

TERMS & CONDITIONS
QUANTUMBIOSIS SOCIETY - NFT COLLECTION
“Quantumbiosis Tardigrade”
February 29, 2024

A Mint, Purchase, and/or Transfer of a “Quantumbiosis Tardigrade” NFT (Quantumbiosis Society NFT Collection) is acknowledgment and Agreement to the following terms and conditions between you and CCG Property Group, LLC [d.b.a. “QUANTUMBIOSIS SOCIETY”]:

1. Intellectual Property (IP) Rights: The word “Quantumbiosis” and the Quantumbiosis logo are trademarked properties and cannot be used without prior express written consent. NFT rights are detailed in the “NFT License” and attached hereto as “EXHIBIT A.” The NFT License can also be found by visiting the following link: <https://quantumbiosis.io/legal-license/> (Click “NFT LICENSE” button)

2. Licensing: Information regarding the licensing of these digital assets (NFT's) can be found by visiting the following link to view the “NFT license”: <https://quantumbiosis.io/legal-license/> (Click “NFT LICENSE” button). The “NFT License” is attached hereto as “EXHIBIT A.”

3. Digital Asset Disclaimer: The Quantumbiosis Society NFT Collection’s “Quantumbiosis Tardigrade” NFTs are not an investment, security, or financial instrument and the value of the digital assets may fluctuate.

4. Age Restrictions & Child Safety: You must be at least eighteen (18) years or older to accept ownership of or otherwise use or interact with the NFT. Minors under eighteen (18) and at least thirteen (13) years of age are only permitted to accept ownership of or otherwise use or interact with the NFT through a crypto wallet or other authorized and legal method owned by a parent or legal guardian, with their appropriate permission and under their direct supervision. Children under thirteen (13) years of age are not permitted to accept ownership of or otherwise access or engage with the NFT. By accepting ownership of or otherwise using or interacting with the NFT, You represent and warrant that you are in compliance with this Section.

5. Purchase and Fees: If you are the initial purchaser of the NFT, You agree to purchase and pay for the NFT in accordance with the terms and conditions of the marketplace on which the NFT is offered. By purchasing or otherwise accepting ownership of the NFT, You agree to pay all applicable fees and You authorize Seller to automatically deduct Resale Royalties (as any transaction fees (including gas fees applicable to the blockchain supporting the NFT) directly from Your crypto wallet or other authorized and legal payment method. Seller has no control over the execution of any smart contract operation or functionality or any transaction fees associated with the NFT. Seller additionally does not have the ability to reverse any transactions. Accordingly, Seller shall not be liable to You or to any third party for any claims or damages arising out of or relating to Your use or transfer of, or other interactions with, the NFT or Artwork, or any related Experiences.

6. Tax Information: You are responsible for any and all sales, use, value-added, GST, and other taxes, duties, and assessments now or hereafter claimed or imposed by any governmental, regulatory, or administrative authority governing Your use of or interaction with the NFT or

Artwork [and any related Experiences], including any taxes that may become payable as a result of Your sale, transfer, assignment, donation, or other disposal of ownership of the NFT. [NFTs may be subject to sales tax or capital gains tax. Please consult with your trusted tax advisor before buying, trading, or selling any NFT.]

7. Third-Party Marketplaces: Seller (Quantumbiosis Society) relies on third-party marketplaces to facilitate transactions involving the NFT, including any of Your uses of or other interactions with the NFT. Accordingly, Your transactions involving the NFT are subject to the terms and conditions of such third-party marketplaces, including those on which Your transactions occur, whether or not through such third party marketplaces' service offerings (i.e., marketplace NFT or crypto wallets). Seller is not in control of, and You hereby agree not to hold Seller responsible or liable for, such third-party marketplaces' terms and conditions. Further, Your uses of and other interactions with the NFT may be limited or otherwise affected if: (a) the terms and conditions or pricing of such third-party marketplaces change; (b) You or Seller cannot comply with the terms and conditions of such third-party marketplaces or any update or modification to them; or (c) a third-party marketplace dissolves, declares bankruptcy, becomes insolvent, or otherwise ceases business operations.

