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The Restrictions

- When using the KnuckleBonz App Software you must use it in a manner that complies with the applicable laws in the jurisdiction(s) in which you use the KnuckleBonz App Software.
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- Any Digital Collectible purchase that is completed by accepting the terms in the order confirmation email generated at the time of sale and subsequent minting of the NFT collectible is completely non-refundable.
- During the KnuckleBonz App Software BETA program 2024, you agree that you will not disclose and/or share any information or content about the KnuckleBonz App Software to any individual or company other than employees of KnuckleBonz. Any such breach of this term will be subject to immediate removal from the BETA program and all other terms of this EULA.

Privacy Notices

The KnuckleBonz App Software automatically communicates with its server for three purposes: (1) updating the KnuckleBonz App Software; (2) sending error reports; and (3) sending anonymized usage data so we may improve the KnuckleBonz App Software. If you would like to learn more about the specific information we send, please visit [<https://knucklebonz.com/pages/terms-and-conditions>]]. You may opt out of sending the anonymized usage data, but if you do not want the KnuckleBonz App Software to update automatically or send error reports, you must uninstall the KnuckleBonz App Software.

- **Automatic KnuckleBonz App Software Updates.** The KnuckleBonz App Software communicates with its server (and sends information described at the URL above) to determine whether there are any patches, bug fixes, updates, upgrades or other modifications to improve the KnuckleBonz App Software. You agree that the KnuckleBonz App Software may automatically install any such improvements to the KnuckleBonz App Software on your computer without providing any further notice or receiving any additional consent. This feature may not be disabled. If you do not want to receive automatic updates, you must uninstall the KnuckleBonz App Software.
- **Error Reports.** In order to help us improve the KnuckleBonz App Software, when the KnuckleBonz App Software encounters certain errors, it will automatically send some information to its server about the error (as described at the URL above). This feature may not be disabled. If you do not want to send error reports to its server, you must uninstall the KnuckleBonz App Software.
- **Anonymized Usage Data.** [[KNUCKLEBONZ APP]] collects anonymized data about your usage of the App Software to help us make it more awesome. Approximately once a day the KnuckleBonz App Software sends such data (as described in more detail at the URL above) to its server. If you do not want to send anonymized usage data to the server, you may opt out by changing your settings in the Preferences view.

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KnuckleBonz Digital Collectibles

By purchasing or otherwise obtaining a unique, non-fungible token created by or on behalf of KnuckleBonz, LLC ("KnuckleBonz") (such non-fungible token, an "NFT"), either through an initial transfer from KnuckleBonz or a subsequent transfer from the prior owner of the NFT, you agree to these Digital Collectible Terms by and between you and KnuckleBonz (these "Terms").

Please note that these terms contain a mandatory arbitration provision that, as further set forth below, requires the use of arbitration on an individual and not a class-wide or consolidated basis to resolve any past, pending, or future disputes between you and KnuckleBonz (and, if applicable, KnuckleBonz's licensors), rather than jury trials or any other court proceedings of any kind. If you do not wish to be subject to arbitration on a retroactive basis, you may opt out of the arbitration provision within thirty (30) days by following the instructions provided below.

The NFT is a unit of data, which may be part of a series of such data units, created by or on behalf of KnuckleBonz, that resides on the Polygon blockchain and is specifically associated with one or more works of authorship owned or controlled by KnuckleBonz ("Digital Content") such that, if you own the NFT, you can access such Digital Content through the NFT pursuant to these Terms (each NFT combined with the right to access the Digital Content associated with such NFT (subject to the terms and conditions of these Terms) shall be collectively referred to as the "Digital Collectible"). It is important to understand, and you hereby acknowledge and agree, that the NFT is separate from the Digital Content;

the NFT itself is sold or otherwise transferred to you and, by owning the NFT, you receive the rights to access the Digital Content through the NFT, subject to and in accordance with these Terms. The Digital Content is neither stored nor embedded in the NFT, but is accessible through the NFT, subject to compliance with these Terms.

