

SPACE BROS LLC Terms OF USE

Please read these Bad Astro Society platform Terms of Service (these “Terms”) and our Privacy Policy (“Privacy Policy”) carefully because they govern your access to and use of the website and interface located at <https://badastrrosociety.com/> (the “Site”) by Space Bros LLC. (“Space Bros,” “we,” “us” or “our”), including without limitation: the purchase of certain digital assets in the form of non-fungible cryptocurrency tokens (“NFTs”) on the decentralized blockchains on which the NFTs are recorded (“Blockchain”), as well as access to the Bad Astro Society (BAS) website and our online services and software provided on or in connection with those services that are accessible via the Site. To make these Terms easier to read, the Site, and the aforementioned services are collectively called the “Services.”

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND SPACE BROS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 17 “DISPUTE RESOLUTION; ARBITRATION” BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 17 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 18 “GOVERNING LAW AND VENUE” WILL APPLY INSTEAD.

Agreement to Terms.

By using our Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you may not use the Services.

Space Bros reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Services or updating the “Effective Date” date at the beginning of these Terms. Those additional terms and conditions, which are available with the relevant services, then become part of your agreement with us if you use those services. By continuing to access or use the Services, you confirm your acceptance of the revised Terms and all of the terms and conditions incorporated therein by reference. We encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Services. If you do not agree to the revised Terms, you may not access or use the Services.

BY USING OUR SERVICES, ACCESSING THE BAD ASTRO SOCIETY AND/OR PURCHASING CRYPTOCURRENCY ASSETS THROUGH THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS AND CONDITIONS INCORPORATED HEREIN BY REFERENCE.

Privacy Policy.

Please refer to our Privacy Policy, which also governs your use of the Services, for information about how we collect, use and share information about you.

Who May Use the Services?

Eligibility.

You may use the Services only if you are 18 years or older and capable of forming a binding contract with Space Bros, and not otherwise barred from using the Services under applicable law.

Compliance.

The Services are only available to users in certain jurisdictions who can use the Services as permitted under applicable law. You certify that you will comply with all applicable laws (e.g., local, state, federal and other laws) when using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that:

- (a) you are not located in a country that is subject to a U.S. Government embargo; and
- (b) you are not listed on any U.S. Government list of prohibited, sanctioned, or restricted parties. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws. You must not use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition. We reserve the right, but have no obligation, to monitor where our Services are accessed from. Furthermore, we reserve the right, at any time, in our sole discretion, to block access to the Services, in whole or in part, from any geographic location, IP addresses and unique device identifiers or to any user who we believe is in breach of these Terms.

About the Services;

Limitations and Relationship Between the Parties.

The Bad Astro Society Platform. The Services include the ability to access the platform, through the Site, which facilitates interactions with certain decentralized cryptographic protocols and Blockchains to allow individuals to purchase NFTs and access the club membership (the “Bad Astro Society Platform”).

You may participate in the Services by linking your digital wallet on supported bridge extensions, which allows you to purchase, store, and engage in transactions using certain cryptocurrencies. Before purchasing a unique digital asset or accessing the Bad Astro Society Platform, we will ask you to download a supported electronic wallet extension and connect and unlock your digital wallets with that extension. Once you submit an order to purchase a unique digital asset, your order is passed on to the applicable extension, which completes the transaction on your behalf.

Transactions Are Conducted on the Blockchain. While Space Bros offers a platform for users to purchase NFTs and access the Bad Astro Society, it does not act as an agent or custodian for any user of the Services. You acknowledge that Space Bros does not take control or custody of any NFT or cryptocurrency at any time. If you elect to purchase any NFTs, any financial transactions that you engage in will be conducted solely through the blockchain network governing such NFT, and you will be required to make or receive payments exclusively through the cryptocurrency wallet you have connected to the Site. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. Accordingly, we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Services. There may be royalties associated with the secondary sale of any NFT. You acknowledge and agree that the payment of any such royalty shall, in certain circumstances, be programmed to be self-executing via a blockchain network’s nonfungible token standard, and Space Bros does not have any control or ability to direct such funds or the obligation to collect such fees. Every transaction on the Bad Astro Society Platform is subject to fees collected to support the NFT creators and Bad Astro Society Platform as posted on the Site or otherwise set forth in these Terms.

Terms Applicable to Purchasers.

If you are using the Services to purchase NFTs, you are a “Purchaser,” and you agree to the following additional terms: Purchase Terms. Any NFT that you purchase is governed entirely by the smart contract and the blockchain network governing such NFT. NFTs may be subject to additional terms directly between Purchasers and the seller of such NFTs (the “Seller”), namely:

- (i) in any associated smart contract or metadata or
 - (ii) as Purchasers and Seller may agree otherwise (e.g., with respect to terms or benefits associated with a given NFT)
- (i) and (ii), collectively, “Purchase Terms”).

