

## TERMS OF SERVICE

**Updated: August 11, 2022**

### **1. Project Overview**

The following terms and conditions constitute a legally binding agreement (together with any terms and conditions incorporated herein by reference, this “Agreement” or the “Terms”) between you (referred to herein as “you”, “your”, or “user”) and the “Lil’ Heroes NFT Project” (“Lil’ Heroes”, “we”, “us”, or “our”), governing your interaction with the Lil’ Heroes NFT (as defined below) collection. By entering into this Agreement, participating in the minting, purchasing, or sale of a Lil’ Heroes NFT (either directly from us or on resale), using our Site, participating in the Lil’ Heroes Discord server, and/or otherwise participating in the Project (as such term is defined below), you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to the terms set forth in this Agreement, you must not use our Site or participate in the Project.

BY ACCESSING OR USING ANY PART OF THE SITE OR ENGAGING WITH THE PROJECT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN A TERMS OF SALE AGREEMENT, AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS.

The Lil’ Heroes NFT Project consists of the collection of Lil’ Heroes NFTs and Lil’ Villain NFTs (each, a “Lil’ Heroes NFT”), running on the Ethereum network, named on the Site (now or in the future).

If you have any questions about these Terms, please contact us by email at [info@lilheroes.io](mailto:info@lilheroes.io). If you access any Lil’ Heroes Site on a social media platform (*e.g.*, Facebook, Twitter, Discord, or Instagram), you also consent to and agree to abide by the terms and conditions of that social media platform.

### **2. Our NFT Drop.**

(a) The Lil’ Heroes NFTs are minted through a smart contract deployed on the Ethereum Blockchain. A blockchain is a distributed digital ledger of transactions maintained by a distributed peer-to-peer computer network that cryptographically validates transactions and records such transactions on the ledger. The Lil’ Heroes NFTs are recorded on the Ethereum Blockchain, and we use smart contracts to allow you to buy, claim, sell, send and receive Lil’ Heroes NFTs. You acknowledge and agree that certain information, including your cryptocurrency wallet address and the transactions you conduct through that cryptocurrency wallet address, may be publicly available and viewable on the Ethereum Blockchain. Your Lil’ Heroes NFTs can be transferred on the Ethereum Blockchain (or another blockchain as technology permits) from one cryptocurrency wallet address to another cryptocurrency wallet address.

(b) At selected times determined by us, we will make Lil' Heroes NFTs available for purchase or claim through our Site. The price for each Lil' Heroes NFT will be designated in ETH, in our sole and absolute discretion. We cannot, and expressly do not, guarantee that Lil' Heroes NFTs will be available for purchase or claim at the time you seek to purchase or claim one. We expressly reserve the right to modify the types, prices and number of Lil' Heroes NFTs available at our sole and absolute discretion at any time and from time to time.

(c) Lil' Heroes NFTs are minted directly into the cryptocurrency wallet you have connected to our Site and through which you made your payment in ETH. We never hold custody nor take ownership or possession of your Lil' Heroes NFT. You acknowledge and agree that if you decide to purchase a Lil' Heroes NFT outside of our Site, such purchases will be entirely at your sole risk.

(d) You are responsible for ensuring your cryptocurrency wallet address has a sufficient amount of the ETH to cover your purchase as well as any Gas Fees.

(e) You are permitted to sell, trade, or distribute your Lil' Heroes NFT on any smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs ("Secondary Marketplaces"). Note that Lil' Heroes NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace.

(f) This Agreement only relates to your use of the Site and the Project, and does not relate to any other website or Internet-based services, including, but not limited to, Secondary Marketplaces or other websites or browser extensions to which the Site may link (collectively, "Third-Party Sites"). References or links to any Third-Party Sites are provided for your convenience and information only, for example, to make it convenient for you to trade your Lil' Heroes NFT. Such links should not be interpreted as endorsements by us of any Third-Party Site. When you click such link, we may not warn you that you have left our Site and are subject to the terms and conditions and privacy policies of a Third-Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Sites.

(g) You acknowledge and agree that we are not a party to any agreement or transaction where you trade on any Secondary Marketplace a Lil' Heroes NFT which was initially purchased via our Site, whether or not a commission or fee is received by us as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.

