

TERMS OF SERVICE

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1. SERVICES

The 1b1 platform (“Platform”) is established, operated and maintained by Opn for the facilitation of access to NFT tokens (“NFTs”). Users may use the Platform to gain access to the NFTs

offered through the Platform (“Services”). The User is required to connect their digital wallet on supported bridge extensions such as MetaMask. We are not responsible for any loss or damage that may arise from usch integration.

You understand that the Platform only permits access to the NFTs and does not provide you with any warranty or representation whatsoever regarding its quality, fitness for purposes, completeness or accuracy.

If you decide to purchase NFTs through the Site, that purchase (i) may be subject to additional terms you agree upon for the purchase and sale of the NFT (the “1b1 License Agreement”), (ii) may be required to provide additional user due diligence documents as requested, and (iii) may be subject to limitations described on the Site, including, but not limited to eligibility and sale restrictions, as determined and set forth by Opn in its sole and absolute discretion.

Nothing herein this Site is intended as a recommendation to purchase, sell or hold any security or that you pursue any investment style or strategy including without limitation, into Opn, any of its affiliates, representatives or other corporations in which Opn has an interest in. Under no circumstances is the Site, its Contents or any other material therein intended to be, nor should you construe the same, as any form of accounting, legal, investment, tax or other advice howsoever from us. The information contained in this Site is not intended for investors and does not provide information material to an investor’s decision to invest in any corporation whether related to Opn or otherwise. The past performance of any investment, investment strategy or investment style is not necessarily indicative of future performance, and it should not be assumed that the results of any corporation listed on this Site will be achieved for any other corporation. You should always consult with and seek the advice of your own independent qualified advisors as to any legal, tax and economic implications relating to any investment opportunity as well as its suitability against your own portfolio.

Under no circumstances should any information or content on this Site, be considered or intended howsoever, as:

- an offer to sell or solicitation of interest to invest in or purchase any securities in Opn, the Opn group, the portfolio companies or any other companies related to the Opn group together with any affiliates or representatives of any of the foregoing
- any form of material amounting to information to prospective investors considering an investment into Opn, the Opn group, the portfolio companies or any other companies related to the Opn group together with any affiliates or representatives of any of the foregoing
- endorsements of or testimonials to or endorsement to a prospective investor considering an investment into any company related to the Opn group, of any alleged track record of the investment performance of Opn or performance of any company under the Opn group
- any form of investment advisory service or financial advice

2. CONDITIONS OF ACCESS

You agree that your access to and use of this Site shall be conditional upon your agreement to comply with and observe all applicable laws, regulations and directives including without limitation the laws of Japan as well as these Terms. Further, you acknowledge and agree that your rights of access to and use of this Site is conditional upon and made subject to Opn's grant to you of a non-transferable, non-exclusive, revocable, limited license to use and access the Site solely for your own personal, noncommercial use upon your continued compliance with the restrictions set out herein these Terms.

Particularly, the license granted by Opn to you is subject to the following restrictions, that you shall not:

- (a) use this Site other than for lawful and proper purposes only and in any event in accordance with these Terms
- (b) intentionally create any circumstances whereby other users are affected in their access to, and use of, the Site and/or the Contents

- (c) upload, post, email, transmit or otherwise make available any content or material that –
- (i) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable or which creates liability on Opn’s part;
 - (ii) constitutes any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
 - (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
 - (iv) interferes or attempts to interfere with the operation or functionality of this Site; or to obtain or attempt to obtain unauthorized access, via whatever means, to any of Opn’s systems or any other devices connected howsoever;
 - (v) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
 - (vi) is otherwise in violation of any law, regulation, or obligations or restrictions imposed by any third party.
- (d) make any attempt to penetrate, modify or manipulate the Site to invade the privacy of any other user of the Site or otherwise spoof or impersonate any individual or entity
- (e) license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site
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4. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

You acknowledge and agree that the risk of acquiring a NFT; holding and using the NFT; and transferring your NFT to others rests entirely with you. We are not responsible if your NFT becomes inaccessible to you for any reason.

You acknowledge that the artwork associated with your NFT could be copied and distributed by someone else, and that we cannot guarantee that additional copies of the artwork associated with your NFT will not be created by others. You also acknowledge and agree that we or any third party on our behalf could make additional copies of, and distribute, the artwork associated with your NFT, respectively, and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in such artwork.

