateral. This license is set forth separately on the Website at www.bullsandapesproject.com (the "**License**"). Ownership of BAP Collateral is governed entirely by these Terms, the License, the separate Smart Contract associated with the BAP NFT and the relevant blockchain network. Note that any transfer of the BAP NFT is subject to Section 1. Once you transfer any BAP NFT, you no longer own the License to the Art associated with that NFT, and cannot use the Art for any purpose.
3. Unless otherwise indicated and/or communicated to you, we own the Art and all intellectual property rights therein (including, without limitation, the Bulls and Apes ecosystem, all designs,

systems, methods, information, computer code, software, services, website design, "look and feel", themes, organization, compilation of the content, code, data and database, functionality, audio, sound effects, video, animation, text, photograph, artwork, graphics, objects, characters, character names, stories, dialogue, and all other elements of the Bulls and Apes Project (collectively, the "**Content**"). You acknowledge that the Content is protected by all applicable laws including copyright, trade dress, and trademark laws, international conventions and other relevant intellectual property and proprietary rights. All Content is our copyrighted property, either directly or indirectly, and all trademarks, service marks, and trade names associated with the Bulls and Apes Project or otherwise contained in the Content are proprietary to us. Except as expressly set forth herein, your Ownership of any BAP Collateral does not grant you ownership of or any other rights with respect to any other Content that you may access via the Website. We reserve all rights in and to the Content that are not expressly granted to you in these Terms.

4. Unless expressly stated otherwise in these Terms or in the License, you do not have the right to reproduce, distribute, or otherwise commercialize any aspect of the Content (including, without limitation, any Art) without our express prior written consent in each case, which consent we may withhold in our sole and absolute discretion. You will not apply for, register, or use or attempt to use, in any manner, any of our trademarks or service marks, or any confusingly similar marks, anywhere in the world without our express prior written consent in each case, which consent we may withhold at our sole and absolute discretion.

SECTION 3. OPEN SOURCE SOFTWARE

1. We may make (but are not obligated to make) any smart contracts or source code written by us available for download as open source or copyleft software. You agree to be bound by, and comply with, any license agreement that applies to such software. You are not and will not indicate that you are associated with us in any capacity. Where we enable you to access and use such software through our Website, then these Terms will apply to such access and use, as well as any license agreements that we may enter into with you.
2. You also acknowledge that any open source or copyleft software may be written upon by any person and we shall not be responsible for any output therefrom.
3. The software will not be represented, maintained or monitored by us or an official organization or authority. Third parties not affiliated with us may introduce weaknesses or bugs into the supporting infrastructure elements of the open-source code which may negatively impact the BAP NFT.

SECTION 4. OWNER REPRESENTATIONS

By using the BAP Collateral, you represent and warrant that:

1. all registration information you submit will be true, accurate, current, and complete;
2. you will maintain the accuracy of such information and promptly update such registration information as necessary;
3. you have the legal capacity to, and you agree to comply with, these Terms. This means, among other things, that you are not a minor in the jurisdiction in which you reside (in the United States, this means you are over the age of 18, except in Nebraska and Alabama, where you must be over the age of 19);

4. if you are using the BAP Collateral on behalf of an entity or organization, you have the legal authority to bind such entity or organization to these Terms;
5. you will not access the BAP Collateral through automated and non-human means, whether through a bot, script or otherwise. In particular, any party abusing public APIs by spamming requests will be banned from using such APIs in the future;
6. you will not use the BAP Collateral for any illegal and unauthorized purpose;
7. your use of the BAP Collateral will not violate any applicable law or regulation applicable to you (including without limitation any gaming/gambling legislation). If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the BAP Collateral (or any portion thereof); and
8. you have not been included in any trade embargoes or economic sanctions list (such as United Nations Security Council Sanctions list), the List of Specially Artated Nationals maintained by OFAC, or the Denied Persons or Entity List of the U.S. Department of Commerce.

We reserve the right to choose which markets and jurisdictions to conduct business in, and may restrict or refuse, at our sole discretion, the availability of the Bulls and Apes Project in certain countries or regions.

