

TERMS & CONDITIONS

ARK4

ABOUT

ARK4 represents a collection of digital works of art (hereinafter “Digital Works of Art”) consisting of non-fungible tokens (“NFTs”) running on the Ethereum Network.

<https://ark4.net> (this “Website”) is merely a portal through which users can purchase Digital Works of Art via Smart Contracts (defined below) on such Network. Users are entirely responsible for the safety and management of their own private Ethereum wallets and validating all transactions and contracts generated by this Website before approval. Moreover, because NFTs run on the Ethereum Network, no transaction can be undone, reversed, or restored.

This Website is managed by the ARK4 team, a brand owned by Ark4 (hereby referred to as “us,” and/or “we,” etc.), which is also responsible for minting and distributing the NFTs. By accessing this Website, and/or by purchasing something from or via our Website, you accept and agree to these Terms and Conditions.

This Website, as well as all its linked services, are provided “as is” and “as available” without any warranties of any kind. Using this Website entails your acceptance of sole responsibility for any related digital collectible transactions.

ABOUT SMART CONTRACTS

The NFTs are managed via “smart contracts” on the Ethereum Network blockchain, which provides an immutable ledger of all transactions that occur via “Smart Contracts”. This means that NFTs are outside of the control of any one party and are subject to many risks and uncertainties.

We hereby confirm and the user hereby unequivocally accepts that we do not control the Ethereum Network (nor any other digital network or wallet), your browser, or any other third-party website, product, or service that you might access, visit, or use for the purpose of enabling you to use the various features of the NFTs.

We hereby confirm and the user hereby unequivocally accepts that we will not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. Your ownership of an NFT is entirely mediated by the Smart Contract and the Ethereum Network. As a result, we can never confiscate, suspend, or in any manner modify the ownership of any of the NFTs. You understand that your Ethereum public address will be made publicly visible whenever you engage in a transaction on the Website.

OWNERSHIP

OUR RIGHTS

ARK4 owns all legal right, title, and interest in all intellectual property rights underlying the NFTs, including but not limited to copyrights and trademarks. Except as expressly agreed in these Terms and Conditions, as the copyright owner, ARK4 has the sole and exclusive right to reproduce, prepare, distribute, display, and perform derivative works.

ARK4 hereby acknowledges, understands, and agrees that selling NFTs constitutes an express representation, warranty, and covenant that ARK4 has not, will not, and will not cause another to sell, tokenize, or create another cryptographic token representing an identical digital collectible for the identical digital work of art, excepting, without limitation, ARK4 ability to sell, tokenize, or create a cryptographic token or other digital asset representing a legal, economic, or other interest relating to any of the exclusive rights belonging to ARK4 under copyright law, and which may include a derivative work, including one that may appear substantially similar to the original Digital Work of Art.

ARK4 further hereby acknowledges, understands, and agrees that launching a Digital Work of Art on the Website constitutes an express and affirmative grant to the Website, its affiliates and successors a non-exclusive, world-wide, assignable, sublicensable, perpetual, and royalty-free license to make copies of, display, perform, reproduce, and distribute the NFTs on any media whether now known or later discovered for the broad purpose of operating, promoting, sharing, developing, marketing, and advertising the Website or any other purpose related to the Website, including without limitation, the express right to: (i) display or perform the Digital Work of Art on the Website, a third party Website, social media posts, blogs, editorials, advertising, market reports, virtual galleries, museums, virtual environments, editorials, or to the public; (ii) create and distribute digital or physical derivative Digital Work of Art based on the Digital Work of Art; (iii) indexing the Digital Work of Art in electronic databases, indexes, catalogues; and (iv) hosting, storing, distributing, and reproducing one or more copies of the Digital Work of Art within a distributed file keeping system, node cluster, or other database (e.g., IPFS) or causing, directing, or soliciting others to do so.

ARK4 expressly represents and warrant that your NFT listed on the Website contains only original content otherwise authorized for use by ARK4, and does not contain unlicensed or unauthorized copyrighted content, including any imagery, design, audio, video, human likeness, or other unoriginal content not created by ARK4, not authorized for use by ARK4, not in the public domain, or otherwise without a valid claim of fair use, ARK4 further represents and warrants that it has permission to incorporate the unoriginal content.

