

TERMS & CONDITIONS

Code for California' (the "Company" or "we" or "us") website is made available to you in accordance with the following terms and conditions (the "Terms"). It is important that you read the Terms carefully, as your use of the website will automatically constitute your agreement to be legally bound by the terms and conditions set out herein. These Terms also govern your use or ordering of the products provided through or in connection with the website (hereafter "Company Products").

DISCLAIMERS AND LIMITATION OF LIABILITY.

The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. Company makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive. You expressly agree that your use of the website is at your sole risk.

Company makes no representations or warranties of any kind, express or implied, as to the products included on the website or as the merchandise being offered to you. To the fullest extent permissible by applicable law, Company disclaims all warranties, express or implied, including but not limited to implied warranties of quality, merchantability, fitness for a particular purpose and non-infringement, and there are no warranties, express or implied, which extend beyond the description of the merchandise. Company will not be liable for damages of any kind arising from the products, including but not limited to direct, indirect, incidental, punitive and consequential damages, loss of profit, revenue, opportunity, or data. This disclaimer of liability applies, without limitation, to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of record, whether for breach of contract, tortious behaviour, negligence, or under any other cause of action (including extra-contractual liability). If you are dissatisfied with the website, your sole remedy is to discontinue use of the website.

In addition to the foregoing general disclaimer, Company specifically disclaims liability, and you hereby waive and release any and all claims, arising out of or in connection with: any blockchain or related technology; any digital wallet, (including but not limited to MetaMask) or similar technology or related service; the transfer or loss of any NFT or the inability to demonstrate ownership or control of any NFT, and any marketplace or other platform for buying, selling or transferring any NFT.

Company recognises that any data provided by you to us is extremely important and we shall, therefore, be particularly sensitive in handling such data. You are advised that there are inherent security risks in transmitting data, such as emails, addresses or other personal information, via the website, because it is impossible to safeguard completely against unauthorised access by third-parties. Company shall not sell any personal information to any third parties. Company shall not be held liable for any damages incurred as a consequence of such security risks or for any related acts of omission on our part. Nevertheless, Company shall use commercially reasonable to safeguard your data, subject to this cautionary limitation.

Company shall have no liability to you for any failure to deliver or for any delay in doing so for any damage or defect to the goods which is caused by any act or circumstance beyond our reasonable control including, without limitation, strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

FOR CLARITY, IN NO EVENT SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, COST OF COVER DAMAGES OR INTANGIBLE LOSSES OF ANY KIND ARISING FROM YOUR USE OF THE WEBSITE, YOUR INABILITY TO USE THE WEBSITE, OR THE PRODUCTS OR SERVICES OFFERED THROUGH THE WEBSITE, EVEN IF COMPANY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding the foregoing, in the event that Company is found liable in respect of any loss, damage or cause of action (whether contractual, extra-contractual or otherwise) arising out of or in connection with (i) these Terms or any of the features or functionalities of the website or its content, or your use or inability of use thereof, Company's liability shall not exceed the amount paid for use thereof or access thereto; or (ii) any product sold through the site, Company's liability shall be strictly limited to the sale price of that product.

GOVERNING LAW AND DISPUTE RESOLUTION.

These Terms will be governed by California Code of Regulations, regardless of the conflict of law provisions thereof and regardless of where you live or from where you access or use the website or order products therefrom.

As a condition of using the website, you and we agree that any and all disputes, claims and causes of action (collectively, "Claims") arising out of or connected with the website (except for small claims court Claims, if applicable) shall be resolved exclusively by binding arbitration under the rules of the American Arbitration Association ("AAA"), including the Supplementary Procedures for Consumer-Related Disputes, for full and final settlement of such Claim applying the Federal Arbitration Act and other federal arbitration laws. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THESE TERMS. YOU AND WE ALSO AGREE THAT (A) ANY CLAIMS WILL BE RESOLVED INDIVIDUALLY NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE, MEMBER OF OTHERWISE ON BEHALF OF OTHERS IN ANY PURPOSED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING AND NOT THROUGH ANY CLASS ACTION, (B) IF A CLAIM PROCEEDS IN COURT ANYWAY, WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL; AND (C) EITHER YOU OR WE MAY SEEK A COURT INJUNCTION REGARDING INTELLECTUAL PROPERTY INFRINGEMENT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY. Although court review of an arbitration award may be limited, an arbitrator is empowered to award the same damages and relief as a court, including injunctive relief or statutory damages. Notwithstanding the foregoing, either party may seek temporary or emergency equitable relief to enforce its rights in any court of competent jurisdiction.

MISCELLANEOUS.

These Terms (along with other policies found on Company's website) contain the entire agreement between the parties and replaces all prior oral and written agreements. No oral modifications, express or implied, may change the terms of this agreement. The parties have not relied on any representations or promises relating to the subject matter of this agreement except those contained within the four corners of this agreement.

These Terms and other agreements relating to the website do not constitute a joint venture, partnership, agency, employment or fiduciary relationship between the parties, except when one is expressly stated. Neither party nor its agents have any authority to

bind the other party, and the relationship of the parties is that of buyer and seller, or independent contractors in certain circumstances.

These Terms inure to the benefit of and binds the successors, assigns, heirs, executors and administrators of the parties. However, you may not assign or delegate any right or duty hereunder without written consent from Company. Any attempt to do so is null and void.

If any provision of these Terms is held invalid or unenforceable, the remainder of the Terms will remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it will remain in full force and effect in all other circumstances.