

## TRINITY ENTERTAINMENT

Customer Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of NFT purchased: \_\_\_\_\_

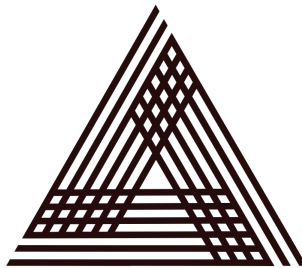
### Data Protection Clause:

1. The seller (Trinity Entertainment Media Ltd) acknowledges and respects the importance of protecting the privacy and personal information of its clients. By providing your personal information through this form, you agree to the collection, storage, and processing of your data for the purposes outlined herein.
2. The seller confirms that it will handle all personal information provided by clients in compliance with the Data Protection Act 2018, the General Data Protection Regulation (GDPR), and any other applicable data protection laws in the United Kingdom.
3. The seller shall only use the personal information provided by clients for the purpose of facilitating the NFT sale and related services. This may include, but is not limited to, verifying client identities, communicating transaction details, and facilitating payment processing.
4. The seller agrees not to disclose, share, sell, or transfer any personal information provided by clients to any third party unless required by law or with the explicit consent of the client. The seller shall ensure that appropriate technical and organisational measures are in place to safeguard client information from unauthorised access, loss, alteration, or destruction.
5. The seller will retain client personal information to fulfil the purposes for which it was collected, or as required by law. Upon the conclusion of the NFT sale and the fulfilment of all related services, the seller will securely keep any personal information collected as a legal record of the sale. This will be stored in an encrypted folder.
6. By providing personal information through this form, clients acknowledge that the transmission of data over the internet carries inherent risks, and the seller cannot guarantee the absolute security of such transmissions. However, the seller will make reasonable efforts to protect client information to the best of its abilities.
7. By submitting this form, clients acknowledge that they have read, understood, and agreed to the terms of this data protection clause.

Please initial here if you are happy to be contacted for future events and product launches by TEM Ltd: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



## TRINITY ENTERTAINMENT

### Terms and Conditions of sale of NON-FUNGIBLE TOKENS (NFTS)

Please read the terms and conditions set out in this document (NFT Terms), which apply to you and any subsequent person to whom you sell the NFT(s) you purchased from us in the first instance.

#### 1. PURCHASE PRICE

The term "Purchase Price" will include the sale price, network fees associated with transferring the NFT to the buyer's digital wallet, VAT and any related utilities tied to the specific NFT.

Each sale of the NFT will clearly state the associated utilities and the specific utility as it relates to the first time purchase of the NFT and the transferability of any utility to a future sale.

We may also request a financial deposit at the point of sale to secure the item. All deposits are credited towards the final sale price and are non-refundable.

#### 2. BUYER'S REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- a. You have provided us with true and correct information of copies of valid identification and proof of residence.
- b. Neither you, your principal nor any individual or entity with controlling, beneficial or ownership interest in the purchase transaction are:
  - (i) involved in (directly or indirectly) any activities which are, or may result in, a breach of any rights of any third party, including their intellectual property rights of any third party for e.g their copyrights, patents or trade marks.
  - (ii) Department of Treasury, the United Nations Security Council, the European Union or any EU member state, the United Kingdom, or other relevant sanctions authority in any jurisdiction to which you are subject ("Sanctions"), or
  - (iii) located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation the Crimean region of the Ukraine, Cuba, Iran, North Korea, Sudan and Syria (each country or territory so subject, a "Sanctioned Jurisdiction");
  - (iv) concerning or relating to bribery or corruption; (i) that limit the use of and/or seek the forfeiture of proceeds from illegal transactions; or (ii) that limit commercial transactions with designated countries or individuals.
- c. If you are acting as an agent for a principal, you have conducted appropriate due diligence into such principal, and agree that TEM shall be entitled to rely upon such due diligence, you will retain adequate records evidencing such due diligence for a period of five (5) years following the sale completion, and will make these records available for inspection upon request;
- d. Neither the purchase transaction nor the purchase funds are connected with or derive from any criminal activity, and they are not designed to nor have they or shall they violate the banking, anti-money laundering, or currency transfer laws or other regulations (including without limitation, import-export laws) of any country or jurisdiction or further any other unlawful purpose, including without limitation collusion, anti-competitive activity, tax evasion or tax fraud;
- e. If you make payment in ETH, (i) you are the registered and sole owner of the digital wallet and the cryptocurrency used to make payment; (ii) the digital wallet is not directly or indirectly hosted, operated, or controlled by anyone that is the subject of