YOUR RIGHTS

You are receiving a cryptographic token representing ARK4's Digital Work of Art known as "AN ARKIE" as a piece of property, but do not own the creative work itself. You may display and share the Digital Work of Art, but you do not have any legal ownership, right, or title to any copyrights, trademarks, or other intellectual property rights to the Digital Work of Art, excepting the limited license to the Digital Work of Art granted by these Terms and Conditions. Upon collecting a Digital Work of Art, you receive a limited, worldwide, non-assignable, non-sublicensable, royalty-free license to display the Digital Work of Art legally owned and properly obtained by yourself. Your limited license to display the Digital Work of Art, includes, but is not limited to, the right to display the Digital Work of Art privately or publicly, e.g., (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFT, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Digital Work of Art for their NFT to ensure that only the actual owner can display the Digital Work of Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFT, provided that the website/application cryptographically verifies each NFT owner's rights to display the Digital Work of Art for their NFT to ensure that only the actual owner can display the Digital Work of Art, and provided that the Digital Work of Art is no longer visible once the owner of the NFT leaves the website/application; (iv) for the purpose of promoting or sharing the your purchase, ownership, or interest, (v) for the purpose of sharing, promoting, discussing, or commenting on the Digital Work of Art;; and (vi) within decentralized virtual environments, virtual worlds, virtual galleries, virtual museums, or other navigable and perceivable virtual environments. You have the right to sell, trade, transfer, or use your Digital Work of Art. Without limiting the foregoing, any Permitted Commercial Use (defined below) of the Digital Work of Art must comport with the following:

PERMITTED COMMERCIAL USE

Subject to your continued compliance with these Terms and Conditions, ARK4 hereby grants to you an unlimited, worldwide license to use, copy, and display the Digital Work of Art for the purpose of creating permitted certain types of derivative works that are based upon it ("Permitted Commercial Use").

For the sake of clarity, nothing in this Section will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies each NFT's owner's rights to display the Digital Work of Art for their NFT to ensure that only the actual owner can display the Digital Work of Art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of NFTs generally, provided that the third party website or application cryptographically verifies each NFT's owner's rights to display the Digital Work of Art for their NFT to ensure that only the actual owner can display the NFT, and provided that the Digital Work of Art is no longer visible once the owner of the purchased NFT leaves the website/application;

or (iii) earning revenue from any of the foregoing.

LIMITATIONS ON COMMERCIAL USE

NOTWITHSTANDING THE FOREGOING, ANY USE, COPY OR DISPLAY OF THE DIGITAL WORK OF ART OR ANY DERIVATIVE WORK BASED THEREON THAT IS DEPICTED IN AN AUDIOVISUAL PRODUCTION, E.G., A MOVIE, VIDEO, VIDEO GAME, OR ANY OTHER FORM OF MEDIA FOR A COMMERCIAL PURPOSE SHALL NOT BE CONSIDERED A PERMITTED COMMERCIAL USE AND SHALL BE SUBJECT TO A SEPARATE WRITTEN AGREEMENT SIGNED BY ARK4, BARRING WHICH, THE RIGHT TO INCORPORATE THE DIGITAL WORK OF ART OR ANY DERIVATIVE WORK BASED THEREON IS EXPRESSLY PROHIBITED.

Moreover, whether or not a Permitted Commercial Use, you agree that you may not, nor permit any third party, to do or attempt to do any of the foregoing without ARK4 express prior written consent in each case: (i) modify, distort, mutilate, or perform any other modification to the Digital Work of Art which would be prejudicial to ARK4 honour or reputation; (ii) use the Digital Work of Art to advertise, market, or sell any third party product or service; (iii) use the Digital Work of Art in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Digital Work of Art; (v) attempt to mint, tokenize, or create an additional cryptographic token representing the same Digital Work of Art, whether on or off of the Website; (vi) falsify, misrepresent, or conceal the authorship of the Digital Work of Art; or (vii) otherwise utilize the Digital Work of Art for your or any third party's commercial benefit.

OUR OTHER RESERVED RIGHTS

You acknowledge and agree that the Website may contain content or features ("Website Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by ARK4, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Website or the Website Content, in whole or in part. In connection with your use of the Website you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by the Website from accessing the Website (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Website or the Website Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Website or distributed in connection therewith are the property of the Website, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by ARK4 or the Website, as the case may be. The Website name and logos are trademarks and service marks of ARK4. (collectively the "The Website Trademarks"). Other company, product, and service names and logos used and displayed via the Website may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to the Website. Nothing in these Terms and Conditions or the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of The Website Trademarks displayed on the Website, without our prior written permission in each instance. All goodwill generated from the use of The Website Trademarks will inure to our exclusive benefit. Feedback, such as comments, bug reports, ideas, or suggestions, may be submitted by you, including feedback on ways to improve the Website (hence, "Feedback"). Feedback that you submit is your permission to us to use it in any way we deem appropriate without compensating you in any way, and, in such connection or otherwise, you grant us the perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use such feedback for any purpose.