Subject to your compliance with these Terms, KnuckleBonz hereby grants to you, to the extent of KnuckleBonz's rights in the Digital Content, and solely for so long as you own the NFT, the worldwide, non-exclusive, revocable, non-transferable, non-assignable, non-sublicensable worldwide right to access, view, and/or display the Digital Content associated with the purchased NFT as part of the Digital Collectible, solely for your own personal, non-commercial use. Except as expressly set forth herein, all rights in the Digital Content are expressly reserved by KnuckleBonz and its licensors and your purchase of the NFT does not include any rights to the Digital Content, except as expressly provided in these Terms. Without limiting the foregoing, and for the avoidance of doubt, your ownership, possession, or control of the NFT does not provide you any ownership, copyright, title, or similar interest in any Digital Content.

In connection with the Digital Collectible, you may not, nor may you permit any third party to, do or attempt to do any of the following without KnuckleBonz's express prior written consent in each case: (i) modify the Digital Content associated with the Digital Collectible in any way, including, without limitation, the sounds, shapes, designs, drawings, attributes or color schemes; (ii) use the Digital Content associated with your Digital Collectible, including the name, likeness, image or persona of any individual or character associated with such Digital Content ("Persona"), or any other elements of the Digital Content, to advertise, market, promote, or sell any product or service or otherwise use the Digital Content or any Persona associated with your Digital Collectible for your or any third party's commercial benefit; (iii) use the Digital Content or any Persona associated with your Digital Collectible in connection with images, videos or other forms of media that depict hatred, intolerance, violence, cruelty, political matters, X-rated material, nudity or partial nudity, materials exposing cruelty, physical, or emotional acts against any person or animal that are primarily intended to hurt or inflict pain, any prescription or habit-forming drugs, drug-related paraphernalia, firearms, tobacco products, alcohol, gambling, embarrassing personal hygiene products, adult-oriented or salacious products or services, or anything else that could reasonably be found to constitute hate speech, infringe upon the rights of others, generally be considered untrue, defamatory, obscene, profane or indecent, or otherwise harm or reasonably be likely to harm KnuckleBonz's (or any of its licensors') names, brands, or reputation or contravenes applicable laws or KnuckleBonz's or its licensors' policies or guidelines; (iv) use the Digital Content in movies, videos, or any other forms of media, including, without limitation, the creation or minting of any new non-fungible tokens; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain) or otherwise commercialize merchandise that includes, contains or consists of the Digital Content (including any elements thereof) or any Persona associated with the Digital Collectible; (vi) attempt to trademark, copyright or otherwise acquire additional intellectual property rights in or to the Digital Content or any Persona associated with the Digital Collectible(s); (vii) otherwise utilize the Digital Content and the Digital Collectible for your or any third party's commercial benefit or personal gain (including, without limitation, crowd-funding or similar activities); (viii) create, sell, or attempt to create or sell, fractionalized interests in the NFT or the Digital Collectible; or (ix) separate, unlink, or decouple the Digital Content or any Persona from the NFT with which it is associated to form the Digital Collectible. KnuckleBonz may use or implement technical

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- The limited license set forth in Section 2 applies only to the extent you continue to own the NFT. You may sell, assign or otherwise transfer the NFT to a third party, provided that the following conditions are met:
 - a such sale, assignment or other transfer is conducted through an online non-fungible token platform that cryptographically verifies that you are the actual owner of the NFT being transferred ("Platform");
 - b such sale, assignment or other transfer must comply with (i) such Platform's applicable terms and (ii) any applicable laws, regulations, regulatory guidance, and rules; and
 - c prior to such sale, assignment or other transfer, you must (i) provide written notice to the would-be transferee that such transferee's use of (including any access to) the Digital Collectible will be conditional upon such transferee entering into the then-current version of these Terms, and (ii) ensure that such transferee is provided with an opportunity to review these Terms.

If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of your NFT for any reason through any means, your rights under Section 2 will immediately terminate (without the requirement of notice) with respect to the Digital Content associated with your NFT. Your rights under

Section 2 will also immediately terminate (without the requirement of notice) if you breach these Terms.

Without limiting the foregoing, if you offer or list any NFT for sale, or use any NFT to create or offer any asset, listing or collection, or take any other action in a manner that violates these Terms, any applicable terms of use governing marketplace, platforms, or distribution channels on which you purchased the NFT ("Platform Terms"), or any applicable laws, KnuckleBonz or its designee(s) may take corrective actions, as appropriate, including but not limited to removing, deleting or disabling the NFT, corresponding Digital Content or Digital Collectible, listing, or collection, disabling access to or services relating to the NFT or any corresponding Digital Content or Digital Collectible, deleting your user account, destroying inappropriate metadata stored on KnuckleBonz's or its designees' servers, and/or permanently withholding any payments that would otherwise be made to you.