8. Third-Party Sites: The NFT may grant you access to certain in-person or virtual experiences or facilitate access to third-party websites (Third-Party Sites). Third-Party Sites [and certain Experiences] are not under Seller's control and You hereby agree that You will not hold Seller liable or responsible for any content or information contained on or in any Third-Party Sites, including for any errors, omissions, or inaccuracies, or for any losses or damages of any kind incurred as a result of Your use of or access to any Third-Party Site [or Experience]. You use or rely on Third-Party Sites [and redeem and attend Experiences] at Your own risk and subject to any license agreements, terms and conditions, privacy policies, and other notifications, disclaimers, and legal requirements applicable to such Third-Party Sites [and Experiences]. Links and other access to Third-Party Sites [and Experiences] are provided or facilitated only as a convenience or benefit to You and do not necessarily constitute or imply Seller's endorsement or support of them. Seller does not guarantee the availability, accuracy, or display of or access to any Third-Party Sites [or Experiences] and reserves the right to remove, delete, alter, edit, suspend, or otherwise modify any interactions with or access to such Third-Party Sites [or Experiences] made available on or through the NFT, at any time and in Seller's sole discretion. Any opinions, advice, statements, offers, services, performances, or other content expressed, displayed, or made available on any Third-Party Sites [or through any Experiences]: (a) are those of the respective authors or applicable distributors; and (b) may be protected by copyright, trademark, right of publicity, and other U.S. or international intellectual property or proprietary rights Laws (as defined below). By using or otherwise owning the NFT, You do not acquire any right, title, or interest in or to any ThirdParty Sites [or Experiences] or any portion of them.

9. Assumption of Risk:

a. Sellers Rights and Obligations: You acknowledge and agree that the Seller is not responsible for the website that hosts the Artwork or any blockchain or distributed ledger on which the NFT is recorded, or for repairing, supporting, replacing, or maintaining same.

b. Volatility; Securities: The price and liquidity of blockchain assets, such as the NFT, are volatile and may be subject to large fluctuations that could materially and adversely affect the value, price, and other aspects of the NFT. The value of the NFT may be derived from the continued willingness of market participants to exchange fiat currency or digital assets for the NFT, which may result in the potential for permanent and total loss of value of the NFT, should the market for the NFT disappear. The NFT is not intended to be a "security" under any Laws,

including the Securities Act of 1933, Securities Exchange Act of 1934, or the Investment Company Act of 1940, each as amended.

c. Crypto Assets: Seller does not store, send, or receive crypto assets, including tokens available on any blockchain. Any transfer of crypto assets occurs within the supporting blockchain, which Seller does not control. Due to rapidly changing pricing and fluctuating demand, increased regulation, and other variables, public blockchains and associated distributed ledgers can experience significant periods of network congestion, inconsistent, or slowed processing speeds, and unpredictable failures. As a result, transactions, including Your sale, assignment, donation, or other transfer of ownership of the NFT, may be: (a) irreversible, and losses due to fraudulent or accidental transactions may occur; and (b) recorded on a public blockchain's distributed ledger at a time later than when You or Seller initiated the transaction involving the NFT.

d. Internet Based Transfers: Certain risks associated with using an Internet based digital asset are inherent, including risks arising out of or relating to 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 crypto wallet or other method of holding and transferring crypto assets. You agree not to hold Seller liable or responsible for any communication failures, disruptions, errors, distortions, inaccuracies, or delays that You may experience when conducting or otherwise engaging in any transactions involving the NFT or Artwork, regardless of how such transaction was initiated or completed.

e. Theft/Refunds: Seller has no obligation to refund any purchaser, other seller, or receiver of an NFT. All sales from seller are final. In the event of a theft, the Seller is not obligated to recover the NFT(s) but will assist as much as they feel is possible.

