

4K.COM Terms of Service

Last Updated: March 15, 2022

1. WELCOME

Welcome to the Terms of Service (“**Terms of Service**”) for the www.4K.com website. These are the Terms of Service between 4K.com Corporation (“**Company**,” “**we**,” “**our**,” or “**us**”), the owner and operator of www.4K.com (the “**Website**”) and you (“**you**” or the “**User**”). Any User wishing to submit any Item in exchange for a 4K NFT (“**Digitization Services**”) shall be referred to as a “**Submitter**.” Any User wishing to redeem any 4K NFT for an Item (“**Redemption Services**”) shall be referred to as a “**Redeemer**.” Any User wishing to purchase crypto-assets on www.4K.com will be referred to as a “**Buyer**.” Any User wishing to sell crypto-assets on www.4K.com will be referred to as a “**Seller**.”

By clicking “I agree” or by using the Website or any Services you agree to be bound by the Terms of Use, these Terms of Service, the Privacy Policy, and any other applicable agreement. We may amend these Terms of Service at any time and will notify you or place a note on these Terms of Service when we do so. If you do not agree to these Terms of Service, you are prohibited from using the Website, including being prohibited from creating a Profile on www.4K.com (“**Profile**”). If you fail to abide by these Terms of Service, the Terms of Use, the Privacy Policy or any other applicable agreement your Profile may be temporarily suspended or permanently closed. Any decision related to the temporary suspension or permanent closure of a User’s Profile is solely within the discretion of the Company.

CAREFULLY READ THE TERMS OF SERVICE BEFORE USING THE WEBSITE OR ANY ASSOCIATED SERVICES. THIS DOCUMENT CONTAINS LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF OUR WEBSITE AND ANY ASSOCIATED SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS, IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICE BY CLOSING THIS PAGE AND DO NOT PROCEED WITH ANY FURTHER USE OF OUR SERVICES OR WEBSITE. THE TERMS OF SERVICE ARE SUBJECT TO AND INCORPORATED WITH THE 4K.COM TERMS OF USE. ANY CAPITALIZED TERMS HEREIN THAT ARE NOT OTHERWISE DEFINED SHALL BE DEFINED AS SET FORTH IN THE TERMS OF USE.

2. HOW TO USE 4K.COM

The Company provides methods and information to allow Users who access the Website to store and transact real-world assets (“**Asset(s)**” or “**Item(s)**”) in a decentralized and autonomous manner (the “**Services**”). To access certain Services or some resources offered on the Website, the User may be asked to provide certain registration details or other information. The Services rely on the Company’s decentralized, autonomous suite of smart contracts that enables the creation, use, transfer, exchange, and redemption of 4K non-fungible tokens (“**4K NFTs**”) that represent commercial activity for Items. Other Services or resources offered on the Website may require the User to utilize certain Web3 capabilities, such as a crypto-asset wallet capable of interacting with the User’s web browser or relevant blockchain nodes. Users of the Website include, but are not limited to, the following categories: (i) Submitters, (ii) Redeemers, (iii) Buyers, and (iv) Sellers. Users may use the Website for a variety of activities and therefore may fall into one or more of such categories from time to time. The classification of a User into one of such categories is not binding upon the Company. These Terms of Service set forth the User’s obligations when interacting with the Website based upon the category that they reasonably resemble at the applicable time of use.

- i. **Submitters.** Submitters can visit the Website without registering a Profile. However, in order to participate as a Submitter in our marketplace, you must submit a Digitization Services request and follow the submission process outlined herein.
- ii. **Redeemers.** In order to redeem a 4K NFT and receive an Item in return, you must: (i) add MetaMask (or such other crypto-asset wallet that we may support from time to time) to your browser’s extensions or download a crypto-asset wallet as a mobile application if you are accessing our Services from your mobile phone; (ii) connect your crypto-asset wallet to the Website; (iii) approve the Website’s signature request, authorizing the Website to interface with your crypto-asset wallet; and (iv) follow the redemption process as outlined herein.
- iii. **Buyers and Sellers.** Users who wish to purchase or sell 4K NFTs for any lawful reason and in accordance with these Terms of Service and the Company’s Terms of Use must: (i) add MetaMask (or such other crypto-asset wallet that we may support from time to time) to your browser’s extensions or download a crypto-asset wallet as a mobile application if you are accessing our Services from your mobile phone; (ii) connect your crypto-asset wallet to the Website; and (iii) approve the Website’s signature request, authorizing the Website to interface with your crypto-asset wallet.