You acknowledge and agree that there are risks associated with purchasing, holding, and using your NFT. By purchasing, holding and using a NFT, you expressly acknowledge and assume all risks including, but not limited to: forgotten passwords; inability to access or use your digital wallet for any reason; mistyped addresses or improperly constructed instructions when transmitting or receiving 1b1 NFTs or any cryptocurrency; errors in the smart contract that mints any NFT; errors in the NFT associated with your 1b1 NFT; errors in our Website or Services; inability to access or transfer any NFT; inability to view or display the artwork; blockchain malfunctions or other technical errors; server failure or data loss; telecommunications failures; unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies); taxation of NFTs or cryptocurrencies; uninsured losses; unanticipated risks; volatility risks in the value of NFTs and cryptocurrencies; changes to the protocol rules of the Ethereum blockchain (i.e., “forks”), cybersecurity attacks; weaknesses in the security of 1b1

NFTs; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code, the use of phishing, sybil attacks, 51% attacks, or brute forcing; and other means of attack that affect, in any way, the 1b1 NFTs (the foregoing, collectively, “Services Risks”). If you have any questions regarding the Services Risks, please email us at legal@opn.oo

You acknowledge and agree that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Terms and to appreciate the risks and implications of purchasing a NFT or minting or entering into a Secondary Transaction.

You acknowledge and agree that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. You acknowledge that your purchase of a NFT complies with applicable laws and regulation in your jurisdiction.

You acknowledge and agree that the prices of blockchain assets are extremely volatile, subjective and have noninherent or intrinsic value. Fluctuations in the price of other digital assets could materially and adversely affect NFTs, which may also be subject to significant price volatility. In addition, a lack of use or public interest in NFTs could negatively impact the potential utility or value of your NFT. Each NFT has no inherent or intrinsic value. We cannot guarantee that any purchasers of any NFT will retain their original value, as their value is inherently subjective and factors occurring outside of the Services may materially impact the value and desirability of any particular NFT.

You acknowledge and agree that your NFT exists only by virtue of the ownership record maintained on the Ethereum blockchain. Any transfer of your NFT occurs within the Ethereum blockchain and not on the Service or Website.

You acknowledge and agree that any minting, sale, transfer, or other use or distribution of any NFT is entirely your own decision and entirely at your own risk, and that Opn has no liability or responsibility of any kind in connection therewith.

5. PAYMENTS

By buying or selling an NFT on the 1b1 platform or any other platform, you agree to pay all applicable fees and, if applicable, you authorize the platform to automatically deduct fees (including but not limited to transaction fees) directly from your payments for the Primary Transaction or subsequent Secondary Transaction (as defined below). Transaction fees for which you are responsible include “Gas Fees” which are fees imposed for every transaction on the Ethereum blockchain. When you purchase each NFT via a Primary Transaction or seek to transfer your NFT via a Secondary Transaction, you may incur Gas Fees. Gas Fees are imposed by the network of computers that operate the Ethereum blockchain and are not paid to Opn. Note that Gas Fees often fluctuate based on a number of factors. You are responsible for ensuring your digital wallet address has a sufficient amount of cryptocurrency to cover your purchase as well as any Gas Fees or other transaction costs.

You also are solely responsible for payment of all taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any governmental authority or taxing jurisdiction, including, without limitation, any income, sales, use, value added (“VAT”), goods and services and other taxes and duties associated with your use of the Services and your purchase of any NFT from any party. You will not be entitled to deduct the amount of any such taxes or amounts levied in lieu thereof from payments made to us pursuant to these Terms. You are solely responsible for any tax reporting for transactions in which you may be a seller of any NFT.

Secondary Sales. You may have the limited right to sell or transfer your NFT on certain smart contract enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs (“Secondary Transactions”). We do not monitor or control any Secondary Transactions purchases or sales, or any other activity beyond that on the Site.

NFTs may not be compatible with all secondary marketplaces, and we make no guarantee about the availability or functionality of any secondary marketplace. You acknowledge and agree that all NFT purchases, transfers, and sales will be entirely at your sole risk, and that we are not a party to any agreement or transaction you conduct on any secondary marketplace, even if it was initially purchased via our Service and even if we receive a Royalty Payment (as defined below).

All Transactions are subject to the following terms: (i) the transferee of the 1b1 NFT (the “Transferee”) shall, by receiving an ownership interest in the 1b1 NFT, be deemed to accept all of the terms of the 1b1 License Agreement; (ii) the transferor of the 1b1 NFT (the “Transferor”) shall provide notice to the Transferee of the 1b1 License Agreement, including a link or other method by which the terms of the 1b1 License Agreement can be accessible by the Transferee; (iii) the Transferor shall pay a royalty payment (see below for details) of the gross amounts paid by the Transferee (the “Royalty Payment”) to Opn, DoseArt and Artist by smartcontract . You acknowledge and agree that the amounts payable under this section herein shall be paid on the same terms and at the same time as Transferor is paid by the Transferee.

