

# INVISIBLE COLLEGE TERMS OF SERVICE

*Last Revised on January 29, 2022*

Welcome to the Terms of Service (these “**Terms**”) for the website, <https://www.invisiblecollege.xyz/> (the “**Website**”), operated on behalf of Invisible College (“**Invisible College**”, “**we**” or “**us**”), by and for the members of Invisible College. The Website and any content, tools, features and functionality offered on or through the Website are collectively referred to as the “**Services**”.

These Terms govern your access to and use of the Services. Invisible College and or the faculty members of Invisible College may assign some or all of the rights or obligations under these Terms to a party or corporation to be named, and your use of the Services shall constitute your agreement and informed consent that Invisible College and or the faculty members of Invisible College may make this assignment at their sole discretion without notice.

Please read these Terms carefully, as they include important information about your legal rights. By accessing and/or using the Services, you are agreeing to these Terms. If you do not understand or agree to these Terms, please do not use the Services.

For purposes of these Terms, “**you**” and “**your**” means you as the user of the Services. If you use the Services on behalf of a company or other entity then “**you**” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on the entity's behalf.

**Section 9 contains an arbitration clause and class action waiver. By agreeing to these Terms, you agree (a) to resolve all disputes with us related to the Services through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and (b) to waive your right to participate in class actions, class arbitrations, or representative actions in connection with your use of the Services. You have the right to opt-out of arbitration as explained in Section 9.**

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#### 1. THE SERVICES

1. Decentraliens NFTs (the “Decentraliens”). The Services allows you to purchase a collection of Decentraliens whose ownership is recorded on the Solana blockchain or such other blockchain that we may support from time to time. “**NFT**” means a blockchain-tracked, non-fungible token. If you Own a Decentraliens, your ownership is limited solely to ownership of the NFT, and does not extend to the Decentraliens Art (as defined below in Section 3.1). “**Own**” for purposes of the foregoing, means a Decentraliens NFT that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain. The purchase of a Decentraliens NFT may also allow you to access certain other features that may be made available from time to time, such as an online community portal on the Services where owners of Decentraliens NFTs can engage with each other, use various interactive features, and participate in events associated with Invisible College (collectively, such access and features, the “**Additional Features**”). For clarity, the Invisible College’s inclusion of the Additional Features does not imply or warrant that they will be available at any other time, and the Invisible College may cease providing such Additional Features at any time in its sole discretion.
2. Wallets. All transactions for Decentraliens NFTs initiated through our Services require you to use third party non-custodial digital wallets (“**Wallets**”), such as Phantom. By using our Services you agree that you are governed by the terms or service and privacy policies of those Wallets that you choose to use. We are not responsible for your use or access of any such Wallets, and you assume and use such Wallets at your own risk.
3. Secondary Marketplaces and Third-Party Platforms. While you may be able to buy, sell, trade, and transact in Decentraliens NFTs on secondary marketplaces via third party platforms, we do not control the actions of such secondary marketplaces, and make no promises or guarantees of any kind regarding such third-party marketplaces. You also acknowledge and agree that we may implement a transaction fee on any secondary sale of Decentraliens NFTs, and such transaction fees may be incorporated into the smart contracts for such NFTs or in our agreements with such marketplaces.

#### 2. OFFERINGS AND ORDERS

4. Offerings. The Services may permit you to receive certain digital products or services through the Services (“**Offerings**”), including Decentraliens NFTs and other related NFTs and items. The Invisible College may, at any time, revise or change the availability, specifications, content, descriptions, or features of any Offerings. While we attempt to be as accurate as we can in our descriptions for the Offerings, we do not warrant that Offering descriptions are accurate, complete, reliable, current, or error-free. The inclusion of any Offerings for purchase through the Services at a particular time does not imply or warrant that the Offerings will be available at any other time.
5. No Refunds. There are no refunds available for any Offerings on the Services.

#### 3. RIGHTS WE GRANT YOU

##### 3.1. License Grants.

- (a) Services License. Subject to your compliance with these Terms, the Invisible College hereby grants to you, a personal, worldwide, royalty-free, non-assignable, non-

sublicensable, non-transferrable (except in the case of a transfer of a Decentraliens NFT by you to another purchaser), and non-exclusive license to use the software provided to you as part of the Services, provided that the license for any artwork, designs, drawings or content that is associated with any Decentraliens NFT (“**NFT Art**”) is solely as set forth in Section 5.1(b) below. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us, in the manner permitted by these Terms and subject to the use restrictions described below. Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Service or other actions that Invisible College, in its sole discretion, may elect to take.

