

SPOOKY BOYS COUNTRY CLUB Membership Agreement

Welcome to Spooky Boys Country Club, the Metaverse's / Blockchain's / Web3's First Country Club® operating as a 501(c)(7) mutual benefit nonprofit corporation. Spooky Boys Country Club is a community of like-minded futurists who share a passion for personal and professional growth.

Our mystical Membership Agreement unlocks unlimited access to our spine-tingling digital ecosystem, including our upcoming Metaverse campus, where you can connect with other spirits and to haunt to your heart's content. And if you're daring enough, we'll even summon you to join us at our haunting in-person events! From haunted hangouts to ghostly get-togethers, our atmosphere will leave you screaming for more.

By becoming a Member of the Spooky Boys Country Club, you acknowledge and agree to the following terms and conditions:

Spooky Boys Country Club is the proprietor of a collection of unique digital collectible characters represented by non-fungible tokens (such tokens, "Spooky Boys NFTs") minted by two smart contracts deployed to the Ethereum blockchain at addresses 0x353128704fd7fe642436fc826842e7a356b0d7b2a8be0fd239e7e0bd207333c8 and 0x9dcfe587fb2e3c1ccfb1877c4b248d005ed20158873186b7b8aa691a9e5b1c08 (the "SBCC Smart Contracts"). The SBCC Smart Contracts associate each Spooky Boys NFT with a piece of digital art displaying one of the Spooky Boys characters ("Spooky Boys Art").

The terms of this Membership Agreement ("Terms") are a legally binding agreement by and between Spooky Boys Country Club ("SBCC," "we" or "us"), a California mutual benefit nonprofit corporation, and any owner of a Spooky Boys NFT ("you" or "Member") governing the parties' rights and obligations with respect to Spooky Boys NFTs and Spooky Boys Art.

NOTICE REGARDING ARBITRATION AND CLASS ACTION WAIVER:

BY ACCEPTING THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND SPOOKY BOYS COUNTRY CLUB THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 10 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 10 WILL NOT APPLY TO YOU, BUT THE PROVISIONS OF SECTION 16 (GOVERNING LAW AND FORUM CHOICE) AND RELEVANT PROVISIONS OF APPLICABLE LAW

WILL STILL APPLY. YOU ALSO WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS WIDE ARBITRATION.

1. Eligibility. To access the benefits of official Membership of the Spooky Boys Country Club, you must own at least one non-fungible token (an “NFT”) belonging to either of the official Spooky Boys Country Club or Spooky Boys Mansion Party digital collections (a “Spooky Boys NFT”). You must also have an active Discord (“Discord”) account via iOS / Android / PC to access your benefits and rights to Membership under these Terms. You must also complete the free verification process, made available via the blockchain through SBCC’s official website: <https://www.spookyboys.io>.

2. Member Rights and Permissions. Members are entitled to all the benefits and privileges of Membership, including access to SBCC virtual facilities, services, events, limited voting rights, and opportunities to compete in official SBCC tournaments and contents. Members understand that the Membership Agreement can be changed by SBCC at any time and that all rights are subject to availability and restrictions.

a) Network Directory. As a Member of SBCC, you will have access to a catalogue of names, occupations, same interests, advice, and other resources that can help you connect with other members of SBCC. Member inclusion in the Network Directory will be on a voluntary “opt-in” basis, and Members may request that SBCC remove their information via SBCC’s official Discord.

b) Exclusivity. Members will enjoy exclusivity as a Member of the "Spooky Boys Country Club." This means that you will have access to exclusive notices on all drops, merch, IRL events, and other community news.

c) Naming Rights. Members will have the ability to immutably change the name your Spooky Boy/s on the ERC-20 Blockchain, which is a Member-exclusive feature.

d) Discounts & Raffles. Members will receive access to discounts on merchandise and events associated with SBCC. You will be automatically entered into periodic raffles for Members-only giveaways.