f. Regulations: Digital assets, including blockchain-based assets such as the NFT, are subject to developing statutes, regulations, rules, orders, treaties, and other laws (collectively, Laws) worldwide. Such Laws, and any updates or changes to them, may affect this Agreement or its terms and conditions. If any Laws cause this Agreement, any provision of it, or any terms and conditions incorporated in it by reference, to become illegal or unenforceable, Seller shall not be deemed in breach of this Agreement, and, at Seller's option, Seller may terminate this Agreement [including any rights to any Experiences offered in connection with the NFT].

10. Export Controls: The NFT and any related or supporting software or systems, including any media servers, crypto wallets, smart contracts, blockchains, node communications, third-party marketplaces, or other distributed ledger technology, may be subject to U.S. export control Laws, including the Export Administration Regulations. You represent and warrant that: (a) you are not on the list of Specially Designated Nationals maintained by the U.S. Office of Foreign Assets Control or on any other U.S. government list of prohibited or restricted parties and are not owned or controlled by any person on such a list; and (b) you are not a resident of, or located in, any country or territory against which the U.S. maintains comprehensive sanctions (such as Cuba, Iran, Syria, North Korea, and the Crimea Region of Ukraine). You shall not, and shall not permit others to, directly or indirectly, export, reexport, or release the NFT or any related or supporting software or systems in or to any person, country, or territory that is prohibited from receiving them under applicable Laws, including any country subject to comprehensive sanctions or any individual or entity included on any U.S. government list of prohibited or restricted parties.

11. Assignment: The terms of this disclosure will be binding upon, and will inure to the benefit of, the parties and their permitted successors and assigns. You may transfer this Agreement or

any rights or obligations under it only to a third-party transferee that accepts ownership of the NFT and all of the terms and conditions of this Agreement in accordance with Section (b) (Effect of Transfer) above. Seller may transfer this Agreement without Your consent and after any such transfer, shall have no continuing obligation or liability to You.

12. Compliance with Local Laws: Ensure that the NFT project complies with all relevant local, state, and federal laws.

13. Additional Terms and Conditions: Visit the following link for project details on the rights and responsibilities of both the project creators and the buyers as outlined in our NFT License: <https://quantumbiosis.io/legal-license/> (Click "NFT LICENSE" button). The "NFT License" is attached hereto as "EXHIBIT A."

14. Amendment; Waiver: Seller may amend this Agreement at any time in its sole and absolute discretion; provided, that Seller shall provide reasonable notice to You of any material amendments to this Agreement through reasonable public means (i.e., public post on a social media network, through any websites associated with the NFT or Artwork that are owned or controlled by Seller, on any third-party site that hosts the Artwork, or on any third-party marketplace through which the NFT is sold). Your continued exercise of any license rights or other rights granted under this Agreement and NFT License, including Your access to or use of any Artwork [or redemption of any Experiences] after notice of an amendment has been posted constitutes Your acceptance of the amendment. No waiver by either party of any of the provisions of this Agreement will be effective unless explicitly stated in writing and signed by the waiving party. Except as otherwise expressly stated in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver; nor will any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise, or the exercise of any other right, remedy, power, or privilege

15. Privacy Policy: Visit <https://quantumbiosis.io/privacy-po/> (CLICK on "PRIVACY POLICY" button)

CONTINUED ON NEXT PAGE...

- EXHIBIT A -

**NFT License
(Terms and Conditions)**

1. Definitions.

Quantumbiosis™ Society

“Quantumbiosis Society”

“Art” means any art, design, and drawings that may be associated with an NFT that you Own.

"NFT" means any blockchain-tracked, non-fungible token, such as those conforming to the ERC- 721 standard.

“Own” means, with respect to an NFT, an NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

“Extensions” means third party designs that: (i) are intended for use as extensions or overlays to the Art, (ii) do not modify the underlying Art, and (iii) can be removed at any time without affecting the underlying Art.