All crypto-assets associated with your MetaMask or similar crypto-asset wallet address are custodied by you as the wallet holder, not by the Company. Items displayed on the Website are represented by smart contracts found on the Ethereum (or other applicable) blockchain. These smart contracts provide Users with a traceable, immutable, and cryptographically verifiable transaction log. Your full use and enjoyment of the Services may require you to pay transactional fees as outlined in the Terms of Use.

3. SUBMITTER OBLIGATIONS

As a Submitter, by using the Company's Services, you represent and warrant that (i) your actions and all aspects of your Item(s) comply with the Terms of Service, Terms of Use, Privacy Policy, and any other published policy of the Company; (ii) you are the owner (or authorized representative of the owner) of each Item and have the legal right to sell the Item and to post all of the Item's descriptions, photos, and other content related to the Item listing; (iii) you are in compliance with all laws or regulations regarding any Item; (iv) you are authorized to use the Services and submit your Item to the Company; and (v) your Item(s) is authentic, in its described condition, and is not a forgery, doctored, or otherwise altered, and you have disclosed all damage or defects with such Item, including significant wear, rips, tears, discoloration, odor, or broken hardware or components. You must accurately describe your Item(s) and any information submitted with an Item must accurately, truthfully, and completely describe the item. The Company may write Item descriptions and fill in Item attributes on Submitter's behalf, but the Company is not obligated to do so.

4. SUBMISSION

To submit an item, Submitter must first submit a Digitization Services request. The Company reserves the right to reject any Item in its sole discretion, for any reason whatsoever. Upon the Company's approval of the Submitter's request, the Company will share the shipping address for the appropriate storage facility to the Submitter. It is the Submitter's responsibility to arrange for shipping to the Company's storage facility. The Submitter or Submitter's shipper remain responsible for the Item until the Company receives the Item at our storage facility. Submitter must pay any relevant fees and other applicable costs. Submitter shall ship the Item in a timely manner to the Company. Upon receipt of an Item from Submitter, the Company will visually inspect the Item to the best of the Company's ability to confirm the Item meets the Company's condition standards. The applicable condition standards will be determined by the Company in its sole discretion and are subject to change at the Company's discretion. If any Item is damaged, the Company shall notify Submitter and arrange for alternative arrangements for such Item. The Company may offer authentication services, but is under no obligation to do so. In the event that the Company offers authentication services, the Company will use commercially reasonable efforts to confirm the Item is authentic.

Should the Company reject any of Submitter's Items for any reason, where Submitter refuses to arrange for pickup from Company's facility, the Company will consider the Item abandoned after thirty (30) days and may charge Submitter reasonable expenses incurred due to such refusal to arrange pickup. The Company has the right, in our sole and absolute discretion, to refuse to accept returns or other refunds and/or to charge restocking fees for returned or abandoned Items.

5. COUNTERFEITS

The Company takes counterfeiting and fraud seriously. If Submitter provides a counterfeit Item or attempts to defraud the Company, the Company reserves the right to do any or all of the following, in its sole discretion: (i) remove or suspend Submitter from the Services; (ii) refuse to return any Item submitted by Submitter; (iii) place limits on Submitter's use of the Services; (iv) charge Submitter's payment method for costs, expenses, and fees incurred by the Company as a result of Submitter's action or inaction; (v) ship the Item back to Submitter at Submitter's expense; (vi) provide the counterfeit Item to law enforcement; or (vii) destroy or dispose of the counterfeit Items. Submitter hereby agrees that each of the foregoing remedies are reasonable and justified upon the Company's discovery of counterfeit Items or fraudulent actions, even if those Items or actions were not known by the Submitter at the time to be counterfeit or fraudulent action at issue. Submitter understands and agrees that if the Company provides the counterfeit Item to law enforcement, Submitter's communications and any property claim with respect to that Item will be solely with that law enforcement agency and not with the Company, and that Submitter's personal information shall be shared with law enforcement along with any such Item. We may also require additional identification information from you if you engage in certain high-value transactions or high overall payment volumes.