Space Bros is not a party to any Purchase Terms, which are solely between the Purchaser and the Seller. The Purchaser and Seller are entirely responsible for communicating, promulgating, agreeing to, and enforcing Purchase Terms. Seller must comply with and fulfill the Purchase Terms with respect to any NFTs that it sells. When you purchase an NFT through the Services, you own all personal property rights to that NFT (i.e., the right to sell or otherwise dispose of that NFT). Such rights, however, do not include the ownership of the intellectual property rights in any digital art embodied in the NFTs and any name, logos, trademarks, likeness, image, signature, voice and other identifiable characteristics included in the digital art embodied in the NFTs (collectively, the “NFT Content”). Rather, unless specified otherwise in Purchase Terms, the Purchaser will have a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the NFT Content associated with its purchased NFT), solely for the following purposes:

- (i) for your own personal, non-commercial use;
- (ii) attempts to sell or otherwise dispose of the NFT consistent with the ownership of it; and
- (iii) as part of a third party offering compatible with the purchased NFT in the normal course of the permitted end-use of such offering.

Costs and Fees.

Transactions on the Bad Astro Society Platform may be subject to fees that Space Bros collects to support the Services, as posted on the Site or otherwise set forth in these Terms. “Revenue” means the purchase price paid by the Purchaser for your NFT on the Bad Astro Society Platform. Revenue does not include any Taxes (defined below) or transaction fees. You further agree to pay all other applicable fees, including Gas Fees and hosting fees, and you authorize Space Bros to automatically charge you for any such fees or deduct such fees directly from your amounts paid by the Purchaser. The payments made do not include any Taxes (as defined below), and Space Bros shall have no responsibility for payment of such Taxes regardless of the taxing authority. Each party shall be responsible for all Taxes imposed on its income or property. Purchasers will be responsible for paying all such fees. In addition, interactions with the Blockchain may also result in transaction fees or Gas Fees (as defined below) imposed by the Blockchain, which are also solely your

responsibility. “Gas fees” mean the fees that fund the network of computers that run the decentralized blockchain network, meaning that you will need to pay a Gas Fee for each transaction that occurs via the blockchain network.

Taxes.

You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “Taxes” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

Suspension or Termination. We may suspend or terminate your access to the Services at any time in connection with any transaction as required by applicable law, any governmental authority, or if we in our sole and reasonable discretion determine you are violating these Terms or the terms of any third-party service provider. Such suspension or termination shall not be constituted a breach of these Terms by Space Bros. In accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary to utilize the Services. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the Services.

Feedback.

We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services (“Feedback”). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you.

Rights and Terms.

License to Access and Use the Services and Space Bros Content; General Prohibitions.

You are hereby granted a limited, nonexclusive, non transferable, non sublicensable license to access and use the Services and Space Bros Content; provided, however, that such license is subject to these Terms.

You agree to not use, display, mirror or frame the Services or any individual element within the Services, Space Bros Content or other Space Bros proprietary information, or the layout and design of any page or form contained on a page, without our express written consent;

provide false or misleading information to Space Bros (including posing as another person or create a misleading username);

use or attempt to use another user’s digital wallet without authorization from such user and Space Bros;

use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner (including by engaging in any activity that poses a threat to the Services or Space Bros, for example by distributing a virus or other harmful code, or through unauthorized access to the Site or other users’ digital wallets);

develop, utilize, or disseminate any software, or interact with any API in any manner, that could damage, harm, or impair the Services;

reverse engineer, or attempt to decipher, decompile, disassemble or reverse engineer, any aspect of the Services, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Services, area or code of the Services;

access, tamper with, or use non-public areas of the Services, Space Bros’s computer systems, or the technical delivery systems of Space Bros’s providers;

attempt to probe, scan or test the vulnerability of any Space Bros system or network or breach any security or authentication measures;

avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Space Bros or any of Space Bros’ providers or any other third party (including another user) to protect the Services;

attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including any robot, spider, crawler, scraper, script, browser extension, offline reader, data mining tools or the like) or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Services pages or functionality other than the software and/or search agents provided by Space Bros or other generally available third-party web browsers;

use data collected from our Services (including any personally identifiable data) to contact individuals, companies, or other persons or entities, or for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);

use the Services to engage in any lottery, bidding fee auctions, contests, sweepstakes, or other games of chance;

engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control (“OFAC”), or that involves proceeds of

any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services);
engage in wash trading or other deceptive or manipulative trading activities;
use the Services to carry out any financial activities subject to registration or licensing, including but not limited to creating, listing, or buying securities, commodities, options, real estate, or debt instruments;
use the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in an ICO or any Securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi (or decentralized finance) yield bonuses, staking bonuses, and burn discounts;
send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
impersonate or misrepresent your affiliation with any person or entity;
fabricate in any way any transaction or process related thereto;
disguise or interfere in any way with the IP address of the computer you are using to access or use the Services or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the Services;
transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity; or
otherwise use the Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Space Bros is not obligated to monitor access to or use of the Services or to review or edit any content. However, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Hyperlinks.