(h) We may provide experiences on social media platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is subject to the terms of use and privacy policies of those platforms and related services. We have no control over such social media platforms or related services.

(i) Every transaction on the Ethereum Blockchain requires the payment of a transaction fee known as a “Gas Fee”. This means that you are required to pay a Gas Fee for each purchase of a Lil’ Heroes NFT via the Site. If you seek to transfer your Lil’ Heroes NFT via a secondary marketplace you may also incur Gas Fees or other transaction costs. Gas Fees are paid to the network of computers that operate the Ethereum blockchain and are not paid to Lil’ Heroes. Note that Gas Fees often fluctuate based on a number of factors that are entirely out of our control.

(j) You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other Governmental Authority associated with your use of our website (collectively, the “Taxes”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), 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, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including, without limitation, Gas Fees) made to us pursuant to this Agreement.

(k) If you sell your Lil’ Heroes NFT via a secondary marketplace, such transaction is subject to a transaction fee determined by us, in our sole discretion (a “Transaction Fee”) which Transaction Fee may be automatically deducted from the sale proceeds you receive for your Lil’ Heroes NFT. All Transaction Fees are applied to the final sale price of the Lil’ Heroes NFT and are collected and distributed to us at the time of sale through smart contracts on the Ethereum Blockchain.

(l) The Site may contain a description of anticipated future milestones for the Project (the “Roadmap”). We will endeavor to implement the milestones listed in the Roadmap in accordance with the corresponding dates. However, the Roadmap is merely suggestive and there are no guarantees that all milestones listed in the Roadmap will be fulfilled, nor are there any guarantees that such milestones will be accomplished by the indicated dates. We may delay, defer, or choose not to implement certain milestones on the Roadmap, in our sole and absolute discretion and without any recourse to you. You recognize that the Project remains in “beta” and the blockchain industry and regulatory landscape is unsettled and constantly evolving and that certain milestones may become unfeasible or undesirable to implement.

(m) Lil’ Heroes NFTs are meant to be fun pieces of art for you to collect. When you purchase a Lil’ Heroes NFT, you agree that your purchase of the Lil’ Heroes NFT is all you are guaranteed to receive in exchange for your funds. Whether through primary or secondary channels, the art is what you receive. Lil’ Heroes NFTs are not meant as investment vehicles. We make absolutely no promise or guarantee that Lil’ Heroes NFTs will be worth anything more than what you and the market deem the art to be worth. This could very well be zero. You understand that Lil’ Heroes NFTs have no inherent monetary value, and they should be treated as nothing more than a collectible with potential future value or lack thereof. Any future benefits are ancillary to this

purchase and not to be taken into consideration with your initial purchase. You agree that you are not relying on any future commitments by us.

### **3. Content.**

(a) Intellectual Property Rights. By using our Site and participating in the Project, you expressly acknowledge and agree that the Lil' Heroes NFTs and all content, photographs, computer code, smart contract code, sound or videos, media, images, formulas, graphics, webinars, training materials, products, services and/or other information and materials, and selection and arrangements associated with the Project and/or located on our Site is copyrighted work under the United States and other copyright laws, and is the property of or licensed by Lil' Heroes, made available on our Site or any information, materials, and content transferred via a downloadable file or link by us or other third parties (the "Content"). All trademarks, service marks, and trade names (collectively, the "Marks") are trademarks or registered trademarks of and are proprietary to Lil' Heroes or other respective owners that have granted Lil' Heroes the right to use such Marks. We reserve all rights that are not specifically granted to users.

(b) No Refunds. All purchases of Lil' Heroes NFTs, as well as any associated charges, are non-refundable. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the Lil' Heroes NFT, any disruption to the operations of any components of the Lil' Heroes NFT, or any other reason whatsoever.