Royalty Payments

Artist name	Collection name	Royalty fee
Suntur	8760 hours	8%
Beardy10	Beardy Tribe	10%

6. DISCLAIMERS

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We will not be responsible or liable to you for any loss and take no responsibility for, and will not be liable to you for, any use of crypto assets, including but not limited to any losses, damages or claims arising from: (a) user error such as forgotten passwords, incorrectly constructed transactions, or mistyped addresses; (b) server failure or data loss; (c) corrupted wallet files; (d) unauthorized access to applications; (e) any unauthorized third party activities, including without limitation the use of viruses, phishing, bruteforcing or other means of attack against the Service or crypto assets.

CRYPTO ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM.

WE DO NOT GUARANTEE THAT OPN OR ANY OPN PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY CRYPTO ASSETS.

You acknowledge that access to, and use of the Site and the Contents are at your own risk and discretion and that you agree to indemnify and hold harmless Opn at all times against any and all actions, proceedings, costs, claims, expenses (including legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever and howsoever arising, including without limitation, claims made by any third party and claims for defamation, infringement of intellectual property rights, death, bodily injury, wrongful or misuse of computers, unauthorized or illegal access to computers (including but not limited to hacking), property damage or pecuniary losses which Opn may sustain, incur, suffer or pay arising out of or in connection with your access to and or use of the Site and the Content, whether or not such access or use was authorized or whether it was due to any act or omission on your part; the foregoing which shall be without prejudice to any other rights and remedies which avail to Opn in law.

8. PRIVACY AND SUBMISSION OF INFORMATION

Terms applicable to your privacy and the protection of personal data when you access and/or use the Site and its Contents or otherwise submit information to us are set out in our privacy policy which is available in full at www.lbl.art.

Unless restricted by applicable law, you agree that any and all personal information provided by or collected from you may be used and disclosed for such purposes and such persons as may be in accordance with Opn's privacy policy from time to time in force.

By providing Opn with any information or materials, you understand, acknowledge and agree that unless otherwise agreed in a separate contract between Opn and you or required by applicable law, Opn shall not be under any obligation of confidentiality towards you and such

information and/or materials will not be treated as confidential or proprietary by Opn. Accordingly, you should not submit to us any information that you consider confidential, proprietary, a trade secret or other information that you would not want us to use in our absolute discretion. Furthermore, information submitted or provided by you may become publicly accessible and Opn shall not be liable to you nor responsible for any misuse or disclosure of such information and/or materials provided by you notwithstanding your classification of the same as confidential or proprietary.

You acknowledge and agree that, save as for personal information which use is subject to applicable laws and in accordance with Opn's privacy policy, Opn shall be entitled to use any information or materials submitted or provided by you for any purposes without restriction or compensation to the person providing the same. Opn has no obligation to either review any information submitted or to return the same to you. We may already possess or receive information that is the same as or similar to that which you provide from another third party. Accordingly, in no event shall Opn be limited or restricted from the pursuit of any opportunities, either alone or with any third party.

9. BINDING CONFIDENTIAL ARBITRATION

The construction, validity and performance of these Terms, your access to and use of the Service and Content, your participation, and all obligations arising from or connected therewith shall be governed by the laws of Japan.

Any dispute arising out of or in connection with this Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by confidential arbitration administered by the Japan Commercial Arbitration Association in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of

the arbitration shall be in Tokyo, Japan. The Tribunal shall consist of one arbitrator and the arbitration shall be conducted wholly in the English language.

10. MISCELLANEOUS

The Site and its Contents are not intended for access from, distribution to, or use in, any jurisdiction where such access, distribution or use would be contrary to applicable law. You are responsible for your compliance with applicable local laws and regulations from the place in which you access or use the Site at all times and Opn makes no representation that the Site, its Contents and any other information or material contained herein is appropriate or available for use in your specific location or jurisdiction.

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The failure of Opn to act on, exercise or enforce any provision of these Terms will not be construed as a waiver of that provision or any other provision in these Terms. If any provision of these Terms are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. No waiver will be effective against Opn unless made in writing, and no such waiver will be construed as a waiver in any other or subsequent instance.

Except as expressly agreed in writing between Opn and you, these Terms constitutes the entire agreement between Opn and you with respect to the subject matter, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter; provided, that you may also be subject to additional terms and conditions that are applicable to certain parts of the Site as aforementioned. You may not assign these Terms or any

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Effective Date:

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