e) Leadership & Voting Rights. SBCC is governed by a 13-Member Board of Directors (“Board”), with regularly scheduled Board elections held at Annual Meetings. Only Members of SBCC are eligible to run as candidates to sit on the Board. At each Annual Meeting, Members of SBCC have the right to cast one (1) vote per verified Spooky Boys NFT owned. Election details will be posted on SBCC’s official Discord in advance of candidate registration.

f) Board Meetings. Prior to the periodic meetings of the Board, Members may submit questions, comments, concerns and suggestions for the Board to address at its discretion.

g) Utility. Members may be offered utility, benefits, or entitlements (collectively, “Utility”) from time to time, but these Terms do not confer any Utility except as granted by the License (defined below). SBCC makes no assurances of any Utility. Any Utility may be subject to other terms and conditions. SBCC will not be responsible in any manner for any Utility offered by any third party.

h) You Own Your Spooky Boys NFT. When you own a digital wallet that holds a Spooky Boys NFT, as recorded by the Spooky Boys Smart Contracts, you hold the exclusive right to hold, sell, transfer, and execute blockchain transactions involving that Spooky Boys NFT (“Your Spooky Boys NFT”). Except for the Spooky Boys NFTs we own, SBCC has no right or ability to seize, freeze, or otherwise modify the ownership of any Spooky Boys NFT.

i) We Own (but License to You) the IP in Your Spooky Boys Art. SBCC owns all rights, title, and interest in and to the Spooky Boys Art including any and all copyrights, trademarks, and other intellectual property rights therein (“IP”). However, we grant you the License (defined below) to use the Spooky Boys Art associated with Your Spooky Boys NFT (“Your Spooky Boys Art”) for as long as you hold Your Spooky boys NFT.

j) You Own the IP in Your Derivative Spooky Boys NFT Works. As between you and SBCC, you own all rights, title and interest in and to any “derivative work,” as defined by the United States Copyright Act, based upon Your Spooky Boys Art created during the License Term (defined below) (“Derivative Spooky Boys Work”); provided, however, that (i) we retain the copyright in the Spooky Boys Art underlying any Derivative Spooky Boys Work; (ii) your use of any Derivative Spooky Boys Work during and after the License Term is subject to these Terms; and (iii) your use of any Derivative Spooky Boys Work after the License Term may require a license from the current owner of the Spooky Boys NFT.

3. License. Subject to your acceptance of, and compliance with, these Terms, upon lawfully acquiring Your Spooky Boys NFT and, for so long as you hold Your Spooky Boys NFT (both dates as recorded by the Spooky Boys Smart Contracts) (the “License Term”), SBCC grants to you an exclusive, universe-wide, royalty-free, sublicensable license to reproduce, distribute, prepare derivative works based upon, publicly display, publicly perform, transmit, and otherwise use and exploit, Your Spooky Boys Art (“License”). The License is intended to be broad, enabling you to make both commercial and non-commercial uses of Your Spooky Boys Art, in any and all media, whether existing now or invented later, subject only to the restrictions set forth below.

a) Restrictions and Reservations.