- (b) NFT Art License. Subject to your compliance with these Terms, for as long as you Own (as defined below) a Decentraliens NFT, the Invisible College hereby grants to you a non-exclusive right and license to use, copy, adapt, display, and create derivative works of the NFT Art associated with such Decentraliens NFT (i) for your personal use; (ii) for your commercial use, including for the purpose of commercializing merchandise that contains the NFT Art; and (iii) in connection with your sale or offer for sale of your applicable Decentraliens NFT on a marketplace that cryptographically verifies each NFT owner’s rights to display the art for their purchased NFTs to ensure that only the actual owner can display the art. If you sell or transfer your Decentraliens NFT, you will no longer be granted the foregoing license in the NFT Art that is associated with such Decentraliens NFT, and such license will transfer to the new owner of the Decentraliens NFT.

3.2. Restrictions On Your Use of the Services. You may not do any of the following, unless applicable laws or regulations prohibit these restrictions or you have our written permission to do so:

- (a) duplicate, decompile, reverse engineer, disassemble, or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
- (b) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
- (c) use automation software (bots), hacks, modifications (mods) or any other unauthorized third party software designed to modify the Services or impersonate a real-person or to engage in multiple transactions via the Services;
- (d) access or use the Services in any manner that could disable, overburden, damage, disrupt, or impair the Services or interfere with any other party’s access to or use of the Services or use any device, software or routine that causes the same;
- (e) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- (f) circumvent, remove, alter, deactivate, degrade, or thwart any technological measure or content protections of the Services;
- (g) use any robot, spider, crawlers, or other automatic device, process, software, or queries that intercepts, “mines,” scrapes or otherwise accesses the Services to monitor, extract, copy, or collect information or data from or through the Services, or engage in any manual process to do the same;

- (h) introduce any viruses, trojan horses, worms, logic bombs, or other materials that are malicious or technologically harmful into our systems;
- (i) use the Services for illegal, harassing, unethical, or disruptive purposes;
- (j) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (k) access or use the Services in any way not expressly permitted by these Terms.

#### 4. OWNERSHIP AND CONTENT

- 4.1. Ownership of the Services and Trademarks. The Services and Trademarks, including their “look and feel” (e.g., text, graphics, images, logos), proprietary content, information, and other materials, are granted a Creative Commons copyright license to the general public, in particular a Creative Commons Attribution 4.0 International License, which is incorporated herein by reference and is further specified at <http://creativecommons.org/licenses/by/4.0/legalcode> (human readable summary at <http://creativecommons.org/licenses/by/4.0>).

#### 5. THIRD PARTY SERVICES AND MATERIALS

- 5.1. Use of Third Party Materials in the Services. Certain Services may display, include or make available content, data, information, applications or materials from third parties (“**Third Party Materials**”) or provide links to certain third party websites (such as Twitter, Discord, and secondary NFT marketplaces). By using the Services, you acknowledge and agree that the Invisible College is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third party services, Third Party Materials or third party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

#### 6. DISCLAIMERS, LIMITATIONS OF LIABILITY, AND INDEMNIFICATION

- 6.1. Disclaimers. Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Invisible College, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (the “**the Invisible College Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Invisible College Entities make no warranty or representation and disclaim all responsibility and liability for: (a) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (b) the operation or compatibility with any other application or any particular system or device; and (c) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis; and (d) the deletion of, or the failure to store or transmit, Your Content and other communications maintained by the Services. No advice or information, whether oral or written, obtained from the Invisible College Entities or through the Services, will create any warranty or representation not expressly made herein.

6.2. Limitations of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL THE INVISIBLE COLLEGE ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THESE TERMS OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE INVISIBLE COLLEGE ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE INVISIBLE COLLEGE IS NOT LIABLE FOR YOUR CONTENT POSTED ON THE SERVICES. THE INVISIBLE COLLEGE ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE INVISIBLE COLLEGE ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES (OR OFFERINGS PURCHASED ON THE SERVICES) GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.3. Assumption of Risks.

- (a) You acknowledge and agree that there are risks associated with purchasing and holding NFTs and using blockchain technology. These including, but are not limited to, risk of losing access to NFT due to loss of private key(s), custodial error or purchaser error, risk of mining or blockchain attacks, risk of hacking and security weaknesses, risk of unfavorable regulatory intervention in one or more jurisdictions, risks related to token taxation, risk of personal information disclosure, risk of uninsured losses, unanticipated risks, and volatility risks.
- (b) The prices of collectible blockchain assets are extremely volatile and subjective and collectible blockchain assets have no inherent or intrinsic value. Each Decentraliens NFT has no inherent or intrinsic value. You acknowledge and affirm that you are collecting, trading, or purchasing Decentraliens NFTs for purposes of acquiring digital collectibles for your personal use and enjoyment, and not for any investment or speculative purposes. Any economic benefit that may be derived from appreciation in the value of a Decentraliens NFT is incidental to obtaining it for its collectible purpose. You agree that Decentraliens NFTs are not to be used as a substitute for currency or medium of exchange, resale, or redistribution and that you are not acquiring any equity or other ownership or revenue sharing interest in the Invisible College, its affiliates, or any brand as a result of your acquisition of Decentraliens NFTs.
- (c) We will use commercially reasonable efforts to deploy secure and functional smart contracts underlying Decentraliens NFTs minted directly by us. However, we will not be liable or responsible to you for any failure in the intended function of such smart

contracts, or any bugs, viruses, exploits, logic gaps, or malicious code which may be incorporated into any such smart contracts, or which could be used to commit fraud or otherwise cause harm. You acknowledge that you have obtained sufficient information to make an informed decision to purchase a Decentraliens NFT, including carefully reviewing the code of the smart contract and the Decentraliens NFT, and fully understand and accept the functions of the same.

