

The 8102 Terms of Service

Updated: August 27, 2023

Please take the time to carefully read these Terms of Service (also “terms”) before using this website and/or minting or buying a The 8102 NFT. By using our website you agree to be bound to our terms without modifications. If you disagree with these terms do not use this website and do not mint or buy a The 8102 NFT.

Introduction & Definitions

The 8102 (hereafter referred to as “we”, “us”, or “our”) comprises collections of NFTs (Non-Fungible-Tokens), a type of digital collectible that is based on the Ethereum network. Our website The8102.com (the “site”, “website”) is owned and operated by us and provides information about our NFT collections and allows users to mint these collections as long as supplies last.

OUR DIGITAL COLLECTIBLES ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY. The user of this website agrees to that.

Our NFTs are NOT “SECURITIES,” AS DEFINED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY U.S. STATE.

Web services, platforms, and applications are owned and operated by us under the “The 8102” brand as well as linked and related networks, ecosystems, creative works (including, but not limited to The 8102: Yachts, The Order of the Golden Yacht, The 8102: Comics, The 8102: Combatants, which feature a range of related storylines and characters, including, but not limited to, Bored Ape Yacht Club #8102 Gerry Hoffmann and Mutant Ape Yacht Club #26205 Tommy Hoffmann), products, materials, pages, features, and tools offered by us via any kind of digital platform (the “platform”).

The term “you” refers to any individual who accesses or uses the website at any time, for any purpose, from any location, using any device, or through any third-party services.

By using this website and its connected services, you acknowledge and agree that they are provided “as is” and “as available” without any warranty. You also accept sole responsibility for any transactions involving The 8102 digital collectibles and understand that your Ethereum public address will be made visible to the public whenever you engage in a transaction with any of our smart contracts. By using this website, you accept these terms in their entirety

Using this website, which includes linking your wallet to the website or to a third-party smart contract used by the site, does not guarantee that you will have access to all of the site’s features or that we will enter into any other kind of agreement with you beyond these terms of service.

Changes to Terms

These terms may be modified or replaced at any time at our sole discretion. Upon posting an updated version of these terms on our website any changes or modifications will be effective immediately. You shall be responsible for reviewing and becoming familiar with any such modifications. You waive any right you may have to receive specific notice of such changes or modifications. Your usage of the website after any modification to these terms constitutes your acceptance of the terms as modified.

Privacy Policy

By using this website, you acknowledge that any personal information you provide to The 8102 will be handled in accordance with our privacy policy. For more information about our privacy practices, please refer to the privacy policy located here: <https://www.the8102.com/privacy-policy>. If you do not wish to receive communication from The 8102, you can opt out by following the instructions provided in the relevant communications or by emailing support@the8102.com.

Electronic Communications

By visiting the site or sending emails to The 8102, you are engaging in electronic communications and consent to receiving electronic communications from us. Furthermore, you agree that any legal requirements for written communications are satisfied by the electronic communications we send you via email or through the site.

Children under Eighteen

Anyone under the age of 18 is considered by us as a child. Our products and services are not aimed directly at children and we do not intentionally collect personal information from children under 18, whether online or offline. If you are under 18, you can only use our site with the permission of a parent or guardian. Please contact us at support@the8102.com if you have reason to believe that we have collected personal information about a child without the consent of their parent or guardian so we can delete the data as soon as possible or ensure that it will not be used for any purpose.

Access to the Website

To access certain features on this website, you have to create and link a non-custodial web3 cryptocurrency wallet (such as MetaMask) to our website, one of our smart contracts, or to a third-party smart contract designated by The 8102. If you use MetaMask, you agree to their terms and conditions and acknowledge that ConsenSys Software Inc. is a service provider acting as an intermediary. You also agree to abide by the MetaMask terms of use located at <https://consensys.net/terms-of-use/> and any other applicable terms required by MetaMask.

When using our website, one of our smart contracts or a third-party smart contract, you may also be subject to the terms and policies of any intermediaries involved in the transaction, such as app store providers, cryptocurrency exchanges, or payment

services providers. If there are any conflicts between our terms and an agreement with an intermediary, our terms will prevail and take precedence.