You acknowledge and agree that KnuckleBonz or its designee(s) may receive a royalty from or in connection with your sale of, and any other future sale of, the NFT to compensate KnuckleBonz or its designees for the initial development of the NFT and licensing and development of IP and the Digital Content. The royalty will be embedded in the NFT via a smart contract. You agree that such fee is initiated, transferred, and processed through the smart contract.

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- You shall defend, indemnify and hold harmless KnuckleBonz and its affiliates, and its and their licensors, and its and their respective directors, officers, employees, licensors, content providers, agents and representatives, from any third-party claim or action arising from your breach or alleged breach of these Terms or any unauthorized use of the Digital Content or the Digital Collectible.
- These Terms are governed by the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS OR THE DIGITAL COLLECTIBLE, OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND KNUCKLEBONZ (AND, IF APPLICABLE, KNUCKLEBONZ'S LICENSORS), WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT YOU AND KNUCKLEBONZ (AND, IF APPLICABLE, KNUCKLEBONZ'S LICENSORS) ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS SHALL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE. YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. OPTION TO OPT OUT. YOU MAY OPT OUT OF THESE ARBITRATION AND CLASS ACTION PROVISIONS BY FOLLOWING THE INSTRUCTIONS BELOW. IF YOU DO NOT OPT-OUT, THESE TERMS WILL APPLY RETROACTIVELY TO ALL CLAIMS YOU MAY POSSESS, WHETHER ASSERTED TO DATE OR NOT. PROCEDURE TO OPT OUT OF ARBITRATION. IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT, YOU MUST, WITHIN THIRTY (30) DAYS OF ACQUIRING OWNERSHIP OF THE APPLICABLE NFT, SEND AN E-MAIL TO SUPPORT@KNUCKLEBONZ.COM CONTAINING YOUR FULL NAME, ADDRESS, IDENTIFYING INFORMATION FOR THE APPLICABLE NFT, THE DATE ON WHICH YOU ACQUIRED SUCH NFT, AND THE WORDS "OPT OUT" IN THE BODY OR SUBJECT LINE OF THE EMAIL. The arbitration will be administered by JAMS under its Streamlined Arbitration Rules, as amended by these Terms. The JAMS Streamlined Arbitration Rules are available online at <https://www.jamsadr.com/rules-streamlined-arbitration/>. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow the terms set out in these Terms (including with respect to the class action waiver) and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator

may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms will preclude you from bringing issues to the attention of an applicable governmental agency and, if and to the extent that the law allows, it can seek relief against us for you.

- If for any reason the arbitration provision set forth above is determined to be invalid or unenforceable, any disputes relating to these Terms or the Digital Collectible or any aspect of the relationship between you and KnuckleBonz (and, if applicable, KnuckleBonz's licensors) relating to NFTs or Digital Content, other than disputes that qualify for small claims court, shall be brought solely in the state or federal courts located in Contra Costa County in the State of California, and you hereby consent to the exclusive jurisdiction of such state and federal courts and waives any defense of forum non conveniens. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST EITHER PARTY IN CONNECTION WITH THESE TERMS.
- These Terms do not, and shall not be construed to, create any partnership, joint venture or agency between you and KnuckleBonz. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. You shall not assign, transfer or otherwise dispose of these Terms (including any of your rights or obligations under these Terms), and any purported assignment, transfer or other disposition shall be null and void. These Terms constitute the entire agreement between you and KnuckleBonz with respect to the NFT and the Digital Collectible and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and KnuckleBonz relating to the NFT, the Digital Content, or the Digital Collectible, including, without limitation, any Platform Terms. Without limiting the foregoing, in the event of a conflict between these Terms and any Platform Terms, these Terms control.
- You agree that, in addition to KnuckleBonz, any of KnuckleBonz's affiliates and licensors associated with the Digital Content will have the right to enforce these Terms and any of its rights hereunder against you.
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