FEES AND PAYMENT

This Website will only handle financial transactions that are conducted through the Ethereum Network if you choose to purchase a NFT through it. Payments and transactions are outside of our direction and

control and we are unable to reverse them. For clarity, if you engage in any transactions or conduct any other transactions via the Ethereum Network, we will not be liable for any claims or damages arising from such transactions. Transactions on Ethereum are subject to a fee (also referred to as a “Gas Fee”) that is charged at the beginning of the transaction cycle. Using the Gas Fee, the decentralized Ethereum Network can maintain its network of computers. Therefore, all such transactions will be subject to such Gas Fee. The Gas Fee does not accrue to ARK4 nor do we have control over its pricing or assessment.

YOUR OBLIGATIONS

You are solely responsible (and hereby accept said responsibility by using the website) for your own actions while accessing or using the Website, as well as any repercussions thereof. You agree to use the Website only for legitimate, appropriate purposes, and in compliance with the Terms and Conditions and any relevant laws or regulations. As an example, and without any limitation, you may not, and may not allow any third party to: (1) Publish, send, or otherwise modify any illegal, defamatory, harassing, abusive, violent, hateful, obscene, fraudulent or otherwise inappropriate material; (2) Upload any destructive or deceptive software, including viruses, worms, flaws, Trojan horses, corrupted files, or hoaxes; (3) Falsely claim to be another person. (4) Participate in any activities that infringe upon the intellectual property rights of another party or otherwise violate their legal rights shall not be undertaken on the Website; (5) Take part in, promote, or encourage illegal activities (including, but not limited to, money laundering); (6) Engage in behavior that interferes with other users' usage of the Website; (7) Engage in any unauthorized commercial activity on the Website; (8) Reverse engineer, modify, adapt, or adapt any portion of the Website; (9) Take down any provisions that mention copyright, trademark or other proprietary rights within or on the Website or any part of it; (10) For any unauthorized purpose, collect information about the Website with any technology; (11) Attempt to access or use the Website in order to come up with products or services that are competitive with ours. In our sole and absolute discretion, we may, at any time, immediately suspend or terminate your user account should you engage in any of the prohibited activities under this section, without giving you any advance notice, and without limiting our right to pursue any other remedies under law or in equity.

ASSUMPTION OF RISK

NFTs, cryptocurrencies, and blockchains being relatively new, the regulatory landscape is still fairly unclear. Regulating such technologies negatively could reduce the value of your NFT. In such light and otherwise, you acknowledge and accept all associated risks, and thus acknowledge and agree to the following, to wit:

Should you consider selling your NFTs, please be aware: that the price of NFTs in general and NFTs in particular is highly volatile and changes along with the price of other NFTs; which has the potential to negatively or positively affect the price of your NFT. In view of the volatility associated with NFTs, they should not be considered investments. In that regard, you hereby acknowledge and agree to assume all risks.

Furthermore, ownership of a NFT grants you the right to own the Digital Work of Art only, and no information on this Website (the documents therein, as well as any others) is or should be construed as investment advice. In addition, nothing on this Website constitutes or qualifies as an offer or invitation to buy stocks or securities in any jurisdiction. Irrespective of legislation in any jurisdiction, nothing on this Website constitutes an offer to sell or buy shares, securities, or other financial products. NFTs have not been registered or regulated in any jurisdiction given the artistic nature of the Ark4. To ensure that your purchase of NFTs and any related artwork is compliant with the laws and regulations of your jurisdiction, it remains your sole and absolute responsibility. As may be the case with all Internet-based transactions, all associated risks apply, including, but not limited to, risks associated with hardware, software and Internet connections, the introduction of malicious software, as well as the possibility that third parties could gain unauthorized access to your Ethereum wallet, potentially leading to partial or total loss. The Ethereum Network itself, and/or any adverse outcomes it suffers due to disruptions or other issues, are solely your responsibility.

CHANGES TO TERMS AND CONDITIONS

We may make periodic to these Terms and Conditions at any time. It is your responsibility to review them frequently to stay up to date. By continuing to access or use the Website you are deemed to have unconditionally accepted any such updated Terms and Conditions. It is forbidden for you to access or use the Website if you do not agree to any updated Terms and Conditions.