Sanctions or located, resident, or organised in a Sanctioned Jurisdiction; (iii) your payment in cryptocurrency will meet your representations and warranties set forth below;

f. Your purchase and receipt of the NFT, including your use of cryptocurrency if and as applicable, complies with applicable laws and regulations in your jurisdiction; and

g. You have full legal authority without any further action or other party's consent to enter into this agreement and to perform all of your obligations hereunder.

h. You acknowledge and agree that we may rely upon the accuracy and completeness of the foregoing warranties.

### **3. PRE-CONDITIONS TO SALE**

a. You must ensure that you have enough funds available in your digital crypto wallet to complete the purchase. You must make payment in full in any nominated Digital Currency or via any other nominated payment method as a pre-condition to any purchase of an NFT. You acknowledge and agree that all purchases of NFTs are irreversible and cannot be cancelled and that no refunds will be due to you in any circumstances.

b. We will have no obligation to transfer any NFT to you until we have received the Purchase Price in full for any NFT. If you make payment to our Digital Wallet, you must ensure your transfer is made to the correct wallet address.

c. You must provide your correct and valid crypto wallet address as part of the NFT minting request form in order to receive the NFT. You are solely responsible for ensuring that the wallet address provided by you is correct and you acknowledge and agree that we will not be liable as a result of an incorrect wallet address being provided by you. This means that you will not be entitled to receive a refund of the price paid for the NFT.

d. If the buyer does not have an existing crypto wallet, If required, TEM can forward the details of a preferred cold crypto wallet (physical device) for storage of the NFT. Due to safety we would strongly advise that this is purchased and set up by the buyer themselves, in order to keep passwords and encryption private.

e. Once this wallet has been purchased by the buyer, set up, and the wallet address provided to TEM by the buyer, the NFT will be transferred over within 24 hours.

f. In the event that any payment is reversed or becomes invalid, including via either a double spend attack or recall or refund request by a payment processor, you agree to immediately return to us any NFTs and any physical art where the Purchase Price has no longer been retained in full by us.

### **4. COPYRIGHTS, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

a. Any copyright(s) in and to the NFT and related Artwork remain with the creator(s) thereof, and the purchase of the NFT does not constitute an assignment thereof.

b. Ownership: The sale of the NFT represents the transfer of ownership of the NFT only, and not the underlying copyright or other intellectual property rights associated with the music video.

c. Transferability: The NFT is transferable to a new owner, but the transfer does not include the right to reproduce, distribute, or otherwise use the music video in any way other than what is authorised by the creator.

d. Use of the Music Video: The owner of the NFT may only use the music video for personal, non-commercial purposes, and may not sell, distribute, or use it for any commercial purpose without obtaining prior written consent from the creator.

e. Intellectual Property Rights: The creator of the music video retains all intellectual property rights associated with the music video, including but not limited to copyrights, trademarks, and patents.

f. No Warranty: The creator provides no warranty, express or implied, with respect to the NFT or the music video, and disclaims any liability for any damages arising out of the use or inability to use the NFT or the music video.

g. Amendments: The seller reserves the right to amend the utilities and their terms and conditions which are attached to the NFT purchased at any time without prior notice. Any changes will be posted on the seller's website or communicated to the buyer via email. The buyer's continued use of the NFT after any such changes have been made shall constitute acceptance of the amended utilities and their terms and conditions.