Transactions & Cancellation Policy

The management and security of your own private Ethereum wallets and validating all transactions and contracts generated by this website before approval are your sole and entire responsibility. Since The 8102 smart contracts run on the Ethereum network, there is no possibility to undo, reverse, or restore any transaction. No cancellations or refunds will be offered by The 8102 once a transaction occurs on the blockchain.

When you engage in activities on a blockchain, such as minting and transferring an NFT or completing a transaction, you may be required to pay transaction fees, also known as gas fees. Before completing a transaction or minting and transferring an NFT, your wallet provider will let you know the gas fees you need to pay. You acknowledge that gas fees are non-refundable in all cases.

The 8102 NFTs will be offered for sale, rent, or lease (if staked) on the website or through third-party smart contracts designated by us, at the prices and terms listed on the website or in the applicable smart contract.

Before transferring any NFT to your wallet or completing a transaction, the cost of the item or transaction and any associated costs (such as gas fees) will be permanently deducted from your wallet. This total cost will be indicated to you at the time of purchase.

The purchased NFT will be transferred to your wallet once the payment is received to cover the total cost for the relevant NFT or transaction.

When you receive the NFT, you will also take on all associated risks and responsibilities. The 8102's disclaimers and limitations of liability, as stated in these terms, will remain in effect even if you sell, transfer, or give up the NFT. The responsibility to inform any future owners of the NFT about these disclaimers and limitations of liability lies with you.

Intellectual Property

The 8102 Website

The title, legal right and interest in all elements of this website, including but not limited to images, text, information, graphics, designs, computer code and logos (collectively, and severally "The 8102 content") are the property of The 8102 unless explicitly stated otherwise. All trademarks, logos, service marks, and trade names on this website are the property of The 8102 or their licensors. All rights in brand-, trade- or product names, designs, service marks, slogans, and logos, whether or not appearing with a trademark symbol and whether or not registered, belong exclusively to The 8102 or their respective owners and, together with The 8102 content, are protected from use, misuse, imitation, unauthorized copying, reproduction, dilution,

dissemination or misleading or confusing uses by national and international trademark and intellectual property law.

The 8102 reserves all rights in and to The 8102 content not expressly granted to you in these terms.

Using our website does not give you ownership or any other rights to the content or materials on the platform, unless explicitly stated in these terms.

You are prohibited from copying, modifying, creating derivative works based on, reproducing, publishing, broadcasting, distributing, transmitting, performing, licensing or otherwise exploiting any The 8102 content or other proprietary rights not owned by you in whole or in part for any purpose whatsoever without The 8102's prior written consent and that of any applicable rights owners.

The 8102 NFT Collections

If you hold a The 8102 NFT you may display your NFT(s) but do not have any legal ownership of the copyrights, trademarks, or other intellectual property rights to the underlying creative work unless otherwise granted. This limited license to display the NFT(s) includes, but is not limited to, the right to display them privately or publicly. This includes discussing, sharing, promoting, or commenting on a The 8102 NFT on social media platforms or other digital media as well as listing the NFT(s) on digital marketplaces in order to sell or trade them. The license does not grant holders the rights to use them for any other commercial purposes without The 8102's express prior written consent.

Feedback

By submitting any suggestions, modifications, or ideas about the website (referred to as "feedback") or The 8102 content to support@the8102.com, you agree that we have the right to use and share your feedback in any way we see fit, without compensating you. This includes the right to disclose your feedback to third parties, and to use it in any way necessary to improve the website and The 8102 content. You also give us a permanent, royalty-free, irrevocable, non-exclusive, worldwide license to use your feedback for any purpose.

Holders' Benefits

Holding a The 8102 NFT may entitle you to exclusive opportunities, benefits, or experiences at the discretion of The 8102. However, it is not guaranteed that holders will receive any advantages or attain specific results as a result of owning a The 8102 NFT. The 8102 reserves the right to refuse, restrict or revoke any benefits to any holder for any reason at any time. These benefits do not signify support or endorsement for any NFT, project, creator, individual, or any other thing, and The 8102 does not offer any investment advice or suggestions as a result of holding or owning a The 8102 NFT.