You are granted a limited, revocable, nonexclusive, nontransferable right to create a text hyperlink to the Services for noncommercial purposes, provided that such link does not portray Space Bros or our affiliates or any of our 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.

Space Bros Intellectual Property.

Unless otherwise indicated in writing by us, the Services and all content and other materials contained therein, including, without limitation, the Bad Astro Society logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Bad Astro Society content") are the proprietary property of Space Bros or our affiliates, licensors or users, as applicable. You may not use any Bad Astro Society Content to link to the Services without our express written permission. You may not use framing techniques to enclose any Bad Astro Society Content without our express written consent.

Space Bros and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights therein. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, services mark or other proprietary rights notices incorporated in or accompanying the Services.

References to any other products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise on the Services does not constitute or imply endorsement, sponsorship or recommendation by Space Bros.

Third-Party Services.

Notwithstanding anything to the contrary in these Terms, the Services and Bad Astro Society Content may include software components provided by Space Bros or its affiliates or a third-party that are subject to separate license terms, in which case those license terms will govern such software components. Space Bros disclaims all liability with respect to such components, including your use thereof.

The Services may contain links to third-party websites ("Third-Party Websites") and applications ("Third-Party Applications"). Such Third-Party Websites and Third-Party Applications are not under the control of Space Bros and Space Bros is not responsible for any Third-Party Websites or Third-Party Applications. Space Bros provides these Third-Party Websites 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 Websites or Third-Party Applications, or their products or Services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Services, 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 Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. You acknowledge sole responsibility for and assume all risk arising from, your use of any Third-Party Websites and Third-Party Applications.

Termination.

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to suspend or terminate your right to access or use the Services 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 or any third party, to the fullest extent permitted by applicable law. You may disconnect your digital wallet at any time.

The following Sections will survive the expiration or termination of these Terms and any termination, discontinuation or cancellation of the Services: all defined terms and Sections 4(c)(ii), 5, 7, 9, 11, 12, 13, 15, 17, 18, and 19.

Indemnification.

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Space Bros, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Space Bros Parties"), 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 pursuing indemnification and insurance), of every kind and nature whatsoever, 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:

- (i) your access to or use of the Services;
- (ii) your Feedback;
- (iii) your violation of these Terms, or breach of any representation, warranty or covenant contained in these Terms;
- (iv) your use or disposal of any NFTs;
- (v) your violation of the rights of a third party or of applicable law; or
- (vi) any Claim that the NFT is, or may be deemed, a Security under the laws of any jurisdiction.

You agree to promptly notify Space Bros of any Claims and cooperate with the Space Bros Parties in defending such Claims. You further agree that the Space Bros Parties shall have control of the defense or settlement of any third-party Claims. You may not settle or otherwise compromise any claim subject to this Section without Space Bros' prior written approval. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND SPACE BROS.

Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY SPACE BROS, THE SERVICES, BAD ASTRO SOCIETY CONTENT CONTAINED THEREIN, AND ANY NFTS OR OTHER CRYPTOCURRENCY ASSETS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SPACE BROS (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICES:

- (I) WILL MEET YOUR REQUIREMENTS;
- (II) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR
- (III) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SPACE BROS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AS TO THE SERVICES, BAD ASTRO SOCIETY CONTENT CONTAINED THEREIN AND ANY NFTS LISTED THEREIN.

WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD-PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR SERVICES IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD-PARTY SERVICES.

SPACE BROS DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT ON THE SERVICES 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 SERVICES. WHILE SPACE BROS ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SERVICES AND ANY CONTENT THEREIN SAFE, SPACE BROS CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, ANY CONTENT THEREIN, ANY NFTS LISTED THEREIN, 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.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF OR THE SERVICES AND/OR NFTS, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM:

(I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES;
(II) SERVER FAILURE OR DATA LOSS;
(III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES;
(IV) UNAUTHORIZED ACCESS TO THE SERVICES; OR
(V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT SPACE BROS OR ANY SPACE BROS PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE THROUGH THE SERVICES. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, SPACE BROS MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE SITE.

