

**CRYPTOFACE.ME**  
**TERMS OF SERVICE**

Updated: September 2022

**CryptoFace NFT Project Overview**

The following terms and conditions constitute a legally binding agreement (together with any terms and conditions incorporated herein by reference, this “Agreement” or the “Terms”) between you (referred to herein as “you”, “your”, or “user”) and, Illuminati Association, its Affiliates, and contractors (collectively, “Illuminati”, “we”, “us”, or “our”) as the sponsor of the CryptoFace.me NFT Project (the “CryptoFace NFT Project” or “Project”), governing your interaction with the CryptoFace NFT Project. The CryptoFace NFT Project consists of the various collection of CryptoFace.me NFTs (each, a “CryptoFace NFT”). By entering into this Agreement, participating in the creation, minting, purchasing, or sale of a CryptoFace NFT (either directly from the Site or on resale), using our Site, and/or otherwise participating in the Project, you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to the terms set forth in this Agreement, you must not use our Site or participate in the Project.

BY ACCESSING OR USING ANY PART OF THE SITE OR ENGAGING WITH THE PROJECT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS, WHICH CONTAIN A TERMS OF SALE AGREEMENT, AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS. PLEASE READ SECTION 14 OF THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT. YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER; AND YOU ARE AGREEING TO WAIVING YOUR RIGHT TO A JURY TRIAL.

**1. The CryptoFace NFT**

- (a) CryptoFace NFTs are derived from the CryptoFace smart contract that we believe was deployed on the Ethereum Blockchain on or about March 14, 2017 (the “O.G. Smart Contract” or “OGSC”), prior to the deployment of the CryptoPunks smart contract. We facilitate a process that provides holders of Certain Truth Assets and Other Eligible Individuals (the “Eligible Minters”) an opportunity to utilize our front-end decentralized application (“DAPP”) to mint a CryptoFace NFT. Eligible Minters that have been granted access to the DAPP and have minted CryptoFace NFTs will be deemed “Initial Minters”. Initial Minters may access the OGSC, cryptographically use their wallet to register a hash on the OGSC (“OGSC Hash”) corresponding to user-created generated facial imagery (“Imagery”), and mint an ERC-721 compliant non-fungible token displaying the Imagery that corresponds to the hash on the OGSC. Each ERC-721 compliant non-fungible token created as a result of this process will be a “CryptoFace NFT” and all of the CryptoFace NFT’s created will comprise the “CryptoFace NFTs”. We intend there to be no more than 10,000 CryptoFace NFTs minted as a result of this process.
- (b) At selected times determined by us, we will provide access to the DAPP verified through the Ethereum Blockchain. We cannot, and expressly do not, guarantee that the DAPP will be available for access at the time you seek to access it. We expressly reserve the right to modify the DAPP in our sole and absolute discretion at any time and from time to time.
- (c) Initial Minters may hold, use, or sell the CryptoFace NFTs that they create using the DAPP (the “Initial Minter NFT(s)”), subject to the terms of this Agreement. Any purchaser of a CryptoFace NFT, whether acquired or purchased from the Initial Minter or a subsequent holder, will be deemed a

“Subsequent Holder”. Initial Minters and Subsequent Holders will have distinct rights under this Agreement as set forth in greater detail below.

- (d) CryptoFace NFTs are meant to be fun pieces of art for you to collect. Utilizing the DAPP to create CryptoFace NFTs is a new and novel approach to NFT creation. We believe the OGSC is a historically significant smart contract, however, there is no guarantee that the historic nature of this project will result in the present CryptoFace NFTs having any value. We make absolutely no promise or guarantee that CryptoFace NFTs will be worth anything more than what you and the market deem the art to be worth. This could very well be zero. You understand that CryptoFace NFTs have no inherent monetary value, and they should be treated as nothing more than a digital collectible. Any future benefits are ancillary and not to be taken into consideration when you create or acquire a CryptoFace NFT. You agree that you are not relying on any future commitments by us and we have not and do not make any promises of future performance.