6. STORAGE

Upon Submitter's receipt of an Item, the Company shall store the submitted Item for a period of one (1) year from the date of receipt at Company's storage facility free of charge ("**Initial Storage Period**"). After the expiration of the Initial Storage Period, the Company reserves the right to charge Submitter a storage fee for any Items stored by the Company with 30 days' notice. Failure by Submitter to pay any storage fees in a timely manner may result in: (i) the Company making the item available for pickup by the Submitter; or (ii) the Item being considered abandoned and such abandoned Item may be forfeited, sold, or otherwise liquidated. If the submitted Item is assigned or transferred by any means including, but not limited to, the sale of the associated 4K NFT while within the custody of the Company, the assignee will bear full responsibility for all such storage fees and all other rights and obligations of the User under this Agreement.

7. NFT ISSUANCE EVENT

Prior to submitting any item to the Company for conversion into a 4K NFT, Submitter shall provide the Company with all information necessary for the Company to issue the corresponding 4K NFT including, but not limited to: (i) a description of the Item and its condition as described in Section 3 of this Agreement, (ii) all relevant documentation related to the User's ownership of the Item and (iii) the User's crypto-asset wallet address. Once such information has been received by the Company, a 4K NFT will be minted and issued by the Company in its sole discretion (the "**NFT Issuance Event**"). Submitter must verify the accuracy of Submitter's crypto-asset wallet prior to providing it to the Company. Submitter's crypto-asset wallet shall be subject to the Terms of Use and the Company shall not be liable for any issues with Submitter's crypto-asset wallet. Submitter shall be solely liable and responsible for Submitter's crypto-asset wallet. The Company shall not be responsible for any connection issues, incompatible wallets, technical difficulties, or any other errors related to any crypto-asset wallet and Submitter understands that failure to verify Submitter's crypto-asset wallet may result in improper 4K NFT issuance that may not be reversed or resolved. Any such failure is not the fault of the Company.

8. 4K NFT ISSUES

After a 4K NFT has been properly minted and issued to Submitter, Submitter shall be solely liable and responsible for such 4K NFT and the Company shall have no liability to Submitter regarding such 4K NFT. The Company may not assist Submitter with any issues related to 4K NFTs after the 4K NFT has been properly issued to Submitter. Issues may include, but are not limited to, a loss, error, transfer, or theft.

9. TAXES

We are not responsible for any tax treatment related to your 4K NFTs, including, but not limited to, any gain, loss, or income generation experienced while using our Services. You are solely responsible for payment of all applicable sales, use, and other taxes and government charges, whether federal, state or foreign, for the submission or redemption of any Items. The Company shall not be responsible for any tax withholdings on your behalf.

10. REDEMPTION

In order for Redeemer to use the Redemption Services, Redeemer must follow the redemption process as set forth herein. Only an owner of a 4K NFT that was minted by the Company and has a corresponding Item that is being stored by the Company may redeem the associated Item stored. Any 4K NFTs eligible for redemption shall be viewable within Redeemer's Profile as displayed on the User's dashboard ("**Dashboard**") after Redeemer's digital wallet has been properly connected to the Services. The Company may not be able to resolve any issues

regarding the status of any 4K NFT that does not appear on a Redeemer's Dashboard for any reason whatsoever.