- (d) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the potential utility or value of your Decentraliens NFT(s). Upgrades to any blockchain network or hard forks in such networks, or a change in how transactions are confirmed on such blockchain networks may have unintended, adverse effects on all blockchains, including any that are related to your Decentraliens NFT(s).
  - (e) Any purchase or sale you make, accept, or facilitate outside of the Website of any Decentraliens NFT(s) will be entirely at your risk. We do not authorize, control, or endorse purchases or sales of Decentraliens NFTs outside of the Website. We expressly deny and disclaim any liability to you and deny any obligation to indemnify you or hold you harmless for any losses you may incur by transacting, or facilitating transactions, in any Decentraliens NFTs outside of the Website.
- 6.4. Indemnification. By entering into these Terms and accessing or using the Services, you agree that you shall defend, indemnify and hold the Invisible College Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Invisible College Entities arising out of or in connection with: (a) your violation or breach of any term of these Terms or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your access to or use of the Services; (d) Your Content, or (e) your negligence or wilful misconduct.

## 7. ARBITRATION AND CLASS ACTION WAIVER

- 7.1. Informal Process First. You agree that in the event of any dispute between you and the Invisible College Entities, you will first contact the Invisible College and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation, any court action.
- 7.2. Arbitration Agreement and Class Action Waiver. After the informal dispute resolution process, any remaining dispute, controversy, or claim (collectively, "**Claim**") relating in any way to your use of the Invisible College's services and/or products, including the Services, will be resolved by arbitration, including threshold questions of arbitrability of the Claim. You and the Invisible College agree that any Claim will be settled by final and binding arbitration, using the English language, administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**") then in effect (those rules are deemed to be incorporated by reference into this section, and as of the date of these Terms). **Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under these Terms will take place on an individual basis – class arbitrations and class actions are not permitted. You understand that by agreeing to these Terms, you and the Invisible College are each waiving the right to trial by jury or to participate in a class action or class arbitration.** Notwithstanding the foregoing, you and the Invisible College will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your

claim in “small claims” court, but only if your claim qualifies, your claim remains in such court and your claim remains on an individual, non-representative and non-class basis.

- 7.3. Costs of Arbitration. Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules. If the value of your claim does not exceed \$10,000, the Invisible College will pay for the reasonable filing, administrative and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.
- 7.4. **Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions set forth in these Terms by sending written notice of your decision to opt-out to Invisible College. The notice must be sent to the Invisible College within thirty (30) days of your registering to use the Services or agreeing to these Terms, otherwise you shall be bound to arbitrate disputes in accordance with these Terms. If you opt-out of these arbitration provisions, the Invisible College also will not be bound by them.**

## 8. ADDITIONAL PROVISIONS

- 8.1. Updating These Terms. We may modify these Terms from time to time in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review these Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.
- 8.2. Termination of License and Your Account. If you breach any of the provisions of these Terms, all licenses granted by the Invisible College will terminate automatically. Additionally, the Invisible College may suspend, disable, or delete your Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If the Invisible College deletes your Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. In the event of Account deletion for any reason, the Invisible College may, but is not obligated to, delete any of Your Content. the Invisible College shall not be responsible for the failure to delete or deletion of Your Content. All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by the Invisible College or you. Termination will not limit any of the Invisible College’s other rights or remedies at law or in equity.
- 8.3. Injunctive Relief. You agree that a breach of these Terms will cause irreparable injury to the Invisible College for which monetary damages would not be an adequate remedy and the Invisible College shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.
- 8.4. California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

- 8.5. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any of our obligations under these Terms or in providing the Services, including operating the Website, when and to the extent such failure or delay is caused by or results from any events beyond our ability to control, including acts of God, flood, fire, earthquake, epidemics, pandemics, tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.
- 8.6. Miscellaneous. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms and the licenses granted hereunder may be assigned by the Invisible College but may not be assigned by you without the prior express written consent of the Invisible College. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect. The Services are operated by us in the United States. Those who choose to access the Services from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws rules, and the proper venue for any disputes arising out of or relating to any of the same will be the arbitration venue set forth in Section 9, or if arbitration does not apply, then the state and federal courts located in Delaware. You and the Invisible College agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.
- 8.7. How to Contact Us. You may contact us regarding the Services or these Terms by e-mail at Invisible College [community@invisiblecollege.xyz](mailto:community@invisiblecollege.xyz).