SECTION 5. FEE AND PAYMENT

1. The initial purchase of a BAP NFT will be directly from the Website and will be done through Smart Contracts on the Ethereum blockchain using a supported electronic wallet, in this case an Ehtereum-compatible browser. Any further Transactions involving such BAP NFT will not be supervised or monitored by us.
2. A purchase made from the initial mint is the only purchase that qualifies for a money-back guarantee (the “**Guarantee**”). The Guarantee shall allow initial purchasers to return their BAP NFTs within a period that begins on the 31st day after the mint and ends on the 180th day after the mint. The returned value is the amount of Ethereum used at the time of the BAP NFT purchase. For example, if .2 Eth were used to purchase a BAP NFT, then .2 Eth would be refunded to the purchaser. Any changes in value due to the volatility of the relevant blockchain shall not impact this amount.
3. Ethereum requires the payment of a fee (commonly referred to as a “**Gas Fee**”) for every Transaction that occurs on the Ethereum network. The Gas Fee funds the network of computers that run the decentralized Ethereum network. This means that you will need to pay a Gas Fee for each Transaction that occurs. Gas Fees are not refunded under the Guarantee.
4. In addition to the Gas Fee, each time you engage in a Transaction, you authorize us to collect a fee (the “**BAP Fee**”) that is equal to 7% of the Transaction price (e.g., the amount paid for the BAP NFT, or the fair market value of the consideration provided for the BAP NFT on the date the Transaction occurred). You acknowledge and agree that the BAP Fee shall be transferred directly to us through the Ethereum blockchain as part of the purchase price. You must notify the other party of the Gas Fee and the BAP Fee in any description of the BAP NFT that you utilize in connection with a Transaction.

5. As between us, you will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, “**Taxes**”) associated with your use of the Website (including, without limitation, any Taxes that may become payable as the result of your ownership, transfer, or upgrading your BAP NFT). Except for income taxes levied on Bulls and Apes Project, LLC, 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.

SECTION 6. OWNER REGISTRATION

If you are required to create an account with us, you must provide accurate and complete registration information, and update your account if any of that information changes. You must keep your password confidential. You are responsible for all use of your account and password. You must notify us immediately if you are aware of any actual or suspected compromise or unauthorized use of your password or account. We reserve the right to remove, reclaim or change a username you select and will have no liability for doing so.

SECTION 7. PROHIBITED ACTIVITIES

You may not access or use the BAP Collateral for any purpose other than that for which we make each such item available. The BAP Collateral may not be used in connection with any commercial endeavors except if agreed to in a binding legal contract with us. In particular, you shall not:

1. Use the BAP Collateral in connection with any gambling, wagering, moneylending, extortion or other similar activities or any other illegal activities.
2. Systematically retrieve data or other content from the BAP Collateral to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
3. Make any unauthorized use of the BAP Collateral, including collecting usernames and/or email addresses of BAP NFT owners by electronic or other means for the purpose of sending unsolicited email, or creating player accounts by automated means or under false pretenses.
4. Use the BAP Collateral to advertise or offer to sell goods and services, except as permitted by the License.
5. Circumvent, disable, or otherwise interfere with security-related features of the BAP Collateral, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the BAP Collateral and/or the Content contained therein.
6. Engage in unauthorized framing of or linking to the BAP Collateral.
7. Trick, defraud, or mislead us and other players, especially in any attempt to learn sensitive account information such as player passwords.
8. Make improper use of our support services or submit false reports of abuse or misconduct.

9. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools, except as mentioned in 2.5).
10. Interfere with, disrupt, or create an undue burden on the BAP Collateral or the networks or services connected to the Website.
11. Use any information obtained from the BAP Collateral in order to harass, abuse, or harm another person.
12. Except as permitted by the License, use the Website, Content, and the Smart Contracts as part of any effort to compete with us or for any revenue-generating endeavor or commercial enterprise.
13. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the BAP Collateral.
14. Attempt to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the BAP Collateral.
15. Harass, intimidate, or threaten any of our employees or agents engaged in providing any portion of the BAP Collateral to you.
16. Delete the copyright or other proprietary rights notice from any Content.
17. Copy or adapt the Website's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
18. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the BAP Collateral.
19. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("**gifs**"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "**spyware**" or "**passive collection mechanisms**" or "**pcms**").
20. Except as may be the result of standard search engines or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the BAP Collateral, or using or launching any unauthorized script or other software.
21. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the BAP Collateral.
22. Use the BAP Collateral in a manner inconsistent with any applicable laws or regulations.