(c) Personal Use License Only: Subject to your continued compliance with these Terms, we grant you a limited, worldwide, royalty-free, non-exclusive license (without the right to assign or sublicense) to use, copy, and display your Lil' Heroes NFT, along with any extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your Lil' Heroes NFT, provided that the marketplace cryptographically verifies each Lil' Heroes NFT's owner's rights to display the Art for their Lil' Heroes NFT to ensure that only the actual owner can display the Art; or (iii) as part of a third-party website or application that permits the inclusion, involvement, or participation of your Lil' Heroes NFT, provided that the website/application cryptographically verifies each Lil' Heroes NFT's owner's rights to display the Art, and provided that the Art is no longer visible once the owner of the Lil' Heroes NFT leaves the Site/application. Nothing in this Agreement shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth herein. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE NOT RECEIVED, NOR ARE YOU ENTITLED TO, ANY RIGHT, INTEREST AND/OR BENEFIT RELATED TO THE UNDERLYING WORK OF ART EMBEDDED IN ANY LIL' HEROES NFT (INCLUDING BUT NOT LIMITED TO THE COLORS, FLOURISHES, FONTS, IMAGES, LOGOS, AND ANY OTHER INDIVIDUAL OR COMBINED TRAIT OR ELEMENTS), INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO REPRODUCE, OR TRANSFORM SUCH ART IN QUESTION. YOU MAY NOT USE A LIL' HEROES NFT FOR ANY COMMERCIAL PURPOSE

(e) The license granted to you hereunder shall automatically terminate and all rights shall return to Lil' Heroes if: (i) at any time you sell, trade, donate, give away, transfer, burn, or otherwise dispose of your Lil' Heroes NFT for any reason; (ii) you breach any of the Agreement

and conditions; (iii) You have a trustee, receiver or similar party appointed for your property, become insolvent, acknowledge Your insolvency in any manner, make an assignment for the benefit of your creditors, or file a petition of bankruptcy; (iv) you engage in any unlawful business practice related to the Lil' Heroes NFT; (iv) you initiate any legal actions against the Lil' Heroes NFT Project and/or its members, officers, directors, affiliates, agents, attorneys and employees.

(f) Lil' Heroes IP. Other than the rights to the Lil' Heroes NFT, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to Lil' Heroes including, without limitation, the Lil' Heroes NFT Project name and mark, and the associated logos. All of these rights are expressly reserved in the name of the Lil' Heroes NFT Project. Nothing herein shall restrict our right to use, copy, and display any individual Lil' Heroes NFT for our own uses. If you wish to discuss with us a license for use of the Lil' Heroes IP, you may contact us at [info@lilheroes.io](mailto:info@lilheroes.io).

(g) Feedback. You may choose to submit comments, bug reports, ideas or other feedback about the Site or the Lil' Heroes NFT project, including, without limitation, about how to improve the Site (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without additional compensation to you and you hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the Feedback for any purpose. You shall not, under any circumstances or for any reason, modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or Content in whole or in part, without our express prior written consent, which consent may be granted, withheld, conditioned and/or delayed in our sole and absolute discretion. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of Lil' Heroes, as well as other authors who created the materials, and may be subject to monetary damages and penalties.

(h) Third-Party Content. Our Site contains content that we create and may also include content provided by third parties. We do not monitor, we do not endorse, and we are not liable for any third-party content. There may be some inadvertent inaccuracies or errors in the content and we do not guarantee the accuracy, integrity, completeness or quality of the content on our Site or located at third party URLs that may be posted on our Site. Lil' Heroes is not responsible for the content on any linked site or any link contained in a linked site. We do not endorse or accept responsibility for the content of such third-party sites.

(i) Third-Party Services. Third parties may offer their services directly to you through the Site. In such case, you may be required to agree to the third party's terms of service and/or privacy policy to use the service. Lil' Heroes will not be liable in any way for the acts or omissions of such third party, the terms of service or privacy policy or its failure to adhere to its terms of services or privacy policy, or any loss, damages, liability or expenses (including attorneys' fees) that you may incur arising from or related to such third party's services or products

(i) You agree not to circumvent, disable or otherwise interfere with security-related features of the Site that prevent or restrict use or copying of any Content or enforce limitations

on use of the Content. By accessing our Site, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

**4. Representations and Warranties.** By participating in the Project, you expressly represent, warrant and acknowledge the following:

(a) You are not a citizen or resident of a state, country, territory or other jurisdiction that is embargoed by the United States or where your use of the Site would be illegal or otherwise violate any applicable law. Specifically, you represent that you are not located in, organized in, or a resident of Cuba, Iran, Syria, North Korea, Russia, the Crimea region, Venezuela, or any other jurisdiction where Applicable Law prohibits you from accessing or using the Site; and you represent that you are not, and have never been, named on the Office of Foreign Asset Control of the U.S. Department of the Treasury's Specially Designated and Blocked Persons List.