- i. The License extends only to Your Spooky Boys Art—meaning, the complete selection and arrangement of all base layers, features, attributes, and other elements that comprise Your Spooky Boys Art. Thus, while the License allows you to create and exploit Derivative Spooky Boys Works, the License does not grant you rights in any individual element of Your Spooky Boys Art, or a license to exploit any individual element separate and apart from Your Spooky Boys Art. For example, the License allows you to create three-dimensional renditions of, and to add new clothing to, Your Spooky Boys Art, but does not allow you to extract individual features (e.g., hair, accessories) for use in a separate work.
- ii. The License does not grant you any rights in or to SBCC’s (or any other) trade names, brands, trade dress, or trademarks (e.g., “Spooky Boys” or “Mansion Party”), all of which are expressly reserved to SBCC (collectively, “SBCC TM Rights”). You hereby agree that any SBCC TM Rights you purport to acquire, together with any associated goodwill, shall automatically, immediately, and at your expense be assigned to SBCC. For the sake of clarity, the SBCC TM Rights do not include Your Spooky Boys Art, in which you may acquire trademark rights through the exercise of your rights in accordance with, and subject to, these Terms and applicable law.
- iii. Any application to register a trademark in Your Spooky Boys Art must occur during the License Term and be based solely upon the actual use of the Spooky Boys Art in commerce and solely for the goods or services in connection with which Your Spooky Boys Art has actually been used in commerce in the applicable jurisdiction as of the date of the application. Thus, you may not seek to register a trademark in Your Spooky Boys Art on an “intent to use” basis or where you otherwise have not used Your Spooky Boys Art in commerce.
- iv. You may not use Your Spooky Boys Art in a manner that expresses hate or encourages violence towards a person or group based on membership in a protected class, such as race, religion, gender, orientation, or disability.
- v. You may not use Your Spooky Boys Art in a manner that violates applicable law.

vi. All rights not expressly granted herein are reserved by us.

b) License Back to SBCC. You grant to SBCC an irrevocable, perpetual, non-exclusive, universe-wide, royalty-free, sublicensable license to publicly display and otherwise use Your Spooky Boys Art alongside other Spooky Boys Art for the purpose of promoting or exhibiting the entire SBCC collection.

4. Enforcement.

a) Copyright Notices. You may include the following copyright notice with Your Spooky Boys Art: “Spooky Boys © 2021 Spooky Boys Country Club” (the “SBCC Copyright Notice”). Subject to your compliance with these Terms, you may include a copyright notice identifying you, or such other person you designate, as the copyright owner of any Derivative Spooky Boys Work created during the License Term, provided that you also include the SBCC Copyright Notice.

b) Copyright Registrations. Any application to obtain a copyright registration in Your Spooky Boys Art shall identify “Spooky Boys Country Club” as the copyright owner of the Spooky Boys Art. Any application to obtain a copyright registration in a Derivative Spooky Boys Work may identify you or such other person you designate as the copyright owner but shall identify Your Spooky Boys Art as a preexisting work upon which the Derivative Spooky Boys Work is based.

c) Actions. To the extent applicable law authorizes you to bring a claim for infringement based upon the unauthorized use of Your Spooky Boys Art, you agree that: (i) any such claim shall be based solely upon the unauthorized use of Your Spooky Boys Art, not other Spooky Boys Art—for example, on the ground that the other Spooky Boys Art is substantially similar to Your Spooky Boys Art; and (ii) SBCC may, in its sole discretion, join and, unless it would materially prejudice your rights, elect to take over the control of the prosecution of, any such action.

d) Disputes Among Members. SBCC has no obligation to support the resolution of, or resolve any, dispute that may arise between Spooky Boys NFT owners and / or Members.

5. Transfers & Termination.

a) No Decoupling. Except as expressly provided herein, a Member’s ownership of a Spooky Boys NFT and the License are not separable in any way. You may not engage in any transaction or activity that purports to decouple the License from Your Spooky Boys NFT.

b) Termination of License. Upon the transfer of Your Spooky Boys NFT to a new owner, as recorded by the Spooky Boys Smart Contract: (i) your License

hereunder shall immediately and automatically terminate; (ii) you must discontinue any use of Your Spooky Boys Art as a trademark or other source identifier; and (iii) any trademark and corresponding registration obtained in connection with your exercise of the License shall be deemed abandoned unless duly transferred to the new owner under a separately negotiated written agreement.

c) Published Spooky Boys Works. If, during the License Term, you create and make available to the public a work using Your Spooky Boys Art (a “Published Spooky Boys Work”), you may, except as set forth in Section 5(b)(ii), continue to use and exploit that Published Spooky Boys Work in accordance with these Terms after the License Term; provided, however, that: (i) you will be responsible for any obligations or liabilities arising from your continued use of the Published Spooky Boys Work after the License Term; and (ii) this privilege does not allow you to use the Spooky Boys Art to create any new works or materials after the License Term. Thus, for example:

- A digital series featuring Your Spooky Boys Art that was released during the License Term may continue to run after the License Term, but any creation or distribution of any new episodes featuring the Spooky Boys Art would require a license from the new Spooky Boys NFT owner.
- After the License Term, you may sell off existing (at the time of transfer) inventories of merchandise featuring Your Spooky Boys Art that was created and offered for sale during the License Term, but the creation or distribution of any new merchandise or inventory featuring the Spooky Boys Art would require a license from the new Spooky Boys NFT owner.

d) Transfer of Membership. Except as provided herein, SBCC membership shall not be transferable, and no transfer of membership shall be made upon the books of SBCC within ten (10) days next preceding all Annual Meetings of Members. In all transfers of Membership, SBCC shall be entitled to a fee it deems appropriate to compensate it for the processing of the transfer.

e) Termination of Membership. Membership in SBCC may be terminated at any time, with or without cause, at the unilateral discretion of the either party. When a Member sells, gives away, destroys, or otherwise dispossesses of their last Spooky Boys NFT, as recorded by the Spooky Boys Smart Contracts, their Membership shall immediately terminate. SBCC reserves the right to terminate your Membership at any time for any reason, including but not limited to violation of these Terms and non-payment of membership fees.

6. Member’s Representations and Warranties. Member represents and warrants that Member:

- a) is over the age of majority and has the legal capacity to enter into these Terms.
- b) will only use and interact with any Spooky Boys NFT and Spooky Boys Art in accordance with these Terms;
- c) will comply with all applicable law in the exercise of its rights and obligations under these Terms and will not violate any right of SBCC, its licensors, or any right of any third party; and
- d) is not, and will not, knowingly execute a transaction involving a Spooky Boys NFT or Spooky Boys Art with any person who is, (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or (ii) listed on any U.S. Government list of prohibited or restricted parties.

7. Member Fees. If you own a Spooky Boys NFT, then your Membership fee is as follows:

- a) Original Owner Fees. For the first purchasers (aka “Original Owners”) of a Spooky Boys NFT, the purchase price that has already been paid to SBCC for the Spooky Boys NFT constitutes the Membership fee.
- b) Secondary Purchaser Fees. For all other purchasers (aka “Secondary Purchasers”) of a Spooky Boys NFT, the percentage-based royalty that has already been paid to SBCC constitutes the Membership fee.
- c) All Other Spooky Boys NFT Owners. All other Spooky Boys NFT owners not described above in Section 7(a) and 7(b) seeking Membership will be subject to an annual Membership Fee to be set by the Board at the Board’s sole discretion.

8. Privacy. The Spooky Boys Country Club respects the privacy of its Members. SBCC will not share any Member’s personal information with any third parties without the express consent of the member in question.

9. Disciplinary Action. The Spooky Boys Country Club may take disciplinary action against any Member who violates these Terms or acts in a manner that is disruptive to SBCC, such as suspension or expulsion as a Member of SBCC.

10. Dispute Resolution.

- a) Mandatory Arbitration of Disputes. Any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or the use of a Spooky Boys NFT or Spooky Boys Art

("Dispute") must be resolved solely by binding, individual arbitration and not in a class, representative, or consolidated action or proceeding. Each party waives the right to a trial in court and/or by a jury. This arbitration provision shall survive any termination of the License or these Terms.

b) Exceptions. As a limited exception to Section 10(a) above: (i) the parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) each party retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of its intellectual property rights.

c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where one lives, with provision to be made for remote appearances to the maximum extent permitted by the AAA rules, unless the parties both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of these Terms.