### **5. TITLE AND RISK**

a. Title and Risk in any NFT purchase transfers to you upon purchase of the NFT and you are responsible for ensuring your Digital Wallet is accurately linked. If you lose your private key or login or seed phrase for your Digital Wallet you will lose access to your NFTs stored in your Digital Wallet.

b. You acknowledge and agree that NFTs utilise new types of technologies (blockchain and smart contracts, consensus algorithms, decentralised networks) and as such, the ownership, purchase and sale of NFTs is subject to various risks, some of which are difficult to predict. A significant degree of technological knowledge (in particular in relation to blockchain) is required to safely deal in and store NFTs of any kind, including using a digital crypto wallet. It is your responsibility to research and be aware of these risks. Some (but not all) of the risks, which you should be aware of and accept before you conclude any transaction, are as follows:

(i). The volatile nature of digital artwork, including NFTs, which means that the price can fluctuate rapidly, and the ability to find a purchaser may be affected (i.e. liquidate the digital artwork);

(ii). Changes in laws and regulations may affect your rights to use and transfer NFTs;

(iii) The use, ownership and transfer of NFTs is not regulated in most jurisdictions, which means that your ownership and transactions in NFTs will not be afforded regulatory protections;

(iv) Transactions involving NFTs are irreversible, including when they are accidental or fraudulent, which means that losses suffered may not be recoverable;

(v) NFTs can lose their value entirely if there is no interest in them from potential purchasers;

- a. As digitally-held artwork, NFTs may be susceptible to fraud, cyberattacks or technological issues which may affect your ability to use or sell your NFTs;
- b. Your ownership of the NFTs relies on you remaining in control of the private key(s) associated with your digital crypto wallet; and
- c. If the underlying digital artwork is stored off-chain, it may be subject to a risk of loss, for example, if the facility storing the artwork fails or if it is subject to a cyber attack.
- d. Keep your account details secure. It is your responsibility, and you must ensure that: (a) you maintain a secure password; (b) you maintain the confidentiality and security of your access credentials and not disclose them to anyone; and (c) update your access credentials as soon as you become aware or suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised, or in case of any actual or suspected unauthorised use of your access credentials. We will not be liable to you for any loss or damage you suffer as a result of your breach of this section.

## 6. PAYMENT

As the buyer you will be obligated to pay all VAT as defined in 1 above.

a. As the buyer you will sign a confirmation of purchase, (ii) will pay the Purchase Price in full or such part as we may require and (iii) acknowledge and agree that it is the buyer's responsibility to pay any and all Taxes due on the purchase of the NFT, whether arising but not collected at the time of sale as part of the Purchase Price or otherwise, or applicable through retroactive and applicable legislation.

b. You acknowledge the risks associated with transacting in cryptocurrencies and purchasing, using, transferring, and owning NFTs, as applicable, including without limitation the risk of unanticipated regulatory intervention or tax treatment in relation to transacting therein, and agree that if we fail to collect from you any applicable sales tax, compensating use tax, VAT, consumption tax, goods or services tax or other indirect taxes, luxury tax, excise tax, and duties or tariffs (collectively, "Taxes") on your purchase of the NFT where and as required by applicable law, you agree to pay any such

c. In addition, you will ensure that you have a digital wallet capable of supporting and accepting the NFT and which meets the requirements more fully set forth below.

d. TEM will issue and email the buyer an invoice confirming the NFT purchased, the Purchase Price(s) owing therefore, and providing payment instructions.

d. Unless otherwise agreed, payment in good, cleared funds is due and payable : within ten - 10 days business days. Payment will not be deemed made in full until we have received good, cleared funds for all amounts due. Title in any

purchased NFT will not pass until full and final payment has been received by TEM to our satisfaction. Accounts must be settled in full before any NFT is transferred to the buyer. In the event any NFT is transferred earlier, such release will not affect the passing of title or the buyer's obligation to timely remit full payment.

e. Purchases will be invoiced to the name and address that is given to us and cannot be transferred to other names and addresses. Once an invoice is issued, we cannot change the buyer's name on an invoice.

