

Cosmic Cowgirls TOS

These terms and conditions constitute a legally binding agreement (the "Agreement") between you (also referred to herein as "you", "your", or "user") and Cosmic Cowgirls LLC ("Cosmic Cowgirls", "we", "us", or "our"), governing your interaction with our NFT collection. By entering into this Agreement, participating in minting, purchasing a Licensed NFT (either directly from us or on resale), and/or using this website, you expressly acknowledge that you understand this Agreement and accept all of its terms.

Cosmic Cowgirls is a collection of digital artworks, known as NFTs (defined below), running on the Ethereum network. Users are responsible for the safety and management of their own private Ethereum wallets, NFTs, and validating all transactions and contracts generated by this website before approval. PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE, CLASS WAIVER, AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

1. Definitions

- A. "NFT" means any blockchain-tracked, non-fungible token.
- B. "Art" means any art, graphics, images, designs, logos, taglines, and drawings that may be associated with an NFT in which you acquire Licensed Rights.
- C. "Licensed Rights" with respect to an NFT means your rights to a Licensed NFT of which you are the current rightful licensee and which you acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.
- D. "Licensed NFT" means an NFT from Cosmic Cowgirls. For the avoidance of doubt, the Licensed NFT refers to the entire NFT, and any individual components of the NFT (for example but not limited to the surface, crowns, stamps, colors, flourishes, fonts, images, logos, and any other individual or combined trait or elements) may not be used, modified, or displayed on a standalone basis.
- E. "Site" refers to our website, Discord server, and other social media accounts.

2. Ownership

- A. You acknowledge and agree that Cosmic Cowgirls owns all legal right, title, and interest in and to the Art. We reserve all rights that are not specifically granted to users. This includes intellectual property rights surrounding the Cosmic Cowgirls names, logos, trademarks, the website, the smart contract code, and anything else not specifically granted by any of the following licenses.
- B. All purchases of Licensed 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 Licensed NFT, any disruption to the operations of any components of the Licensed NFT, or any other reason whatsoever.
- C. Personal Use: subject to your continued compliance with these Terms, Cosmic Cowgirls grants you a worldwide, royalty-free, non-exclusive license to use, copy, and display the Licensed 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 Cosmic Cowgirl / NFT, provided that the marketplace cryptographically verifies each Cosmic Cowgirl owner's rights to display the Art for their Cosmic Cowgirl 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 Cosmic Cowgirl, provided that the website/application cryptographically verifies each Cosmic Cowgirl owner's rights to display the Art, and provided that the Art is no longer visible once the owner of the Cosmic Cowgirl leaves the website/application.

- D. Commercial Use: subject to your continued compliance with these Terms, Cosmic Cowgirls grants you a worldwide, royalty-free, non-exclusive license to use, copy, and display the Licensed NFT for the purpose of creating derivative works based upon the Licensed NFT ("Commercial Use"). Examples of such use include, but are not limited to, the use of the Licensed NFT to produce and sell merchandise products (T-Shirts, etc.) that display copies of the Art, to create any digital derivatives or other NFT representations of the Licensed NFT, or to manufacture and sell printed copies of a Licensed NFT.
- E. The Licensed Rights granted to You hereunder shall automatically terminate and all rights shall return to Cosmic Cowgirls if: (i) at any time you sell, trade, donate, give away, transfer, burn, or otherwise dispose of your Licensed 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 Licensed NFT; (iv) you initiate any legal actions against any of Cosmic Cowgirls and/or its members, officers, directors, affiliates, agents, attorneys and employees.
- F. Cosmic Cowgirls IP. Other than the rights to the Licensed NFT, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to Cosmic Cowgirls including, without limitation, to the Cosmic Cowgirls name and mark, and the associated logos. All of these rights are expressly reserved in the name of Cosmic Cowgirls. Nothing herein shall restrict Cosmic Cowgirls' right to use, copy, and display any individual Licensed NFT for its own uses. If you wish to discuss with us a license for use of the Cosmic Cowgirls IP, you may contact us at [cosmic.cowgrils.nft@gmail.com].
- G. Feedback. You may choose to submit comments, bug reports, ideas or other feedback about the Site or the Cosmic Cowgirls 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.