AGE RESTRICTION

We do not intend for our Website to be used by children. A NFT may only be purchased by a person of 16 years of age or older. Under no circumstances may you use this Website if you are under 16 years of age. Your access to and use of the Website constitutes your representation and warranty that you are at least 16 years old. We reserve the right to seek proof of your age representation at any time.

DISCLAIMERS

THIS WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND YOU ACKNOWLEDGE THAT THIS IS AT YOUR SOLE RISK AND UNDERTAKING. IN ACCORDANCE WITH APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES REGARDING THIS WEBSITE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION THE WEBSITE ITSELF, SMART CONTRACTS, AND/OR ANY OTHER OPTIONAL WEBSITES). INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, AND RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE ABOVE, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU: (1) YOUR ACCESS TO OR USE OF THE WEBSITE WILL MEET YOUR REQUIREMENTS, (2) YOUR ACCESS TO OR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (3) USAGE DATA PROVIDED THROUGH THE WEBSITE WILL BE ACCURATE, (4) THE WEBSITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE WEBSITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (5) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE WEBSITE 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.

YOU ACKNOWLEDGE THAT THERE ARE INHERENT SECURITY RISKS WHEN PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND THAT WE ARE NOT RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS THAT BREACH IS CAUSED BY WILLFUL MISCONDUCT ON OUR PART.

WE NEITHER HAVE CONTROL OVER OR MAKE ANY GUARANTEES REGARDING ANY SMART CONTRACTS NOR WILL WE BE RESPONSIBLE OR LIABLE FOR ANY LOSSES YOU INCUR AS A RESULT OF USING THE ETHEREUM NETWORK.

GOVERNING LAW

These Terms and Conditions have been made in and will be construed and enforced solely in accordance with the laws of the Republic of Cyprus. In the event, and for whatever reason, should the arbitration clause or class action waiver below be inapplicable then you consent to the jurisdiction of the courts of the Republic of Cyprus for purposes of any suit, action or proceeding arising out of these Terms and Conditions, and you hereby consent to such exclusive and personal jurisdiction and venue.

Any claim you might have against ARK4 must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred

A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as

other documents and records originally generated and maintained in printed form. Please contact ARK4 if you wish to receive a printed copy of this Agreement. **If ARK4 or any other product on this Website, or your use of the Website, is contrary to the laws of the jurisdiction where you are when you access it, the Website is not intended for you, and we require that you not use the Website.**

Those who choose to access this do so on their initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

RELEASE AND INDEMNIFICATION

ARK4, and their subsidiaries, affiliates, owners, officers, agents, employees, advertisers, licensors, suppliers, attorneys, accountants and partners (collectively, the "Released Parties") are not liable for any losses, claims, legal liabilities or damages that may result from your use of the Website, including, but not limited to, suits, judgments, litigation costs, or attorneys' fees resulting from (1) your violation of these Terms and Conditions, (2) your misuse of the Website, or (3) your violation of applicable laws, rules or regulations in connection with your access to or use of the Website. In such connection and otherwise, you agree to release, indemnify and hold harmless the Released Parties from and against any and all damages, claims, liabilities, losses or expenses of any kind (including reasonable attorneys' fees incurred by the Released Parties), any breach or nonfulfillment of the Released Parties' obligations under these Terms and Conditions, the Smart Contract, liability for any accidental or inadvertent use of a Digital Work of Art by ARK4 without having first acquired the necessary right to do so, or any failure by the Released Parties to comply with any applicable federal, state, or local laws, regulations, or codes in connection with these Terms and Conditions or otherwise.

ARBITRATION AND CLASS ACTION WAIVER

Any controversy or claim arising out of or relating to these Terms and Conditions, or the breach thereof, or any associated transaction, shall be resolved by arbitration. Such arbitration proceedings shall be held in Cyprus.

The Arbitrator's ruling shall be deemed final when, and only when, he or she has issued a ruling, with supporting findings of fact and evidentiary basis. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the arbitration award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. In the absence of such error, judgment on the award may be entered by any court of competent jurisdiction.

THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND CONDITIONS OR ANY RESULTANT TRANSACTION.

NO CLASS ACTIONS

TO THE EXTENT ALLOWED BY LAW, YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CONSOLIDATED OR CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. YOU UNDERSTAND THAT BY AGREEING TO THIS CLASS ACTION WAIVER, YOU MAY ONLY BRING CLAIMS AGAINST THE SAGE CREATIVE INC. IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.