11. REDEMPTION CONFIRMATION AND SHIPPING

Upon receipt of Redeemer's request to redeem an Item associated with Redeemer's 4K NFT, the Company shall process such request and provide Redeemer with confirmation of such redemption request. An item is considered successfully redeemed once it is made available for pickup by Redeemer or Redeemer's agent. It is Redeemer's responsibility to arrange shipment from the Company's storage facility to Redeemer's desired destination. Upon successful redemption, Redeemer may pay applicable charges related to a redemption request and the Company will burn Redeemer's 4K NFT. Redeemer is solely responsible for address verification. The Company shall not be responsible for any errors or omissions caused by Redeemer during the redemption process. At the time of redemption, Redeemer may be able to select from multiple third-party options and signature may be required to accept redeemed items. The Company does not engage in any interstate or international commerce. All shipping is handled by third-party entities. Prices to ship to different locations are not controlled by the Company and may vary. The Company does not transport the Items and cannot guarantee shipping times. The risk of loss and title for Items passes to you or to the carrier upon tender of the Item to the third-party shipping carrier by the Company. Where any Item is undeliverable and returned to the Company, the Company reserves the right to charge an additional processing fee to re-process any returned, redeemed Item.

12. TERMINATION

If your Profile with the Company is suspended, closed, cancelled or terminated, you remain responsible for all unpaid fees, including, without limitation, transaction fees, storage fees, or any other applicable fees, plus any interest and penalties thereon, as applicable. If you owe the Company any fees, we may terminate or suspend your Profile until such fees are paid. We may, at our sole discretion, either suspend or terminate your Profile if you violate these Terms of Service, our Terms of Use, our Privacy Policy, or any other policy published regarding the Services, or if we determine, in our sole discretion, that any of your actions have harmed or may harm the Company or a third party. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

13. PRIVACY

The Company values your privacy and understands your privacy concerns. Our Privacy Policy describes how we handle the information you provide to us when you use the Services. Our

Privacy Policy is incorporated into these Terms of Service, and it governs your submission of information to the Company.

14. COMMUNICATION PREFERENCES

By creating a Profile, you consent to receive electronic communications from the Company (e.g., via email, push notification, text messages, or other types of messages). These communications may include notices about your Profile (e.g., transactional information) and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Services and you may opt out of these communications through the Services or through your mobile device's operating system (with the possible exception of important service announcements and administrative messages) by emailing help@4k.com with the word "Unsubscribe" as the email's subject.

15. RIGHT TO REFUSE SERVICE

The Company reserves the right to, in our sole discretion, temporarily suspended, or deactivate your Profile and any listings of your Items and/or 4K NFTs, or to permanently close your Profile. We also reserve the right to refuse service to anyone, for any reason, and at any time. We may place a hold on your Profile or any associated crypto-asset wallet at any time, in our sole discretion.

16. FRAUD AND CRIMINAL ACTIVITY

If, in the Company's sole discretion, we suspect that you are using the Services in a fraudulent, deceptive, or criminal manner, we reserve the right to terminate or suspend your Profile immediately. Furthermore, we may hold an Item for an indefinite period of time until such issue has been resolved. Where applicable, we may share your information with third parties, including law enforcement, and reserve the right to pursue any and all criminal or civil actions related to your suspected fraudulent, deceptive, or criminal behavior.

17. REDEEMER CONTENT AND SUBMITTER CONTENT

We do not claim any ownership rights in or to any User Content; however, by inputting or uploading any User Content onto the Services, you grant the Company a license to your User Content in accordance with our Terms of Use. We are not responsible for any claims or information in any User Content posted through the Services.

18. RE-POSTING OF USER CONTENT

By posting User Content on the Website, it is possible for a third-party to re-post your User Content on another website. You agree to hold the Company harmless against any dispute concerning use of your User Content. If you post the image of any item offered for sale through the Services on another website, then such image posted on the other website must provide a link back to the listing on the Website.

19. SCOPE OF CONTROL

You are solely responsible for your conduct, interactions, and activities in connection with the Services. You agree to use the Services for lawful purposes only. You agree not to take any action that might affect the security of the Services, or render the Services partially or wholly inaccessible to others.

