



SadGirlsBar Terms of Use

LAST UPDATED 7 January 2022

Please read carefully these Terms and Use (“Terms”, “Terms of Use”) before using website <https://sadgirlsbar.io/> (“Website”) made available through SadGirlsBar LLC, or its subsidiaries and affiliates (“Company”, “we”, or “us”), as they affect your obligations and legal rights, including but not limited to waivers of rights and limitation of liability. The company maintains the Website and provides any services through it on a legitimate basis.

SadGirlsBar is a collection of digital artworks (NFTs) running on the Ethereum network. This website is only an interface allowing participants to purchase digital collectibles. Users are entirely responsible for the safety and management of their own private Ethereum wallets and validating all transactions and contracts generated by this Website before approval. Furthermore, as the SadGirlsBar smart contract runs on the Ethereum network, there is no ability to undo, reverse, or restore any transactions.

PROJECT OWNERSHIP

The SadGirlsBar (SGB) project is fully owned by the creative team (“Creative Team”). All rights that are not specifically granted to the users, holders, and owners of SadGirlsBar NFTs (“Holders”, “Users”, “You”) are reserved by the Creative Team, including but not limited to the intellectual property and merchandising rights surrounding the “SadGirlsBar” and “SGB” names, which include logos, trademarks, creative branding, the smart contract code, art, and generative traits, design collateral, game development, and any representation of project funds or the community wallet. The above list is not exhaustive and will also encompass any other de facto rights of creative ownership.

OWNERSHIP AND COMMERCIAL RIGHTS

SadGirlsBar NFTs consists of 10 000 individual ERC-721 tokens (individually “SadGirlsBar”, collectively “SadGirlsBar” or “NFTs”) which include unique generative artwork hosted on InterPlanetary File System (“IPFS”). By minting a SadGirlsBar NFT from our smart contract, purchasing it off the secondary market (e.g. OpenSea), or otherwise acquiring the SadGirlsBar through any other legitimate means or method, the Holder receives full and complete ownership to the NFT and the corresponding unique artwork. The license the Holder is receiving is solely for the licensed NFT SadGirlsBar which includes the right to use the licensed NFT SadGirlsBar and the right to reproduce the licensed NFT SadGirlsBar on tribute or derivative art, merchandise, or sharing these rights with third party projects. The Holder agrees not to use, utilize, portray, advertise, distribute or otherwise market any SadGirlsBar in any project or derivative work that involves hate speech, racism, pornography, or any other illegal or unlawful content. Upon sale or transfer of

the NFT, any ownership or commercial rights are immediately transferred to the new Holder. No refunds shall be issued to any Holder upon a full and complete lawful purchase of any NFT or SadGirlsBar. In the event that any Holder purchases a SadGirlsBar through the secondary market, such as OpenSea, Holder shall be held accountable and will be bound by the Terms of Service which govern said secondary market platform.

ART AND CREATIVE DESIGN

All art and creative design are exclusively owned by the SadGirlsBar Creative Team, with the exception of SadGirlsBar artwork corresponding to individual NFTs which are owned by the Holder. SadGirlsBar may bear elements of transformative fanart or caricatures which are rendered in good faith to add humor and satire to the project. Any Holder of a SadGirlsBar bearing these elements has an individual responsibility to determine the appropriateness of subsequent usage.

TERMINATION

License applies only to the extent that the Holder continues to own the applicable purchased SadGirlsBar NFT. If at any time the Holder sells, trades, donates, gives away, transfers, or otherwise disposes of the purchased NFT (and related art) for any reason, the license shall immediately expire without the requirement of notice and be transferred along with the purchased NFT to its new owner.

The Holder acknowledges that, by disposing of the art for its purchased NFT, it no longer qualifies as the owner of the art and thus no longer benefits from the rights granted by this license. Any use of the SadGirlsBar NFT including art after its disposal shall be considered as an infringing act.

ACCEPTABLE USE

Unless otherwise stated, the Company and/or its licensors own the intellectual property rights in the Website and material on the Website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

You must not:

- A. republish material from this Website (including republication on another website);
- B. sell, rent or sub-license material from the Website
- C. show any material from the Website in public;
- D. reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose;
- E. redistribute material or any part material from this Website except for content specifically and expressly made available for redistribution. Non-commercial republication is allowed only with the reference to the original address of the Website.

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without the Company's express written consent.

You must not use this Website for any purposes related to marketing without the Company's express written consent.

THESE TERMS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU, ON THE ONE PART, AND THE COMPANY, ON THE OTHER PART (COLLECTIVELY, "PARTIES").

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS WEBSITE AND/OR THE SERVICES OR ANY INFORMATION CONTAINED ON THE WEBSITE. YOUR USE OF THIS WEBSITE AND/OR THE SERVICES ON THIS WEBSITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW. YOU AGREE THAT THE COMPANY MAY MAKE CHANGES TO THE SERVICES OFFERED ON THIS WEBSITE, AT ANY TIME IN ITS SOLE DISCRETION WITHOUT ANY NOTICE, AND CAN REVISE THESE TERMS AT ANY TIME. WE WILL NOTIFY YOU OF SUCH REVISIONS BY POSTING AN UPDATED VERSION OF THESE TERMS ON THE WEBSITE AND/OR DISCLOSE NEW TERMS ELSEWHERE ON THE WEBSITE. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS. YOUR CONTINUED USE OF THE WEBSITE AND/OR THE SERVICES ON THE WEBSITE SHALL CONSTITUTE YOUR CONSENT TO SUCH CHANGES.