## 2. Intellectual Property License.

### (a) CryptoFace NFT License.

- i. CryptoFace NFT License. Subject to your continued compliance with these Terms, and subject to any applicable Third-Party or Open-Source Licenses, for as long as you lawfully own a CryptoFace NFT, Illuminati grants you an exclusive, perpetual, irrevocable (except to the extent set forth in Section 2(a)(iii), Section 2(a)(vii), and Section 2(e)) worldwide license to use, distribute, reproduce, display, perform, modify, and create derivative works of the specific Imagery linked to your CryptoFace NFT for personal and commercial uses, with the right to sublicense such rights through multiple tiers of sublicensees subject to the limitations in Sections 2 and 3 of these Terms, with Illuminati being a third party beneficiary to all such sublicenses with the ability to enforce such agreements (together the “CryptoFace NFT License”). This license includes the right to display the Imagery associated with the CryptoFace NFT as a profile picture, display on products or services using the Imagery or CryptoFace NFT Derivative (as defined below), display on sold merchandise, use in your original content, to display in a physical or digital museum, or as part of a Secondary Marketplace. All intellectual property rights not expressly licensed herein are reserved by Illuminati. For the avoidance of doubt, for purposes of this CryptoFace NFT License, the CryptoFace NFT refers to the Imagery embodied in the CryptoFace NFT; however individual components of the CryptoFace NFT (for example but not limited to the 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.
- ii. Modifications and Derivative Works. We understand that you may want to create derivative works of the Imagery associated with your CryptoFace NFT (the “CryptoFace NFT Derivative”) and we allow you to do so under the scope of the license granted above. However, you acknowledge and agree that (a) the subsequent lawful owner of your CryptoFace NFT may create their own derivatives of the Imagery and (b) other owners of their own CryptoFace NFTs and the associated artwork, images, video, content or other works of authorship linked to such CryptoFace NFTs (“Other CryptoFace NFTs”) may also create their own derivatives of the Other CryptoFace NFTs (each of them “Other CryptoFace NFT Derivatives”). These Other CryptoFace NFT Derivatives may be similar or identical to your CryptoFace NFT Derivative. Accordingly, on behalf of yourself and your heirs, successors and assigns, you irrevocably covenant and agree not to assert or bring any suit, claim, demand or challenge against: (a) Illuminati or its past, present and future parents, affiliates or licensees (or any of their associates, partners, members, employees, officers, directors, contractors, agents and equity-holders) in connection with their providing of the DAPP, or the use, distribution, reproduction, display, performance, modification, and creation of derivative works of any CryptoFace NFT prior to the grant of this license or any of their own Other CryptoFace NFT Derivatives; or (b) any other CryptoFace NFT owner or its past, present and future parents, affiliates or licensees (or any of their associates, partners,

members, employees, officers, directors, contractors, agents and equity holders) in connection with the use, distribution, reproduction, display, performance, modification, and creation of derivative works of the Other CryptoFace NFTs or Other CryptoFace NFT Derivatives. The foregoing is the case even if such Other CryptoFace NFT or Other CryptoFace NFT Derivatives are similar to or the same as any CryptoFace NFT Derivative that has been created by you. In the event of a dispute between CryptoFace NFT holders with respect to uses of different CryptoFace NFT Derivatives, the holders may (via mutual assent) voluntarily submit the dispute to the Illuminati Association for dispute resolution (and the Illuminati Association may accept or decline such a role in its sole discretion).

- iii. Transfer and Sublicensing. The licenses granted in these Terms are non-transferrable, except that if you lawfully transfer ownership of your CryptoFace NFT, the licenses granted in Section 2(a)(i) shall terminate upon the effective date of such transfer, and such licenses will be assigned to the Subsequent Holder that is the new owner of the CryptoFace NFT. Upon a transaction between an Initial Minter and Subsequent Holder, the transfer of licenses excludes the transfer of the Initial Minter Royalty rights set forth in Section 3(a). Initial Minter Royalty rights are reserved solely to the Initial Minters and do not transfer to Subsequent Holders. See Section 3(d) for additional information. As a condition to the sale, transfer or similar transactions involving the CryptoFace NFT, the Subsequent Holder agrees upon the acquisition of the CryptoFace NFT that (a) the Subsequent Holder is legally capable of acquiring the CryptoFace NFT and is not a Restricted Party, and (b) the Subsequent Holder accepts these Terms. Further, if you choose to sublicense any of your licensed rights set forth in Section 2(a)(i) above, you are only permitted to do so if any such sublicensees agree (i) that they are not a Restricted Party, (ii) to the restrictions in this Section 2, and (iii) that if your licensed rights in this Section 2 are transferred (such as because you dispose of your CryptoFace NFT), then any such sublicenses you have granted in such licensed rights will automatically terminate.
- iv. Fractionalization. If a CryptoFace NFT is fractionalized into smaller ownership interests (which may be represented by other tokens), the rights licensed hereunder do not transfer to each of the owners of such fractionalized interests in the CryptoFace NFT, but are only granted to the Person who owns all fractionalized interests in a CryptoFace NFT or as may otherwise be agreed by each owner of such fractionalized interests if each of such owners agree that (a) the owner is not a Restricted Party and (b) the owner accepts these Terms. Absent ownership of all fractionalized interests, or agreement between all owners of fractionalized interests, an individual owner of a fractionalized interest shall not be granted any licensing rights under Section 2.
- v. Restrictions. In order to purchase the CryptoFace NFT if you are an individual, you must be 18 years of age or older if the age of lawfully capacity of forming binding contracts is older in the relevant jurisdiction. If you are an entity, the individual agreeing to the Terms must have the legal authority to bind the entity. If (a) you are an individual, you agree on your own behalf and (b) if you are an entity, you agree that neither the entity nor any of your owners or investors or any of their directors, officers, employees, agents or affiliates acting on your behalf: (i) is related in any way to, the governments of, or any persons within, any country or jurisdiction under a U.S. embargo enforced by the Office of Foreign Assets Control ("OFAC"), or any persons who are named on any list of sanctioned individuals or entities; (ii) is (or has ever been) prohibited from the transaction pursuant to U.S. anti-money laundering, anti-terrorist, economic sanctions and asset control laws; and (iii) is resident in a country or jurisdiction under a U.S. embargo enforced by OFAC ("Restricted Parties").
- vi. Blockchain Selection. The Personal Use License and Commercial Use License only apply to the CryptoFace NFT on the blockchain that Illuminati, in its sole discretion, may designate, which designation shall apply retroactively. Thus, for, example, if a fork, merge, or other event purports to result in duplicate CryptoFace NFTs, only the non-fungible token recorded on the blockchain