The Company does not endorse any company, content, items, assets, or other items listed on the Services or any other websites or other resources associated with any User of the Services. You agree that the Company shall not be, and is not responsible or liable for, any damage or loss, directly or indirectly, caused or alleged to be caused by or in connection with the use of or reliance on any content, items, assets, reviews, ratings, comments, or any other information available on the Services or on any websites or resource posted, linked to, or referenced via the Services.

20. PROFILE HOLDS

From time to time, the Company may place a hold (“**Hold**”) on your Profile. Some of the reasons that we may place a Hold on your Profile include but are not limited to the following: (i) if we have reason to believe that Items offered or your actions have violated this Agreement, may harm our business, are deceptive, misleading, unlawful or have harmed a third party or interfere with a third party contractual right; (ii) at the request of our payment processors or due to delayed payment; and/or (iii) if required in order to comply with a court order, subpoena, writ, injunction, or as otherwise required under applicable laws and regulations. If you have questions about a Hold we may have placed on your Profile, or need information about how to resolve the Hold, please contact us. Additionally, we may suspend your access to the Services while such Hold is in place.

21. ADDITIONAL INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY FOR AND FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD-PARTY DUE TO OR ARISING OUT OF (A) YOUR FAILURE TO ABIDE BY THESE TERMS OF SERVICE, THE TERMS OF USE, OUR PRIVACY POLICY, AND ANY OTHER DOCUMENT INCORPORATED BY REFERENCE

IN THESE TERMS OF SERVICE, (B) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD-PARTY, (C) YOUR USE OF THE SERVICES, INCLUDING THE REDEMPTION AND AUTHENTICATION SERVICES, (D) YOUR USER CONTENT, AND (E) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

22. RELEASE

YOU RELEASE THE COMPANY FOR AND FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, ARISING FROM, RELATED TO, OR IN CONNECTION WITH, (A) YOUR USE OF THE WEBSITE OR SERVICES, (B) THE USE OF THE WEBSITE BY OTHERS, (C) YOUR ACTIONS, INACTIONS, AND/OR OMISSIONS, (D) THE PROMOTION OR ADVERTISING OF ITEMS ON THE WEBSITE, AND (E) THE USE OF THE WEBSITE TO AUTHENTICATE OR REDEEM ANY ITEMS.

23. SEVERABILITY

If any provision of these Terms of Service is held to be unenforceable, then such provision will be modified to reflect the Company's intent and to become enforceable. All remaining provisions of these Terms of Service will remain in full force and effect. If two (2) or more provisions of these Terms of Service or any other agreement you may have with the Company are deemed to conflict with each other's operation, the Company shall have the sole right to elect which provision remains in force.

24. INJUNCTIVE RELIEF FOR BREACH

You agree that your obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage for which there will be no adequate remedy at law; and, in the event of such breach, the Company will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

25. NO AGENCY

You and the Company are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these Terms of Service or any other agreement.

26. ASSIGNMENT

This Agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns; provided, however, that the obligations under this Agreement shall not be

assignable by the User without written consent of the Company. The Company may assign this Agreement at any time without notice or consent.

27. SURVIVAL OF AGREEMENT

All sections which by their nature should survive the termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms of Service by the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

28. MISCELLANEOUS

Any dispute relating in any way to these Terms of Service shall be subject to the dispute, choice of law, termination, and other miscellaneous provisions set forth in the Terms of Use.

29. ISSUES

If you have any issues or questions regarding the Terms of Service please contact us at help@4k.com.

30. ENTIRE AGREEMENT

These Terms of Service, along with the Company's Terms of Use, Privacy Policy, and any other supporting agreements provided by the Company, constitute the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersede all prior or contemporaneous agreements or understandings written or oral, relating to its subject matter. Use of the Services is subject to all additional terms, policies, rules, or guidelines applicable to the Services. The Company may, from time to time, change these Terms of Service. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting the revisions unless otherwise stated. The Company may require that you accept modified Terms of Service in order to continue to use the Services. If you do not agree with the modified Terms of Service, then you should discontinue your use of the Services. Disputes arising under these Terms of Service will be resolved in accordance with the version of these Terms of Service that was in effect at the time the dispute arose.