(b) You have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any transactions that you engage in on the Site. Further, you acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets and cryptocurrencies to understand this Agreement and to understand the risks and implications of purchasing a Lil' Heroes NFT.

(c) You have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of acquiring an NFT, and assume all financial risks associated with acquiring NFTs and/or otherwise engaging in transactions on the Ethereum Blockchain. You know, understand and accept the risks associated with your Ethereum Address, the Ethereum Blockchain, ETH and NFTs.

(d) BY ACCESSING THE SITE, YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU (i) HAVE READ AND UNDERSTAND THIS AGREEMENT, (ii) ARE AT LEAST 18 YEARS OF AGE AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND (iii) THAT YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

**5. Restrictions.** You are solely responsible for your own conduct while accessing or using the Site and using our Discord, and for any consequences thereof. You agree to use the Site and our Discord only for purposes that are legal, proper and in accordance with this Agreement and any Applicable Laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party acting on your behalf to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person; (iv) upload, post, transmit or otherwise make available through the Site or Discord any content that infringes the intellectual property or proprietary rights of any party or otherwise violates the legal rights of others; (v) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vi) interfere with other users' use of the Site

or Discord; (vii) use the Site or Discord for any unauthorized commercial purpose; (viii) modify, adapt, translate, or reverse engineer any portion of the Site or Discord; (ix) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or Discord or any part of the Site and/or Discord; (x) use any technology to collect information about the Site or Discord for any unauthorized purpose; (xi) access or use the Site or Discord for the purpose of creating a product or service that is competitive with any of our products or services; (xii) use any Content in movies, videos or other forms of media, except to the limited extent that such use is expressly permitted by this Agreement or solely for your own personal, non-commercial use; (xiii) 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 any Content; (xiv) attempt to trademark, copyright or otherwise acquire any intellectual property rights in or to any Content; and/or (xv) otherwise utilize any Content for your or any third party's commercial benefit. If you engage in any of the activities prohibited by this section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account.

## 6. User Contributions, Content Standards, and Copyright.

- User Contributions.
  - The Project allows for the use of interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Site, Lil' Heroes Discord server, and/or other means. All User Contributions must comply with the Content Standards set out in these Terms of Use.
  - Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution, you grant us and our affiliates and service providers, and each of their and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.
  - You represent and warrant that:
    - You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
    - All of your User Contributions do and will comply with these Terms of Use.
    - You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Lil' Heroes, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
    - We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

- **Monitoring and Enforcement; Termination.** We have the right to:
  - Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
  - Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for Lil' Heroes.
  - Disclose information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
  - Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
  - Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS LIL' HEROES AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Note, we cannot review material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

- **Content Standards.** These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:
  - Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.



- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
  - Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
  - Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy <https://www.lilheroes.io/privacy>.
  - Be likely to deceive any person.
  - Promote any illegal activity, or advocate, promote, or assist any unlawful act.
  - Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
  - Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
  - Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
  - Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.
- **Copyright Infringement.** If you believe that any User Contributions violate your copyright, please submit a notification to [info@lilheroes.io](mailto:info@lilheroes.io) for instructions on sending us a notice of copyright infringement. It is the policy of the Lil' Heroes to terminate the user accounts of repeat infringers.

## **6. Disclaimers and Limitation of Liability.**

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE, AND PARTICIPATION IN THE PROJECT IS AT YOUR SOLE RISK, AND THAT THE SITE 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 MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE, DISCORD AND/OR THE PROJECT AS A WHOLE, AND ANY PART OF EACH (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), 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 SITE WILL MEET YOUR REQUIREMENTS, (ii) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (iii) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (iv) THE SITE OR ANY CONTENT OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE AND/OR THE DISCORD ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE AND/OR DISCORD 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.