designated by Illuminati will be eligible to receive the benefit of the Personal Use License or the Commercial Use License, or to receive any Initial Minter Royalty. Any license purportedly granted hereunder to the owner of a non-fungible token recorded on a blockchain not designated by Illuminati is *void ab initio*.

- vii. Marketing and Display Rights. By participating in the CryptoFace NFT Project, you hereby grant to the Project an irrevocable, non-exclusive, royalty-free and fully paid, worldwide license to publicly display and otherwise use and exploit any Imagery you have created or acquired, for promotional or marketing purposes, including for display on the Sites. You hereby irrevocably waive any claims and assertions of moral rights or attribution with respect to the Imagery for this purpose.

(b) Intellectual Property Rights.

- i. By using our Site, participating in the Project, and/or acquiring a CryptoFace NFT, you expressly acknowledge and agree that the DAPP, and all content, photographs, computer code, smart contract code, sound or videos, media, images, formulas, graphics, webinars, presentations, educational materials, products, services and/or other information and materials, and selection and arrangements associated with the Project and/or located on our Site is copyrighted work under the United States and other copyright laws, and is either the property of or licensed by Illuminati, or subject to Third-Party or Open-Source Licenses (the “Content”). All trademarks, service marks, and trade names (collectively, the “Marks”) are trademarks or registered trademarks of and are proprietary to Illuminati or other respective owners that have granted Illuminati the right to use such Marks. We reserve all rights that are not specifically granted to users.
- ii. You specifically agree and acknowledge that Illuminati does not own the OGSC and that the use of the OGSC and DAPP may be subject to Third-Party or Open-Source Licenses. You further agree and acknowledge that Third-Party or Open-Source Materials may be incorporated into the DAPP, and that any Imagery or CryptoFace NFTs created using the DAPP may be subject to Third-Party or Open-Source-Licenses.

(c) License to the DAPP

- i. License. Subject to meeting eligibility requirements set forth in Section 2(b), your continued compliance with these Terms, and subject to any applicable Third-Party or Open-Source Licenses, we grant you a limited, non-exclusive, non-sublicensable, non-transferrable, non-assignable, revocable license to use the DAPP solely to:
  - i. Access and use the DAPP as intended;
  - ii. Create, access, and use the Imagery to mint a CryptoFace NFT; and,
  - iii. Perform other related activities necessary to the functionality of the CryptoFace NFT.
- ii. Ownership. As between you and us, and subject to applicable Third-Party or Open-Source Licenses, we and our Affiliates own all rights, title, and interest in and to the DAPP and all associated elements, components, and executables. You have no right to distribute or allow access to the stand-alone APIs. Except as expressly provided in these Terms, neither party grants, nor shall the other party acquire, any right, title or interest (including any implied license) in or to any property of the first party or its Affiliates under these Terms. All rights not expressly granted in these Terms are withheld.

(d) Third-Party or Open-Source Licenses.

- i. You understand and agree that the DAPP, Imagery, and CryptoFace NFTs (the “Licensed Materials”) may contain, or be created with, computer software and intellectual property

belonging to third parties or open-source materials (“Third-Party or Open-Source Materials”), and that the use of such Third-Party or Open-Source Materials may be subject to Third-Party or Open-Source licenses (“Third-Party or Open-Source License(s)”).

