

Terms and Conditions

THE AGREEMENT: The use of this website and services on this website provided by **Bored Ape Debutante Ball** (hereinafter referred to as "Website") are subject to the following Terms & Conditions, all parts, and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website (hereinafter collectively referred to as "Website") and any services provided by or on this Website ("Services").

1) DEFINITIONS

"Agreement" denotes to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Website.

Bored Ape Debutante Ball is a collection of digital artworks (NFTs) running on the Ethereum block chain. 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.

"We", "us" and "our" are references to **BOREDAPEDEBUTANTEBALL.CLUB**.

"User", "You" and "your" denotes the person who is accessing the website for taking or availing any service from us. User shall include the company, partnership, sole trader, person, body corporate or association taking services of this Website.

"Website" shall mean and include **BOREDAPEDEBUTANTEBALL.CLUB** and any successor Website of the Company or any of its affiliates.

Parties: Collectively, the parties to this Agreement (We and You) will be referred to as Parties.

NFTs "NFTs" means **Ethereum**-based tokens or other similar "non-fungible" token standard. NFTs are intended to be "non-fungible" tokens representing a unique Collectible; however, certain NFTs may be fungible with one another (i.e., all such NFTs are associated with the same Collectible Metadata) while being non-fungible with other NFTs (i.e., such NFTs are associated with different Collectible Metadata).

2) ASSENT & ACCEPTANCE

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE "TERMS") CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE SERVICES AND CONTENT. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL APPLICABLE TERMS. If you do not agree to these Terms or our Privacy Policy, then please cease using the Services immediately. We reserve the right to change these Terms at any

time (see “Changes to these Terms” below.) By accessing, browsing and/or using the Services after updates to these Terms have been posted, you agree to be bound by the updated Terms. THESE TERMS AND OUR PRIVACY POLICY CONSTITUTE A BINDING AGREEMENT BETWEEN YOU AND Bored Ape Debutante Ball.

Consequences of Non-Compliance

Your failure to comply with the Terms may result in the suspension or termination of your account and/or access to the Services and may subject you to civil and criminal penalties.

3) OWNERSHIP

- A. **You Own the NFT.** Each Bored Ape Debutante Ball is an NFT on the Ethereum blockchain. When you purchase an NFT, you own the underlying Bored Ape Debutante Ball, the Art, completely. Ownership of the NFT is mediated entirely by the Smart Contract and the Ethereum Network: at no point may we seize, freeze, or otherwise modify the ownership of any Bored Ape Debutante Ball.
- B. **Personal Use.** Subject to your continued compliance with these Terms, Bored Ape Debutante Ball grants you a worldwide, royalty-free license to use, copy, and display the purchased Art, 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 Bored Ape Debutante Ball / NFT, provided that the marketplace cryptographically verifies each Bored Ape Debutante Ball owner’s rights to display the Art for their Bored Ape Debutante Ball 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 Bored Ape Debutante Ball, provided that the website/application cryptographically verifies each Bored Ape Debutante Ball owner’s rights to display the Art for their Bored Ape Debutante Ball 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 Bored Ape Debutante Ball leaves the website/application.
- C. **Commercial Use.** Subject to your continued compliance with these Terms, Bored Ape Debutante Ball grants you an unlimited, worldwide license to use, copy, and display the purchased Art for the purpose of creating derivative works based upon the Art (“Commercial Use”). Examples of such Commercial Use would e.g., be the use of the Art to produce and sell merchandise products (T-Shirts etc.) displaying copies of the Art. For the sake of clarity, nothing in this Section will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of Bored Ape Debutante Balls generally, provided that the marketplace cryptographically verifies each Bored Ape Debutante Ball owner’s rights to display the Art for their Bored Ape Debutante Ball 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 Bored Ape Debutante Balls generally, provided that the third party website or application cryptographically verifies each Bored Ape Debutante Ball owner’s rights to display the Art for their Bored Ape Debutante Ball 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 Bored Ape Debutante Ball leaves the website/application; or (iii) earning revenue from any of the foregoing.
- D. **Feedback.** You may choose to submit comments, bug reports, ideas, or other feedback about the Site, including without limitation about how to improve the Site (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose

without additional compensation to you, and you hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the Feedback for any purpose.

4) PAYMENT

If you Select to purchase a NFT through the Site, any financial transactions that you engage in will be conducted solely through the Ethereum network. We will have no insight into or control over these payments or transactions, nor do we can reverse any transactions. We will have no liability to you or to any third party for any claims or damages that may arise because of any transactions that you engage or any other transactions that you conduct via the Ethereum network.