THE SERVICES MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SERVICES AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE SERVICES CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

Space Bros is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of the NFTs. Space Bros is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting NFTs, including forks, technical node issues or any other issues having fund losses as a result.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

Assumption of Risk.

You accept and acknowledge:

The prices and liquidity of cryptocurrency assets (including any NFTs) are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs made available through the Services, which may also be subject to significant price volatility. We cannot guarantee that any Purchasers of NFTs will not lose money.

You are solely responsible for determining what, if any, taxes apply to your transactions through the Services.

Neither Space Bros nor any other Space Bros affiliates is responsible for determining the taxes that apply to such transactions.

Our Services do not store, send, or receive cryptocurrency assets. This is because cryptocurrency assets exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of cryptocurrency assets occurs within the supporting blockchain and not on the Services. Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable. Some transactions in NFTs shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you initiated the transaction. 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 Space Bros will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services for transactions, however caused.

A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of a certain NFT.

The Services may rely on third-party platforms to perform transactions with respect to any cryptocurrency assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Services will suffer.

There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. Space Bros reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on the Site. Under no circumstances shall the inability to view your assets on the Site serve as grounds for a claim against Space Bros. By accessing and using the Services, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. Space Bros is not responsible for any issues with the Blockchains, including forks, technical node issues or any other issues having fund losses as a result. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the Services. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the Services. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with the Services.

Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SPACE BROS NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR NFTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF FORESEEABLE AND EVEN IF SPACE BROS OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ACCESS TO, AND USE OF, THE SERVICES, THE NFTS, BAD ASTRO SOCIETY CONTENT, OR ANY OTHER SPACE BROS PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS ARE 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 SPACE BROS AND ITS AGENTS, REPRESENTATIVES, AND AFFILIATES ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR NFTS EXCEED THE AMOUNTS YOU HAVE PAID TO SPACE BROS

FOR USE OF THE SERVICES OR ONE HUNDRED UNITED STATES DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO SPACE BROS, AS APPLICABLE.

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. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SPACE BROS AND YOU.

Modifications to the Services.

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the Services (or any features or parts thereof) at any time and without liability therefore.

Dispute Resolution; Arbitration.

Dispute Resolution. Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with Space Bros and limits the manner in which you can seek relief from us. This Arbitration Agreement will survive the termination of your relationship with Space Bros.

Informal Resolution of Disputes.

You and Space Bros must first attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) informally. Accordingly, neither you nor Space Bros may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver your written notices via hand or first-class mail to us at [Space Bros, 30 N Gould Street Ste 100, Sheridan, WY 82801].

Mandatory Arbitration of Disputes.

We each agree that any Dispute will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Space Bros agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Space Bros are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

Applicability of Arbitration Agreement.

You agree that any dispute or claim relating in any way to your access or use of the Services, to any products sold or distributed through the Services, or to any aspect of your relationship with Space Bros, will be resolved by binding arbitration, rather than in court, except that

- (i) you may assert claims in small claims court if your claims qualify; and
- (ii) you or Space Bros 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).

Arbitration Rules and Forum.

The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

Arbitration Costs.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

Authority of Arbitrator.

The arbitrator shall have exclusive authority to

- (i) determine the scope and enforceability of this Arbitration Agreement and
- (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable.

The arbitration will decide the rights and liabilities, if any, of you and Space Bros. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms (including the Arbitration Agreement). 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 arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Injunctive and Declarative Relief.

Except as provided in Section 17(d) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and 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 that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

Waiver of Jury Trial. YOU AND SPACE BROS 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 Space Bros are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17(d) above.

Waiver of Class Actions or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or Federal courts located in Nashville, Tennessee, and each party consents to the exclusive jurisdiction of those courts. All other claims shall be arbitrated.

Severability.

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.

Governing Law and Venue.

These Terms and your access to and use of the Services and Bad Astro Society Content will be governed by and construed and enforced in accordance with the laws of Wyoming, without regard to or application of its conflict of laws rules. The parties hereby agree to submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding. 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 located in Nashville, Tennessee, and each party consents to the exclusive jurisdiction of those courts.

Miscellaneous.

These Terms constitute the entire and exclusive understanding and agreement between you and Space Bros relating to your access to and use of the Services and Bad Astro Society Content, and supersede any and all prior and contemporaneous oral and written discussions, agreements, and understandings of any kind. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Space Bros's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. Space Bros may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. Any notices or other communications provided by Space Bros under these Terms will be given:

- (i) via email; or
- (ii) by posting to the Services.

For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted. Space Bros's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Space Bros. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms 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 these Terms.

Notice for California Residents.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to support@cryptospacesociety.com. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Contact Information.

If you have any questions or would like more information about Space Bros and/or the Services, please contact us via our Discord channel or email us at support@cryptospacesociety.com