- ii. We are only able to grant you rights in the Licensed Materials to the extent we possess such rights. Given the unique nature of utilizing the OGSC in combination with the DAPP, these rights may be limited. You expressly understand and agree that your access to and use of the Licensed Materials 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 Licensed Materials including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, correctness, accuracy, or reliability. We cannot guarantee your access to or use of the Licensed Materials will meet your requirements.
  - iii. You understand and agree that it is your sole obligation and responsibility, and in no event Illuminati’s obligation or responsibility, to determine what, if any, Third-Party or Open-Source Licenses you must obtain in connection with such Third-Party or Open-Source Materials in the event you desire to distribute commercial products that incorporate or are based upon such Third-Party or Open-Source Materials. You agree to indemnify, defend and hold Illuminati, and Illuminati’s associates, DAO contributors, participants owners, members, officers, directors, employees, subsidiaries, and affiliates completely harmless from any and all liability, including but not limited to attorneys’ fees and experts’ fees, associated in any manner with your failure to obtain or properly maintain any such required Third-Party or Open-Source Licenses.
- (e) Termination. The license(s) granted to you hereunder shall automatically terminate and all rights shall return to Illuminati if: (i) at any time you sell, trade, donate, give away, transfer, burn, or otherwise dispose of your CryptoFace NFT for any reason; (ii) you breach any of the terms of this Agreement; (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 Materials; (v) you initiate any legal actions against Illuminati and/or its associates, officers, directors, affiliates, agents, attorneys and employees. Notwithstanding the foregoing, Initial Minter’s rights to receive Initial Minter Royalties shall not be terminated by Initial Minter’s disposition of an Initial Minter NFT (but for purposes of clarity, the right to receive Initial Minter Royalties may otherwise be terminated by operation of this paragraph).
- (f) Illuminati IP. Other than the rights to the Licensed Materials, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to Illuminati including, without limitation, the Illuminati names and marks, and the associated logos. All of these rights are expressly reserved in the name of Illuminati. Nothing herein shall restrict our right to use, copy, and display any Imagery or CryptoFace NFT for our own uses. If you wish to discuss with us a license for use of the Licensed Materials, you may contact us at [daocouncil@illuminatiassociation.com](mailto:daocouncil@illuminatiassociation.com) or make a proposal to Illuminati.

### **3. Royalty for Initial Minters.**

- (a) Initial Minter Royalty. Subject to continued compliance with these Terms, and subject to any applicable Secondary Marketplace terms, in consideration for the artistic selection and creation of the specific Imagery created by each Initial Minter during the minting process, each Initial Minter will be entitled to 40% of all future Transaction Fees associated with the Imagery and related OGSC Hash generated by the Initial Minter corresponding to the Initial Minter NFT (the “Initial Minter Royalty”).

- (b) Transaction Fees. Sales of CryptoFace NFTs via a Secondary Marketplace shall be subject to a transaction fee determined by us, in our sole discretion (a “Transaction Fee”) which Transaction Fee may be automatically deducted from the sale proceeds received for a CryptoFace NFT. All Transaction Fees are applied to the final sale price of the CryptoFace NFT and are collected and distributed at the time of sale through smart contracts on the Ethereum Blockchain.
- (c) No Guarantee of Payment of Initial Minter Royalty. While Illuminati will attempt to support payments of the Initial Minter Royalty to each Initial Minter for as long as feasible, there is no guarantee that the Initial Minter Royalty will ever be paid, or that it will be paid or support for a certain period of time. The Initial Minter Royalty may never be paid or cease to be paid for any number of reasons, including: technical malfunctions, lack of economic viability, loss of access to private keys, or obsolescence. Additionally, there is no guarantee that Transaction Fees will be processed by a Secondary Marketplace as individuals may circumvent the process via direct transactions (and thus the Initial Minter Royalty may not include resale royalties for any particular transaction involving an individual CryptoFace NFT). Additionally, not all Secondary Marketplaces support the processing and retention of Transaction Fees. The Initial Minter Royalty will be collected and dispersed on an “as is” and “as available” basis by a method and at a time when such collection and/or disbursement is technologically feasible or convenient for Illuminati. Receipt of the Initial Minter Royalty may require further action or agreement by Initial Minters.
- (d) Subsequent Holders. Subsequent Holders will not be entitled to any royalty (including the Initial Minter Royalty) after acquiring a CryptoFace NFT and any purchase or sale of CryptoFace NFTs may be subject to Transaction Fees.