SECTION 8. SUBMISSION

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the BAP Collateral or the Bulls and Apes Project ("**Submissions**") provided by you

to us are non-confidential and should become our sole property. We shall have all exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions to any lawful purpose, commercial, or otherwise, without acknowledgment or compensation for you. You hereby waive any moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. Therefore, you agree there should be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

SECTION 9. THIRD-PARTY WEBSITE AND CONTENT

1. The Website may contain (or you may be sent via the Website) links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, Arts, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Website, or any Third-Party Content posted on, available through, or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us.
2. If you decide to leave the Website and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk and you should be aware that these Terms no longer govern.
3. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website. Any purchase you may make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.
4. You agree and acknowledge that we do not endorse the products and services offered on Third-Party Websites and you should hold us harmless from any harm caused by your purchase of such products and services.
5. Additionally, you will hold us harmless from any losses sustained by you or harm caused to you resulting, in any way, from Third-Party Content or any kind of contact with Third-Party Websites.

SECTION 10. TERMINATION

1. These Terms remain in full force and effect while you own any BAP Collateral. **WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE SMART CONTRACT (INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE SMART CONTRACT OR DELETE YOUR ACCOUNT WITHOUT WARNING, IN OUR SOLE DISCRETION.**

2. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or a borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating and suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.
3. We have the right to refer to law enforcement or regulatory authority, any actual or suspected unlawful or unauthorized use of the BAP Collateral. We also have the right to notify any third party of any activity that we consider potentially harmful to that third party. We reserve the right to fully cooperate with any governmental agency or authority requesting or directing us to provide additional information regarding you, or to disclose your identity. We may take any or all of these actions without notifying you.
4. The provisions of Sections 2, 3, 5, 8, 9, and 11-18 and this Section 10 shall survive the termination of these Terms, to the extent applicable.

SECTION 11. GOVERNING LAW

This Terms shall be governed by, and construed and enforced in accordance with, the laws of the state of Delaware (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute), without giving effect to conflict of law principles thereof.

SECTION 12. DISPUTE RESOLUTION

1. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "**Dispute**" and collectively, the "**Disputes**") brought by either you or us (individually, a "**Party**" and collectively, the "**Parties**"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least sixty (60) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.
2. If a Party is unable to resolve a Dispute through informal negotiations, the Disputes (except those Disputes expressly excluded below) will be finally and exclusively resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and, where applicable, the Supplementary Procedures for Commercial-Related Disputes by the American Arbitration Association. **THIS MEANS YOU DO NOT HAVE THE RIGHT TO HAVE A JURY TRIAL AND SUE IN COURT.**
3. Except where otherwise required by the applicable arbitration rules or applicable law, the arbitration will take place in Delaware. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

SECTION 13. DISCLAIMERS

1. **YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE BAP COLLATERAL IS AT YOUR SOLE RISK, AND THAT THE BAP COLLATERAL IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES**

AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE BULLS AND APES PROJECT OR THE BAP COLLATERAL, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE BAP COLLATERAL WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE BAP COLLATERAL WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE BAP COLLATERAL WILL BE ACCURATE, (III) THE BAP COLLATERAL OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE BAP COLLATERAL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE BAP COLLATERAL OR PARTICIPATE IN THE BULLS AND APES PROJECT WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

- 2. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.**
- 3. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK, POLYGON NETWORK OR YOUR CHOSEN ELECTRONIC WALLET SERVICE, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTE FORCING OR OTHER MEANS OF ATTACK AGAINST POLYGON NETWORK, OR YOUR CHOSEN ELECTRONIC WALLET SERVICE.**
- 4. BAP NFTS AND Meth ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE ETHEREUM NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM NETWORK. WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE ETHEREUM NETWORK, POLYGON NETWORK, OR YOUR CHOSEN ELECTRONIC WALLET SERVICE. INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE ETHEREUM NETWORK, POLYGON NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.**

SECTION 14. LIMITATION OF LIABILITY

- 1. YOU UNDERSTAND AND AGREE THAT WE, OUR SUBSIDIARIES, AFFILIATES,**

AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 2. YOU AGREE AND ACKNOWLEDGE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE GUARANTEE, OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE BULLS AND APES PROJECT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) ONE HUNDRED (100) US DOLLARS.**
- 3. YOU AGREE AND ACKNOWLEDGE THAT WE HAVE MADE THE BAP COLLATERAL AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. WE WOULD NOT BE ABLE TO OFFER AND PROVIDE THE BAP COLLATERAL TO YOU WITHOUT THESE LIMITATIONS.**
- 4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.**