3. Restrictions

You are solely responsible for your own conduct while accessing or using the Site, and for any consequences thereof. You agree to use the Site 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 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 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; (vii) use the Site for any unauthorized commercial purpose; (viii) modify, adapt, translate, or reverse engineer any portion of the Site; (ix) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or any part of it; (x) use any technology to collect information about the Site's for any unauthorized purpose; (xi) access or use the Site for the purpose of creating a product or service that is competitive with any of our products or services. 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.

4. Disclaimers and Limitation of Liability

- A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE 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 AND ANY PART OF IT (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, (III) THE SITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE 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 NO CONTROL

OVER AND MAKE NO GUARANTEES REGARDING ANY SMART CONTRACTS, INCLUDING 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, 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 THESE TERMS 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 THESE TERMS 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 AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE SITE TO YOU WITHOUT THESE LIMITATIONS.

5. 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 Cosmic Cowgirl. NFTs have no extrinsic value and should not be considered an investment. Ethereum-based NFTs may become worthless or obsolete. You assume all risks in that connection.
- B. Nothing on this site 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. Due to the artistic nature of the project, Cosmic Cowgirls has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of a Cosmic Cowgirl and the associated art is in compliance with laws and regulations in your jurisdiction.
- C. 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.
- D. NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value for your Licensed NFT. You understand and accept all risk in that regard.
- E. Cosmic Cowgirls is not responsible for any transaction between you and a third party (including third-party sellers or marketplaces) and shall have no liability in connection with any such transaction.

- F. You assume all risk for any disruptions or other issues that may occur on the Ethereum network and/or impacts Ethereum or NFT functionality.
- G. Cosmic Cowgirls cannot and does not represent or warrant that any Licensed NFT, or its supporting systems or technology, is reliable, current, or error-free, meets Your requirements, or that defects in the Licensed NFT, or its supporting systems or technology, will be corrected.
- H. In addition to assuming all the above risks, you acknowledge that You have obtained sufficient information to make an informed decision to license the Licensed 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.

6. Indemnification

You agree to indemnify, defend and hold harmless Cosmic Cowgirls and its subsidiaries, affiliates, officers, agents, employees, contractors, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to (i) your breach of this Agreement, (ii) your misuse of the Site, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Site.

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 or Your Licensed Rights.

7. Modifications

We reserve the right to make changes to the terms and conditions at our discretion. Please check this page periodically for such changes. 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 and conditions, you may not access or use our Site.

8. Children

Our Site is not intended for children. You must be at least 18 years old to access this Site or purchase a Cosmic Cowgirl. If you are under 18 years old you are not permitted to use this Site for any reason. By accessing the Site, you represent and warrant that you are at least 18 years of age.

9. Taxes and Fees

- A. You understand that Licensed NFTs must be purchased with Ethereum and that Cosmic Cowgirls has no control over "gas" fees collected by Ethereum miners.

- B. Cosmic Cowgirls is not responsible for determining the withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto ("Taxes"), that may apply to transactions on the Site.
- C. You agree that you are solely responsible for determining what, if any, Taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of Taxes to the appropriate taxing authorities.
- D. Unless otherwise indicated on an applicable invoice, amounts due on this Site are exclusive of sale, use, value added or similar Taxes ("Sales Taxes"). This means that Sales Taxes become your sole responsibility.

10. 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.

11. Governing Law

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

12. Dispute Resolution; Arbitration

All disputes arising out of or in connection with these Terms, including without limitation your access or use of the Site, or to any goods or services 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 THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE SITE OR ANY PRODUCTS 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.

Effective: October 20, 2021