f. The sale will be conducted and invoiced in Pounds Sterling (£) or in ETH. All payments for purchases of NFT due in either £ or in Ether (ETH). If paying in ETH the buyer is responsible for their own conversion of funds to ETH and the sale price will be agreed upon beforehand in ETH.

g. Payment in Pounds Sterling (£):

Our preferred payment method is by wire transfer. All payments must be in the form of wire transfer unless other arrangements have been approved in advance. If paying by wire transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to GBP must not be less than the ETH amount payable, as stated on the invoice.

h. Payment in ETH:

Payments in ETH will be accepted only as follows:

(i) You shall transfer payment in ETH of the invoiced Purchase Price in full from your digital wallet to TEM digital wallet as specified by our payment instructions, and you shall provide any and all necessary information or documentation we request in order to verify that the payment in ETH conforms with the requirements set forth below.

(ii) The amount due will be the set price of ETH at point of sale.

(iii) Payment must be made from a digital wallet registered in your name (or, if you registered to bid as an entity, in the name of that entity) and maintained with one of the following platforms: (A) Coinbase Custody Trust; (B) Coinbase, Inc.; (C) Fidelity Digital Assets Services, LLC; (D) Gemini Trust Company, LLC; or (E) Paxos Trust Company, LLC. Payments from digital wallets hosted at other exchanges or self-hosted wallets will not be recognized.

(iv) You shall remit the Purchase Price by way of a single payment from a single digital wallet. If you buy more than one NFT, this will need to be through two separate transactions i.e. you may buy one NFT with payment from one digital wallet and another with payment from a different digital wallet

(v) Any payment in ETH must be made within ten (10) business days of our delivery of the invoice to you, and payment must be made between the hours of 9:00am and 5:00pm GMT Time, Monday through Friday (and not on a UK public holiday).

If you make payment in ETH other than in accordance with the provisions as set forth in clauses (i) – (v) immediately above, we reserve the right to return those funds to you and require you to pay in GBP, in which case you shall be responsible for all third party fees in connection therewith (including, without limitation, network or transfer fees, taxes, etc.).

i. Once you initiate an ETH transaction, the transaction cannot be reversed. You are responsible for verifying that you have sent the correct amount to the correct digital wallet address. We shall have no liability for any payment made by you in ETH that is not received by us for any reason, and any errors by you shall be your responsibility and shall not relieve you of your payment obligation hereunder.

j. You acknowledge the risks inherent to the use of cryptocurrency, including without limitation the risk of faulty or insufficient technology or internet connections; security risks such as malware, hacking, personal information disclosure, unauthorised access to your digital wallet, and/or theft therefrom; and volatility in exchange rates. We will have no liability for any of the foregoing.

k. Consequences of Non-Payment

(i) If the foregoing conditions or any other applicable conditions herein are not complied with, in addition to all other remedies available to us and the seller by law, we may at our election exercise one or more of the following courses of action: (A) store the NFT in TEMs' or another digital wallet at the buyer's sole risk and expense; (B) hold the buyer liable for the full Purchase Price and any late charges, collection costs, attorneys' fees and costs, expenses and incidental damages incurred by us or the seller arising out of the buyer's breach; (C) cancel the sale, retaining as liquidated damages all payments made by the buyer; (D) resell the NFT, and in such event the buyer shall be liable for the payment of all consequential damages, including any deficiencies or monetary losses, and all costs and expenses of such sale or sales

(ii) In addition, where two or more amounts are owed in respect of different transactions by the buyer to us, we reserve the right to apply any monies paid in respect of a transaction to discharge any amount owed by the buyer.

l. To secure the payment of any sums and performance in full of all of your liabilities and obligations to us of any kind or nature, present or future, whether now owing or hereafter arising, and whether under these Conditions of Sale or any other agreement or instrument, however acquired, you hereby grant us a first priority and continuing security interest and lien in the NFT and any and all proceeds thereof (together, the "Collateral"). You hereby agree to execute any documents we may

request of you or take such other actions as we may deem necessary in respect of our security interest in the Collateral. We shall have the right to use or deal with any or all of the Collateral held by us in any way permitted by law, including by selling it in a commercially reasonable manner.