d) Arbitration Costs. Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, and SBCC won't seek to recover the administration and arbitrator fees for which SBCC is responsible unless the arbitrator finds your Dispute is frivolous. If SBCC prevails in arbitration, SBCC will pay all of its attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

e) Injunctive and Declaratory Relief. Except as provided in Section 10(d) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or SBCC prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

f) Class Action Waiver. YOU AND SBCC AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if a Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with a party's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

g) Severability. With the exception of any of the provisions in Section 10(f) (Class Action Waiver), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

11. Indemnity. You shall defend, indemnify, and hold SBCC, its licensors, affiliates, representatives, and service providers, and each of them, and all of their respective officers, directors, employees, and agents (the "Indemnified Parties") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, expenses, and other similar results or occurrences (including attorneys' fees) that directly or indirectly arise from, or are related to or in connection with, any claim, suit, action, demand, or proceeding or other similar occurrence, process, or activity that is initiated, made, brought, or financed by a third party (including any person who accesses or transacts using any Spooky Boys NFT or Spooky Boys Art, whether or not such person personally purchased a Spooky Boys NFT) against the Indemnified Parties, or on account of the investigation, defense, or settlement thereof, arising out of, related to, or in connection with: (a) your access to or use of any NFT marketplace or third-party services or products; (b) your breach or alleged breach of these Terms; (c) your exercise or attempted exercise of the License; or (d) your actual or alleged violation of applicable law. Counsel to be used in the defense of such claim must be approved by SBCC in writing prior to retention of such counsel and, upon our request, you will allow us to participate in the defense of any such claims. You will not enter into any settlement or compromise of any claim or litigation or that includes an admission of liability without our prior written consent.

12. Warranty Disclaimers.

a) EACH SPOOKY BOYS NFT AND SPOOKY BOYS ART IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SBCC EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

b) EACH SPOOKY BOYS NFT IS AN INTANGIBLE DIGITAL ASSET THAT EXISTS ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE ETHEREUM BLOCKCHAIN. ANY TRANSFER OF OWNERSHIP THAT MIGHT OCCUR OF ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM BLOCKCHAIN, WHICH SBCC DOES NOT CONTROL.

c) SBCC WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS IN CONNECTION WITH ANY SPOOKY BOYS NFT OR SPOOKY BOYS ART AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF OR INABILITY TO USE ANY SPOOKY BOYS NFT OR SPOOKY BOYS ART, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) THE BEHAVIOR OR OUTPUT OF ANY SOFTWARE OR HARDWARE; (III) DATA LOSS OR CORRUPTION; (IV) ANY FEATURES, DEVELOPMENT, ERRORS, OR OTHER ISSUES WITH BLOCKCHAIN NETWORKS OR WALLETS; (V) UNAUTHORIZED ACCESS TO ANY SPOOKY BOYS NFT OR SPOOKY BOYS ART; OR (VI) THE ACTS OR OMISSIONS OF ANY THIRD PARTY.

d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONSUMER CONTRACTS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

13. Assumption of Risk. You accept and acknowledges all risks associated with the following:

a) Spooky Boys NFTs and Spooky Boys Art may be used in myriad ways. While we strongly encourage transparency, communication, and research prior to acquiring a Spooky Boys NFT, including to understand what previous and existing uses have been made of the Spooky Boys NFT and Spooky Boys Art and how those uses may affect value, any purchase of a Spooky Boys NFT is at the purchaser's own risk. SBCC is not responsible for verifying or providing information on how a Spooky Boys NFT or its Spooky Boys Art have been exploited. Additional documentation from an owner or Member may be necessary or prudent.

b) SBCC is not responsible for determining or paying any taxes that apply to any purchase, sale, or transfer of rights in each Spooky Boys NFT. As between the parties, You are solely responsible for determining what, if any, taxes apply to such transactions.

c) Transactions involving Spooky Boys NFTs and Spooky Boys Art rely on third-party or decentralized platforms, systems, or marketplaces. We do not maintain, control, or assume any obligations with respect to such platforms, systems, or

marketplaces. To the extent that SBCC provides links or access to third party platforms, sites, or other resources, it does so only as a convenience and is not responsible for the content, products, or services on or available from those third parties or through any content displayed thereon.