Links to Third Party Sites and Services

Our website may provide links to third-party websites or other resources. We provide access only as a convenience and the inclusion of any link does not imply endorsement by The 8102 of the third-party website or any association with its operators. We have no control over the content, products, or services on or available from those resources or links displayed on such websites. You acknowledge and assume sole responsibility for all risk arising from your use of any third-party resources.

General Prohibitions

You are prohibited from modifying, translating, or reverse engineering any part of the website or any smart contract; using the website or any smart contract for fraudulent, dishonest, or abusive activities, or to violate the legal rights of others; engaging in any activities in relation to The 8102, the website, or The 8102 NFTs that violate applicable laws or regulations; using the website or any smart contract to violate or attempt to violate the security of any computer network, or to engage in any cyber-attacks or hacks; using software, devices, or processes to "crawl" any page of The 8102 website, or to attempt to obtain the source code of the website; or exploiting the website or any smart contract for unauthorized commercial purposes. The 8102 reserves the right to take legal action, including referral to law enforcement, for any activities deemed potentially illegal or unauthorized by The 8102. You agree to report suspicious activities of other The 8102 holders to the The 8102 team at support@the8102.com.

You are not allowed to make any changes, translations, or reverse engineer any part of the website; use software, devices, or processes to scan or access any pages or The 8102 media of the website, or try to obtain the source code of the website; use the website or any smart contract for unauthorized commercial purposes; conduct any actions related to The 8102, the website, or The 8102 NFTs that violate any laws or regulations; engage in any deceitful, abusive, or dishonest practices or violate the legal rights of others while using the website or any smart contract; or attempt to violate the security of any computer network or engage in any cyber-attacks or hacking through the use of the website or any smart contract. The 8102 reserves the right to take legal action, including reporting to law enforcement, for any activities deemed as potentially unauthorized or illegal by The 8102. You agree to report any suspicious activities of other The 8102 holders to The 8102 team at support@the8102.com.

Warranty Disclaimer

The site is provided "as is," without warranty of any kind. Without limiting the foregoing, we explicitly disclaim any implied warranties of fitness for a particular purpose, merchantability, quiet enjoyment and non-infringement, and any warranties arising out of course of dealing or usage of trade. We make no warranty that the website will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on our website. Any reliance you place on such information or content is strictly at your own risk.

Dispute Resolution

You agree to resolve any disputes or claims related to these terms and The 8102 NFTs through binding arbitration. You also agree to not participate in class or representative actions and waive your right to sue in court or have a jury trial. Any disputes will be resolved through individual arbitration with Singapore International Arbitration Centre (SIAC) and the proceedings will take place in the jurisdiction of the Republic of Singapore. You and The 8102 also agree to maintain confidentiality of any arbitration proceedings, unless disclosure is necessary for preparation or as required by law or judicial decision. You and The 8102 also agree to split the costs of arbitration, unless you are a consumer in which case The 8102 will pay the remaining fees. If any part of the agreement is found to be unenforceable or unlawful, it will be severed and the rest of the agreement will still be in effect.

Class Action Waiver

You and The 8102 agree that each party may bring claims against the other in relation to these terms only in each's individual capacity, and not as a plaintiff or class member in any putative class, collective and/ or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both you and The 8102 agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Indemnification

To the maximum extent permitted by law, you agree to release and indemnify, defend and hold harmless The 8102 from and against all liability for or in respect of any claims, demands, suits, actions, or proceedings including (but not limited to) all costs, expenses (including reasonable attorney's fees), loss, or damage arising out of or in connection with a breach of any of these terms, including any liability arising as a consequence of personal injury to or death of any person or damage to property.

All releases and indemnities survive the termination or expiry of these terms of service..

Assumption of Risk

You agree to the following:

(i) The value of blockchain assets, including The 8102 NFTs, is subject to extreme fluctuations in market prices, and changes in the value of other digital assets could negatively impact the value of your NFTs. There is no guarantee that The 8102 NFTs will have any value or that any value they possess will be maintained.

ii) The 8102 NFTs are not minted or purchased by you with the intention of making a profit or financial gain. There may or may not be a secondary market for The 8102 NFTs in the future and the resale value of the NFTs is likely to be zero. You also acknowledge that you do not expect to resell your The 8102 NFT(s) and that the purchase is solely for the enjoyment of the NFT's utilities and artistic uniqueness.