m. The Buyer acknowledges and agrees that the purchase, possession, transfer, and use of Non-Fungible Tokens (NFTs) involves the use of Ethereum cryptocurrency, which is subject to market fluctuations and volatility. The value of Ethereum may increase or decrease, sometimes significantly and unpredictably.

n. Trinity Entertainment Media ("TEM") is not a financial advisor and makes no representations or warranties about the suitability or profitability of Ethereum or any investment. TEM is not responsible for any decisions made by the Buyer related to the purchase, use, or disposal of Ethereum.

o. TEM has no control over, and accepts no liability for, any loss or damage that the Buyer may incur due to the fluctuations in the value of Ethereum, including but not limited to any loss of capital.

p. The Buyer acknowledges that they are solely responsible for managing and securing their Ethereum, and that they will not hold TEM liable for any loss, damage, or expense arising from their investment in, or use of, Ethereum."

## **7. WHEN OUR OBLIGATIONS ARE COMPLETED IN RESPECT OF THE DIGITAL ART.**

The Digital Art contract will be completed when the NFT minting process is completed and the NFT is recorded on a blockchain. However, your rights to use the NFT and the underlying Digital Art will not terminate until you sell the NFT to a third party.

## **8. NO RIGHT TO CANCEL**

Due to the irreversible nature of all blockchain transactions and the fact that the purchase and delivery of the Digital Art takes place as an integral part of the NFT minting process, you will be asked to consent to the immediate performance of the Digital Art purchase contract and to confirm that you agree to lose your right to withdraw from the contract (i.e. cancel it) as soon as you have submitted your instruction to mint the NFT on our Platform.

In case of any delay of the minting process due to events outside of our control, for example as a result of any delays in the blockchain network, we will not be liable for delays caused by such events. You acknowledge that it will not be possible to cancel or reverse your minting request even in the circumstances of a significant delay.

## **9. UTILITIES AND PHYSICAL ARTWORK**

Certain NFTs may be accompanied by a physical artwork or component as part of the utilities.

Each NFT will have related utilities including the Physical Artwork or component that will be specific to the NFT. This can be redeemed by the Buyer of the NFT.

On sale of the NFT, the arrangements for the transfer and delivery of will be explained and how the buyer can redeem the physical art and components

Buyers of NFT accompanied by Physical Art and components acknowledge and agree as follows:

- a) The Buyer of an NFT will only have the option of redeeming the Physical Art when TEM has received the Buyer's payment of the Purchase Price for the NFT in full and cleared funds;
- b) Buyers of NFT are responsible for all fees and charges associated with the collection and/or delivery of the Physical Companion to the Buyer, including any applicable import duties, taxes, charges and fees;
- c) TEM makes no representations or warranties in respect of the Physical Art, including in respect of its nature, condition, description, uniqueness, functionality, compatibility, durability, or the availability of the physical art or component, either now or in the future.
- d) If the Buyer of a NFT accompanied by a physical art, fails to redeem and collect the Physical Art following the procedure outlined in the NFT sale (including within the time frame specified), the Buyer of the NFT will be charged storage fees and will forfeit their right to redeem the physical art.
- e) If the Buyer is purchasing an NFT with a piece of physical art commissioned by TEM, the Buyer accepts that creation and delivery of the piece of art may take up to 12 months.