#### **4. Your Interaction with the DAPP and our Site**

- (e) Smart contracts are used to allow you to buy, claim, create, sell, send, and receive CryptoFace NFTs. You acknowledge and agree that certain information, including your cryptocurrency wallet address and the transactions you conduct through that cryptocurrency wallet address, may be publicly available and viewable on the Ethereum Blockchain. Specifically, if you are an Initial Minter, you acknowledge that your wallet address will be recorded as a hash on the OGSC, which will forever be associated with your wallet address.
- (f) CryptoFace NFTs are minted directly into the cryptocurrency wallet you have connected to our Site or through which you access the DAPP or acquire your CryptoFace NFT. We never hold custody nor take ownership or possession of your CryptoFace NFT. You acknowledge and agree that if you decide to purchase a CryptoFace NFT outside of our Site, including on any Secondary Marketplaces, any such purchase or acquisition will be entirely at your sole risk.
- (g) You are responsible for ensuring your cryptocurrency wallet address has a sufficient amount of the ETH to cover your interaction with the DAPP or any subsequent transactions, as well as any Gas Fees.
- (h) You are permitted to sell, trade, or distribute your CryptoFace NFT on any smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, trade, list for auction and bid on NFTs (“Secondary Marketplaces”). Note that CryptoFace NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace.
- (i) This Agreement only relates to your use of the Site and does not relate to any other website or Internet-based services, including, but not limited to, Secondary Marketplaces or other websites or browser extensions to which the Site may link, or the OGSC if accessed by means outside of the Site. (collectively, “Third-Party Sites”). References or links to any Third-Party Site are provided for your convenience and information only, for example, to make it convenient for you to trade your

CryptoFace NFT. Such links should not be interpreted as endorsements by us on any Third-Party Site. When you click such link, we may not warn you that you have left our Site and are subject to the terms and conditions and privacy policies of a Third-Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials, or terms of service and privacy policies (or lack thereof) on Third-Party Sites.

- (j) You acknowledge and agree that we are not a party to any agreement or transaction where you trade on any Secondary Marketplace a CryptoFace NFT which was initially created via our Site, whether or not a commission or fee is received by us as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.
- (k) We may provide experiences on Social Media Platforms that enable online sharing and collaboration among users who have registered to use them. Any content you post is subject to the terms of use and privacy policies of those platforms and related services. We have no control over such Social Media Platforms or related services.
- (l) You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other Governmental Authority associated with your use of our Site (collectively, the “Taxes”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including, without limitation, Gas Fees) made to us pursuant to this Agreement.
- (m) You may choose to submit comments, bug reports, ideas or other feedback about the Site or the CryptoFace NFT Project, including, without limitation, about how to improve the Site (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without additional compensation to you and you hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the Feedback for any purpose. You shall not, under any circumstances or for any reason, modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the Licensed Materials or Content in whole or in part, without our express prior written consent, which consent may be granted, withheld, conditioned and/or delayed in our sole and absolute discretion. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of Illuminati, as well as other authors who created the materials, and may be subject to monetary damages and penalties.
- (n) You agree not to circumvent, disable or otherwise interfere with security-related features of the Site that prevent or restrict use or copying of any Content or enforce limitations on use of the Content. By accessing our Site, you agree not to use any data mining, robots, scraping or similar data gathering or extraction methods.

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

- (a) You have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of any transactions that you engage in on the Site. Further, you acknowledge that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms

and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets and cryptocurrencies to understand this Agreement and to understand the risks and implications of acquiring and holding a CryptoFace NFT.

- (b) You have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under Applicable Law of acquiring an NFT, and assume all financial risks associated with acquiring NFTs and/or otherwise engaging in transactions on the Ethereum Blockchain. You know, understand and accept the risks associated with your Ethereum Address, the Ethereum Blockchain, ETH and NFTs.
- (c) BY ACCESSING THE SITE, YOU EXPRESSLY REPRESENT AND WARRANT THAT YOU (i) HAVE READ AND UNDERSTAND THIS AGREEMENT, (ii) ARE AT LEAST 18 YEARS OF AGE AND OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND (iii) THAT YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

6. **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 acting on your behalf to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person; (iv) upload, post, transmit or otherwise make available through the Site 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 the Site; (x) use any technology to collect information about the Site 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; (xii) use any Content in movies, videos or other forms of media, except to the limited extent that such use is expressly permitted by this Agreement or solely for your own personal, non-commercial use; (xiii) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of any Content; (xiv) attempt to trademark, copyright or otherwise acquire any intellectual property rights in or to any Content; and/or (xv) otherwise utilize any Content for your or any Third-Party's commercial benefit. If you engage in any of the activities prohibited by this section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account.