(b) 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 WILLFUL MISCONDUCT.

(c) WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK NOR DO WE HAVE ANY CONTROL OVER, AND MAKE NO GUARANTEES REGARDING, ANY SMART CONTRACTS, INCLUDING, WITHOUT LIMITATION, THE FUNCTIONALITY OF OUR SMART CONTRACT.

(d) YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE 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.

(e) YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, 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 THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (b) \$500.

(f) YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SITE AND DISCORD AVAILABLE TO YOU AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON YOUR REPRESENTATIONS AND WARRANTIES, THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE SITE AND DISCORD TO YOU WITHOUT THESE LIMITATIONS. WE WILL NOT BE RESPONSIBLE FOR THE LOSS OF ANY CRYPTOCURRENCY OR NFTS IN THE EVENT OUR SITE, DISCORD, OR ANY MESSAGING OR SOCIAL MEDIA PLATFORM UTILIZED BY LIL' HEROES IS

COMPROMISED. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR TAKING DILIGENT STEPS TO INDEPENDENTLY VERIFY THE LEGITIMACY OF HYPERLINKS OR OTHER COMMUNICATIONS BEFORE CLICKING OR LINKING YOUR CRYPTOCURRENCY WALLET.

(g) WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY FOR ERRORS OR FAILURES TO EXECUTE ANY PURCHASE OF YOUR LIL' HEROES NFT, INCLUDING, WITHOUT LIMITATION, ERRORS OR FAILURES CAUSED BY: (I) YOUR FAILURE TO FOLLOW OUR INSTRUCTIONS; (II) ANY LOSS OF CONNECTION TO OUR SITE UNLESS CAUSED BY OUR GROSS NEGLIGENCE; (III) A FAILURE OF ANY SOFTWARE OR DEVICE USED BY YOU TO PURCHASE YOUR LIL' HEROES NFT; OR (IV) FOR ANY OTHER FAILURE TO EXECUTE YOUR LIL' HEROES NFT PURCHASE OR FOR ERRORS OR OMISSIONS IN CONNECTION WITH THIS ACTIVITY UNLESS CAUSED BY OUR GROSS NEGLIGENCE. LIL' HEROES MAKES NO REPRESENTATION THAT LIL' HEROES NFTS ARE LEGAL OR APPROPRIATE FOR USE OUTSIDE OF THE UNITED STATES OR THAT LIL' HEROES NFTS OR MAY BE EXPORTED FROM THE UNITED STATES OR FOR IMPORT INTO ANY FOREIGN COUNTRY. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL IMPORT AND EXPORT LAWS AND REGULATIONS AND ALL APPLICABLE LAWS OF ANY JURISDICTION INSIDE AND OUTSIDE OF THE UNITED STATES FROM WHICH YOU MAY ACCESS THE SITE.

## **7. Assumption of Risk.**

(a) Please be aware that prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs and/or cryptocurrencies may impact the price of your NFT. NFTs have no extrinsic value and should NOT be considered an investment. Ethereum-based NFTs may become worthless or obsolete. We cannot guarantee that any purchasers of Lil' Heroes NFTs will retain their original value, as their value is inherently subjective and factors occurring outside of the Site may materially impact the value and desirability of any particular NFT.

(b) By purchasing, holding and using a Lil' Heroes NFT, you expressly acknowledge and assume all risks associated therewith including, but not limited to: (i) forgotten passwords; (ii) inability to access or use your digital wallet for any reason; (iii) mistyped addresses or improperly constructed instructions when transmitting or receiving Lil' Heroes NFTs or any cryptocurrency; (iv) errors in the smart contract that mints Lil' Heroes NFTs; (v) errors in the Lil' Heroes NFTs; (vi) errors in our Site; (vii) inability to access or transfer a Lil' Heroes NFT; (viii) inability to use, access, copy, or display any Content; (ix) blockchain malfunctions or other technical errors; (x) server failure or data loss; (xi) telecommunications failures; (xii) unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies in general); (xiii) taxation of NFTs or cryptocurrencies; (xiv) uninsured losses; (xv) unanticipated risks; (xvi) volatility risks in the value of Lil' Heroes NFTs and cryptocurrencies; (xvii) cybersecurity attacks; (xviii) weaknesses in Lil' Heroes' security; (xix) personal information disclosure; (xx) unauthorized access to applications; and/or (xxi) unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Ethereum Blockchain (*i.e.*, "forks"), or other means of attack that

affect, in any way, the NFTs or the Content. If you have any questions regarding these risks, please contact us at [info@lilheroes.io](mailto:info@lilheroes.io).