## **10. DISCLAIMER AND LIABILITY**

- a. The NFT is sold "AS IS," and 'AS AVAILABLE' and TEM makes no representations or warranties (whether express or implied) that: the results, outcomes or financial returns obtained will meet any expectations.
- b. To the fullest extent permitted by law, TEM disclaim all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, title and non – infringement of the NFTs and utilities. This does not affect any warranties that cannot be excluded or omitted under applicable law.
- c. Limitation of liability. To the fullest extent permitted by law, in no event will we be liable to you or any third party for any: (a) loss of profit; (b) loss of sales; (c) loss of data or information; (d) damage to goodwill; (e) loss of revenue; (f) loss of use; (g) indirect, consequential, exemplary, incidental, special or punitive damages, arising in connection with the use of the Platform and/or these terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and whether foreseeable or not, and even if we have been advised of the possibility of any such losses occurring. Notwithstanding anything to the contrary in these terms in no event will our total aggregate liability to you exceed GBP £1000. The limitations and exclusions of liability in this section or anywhere else in these terms will not apply to our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by law.
- d. Amendments: The seller reserves the right to amend these terms and conditions at any time without prior notice. Any changes will be posted on the seller's website or communicated to the buyer via email. The buyer's continued use of the NFT after any such changes have been made shall constitute acceptance of the amended terms and conditions

## **11. YOUR LIABILITY TO US.**

You agree to indemnify us (i.e. reimburse us in full) to the fullest extent permitted by the applicable laws, and agree to defend and hold us harmless from and against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with: a) your breach of these terms; and (c) infringement by you of any third-party rights (including intellectual property rights).

## **12. STANDARD NFT TERMS OF SALE**

- a. About these Terms of Sale and the contract between the Buyer and the Seller;
- (i) These Terms of Sale apply to the sale and purchase of NFTs. They also specify the rights to the underlying images and videos (Digital Art).
- (ii) A legally binding agreement incorporating these terms will come into existence between the seller of the NFT (Seller) and the buyer of the NFT (Buyer) when the Buyer's offer is accepted by the Seller, as determined or confirmed where the sale is concluded (Contract for Sale). No other person will be a party to the Contract for Sale between the Seller and the Buyer.
- b. No right to cancel;
- (i) Due to the irreversible nature of all blockchain transactions and, and the fact that the minting/purchase (as applicable) and delivery of the NFT takes place immediately and is irreversible, the Buyer acknowledges and agrees that this means that the Buyer will not have the right to cancel their purchase and receive a refund. This does not affect any rights the Buyer may have under any applicable laws, where such rights cannot be legally excluded.
- c. Payment and the delivery of the NFT: As a pre-condition to the purchase of the NFT, the Buyer must;
- (i) Make a payment in full in any nominated digital currency or via any other nominated payment method (as specified on the Platform) to the digital wallet address or bank account nominated by the Seller, and in the amount stated on the Platform at the time of the acceptance of the Buyer's offer by the Seller (Purchase Price); and
- (ii) Provide the Seller with its digital wallet address by linking its wallet with the Platform or by any other means specified by the Platform . The Buyer shall be solely responsible for ensuring that the wallet address provided is correct and the Buyer agrees that the Seller will not be liable for any loss or damage caused as a result of an incorrect wallet address being provided by the Buyer.
- (iii) The Seller will transfer the NFT to the digital wallet address provided or specified by the Buyer within 48 hours upon acceptance of the Buyer's offer to purchase the NFT, receipt of the Purchase price from the Buyer and upon receipt of full payment of the Purchase to the nominated wallet.
- (iv) In the event the payment of the Purchase Price is reversed or becomes invalid (for any reason), the Buyer shall immediately return the NFT and any associated utilities including any physical art to the Seller by a) transferring it back to the wallet address of the Seller and b) if the Buyer has received/taken delivery of any physical companion or utilities, the Buyer shall be responsible for arranging return of the physical art to the Seller.
- d. Right to use the Digital Art
- (i) The Buyer acknowledges that the transfer of the NFT to the Buyer under section 4.1 of these Terms of Sale does not transfer the ownership in the intellectual property rights existing in the underlying Digital Art. Instead, the Seller hereby grants to the Buyer, with effect from the moment of transfer of the NFT to the Buyer, the Buyer's use is:

- Worldwide: allowing the buyer to use the Digital Art without restriction as to the territory
- Perpetual: granted for an indefinite duration
- Irrevocable: meaning that seller/author of the art is not entitled to terminate the licence, although the licence may terminate automatically if there is any breach by the Buyer of the restrictions set out in these terms,
- Exclusive: the buyer (owner of the NFT) are the only person in the world that can use the Digital Art and nobody else can use it
- Transferable: the buyer can transfer the licence to someone else for e.g. resale
- Royalty free: do not have to pay any royalties to the owner for the use of the underlying Digital Art. The Buyer has the licence to use and display the Digital Art, for as long as the Buyer owns the NFT, for personal purpose, with no right to commercially exploit, reproduce, display, distribute, prepare derivative works based on the Digital Art or part of it.