LIMITATIONS OF LIABILITY FOR GAS, FAILED TRANSACTIONS, SMART CONTRACT BUGS

Participants in minting SadGirlsBar NFTs agree to hold the project Creative Team harmless for any losses incurred as a consequence of minting an NFT. These potential losses include any gas fees for failed transactions, any excessive gas fees charged due to website or smart contract bugs, and any loss of any NFT due to website or smart contract bugs.

NO GUARANTEES OF VALUE

SadGirlsBar NFTs were created purely as collectibles, not as investment vehicles or substitutes for cryptocurrency. We make absolutely no promise or guarantee that these NFTs will subsequently retain monetary value in fiat, cash or cryptocurrency.

CHILDREN

You must be at least 18 years of age or equivalent minimum age in the relevant jurisdiction to use this Website and (or) participate in the SadGirlsBar project. You must have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party.

PRIVACY POLICY

SadGirlsBar will not collect any cookies, IP addresses, or user data in connection with your use of the website and app, with the exception of cookies related to browsing behavior for the Google analytics SEO which helps us enhance your experience with our site and relay visitor traffic statistics to the Google search engine. All project participants understand that the Ethereum blockchain network is a public blockchain, and all transaction history initiated through the website will be made public. SadGirlsBar has no influence on secondary marketplaces, such as OpenSea which have independent terms of service agreed to by you, should you choose to utilize these sites. You also understand that SadGirlsBar may work with third-party apps, such as Discord or Collab.Land, which collect and store user data. Should SadGirlsBar be required to collect or store data for future activities such as merchandise launches or transfer of any benefits such as airdrops, you will be required to agree to the collection of this data. This provision may be subject to change, when deemed fit by the SadGirlsBar Creative Team upon due notification to the end user.

NO WARRANTIES

THE COMPANY DOES NOT PROMISE THAT THE WEBSITE OR ANY CONTENT, SERVICE, OR FEATURE OF THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE WEBSITE WILL PROVIDE SPECIFIC RESULTS. THE WEBSITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE WEBSITE IS SUBJECT TO CHANGE AT THE COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE. THE COMPANY CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE WEBSITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE WEBSITE AND/OR ANY COMPANY'S SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE WEBSITE AND ANY LINKED WEBSITES. YOUR SOLE REMEDY AGAINST THE COMPANY FOR DISSATISFACTION WITH THE WEBSITE OR ANY CONTENT IS TO STOP USING THE WEBSITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE AGREEMENTS BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability, or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of, or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

The Company reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason;

(2) to modify or change the Website, or any portion of the Website, and any applicable policies or terms; and (3) to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

LIMITATIONS OF LIABILITY

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. 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. 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.

INDEMNITY

You hereby indemnify the Company and undertake to keep the Company indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Company to a third party in settlement of a claim or dispute on the advice of the Company's legal advisers) incurred or suffered by the Company arising out of any breach by you of any provision of these Terms, or arising out of any claim that you have breached any provision of these Terms.

RISKS

You accept and acknowledge each of the following:

- A. To the extent that you sell your SadGirlsBar NFTs, please be aware that the prices of NFTs are extremely volatile and fluctuate in the prices of other NFTs and impact the price of your SadGirlsBar both positively and negatively. Given the volatility, NFTs such as SadGirlsBar should not be considered an investment. You assume all risks in that connection.
- B. Ownership of a SadGirlsBar confers ownership of digital artwork only. Accordingly, no information on this Website (or any other documents mentioned therein) is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this Website qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. Due to the artistic nature of the project, the Company has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of the SadGirlsBar 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
- D. software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.
- E. 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 SadGirlsBar. You understand and accept all risk in that regard.
- F. You assume all responsibility for any adverse effects of disruptions or other issues impacting Ethereum or the Ethereum platform

APPLICABLE LAW AND DISPUTES RESOLUTION

These Terms will be governed by and construed in accordance with the right and good.

Parties shall cooperate in good faith to resolve any dispute by way of negotiations. If the Parties are unable to resolve a dispute within ninety (90) days of the initial notice of such dispute and invitation to negotiate sent by one Party and being received by another Party, such dispute shall be finally resolved by binding arbitration as defined below.

Any dispute relating to these Terms not resolved within ninety (90) days shall be referred to and finally resolved by the American Arbitration Association (“AAA”) in accordance with its rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the Parties. The number of arbitrators shall be three. One arbitrator shall be selected by the Company, one arbitrator shall be selected by the Website user, and the presiding arbitrator shall be nominated by arbitrators selected by the Parties. The seat of arbitration shall be New York, New York. The language to be used in the arbitral proceedings shall be English. The arbitration award shall be final and binding on the Parties.

Any dispute is personal to the Parties and will not be brought as a class arbitration, class action, or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual will attempt to resolve a dispute as a representative of another individual or group of individuals. Further, a dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