14. Limitation of Liability. You accept and acknowledges all risks associated with the following:

a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO INDEMNIFIED PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH ANY SPOOKY BOYS NFT OR SPOOKY BOYS ART, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SBCC OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL ANY INDEMNIFIED PARTY'S CUMULATIVE LIABILITY HEREUNDER FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED \$100.

b) BY PURCHASING OR OWNING A SPOOKY BOYS NFT, YOU ACKNOWLEDGE THAT THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SBCC AND YOU.

15. Amendments. SBCC reserves the right to clarify or amend these Terms by publicly publishing a new version of them, including, but not limited to, on <https://www.spookyboys.io>, or any successor website.

16. Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 10 (Dispute Resolution), the exclusive jurisdiction for all Disputes (defined above) will be the state and federal courts located in the State of California in the City of Los Angeles, and you and SBCC each waive any objection to jurisdiction and venue in such courts.

17. Miscellaneous.

a) The License applies only to the Spooky Boys NFT on the blockchain that SBCC, in its sole discretion, may designate, which designation shall apply retroactively. Thus, for example, if a fork or other event purports to result in duplicate Spooky Boys NFTs, only the non-fungible token recorded on the blockchain designated by SBCC will be eligible to receive the benefit of the License. Any license purportedly granted hereunder to the owner of a non-fungible token recorded on a blockchain not designated by SBCC is void ab initio.

b) These Terms will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns.

c) These Terms constitute the entire agreement, and supersede any and all prior or contemporaneous representations, understandings and agreements, between the parties with respect to the subject matter of these Terms, all of which are hereby merged into these Terms. Without limitation, the terms of any other document, publication, course of dealing, or course of trade will not modify these Terms, except as expressly provided in Sections 15 or 17(a) or as the parties may agree in writing.

d) Failure to promptly enforce a provision of these Terms or any rights related to the Spooky Boys NFT or Spooky Boys Art will not be construed as a waiver of such provision or rights.

e) Nothing contained in these Terms will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither party is, by virtue of these Terms or otherwise, authorized as an agent or legal representative of the other party. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party. Nothing contained in these Terms will be deemed to create any third-party beneficiary right upon any third party whatsoever.

f) The parties shall execute and deliver to the other party any and all such other instruments in reasonable mutually acceptable form and substance and shall take any and all such other actions as may be reasonably necessary to carry the intent of these Terms into full force and effect.

g) If any one or more of the provisions of these Terms should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the arbitrator, court, or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein.

h) The headings to sections of these Terms are for convenience or reference only and do not form a part of these Terms and will not in any way affect its interpretation.

i) Neither party will be afforded or denied preference in the construction of these Terms, whether by virtue of being the drafter or otherwise.

j) For purposes of these Terms, the words and phrases “include,” “includes,” “including,” and “such as” are deemed to be followed by the words “without limitation”.

k) You may give notice to SBCC by contacting SBCC at 8549 WILSHIRE BLVD #2320, BEVERLY HILLS, CA 90211. Notice is effective upon receipt.

l) The parties have agreed to contract electronically and, accordingly, electronic signatures or any other forms of acceptance permitted by law, will be given the same effect and weight as original signatures.

18. Member Responsibilities. You are expected to always abide by these Terms. You are responsible for understanding the rules and regulations of SBCC, as well as the rights and responsibilities of other Members and Spooky Boys NFT owners. You shall uphold yourself with the utmost respect when representing yourself or other Members as part of the Spooky Boys Country Club. Members must refrain from using hate-speech or derogatory speech or acts against SBCC and other Members. You must maintain yourself as respectable Members of SBCC. You agree to always conduct yourself in a respectful and courteous manner. Any disrespectful or disruptive behavior may result in immediate termination of your Membership.