7. **Disclaimers and Limitation of Liability.**

- (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE, AND PARTICIPATION IN THE PROJECT IS AT YOUR SOLE RISK, AND THAT THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE, DISCORD AND/OR THE PROJECT AS A WHOLE, AND ANY PART OF EACH (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND



LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (i) YOUR ACCESS TO OR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, (ii) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (iii) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (iv) THE SITE OR ANY CONTENT OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE AND/OR THE DISCORD ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE AND/OR DISCORD WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

- (b) YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFUL MISCONDUCT.
- (c) WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM NETWORK NOR DO WE HAVE ANY CONTROL OVER, AND MAKE NO GUARANTEES REGARDING, ANY SMART CONTRACTS, INCLUDING, WITHOUT LIMITATION, THE FUNCTIONALITY OF OUR SMART CONTRACT.
- (d) YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
- (e) YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (a) THE AMOUNTS YOU ACTUALLY PAID US UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (b) \$500.
- (f) YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SITE AND DISCORD AVAILABLE TO YOU AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON YOUR REPRESENTATIONS AND WARRANTIES, THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE SITE AND DISCORD TO YOU WITHOUT THESE LIMITATIONS. WE WILL NOT BE RESPONSIBLE FOR THE LOSS OF ANY CRYPTOCURRENCY OR NFTS IN THE EVENT OUR SITE, DISCORD, OR ANY MESSAGING OR SOCIAL MEDIA PLATFORM UTILIZED BY ILLUMINATI IS COMPROMISED. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR TAKING DILIGENT STEPS TO INDEPENDENTLY VERIFY THE LEGITIMACY OF HYPERLINKS OR OTHER COMMUNICATIONS BEFORE CLICKING OR LINKING YOUR CRYPTOCURRENCY WALLET.
- (g) WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY FOR ERRORS OR FAILURES TO EXECUTE ANY ACQUISITION OR PURCHASE OF YOUR CRYPTOFACE NFT, INCLUDING, WITHOUT LIMITATION, ERRORS OR FAILURES CAUSED BY: (i) YOUR FAILURE TO FOLLOW OUR INSTRUCTIONS; (ii) ANY LOSS OF CONNECTION TO OUR SITE UNLESS CAUSED BY OUR GROSS NEGLIGENCE; (iii) A FAILURE OF ANY SOFTWARE OR

DEVICE USED BY YOU TO ACQUIRE OR PURCHASE YOUR CRYPTOFACE NFT; OR (IV) FOR ANY OTHER FAILURE TO EXECUTE YOUR CRYPTOFACE NFT ACQUISITION OR PURCHASE OR FOR ERRORS OR OMISSIONS IN CONNECTION WITH THIS ACTIVITY UNLESS CAUSED BY OUR GROSS NEGLIGENCE. ILLUMINATI MAKES NO REPRESENTATION THAT CRYPTOFACE NFTS ARE LEGAL OR APPROPRIATE FOR USE OUTSIDE OF THE UNITED STATES OR THAT CRYPTOFACE NFTS OR MAY BE EXPORTED FROM THE UNITED STATES OR FOR IMPORT INTO ANY FOREIGN COUNTRY. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL IMPORT AND EXPORT LAWS AND REGULATIONS AND ALL APPLICABLE LAWS OF ANY JURISDICTION INSIDE AND OUTSIDE OF THE UNITED STATES FROM WHICH YOU MAY ACCESS THE SITE.

- (h) THE SITE HAS BEEN COMPILED IN GOOD FAITH BY ILLUMINATI. HOWEVER, NO REPRESENTATION IS MADE AS TO THE COMPLETENESS OR ACCURACY OF THE INFORMATION IT CONTAINS. IN PARTICULAR, YOU SHOULD BE AWARE THAT THIS INFORMATION MAY BE INCOMPLETE, MAY CONTAIN ERRORS OR MAY HAVE BECOME OUT OF DATE.
- (i) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND ILLUMINATI.