(c) Any payments made to us via the Site will be effectuated through the Ethereum Blockchain. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions on the Ethereum Blockchain. You acknowledge that Lil' Heroes has no liability to you or to any third party for any claims or damages that may arise as a result of your payment not reaching us, including, but not limited to, instances where your payment was not properly processed on the Ethereum Blockchain. It is solely your responsibility to confirm that your payment for a Lil' Heroes NFT has been accepted. We do not provide refunds for any purchases that you might make on or through the Site. This no-refund policy shall apply at all times regardless of your decision to terminate usage of any Lil' Heroes NFT purchased through our Site, any disruption to the operations of any components of the NFT, or any other reason whatsoever. By your continued use of our Site, you expressly release us, and any of our Affiliates, from any and all liability or responsibility for any purchases made by you, or by someone acting on your behalf, with respect to your Lil' Heroes NFT(s).

(d) Nothing on this Site, and nothing pertaining to your participation in the Project, is intended to be an offering of securities in any jurisdiction nor does it constitute an offer to purchase shares, securities, or other financial products. It remains your sole responsibility to assure that the purchase of a Lil' Heroes NFT is in compliance with laws and regulations in your jurisdiction.

(e) You assume all 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.

(f) NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value of your Lil' Heroes NFT. You understand and accept all risk in that regard, and further understand that we bear no responsibility to notify you of any changes with respect to the regulatory landscape of NFTs, cryptocurrencies and/or blockchain technology.

(g) Lil' Heroes is not responsible for any transaction between you and a third party (including, but not limited to, Third-Party Site or Secondary Marketplaces) and shall have no liability in connection with any such transaction.

(h) You assume all risk for any disruptions or other issues that may occur on the Ethereum Blockchain and/or impacts Ethereum or NFT functionality.

(i) Lil' Heroes cannot and does not represent or warrant that any Lil' Heroes NFT, or its supporting systems or technology, is reliable, current, or error-free, meets your requirements, or that defects in the Lil' Heroes NFT, or its supporting systems or technology, will be corrected.

(j) We are not responsible if your Lil' Heroes NFT any Content becomes inaccessible to you for any reason, or for any modifications or changes to your Lil' Heroes NFT or any

Content including any deletion, removal, or inaccessibility on our Site or otherwise.

(k) In addition to assuming all the above risks, you acknowledge that you have obtained sufficient information to make an informed decision to license the Lil' Heroes NFT and that you understand and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself.

## **8. Indemnification and Release.**

(a) You agree to indemnify, defend and hold harmless Lil' Heroes and its Affiliates, licensors, suppliers and sponsors, and each of their respective directors, officers, members, shareholders, managers, agents, contractors, partners, advisors, employees, licensors, content creators, and suppliers (collectively, the "Lil' Heroes Indemnified Parties") from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees (collectively, "Liabilities") arising out of or in any way related to (i) your breach of this Agreement, (ii) your misuse of the Site or Discord, (iii) your violation of any intellectual property right or other rights of another party, and/or (iv) your violation of Applicable Laws, rules or regulations in connection with your access to or use of the Site or Discord. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person, and shall survive any termination of this Agreement.

(b) To the maximum extent permitted by Applicable Law, you hereby irrevocably and unconditionally release and waive all claims against any Lil' Heroes Indemnified Parties from any and all Liabilities of every kind and nature, arising out of or in any way connected with your use of the Site or purchase of a Lil' Heroes NFT. To the extent that you do have any claims against Lil' Heroes, you agree that: (i) any and all disputes, claims and causes of action against Lil' Heroes arising out of or connected with your use of the Site and/or the Discord shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual and documented damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees or litigation costs (*e.g.*, court filing fees and related costs).