“Purchased NFT” means an NFT that you Own.

“Third Party IP” means any third-party patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

2. Ownership.

You acknowledge and agree that CCG Property Group, LLC, d.b.a. Quantumbiosis Society, (or, as applicable, its licensors) owns all legal right, title and interest in and to the Art, and all intellectual property rights therein. The rights that you have in and to the Art are limited to those described in this License. CCG Property Group, LLC reserves all rights in and to the Art not expressly granted to you in this License.

3. License.

a. **General Use.** Subject to your continued compliance with the terms of this License, CCG Property Group, LLC, grants you a worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Art for your Purchased NFTs, along with any Extensions that you choose to create or use, solely for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your NFTs, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your NFTs, provided that the website/application

cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased NFT leaves the website/application.

b. **Commercial Use.** Subject to your continued compliance with the terms of this License, CCG Property Group, LLC grants you a limited, worldwide, non-exclusive, non-transferable license to use, copy, and display the Art for your Purchased NFTs for the purpose of commercializing your own merchandise that includes, contains, or consists of the Art for your Purchased NFTs ("Commercial Use"),

provided that such Commercial Use does not result in you earning more than One Hundred Thousand Dollars (\$100,000) in gross revenue each year. For the sake of clarity, nothing in this Section 3.b will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of NFTs generally, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of NFTs generally, provided that the third party website or application cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFTs to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the

Purchased NFT leaves the website/application; or (iii) earning revenue from any of the foregoing, even where such revenue is in excess of \$100,000 per year.

4. Restrictions.

You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without CCG Property Group LLC's express prior written consent in each case: (i) modify the Art for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes (your use of Extensions will not constitute a prohibited modification hereunder); (ii) use the Art for your Purchased NFTs to advertise, market, or sell any third party product or service; (iii) use the Art for your Purchased NFTs in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the Art for your Purchased NFTs in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in Section 3(b) above or solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including,

without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your Purchased NFTs, except as expressly permitted in Section 3(b) above; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased NFTs; or (vii) otherwise utilize the Art for your Purchased NFTs for your or any third party's commercial benefit. To the extent that Art associated with your Purchased NFTs contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (w) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (x) that the Commercial Use

license in Section 3(b) above will not apply; (y) that, depending on the nature of the license granted from the owner of the Third Party IP, CCG Property Group, LLC may need to pass through additional restrictions on your ability to use the Art; and (z) to the extent that CCG Property Group, LLC informs you of such additional restrictions in writing (email is permissible), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this license. The restriction in Section 4 will survive the expiration or termination of this License.

5. Terms of License.

The license granted in Section 3 above applies only to the extent that you continue to Own the applicable Purchased NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted in Section 3 will immediately expire with respect to those NFTs without the requirement of notice, and you will have no further rights in or to the Art for those NFTs. If you exceed the \$100,000 limitation on annual gross revenue set forth in Section 3.b above, you will be in breach of this License, and must send an email to CCG Property Group, LLC at

info@quantumbiosis.io within fifteen (15) days, with the phrase “NFT License - Commercial Use” in the subject line, requesting a discussion with CCG Property Group, LLC regarding entering into a broader license agreement or obtaining an exemption (which may be granted or withheld in CCG Property Group LLC’s sole and absolute discretion). If you exceed the scope of the license grant in Section 3.b without entering into a broader license agreement with or obtaining an exemption from CCG Property Group LLC, you acknowledge and agree that: (i) you are in breach of this License; (ii) in addition to any remedies that may be available to CCG Property Group, LLC at law or in equity, the CCG Property Group, LLC may immediately terminate this License, without the requirement of notice; and (iii) you will be responsible to reimburse CCG Property Group, LLC for any costs and expenses incurred by CCG Property Group, LLC during the course of enforcing the terms of this License against you.