## **8. Assumption of Risk.**

- (a) Please be aware that prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs and/or cryptocurrencies may impact the price of your NFT. NFTs have no extrinsic value and should NOT be considered an investment. Ethereum-based NFTs may become worthless or obsolete. We cannot guarantee that any Initial Minters or Subsequent Holders of CryptoFace NFTs will retain their original value, as their value is inherently subjective and factors occurring outside of the Site may materially impact the value and desirability of any particular NFT.
- (b) By creating, acquiring, purchasing, holding or using a CryptoFace NFT, you expressly acknowledge and assume all risks associated therewith including, but not limited to: (i) forgotten passwords; (ii) inability to access or use your digital wallet for any reason; (iii) mistyped addresses or improperly constructed instructions when transmitting or receiving CryptoFace NFTs or any cryptocurrency; (iv) errors in the smart contract that mints CryptoFace NFTs; (v) errors in the CryptoFace NFTs; (vi) errors in our Site; (vii) inability to access or transfer a CryptoFace NFT; (viii) inability to use, access, copy, or display any Content; (ix) blockchain malfunctions or other technical errors; (x) server failure or data loss; (xi) telecommunications failures; (xii) unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies in general); (xiii) taxation of NFTs or cryptocurrencies; (xiv) uninsured losses; (xv) unanticipated risks; (xvi) volatility risks in the value of CryptoFace NFTs and cryptocurrencies; (xvii) cybersecurity attacks; (xviii) weaknesses in our security; (xix) personal information disclosure; (xx) unauthorized access to applications; and/or (xxi) unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; and the use of phishing, sybil attacks, 51% attacks, bruteforcing, changes to the protocol rules of the Ethereum Blockchain (i.e., "forks"), or other means of attack that affect, in any way, the NFTs or the Content.
- (c) Any payments made to us via the Site will be effectuated through the Ethereum Blockchain. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions on the Ethereum Blockchain. We do not provide refunds for any charges associated with the DAPP or CryptoFace NFTs. This no-refund policy shall apply at all times regardless of your decision to terminate usage of the DAPP or any CryptoFace NFT, any disruption to the operations of any components of the NFT, or any other reason whatsoever. You expressly

release us, and any of our Affiliates, from any and all liability or responsibility for any acquisitions or purchases made by you, or by someone acting on your behalf.

- (d) Nothing on this Site, and nothing pertaining to your participation in the Project, is intended to be an offering of securities in any jurisdiction nor does it constitute an offer to purchase shares, securities, or other financial products. It remains your sole responsibility to assure that the use of the DAPP or purchase of a CryptoFace NFT is in compliance with laws and regulations in your jurisdiction.
- (e) You assume all risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.
- (f) NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value of your CryptoFace NFT. You understand and accept all risk in that regard, and further understand that we bear no responsibility to notify you of any changes with respect to the regulatory landscape of NFTs, cryptocurrencies and/or blockchain technology.
- (g) Illuminati is not responsible for any transaction between you and a Third-Party (including, but not limited to, Third-Party Site or Secondary Marketplaces) and shall have no liability in connection with any such transaction.
- (h) You assume all risk for any disruptions or other issues that may occur on the Ethereum Blockchain and/or impacts Ethereum or NFT functionality.
- (i) Illuminati cannot and does not represent or warrant that any CryptoFace NFT, or its supporting systems or technology, is reliable, current, or error-free, meets your requirements, or that defects in the CryptoFace NFT, or its supporting systems or technology, will be corrected.
- (j) We are not responsible if your CryptoFace NFT or content becomes inaccessible to you for any reason, or for any modifications or changes to your CryptoFace NFT or any Content including any deletion, removal, or inaccessibility on our Site or otherwise.
- (k) In addition to assuming all the above risks, you acknowledge that you have obtained sufficient information to make an informed decision to license the CryptoFace 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.

## **9. Indemnification and Release.**

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

- (b) To the maximum extent permitted by Applicable Law, you hereby irrevocably and unconditionally release and waive all claims against any Illuminati Indemnified Parties from any and all Liabilities of every kind and nature, arising out of or in any way connected with your use of the Site or purchase of a CryptoFace NFT. To the extent that you do have any claims against Illuminati, you agree that: (i) any and all disputes, claims and causes of action against Illuminati arising out of or connected with your use of the Site and/or the Discord shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual and documented damages and out-of-pocket costs incurred, but shall in no event include attorneys' fees or litigation costs (e.g., court filing fees and related costs).
10. **Termination.** We reserve the right, in our sole and absolute discretion, to refuse, suspend, restrict or terminate your access to the Site, or any portion thereof, without notice to you and for any reason or no reason. You acknowledge that we have the right, but not the obligation, exercisable in our sole and absolute discretion, to suspend or terminate your access to all or part of the Site: (i) at the request of law enforcement or other government agencies; (ii) if the Site is discontinued or materially modified; (iii) upon the occurrence of any technical or security issues or problems; (iv) if you engage in any conduct that we believe, in our sole and absolute discretion, violates any provision of this Agreement or other incorporated agreements or guidelines or violates the rights of Illuminati or third parties; or (v) upon any breach by you of this Agreement. The exercise of our right to restrict or terminate your access to the Site and/or the Discord, whether or not ultimately determined to be justified, will not, under any circumstances, constitute our breach under this Agreement. Neither the exercise or nor the failure to exercise such right to restrict or terminate your access to the Site and/or our Discord will constitute an election of remedies or limit us in any manner in the enforcement of any other remedies available to us.
11. **Modifications.** We reserve the right to make changes to the Terms, at any time and from time to time, at our sole and absolute discretion. If any changes are made to this Agreement, we will provide notice of such changes by sending you an e-mail, providing a notice on our Site, or updating the date at top of this Agreement. Any changes made to this Agreement will go into effect on the date they are made, and your continued access to the Site, or use after the Terms have been updated with constitute your binding acceptance of these updates. If you do not agree to the revised Terms, you may not access or use our Site and/or our Discord.
12. **Entire Agreement, Severability, and Enforceability.** 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. These Terms constitutes the entire and exclusive understanding and agreement between Illuminati and you regarding the Project and supersedes and replaces any and all prior oral or written understandings or agreements. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
13. **Governing Law.** This Agreement and all matters related to it and/or any CryptoFace NFT shall be governed by, construed, and enforced in accordance with the laws of the State of New York, as they are applied to agreements entered and to be performed entirely within New York and without regard to conflict of law principles, except to the extent that law is inconsistent with or preempted by federal law.
14. **Dispute Resolution; Arbitration.** Please read the arbitration agreement in this Section ("Arbitration Agreement") carefully. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.
- (a) Applicability of Arbitration Agreement. You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Site, to any products sold or distributed through the Site, or