**9. Termination.** We reserve the right, in our sole and absolute discretion, to refuse, suspend, restrict or terminate your access to the Site and/or the Discord, or any portion thereof, without notice to you and for any reason or no reason. You acknowledge that we have the right, but not the obligation, exercisable in our sole and absolute discretion, to suspend or terminate your access to all or part of the Site and/or our Discord: (i) at the request of law enforcement or other government agencies; (ii) if the Site or Discord are discontinued or materially modified; (iii) upon the occurrence of any technical or security issues or problems; (iv) if you engage in any conduct that we believe, in our sole and absolute discretion, violates any provision of this Agreement or other incorporated agreements or guidelines or violates the rights of Lil' Heroes or third parties; or (v) upon any breach by you of this Agreement. The exercise of our right to restrict or terminate your access to the Site and/or the Discord, whether or not ultimately determined to be justified, will not, under any circumstances, constitute our breach under this Agreement. Neither the exercise or nor the failure to exercise such right to restrict or terminate your access to the Site and/or our Discord will constitute an election of remedies or limit us in any manner in the enforcement of any other remedies available to us.

**10. Modifications.** We reserve the right to make changes to the Terms, at any time and from time to time, at our sole and absolute discretion. If any changes are made to this Agreement, we will provide you with written notice of such changes by sending you an e-mail, providing a notice on our Site, or updating the date at top of this Agreement. Any changes made to this Agreement will go into effect on the date they are made, and your continued access to the Site, or use after the Terms have been updated with constitute your binding acceptance of these updates. If you do not agree to the revised Terms, you may not access or use our Site and/or our Discord.

**11. Severability.** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**12. Governing Law.** This Agreement and all matters related to it and/or any Lil' Heroes NFT shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware, as they are applied to agreements entered and to be performed entirely within Delaware and without regard to conflict of law principles, except to the extent that law is inconsistent with or preempted by federal law.

**13. Dispute Resolution; Arbitration.** All disputes arising out of or in connection with this Agreement, including without limitation your access or use of the Site, the Project and/or the Discord, or to any NFTs sold or distributed through the Site, will be referred to and finally resolved by arbitration under the rules of the American Arbitration Association. The case will be adjudicated by a single arbitrator and will be administered by the American Arbitration Association in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings. The place of arbitration will be New York, New York. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, we may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction. WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE SITE AND/OR THE DISCORD OR ANY NFTS SOLD OR DISTRIBUTED THROUGH THE SITE, OR THE SMART CONTRACTS: (i) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (ii) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

**14. Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**15. Definitions.**

(a) “Affiliate” means, with respect to any specified Person (as defined below), any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

(b) “Applicable Law” means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to, or is otherwise intended to govern or regulate, any Person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority (as defined below) having jurisdiction over the Lil’ Heroes NFT Project, you, or as otherwise duly enacted, enforceable by law, the common law or equity.

(c) “Discord” means our Discord server located at <https://discord.com/invite/lilheroes>.

(d) “ETH” means the Ethereum Blockchain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Ethereum Blockchain.

(e) “Ethereum Address” means the unique public key digital asset identifier that points to an Ethereum-compatible wallet to which ETH may be sent or stored.

(f) “Ethereum Blockchain” means the underlying blockchain infrastructure.

(g) “Governmental Authority” includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.

(h) “NFT” means any blockchain-tracked, non-fungible token.

(i) “Person” means an individual, a partnership, a joint venture, a limited liability company or partnership, a corporation, a trust, an unincorporated organization or a government or any department or any agency or political subdivision thereof.

(j) “Privacy Policy” means our privacy policy located at <https://www.lilheroes.io/privacy>.

(k) “Project” refers to, in the aggregate, the Lil’ Heroes NFTs, the Lil’ Villain NFTs, our Site (as defined below), Discord server, and other social media accounts, and any features, functions, services, products, rewards, offers, content, materials or information available on or through our Site.

(m) “Site” means the website located at Lilheroes.io, as well as the website located at

[lilvillains.io](http://lilvillains.io).