(ii) All rights of the Buyer to use the Digital Art set out will terminate immediately upon the transfer of the NFT by the Buyer to a third party, subject to these Terms of Sale and any other applicable terms.

(iii) The Buyer acknowledges and agrees that in the case of any onward sale of the NFT, the licence to the Digital Art must be on the same terms as set out in these Terms of Sale, including the specified restrictions in this document. Any sale of the NFT which purports to modify the terms of the licence or the restrictions on use of the Digital Art will result in the automatic termination of the licence to the Digital Art.

(iv) For the avoidance of doubt, nothing in these Terms of Sale shall be construed as transferring the ownership of any intellectual property rights.

e. Restrictions on the use of the Digital Art: The Buyer shall not, and shall not permit any other person to do or attempt to do any of the following;

- (i) Trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Digital Art;
- (ii) Take any action which would or might invalidate, challenge, oppose or otherwise put in dispute the owner's intellectual property rights in the Digital Art, or contravene the moral rights of the creator of the Digital Art;
- (iii) Use the Digital Art in connection with any illegal activities;
- (iv) Create any financial instrument or derivative product based on the NFT; or
- (v) Use the Digital Art in connection with any images, videos, or any other forms of media or content that depict hatred, intolerance, violence, cruelty or anything else that could reasonably be found to constitute hate speech, infringe upon the rights of others or otherwise bring the Seller into disrepute.
- (vi) Any use in breach of the restrictions set out in these terms and conditions or in breach of the conditions on the right of use set out in these terms and conditions will result in the automatic termination of the licence to use the Digital Art granted.
- (vii) Nothing in these Terms of Sale transfers or creates any rights in any intellectual property rights in the associated physical art.

### **13. OPTIONAL COLD WALLET**

a. As an ancillary, complimentary service, Trinity Entertainment Media ("TEM") may, upon explicit written request from the Buyer, to procure and furnish a cold wallet for the purpose of facilitating the secure transfer and retention of the Non-Fungible Token (the "NFT") that has been acquired.

b. The utilisation of this service is entirely discretionary and should be expressly agreed upon by both TEM and the Buyer at the time of the transaction. Activation of this clause is contingent upon such explicit written agreement.

c. The Buyer acknowledges and agrees that the cold wallet, once furnished, is under the exclusive control and management of the Buyer. TEM has no control over, or liability for, the security or functioning of the cold wallet, or for any loss or damage arising from the use, misuse, malfunction, or loss of the cold wallet, including but not limited to the loss of the NFT.

d. The Buyer is solely responsible for ensuring the secure and appropriate use and maintenance of the cold wallet. The Buyer further agrees to hold TEM harmless against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable legal fees) that arise from the use, misuse, malfunction, or loss of the cold wallet.

e. TEM provides the cold wallet 'as is,' without any warranty of any kind, either express or implied, including, but not limited to, warranties of merchantability, non-infringement, or fitness for a particular purpose.

f. TEM accepts no liability or responsibility in relation to the provision, use, performance, or the Buyer's reliance on the cold wallet. The Buyer's use of the cold wallet is at the Buyer's own risk.

### **14. GOVERNING LAW AND JURISDICTION**



This Contract of Sale and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) will be governed by, and interpreted in accordance with, the laws of England and Wales and the parties agree that courts of England and Wales will have exclusive jurisdiction to settle such disputes or claims.

*I consent to immediate performance of the contract to mint NFT and acknowledge that I will lose my right of withdrawal from the contract when full funds have been paid, after which the digital art will be embedded in the NFT and recorded on blockchain.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_