SECTION 15. ASSUMPTION OF RISK

You accept and acknowledge each of the following:

- 1. NFT's have no inherent or intrinsic value, and the value of any BAP Collateral you may own is inherently subjective. Prices of blockchain assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your BAP NFTs, which may also be subject to significant price volatility. While we have a short-term money-back-Guarantee for the initial mint of BAP NFTs, the Guarantee applies to the amount of ethereum paid at time of purchase rather than any other value. We cannot guarantee that any purchasers of BAP NFTs will not lose money.**
- 2. You are solely responsible for determining what, if any, taxes apply to your Transactions. We are not responsible for determining the taxes that apply to your Transactions.**
- 3. Any transfer of BAP NFTs occurs only on the relevant blockchain network. The Smart Contracts you interact with may contain security vulnerabilities, errors, failures, bugs or economic loopholes which may be exploited by third parties. Interaction with these Smart Contracts is entirely your**

own responsibility and liability.

4. At any time, your access to BAP NFTs or your cryptocurrency assets may be suspended or terminated or there may be a delay in your access or use of your cryptocurrency assets, which may result in the cryptocurrency assets diminishing in value or you being unable to interact with a Smart Contract or the Website. The Website may be suspended or terminated for any or no reason, which may limit your access to your cryptocurrency assets.
5. There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Ethereum/Polygon network, however caused.
6. Any malfunction, breakdown or abandonment of the relevant blockchain network may have a material adverse effect on the BAP Collateral you own. Moreover, advances in cryptography, or technical advances such as the development of quantum computing, could present risks to the BAP Collateral, the underlying digital assets, or the relevant blockchain network by rendering ineffective the cryptographic consensus mechanism that underpins the relevant blockchain network. The future of cryptography and security innovations are highly unpredictable.
7. A private key, or a combination of private keys, is necessary to control and dispose of BAP NFT stored in your digital wallet, vault or other storage mechanism. Accordingly, loss or theft of requisite private key(s) associated with such digital wallet, vault or other storage mechanism storing BAP NFT's may result in loss of such BAP NFT's. We cannot be responsible for any such losses.
8. Hackers or other malicious groups or organizations may attempt to interfere with the BAP Collateral in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, which may result in losses incurred by you. We cannot be responsible for any such losses.
9. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the Bulls and Apes Project ecosystem, and therefore the potential utility or value of the BAP Collateral.
10. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Bulls and Apes Project ecosystem, and therefore the potential utility or value of the BAP Collateral.
11. Cryptographic tokens, such as BAP NFTs and Meth, are a new and untested technology. In addition to the aforementioned risks, there may be other risks associated with your creation, holding and use of BAP NFT, including those that we cannot anticipate.

SECTION 16. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by third party due to or arising out of:

1. your use of the Website;
2. your breach of these Terms;
3. any breach of your representations and warranties set forth in these Terms;
4. your violation of the rights of a third party, including but not limited to intellectual property rights;
or
5. any overt harmful act toward any other user of the BAP Collateral with whom you connected via the BAP Collateral.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it.

SECTION 17. OWNER DATA

We will maintain certain data that you transmit to the BAP Collateral for the purpose of managing the performance of the BAP Collateral, as well as data relating to your use of the BAP Collateral. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the BAP Collateral. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

SECTION 18. MISCELLANEOUS

1. These Terms, the License and any policies or operating rules posted by us on the Website and the Smart Contracts, or in respect to the Website, License and the Smart Contracts, constitute the entire agreement and understanding between you and us.
2. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law.
3. We may assign any or all of our rights and obligations to others at any time.
4. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
5. If any provision or part of a provision of these Terms is determined to be unlawful, void, and unenforceable, that provision or part of the provision is deemed severable these Terms and does not affect the validity and enforceability of any remaining provisions.
6. These Terms or use of the Website do not reflect, or reflect any intent to enter into, a joint venture, partnership, employment or agency relationship created between you and us.
7. You agree that these Terms will not be construed against us by virtue of having drafted them.
8. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.