5) FEES AND TAXES

Neither Bored Ape Debutante Ball nor any other Bored Ape Debutante Ball Party is responsible for determining the withholding, sales, use, value added, transfer or other taxes, together with any interest and penalties imposed with respect thereto ("Taxes"), that apply to your NFT transactions. You agree that you are solely responsible for determining what, if any, Taxes apply to your NFT transactions and to withhold, collect, report, and remit the correct amounts of Taxes to the appropriate taxing authorities

6) AGE RESTRICTION

you affirm that you are over the age of 18, as the platform is not intended for children under 18. if you are 13 or older but under the age of 18, or the legal age of majority where you reside if that jurisdiction has an older age of majority, then you agree to review these terms with your parent or guardian to make sure that both you and your parent or guardian understand and agree to these terms. you agree to have your parent or guardian review and accept these terms on your behalf. if you are a parent or guardian agreeing to the terms for the benefit of a child over 13, then you agree to and accept full responsibility for that child's use of the platform, including all financial charges and legal liability that he or she may incur.

7) INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by us are the property of Bored Ape Debutante Ball, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Our IP"). You agree that we own all rights, title, and interest in and to the Our IP and that you will not use Our IP for any unlawful or infringing purpose. You agree not to reproduce or distribute Our IP in any way, including electronically or via registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without express written permission from us.

- To make the Website and Services available to you, you hereby grant us a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content you publish, upload, or otherwise make available to the Website ("Your Content"). We claim no further proprietary rights in your Content.
- If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

8) USER OBLIGATIONS

As a user of the Website or Services, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for

ensuring the accuracy of this information. This identifying information will enable you to use the Website and Services. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. An email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information. Providing false or inaccurate information or using the Website or Services to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

9) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of BOREDAPEDEBUTANTEBALL.CLUB.

- You further agree not to use the Website or Services:
- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any of our intellectual property rights or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- To unlawfully gather information about others.

10) ASSUMPTION OF RISK

You accept and acknowledge each of the following:

- To the extent that you sell your NFT, please be aware that the prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs and impact the price of your NFT both positively and negatively. Given the volatility, NFTs such as NFT should not be considered an investment. You assume all risks in that connection.
- Ownership of a NFT confers ownership of digital artwork only. Accordingly, no information on this Site (or any other documents mentioned therein) is or may be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this Site 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, **Bored Ape Debutante Ball** 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 NFT and the associated art follows laws and regulations in your jurisdiction.
- You assume all risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.
- 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 NFT. You understand and accept all risk in that regard.

- You assume all responsibility for any adverse effects of disruptions or other issues impacting Ethereum or the Ethereum platform.

11) INDEMNIFICATION

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website or Services, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select its legal counsel and may participate in its defense if we wish.

12) EXCLUSION OF LIABILITY

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user using the BOREDAPEDEBUTANTEBALL.CLUB Website including loss of data or information or any kind of financial or physical loss or damage.

In no event shall Bored Ape Debutante Ball, nor its Owner, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content attained from the Service; and (iv) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage, and even if a cure set forth herein is originated to have futile of its important purpose.

13) SERVICE INTERRUPTIONS

We may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused because of such downtime.

14) TERM, TERMINATION & SUSPENSION

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If you have registered for an account with Us, you may also terminate this Agreement at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

15) "AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own

behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

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.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

16) NO WARRANTIES

You agree that your use of the Website and Services is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Website or Services will meet your needs or that the Website or Services will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to you, through your computer system, or because of the loss of your data from your use of the Website or Services is your sole responsibility and that we are not liable for any such damage or loss.

17) LIMITATION ON LIABILITY

We are not liable for any damages that may occur to you because of your use of the Website or Services, to the fullest extent permitted by law. This section applies to any claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

18) CHANGES TO THE TERMS AND CONDITIONS

We may make changes to the Terms at our discretion. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not access or use the Site.

19) DISPUTE RESOLUTION; ARBITRATION

All disputes arising out of or in connection with these Terms, including without limitation your access or use of the Site, or to any products sold or distributed through the Site, will be referred to and finally resolved by arbitration under the rules of the American Arbitration Association. The case will be adjudicated by a single arbitrator and will be administered by the American Arbitration Association in accordance with its applicable rules. Each party will cover its own fees and costs associated with the arbitration proceedings. The place of arbitration will be New York, New York. The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, we may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction.

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE SITE OR ANY PRODUCTS SOLD OR DISTRIBUTED THROUGH THE SITE, OR THE SMART CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.