(iii) The use of digital assets such as non-fungible tokens and cryptocurrencies carries risks, including problems with hardware, software, internet connections, and the potential for hacking or unauthorized access to a digital "wallet". The 8102 will not be held liable for any such risks, regardless of the cause.

(iv) Any updates or changes made to the Ethereum network, such as a hard fork or a discontinuation of the platform, or any shift in the way transactions are processed on the Ethereum network could lead to unwanted and negative impacts on all blockchains utilizing such technologies, such as The 8102 NFTs.

(v) The 8102 will not be held responsible for any transactions made between you and a third party, such as the purchase of a The 8102 NFT from a secondary market. We will also not be liable for any costs or taxes that may result from such a transaction.

Limitation of Liability

The 8102 and its directors are not deemed to provide any financial advice, investment advice or recommendation in the context of these terms and The 8102 NFTs.

To the fullest extent permitted by applicable law, all information, software, products, services and related graphics on the website are provided "as is" without warranty or condition of any kind. The 8102 hereby disclaims all warranties and conditions with regard to the information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the fullest extent permitted by applicable law, in no event shall The 8102 be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, contracts, production, profits, anticipated savings, business opportunity or reputation, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort (including negligence), strict liability or otherwise, even if The 8102 has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the site, or with any of these terms, your sole and exclusive remedy is to discontinue using the site.

To the fullest extent permitted by law, The 8102's aggregate liability for all loss or damage arising out of or in connection with these terms, including any breach of these terms however arising, in tort (including negligence), under any statute, customer, law or on any other basis, is limited to the aggregate amount of 1,000 Singapore Dollars.

If you are in a jurisdiction which prohibits the exclusion of certain warranties and limitations of liability provided in these terms, some of the above limitations and

disclaimers may not apply to you. If we are not able to legally disclaim any implied warranties or limit our liabilities under applicable law, the scope and duration of any implied warranty and the extent of our liability will be the minimum allowed by law.

By accepting these terms, you confirm that:

- i) You have enough knowledge and experience with blockchain technology and understand its uses, features, storage, and transmission methods, as well as the risks associated with using the website and purchasing NFTs.
- ii) You have received enough information to make an informed decision about purchasing The 8102 NFT, including reviewing the smart contract code and understanding the NFT's metadata.
- iii) Before participating in any transactions related to The 8102 NFTs, you have thoroughly evaluated the smart contract to ensure it functions as intended.
- iv) You are legally allowed to use the website in your jurisdiction, and understand that we are not responsible for your compliance with local laws.
- v) You accept full responsibility and liability for the outcome of any transactions you participate in, regardless of whether the smart contract, website, or other participants behave as expected.
- vi) The 8102 NFTs can be purchased with Ether, and The 8102 reserves the right to modify, add, or remove other acceptable forms of cryptocurrency. By making payments for NFTs with cryptocurrency, you confirm that you are the lawful holder of such funds and understand that The 8102 will not be held responsible for any payment not being received, including issues on the blockchain.

Governing Law

This agreement is governed by the laws of Singapore and you hereby consent to the exclusive jurisdiction and venue of courts in such jurisdiction, with respect to all disputes arising out of or relating to the use of the website not arbitrated in accordance to the previous arbitration agreement. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms, including, without limitation, this section.

Access Restriction and Termination

The 8102 reserves the right to suspend, limit, or terminate your access to the website at our sole and absolute discretion, without notice and without any liability for damages or losses suffered by you or any other person or entity, in addition to all other legal rights and remedies available to us. Under no circumstances shall The 8102 or any person or entity indemnified in accordance with these terms be held responsible or liable for any direct or indirect losses (including, but not limited to, loss of profits, business or opportunities), damages or costs suffered by you or any other person or entity due to any such suspension, limitation, or termination of access to

the website. Furthermore, The 8102 shall retain the absolute authority to modify or delete inactive user accounts at our sole discretion.

After these terms are terminated, certain provisions will continue to apply, including those relating to limitations of liability, indemnification, intellectual property restrictions, and the use of your data. The 8102's rights and liabilities that have accumulated up to the time of termination of these terms or the limitation or cessation of your access to the website will not be affected.

Contact Us

If you have any questions regarding these terms, please send us an email to support@the8102.com.