to any aspect of your relationship with Illuminati, will be resolved by binding arbitration, rather than in court, except that Illuminati 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). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

- (b) Arbitrations Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to us at [daocouncil@illuminatiassociation.com](mailto:daocouncil@illuminatiassociation.com). The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- (c) 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 assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us. 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 this Agreement (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.
- (d) Waiver of Jury Trial. YOU AND ILLUMINATI 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 we are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as set forth above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- (e) Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE 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 of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of New York. All other disputes, claims, or requests for relief shall be arbitrated.

- (f) 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to [daocouncil@illuminatiassociation.com](mailto:daocouncil@illuminatiassociation.com) within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
  - (g) Severability. Except as provided in above, 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.
  - (h) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with us.
  - (i) Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing us at [daocouncil@illuminatiassociation.com](mailto:daocouncil@illuminatiassociation.com) and expressly opting out of this Arbitration Agreement.
15. **Limitation on Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
16. **Geographic Restrictions.** The owner of the Site is based in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
17. **Copyright Infringement.** If you believe that any activities contemplated herein or user contributions violate your intellectual property rights, please submit a notification to [daocouncil@illuminatiassociation.com](mailto:daocouncil@illuminatiassociation.com) for instructions on sending us a notice of copyright infringement. It is the policy of Illuminati to terminate the user accounts of repeat infringers.
18. **Definitions.**
- (a) “Affiliate” means, with respect to any specified Person (as defined below), any other Person who, directly or indirectly, controls, is controlled by, or is Under Common Control With such Person, including without limitation any related company, parent company, general partner, managing member, principal, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.
  - (b) “Applicable Law” means any domestic or foreign law, rule, statute, regulation, by-law, order, protocol, code, decree, or other directive, requirement or guideline, published or in force which applies to, or is otherwise intended to govern or regulate, any Person, property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental Authority (as defined below) having jurisdiction over the CryptoFace NFT Project, you, or as otherwise duly enacted, enforceable by law, the common law or equity.

- (c) "Certain Truth Assets" means the IlluminatiNFTs and The 187 NFTs.
- (d) "ETH" means the Ethereum Blockchain utility token that may be used to purchase computational resources to run decentralized applications or perform actions on the Ethereum Blockchain.
- (e) "Ethereum Address" means the unique public key digital asset identifier that points to an Ethereum-compatible wallet to which ETH may be sent or stored.
- (f) "Ethereum Blockchain" means the underlying blockchain infrastructure.
- (g) "Governmental Authority" includes any domestic or foreign federal, provincial or state, municipal, local or other governmental, regulatory, judicial or administrative authority.
- (h) "NFT" means any blockchain-tracked, non-fungible token.
- (i) "Other Eligible Individuals" means individuals selected by Illuminati and as determined in the sole judgement of Illuminati.
- (j) "Person" means an individual, a partnership, a joint venture, a limited liability company or partnership, a corporation, a trust, an unincorporated organization or a government or any department or any agency or political subdivision thereof.
- (k) "Privacy Policy" means our privacy policy located at <https://cryptoface.me/privacy>.
- (l) "Project" refers to, in the aggregate, the CryptoFace NFTs, our Site (as defined below), and any related social media accounts, and any features, functions, services, products, rewards, offers, content, materials or information available on or through our Site.
- (m) "Site" means the website located at [insert], including the DAPP, as well as any affiliated Discord Server, and Social Media Platforms.
- (n) "Social Media Platform(s)" means any platform that we use that allows us or you to create and share content and/or communicate with other users and holders.
- (o) "Under Common Control With" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract, or otherwise.