

Terms of Use

Please read these Terms of Use (the “Terms”) carefully because they govern your use of the website located at <https://www.audibles.app/> and the content and functionalities accessible via the Site, including the digital assets accessible via the website and their underlying art (“Audibles”) (collectively, the “Site”).

We, the producers of the Site (“we” or “us”) maintain the Site as a portal for Audibles. For the avoidance of doubt, we do not control the Ethereum nor Bitcoin blockchain protocol (“Protocol”) on which Audibles are or will be tradable or useable and cannot control activity and data on the Protocol, the validation of transactions on the Protocol or Audibles, or use of the Protocol.

Agreement to Terms. By using our Site, you agree to be bound by these Terms. If you don’t agree to be bound by these Terms, do not use the Site.

Changes to these Terms or the Site. We may update the Terms from time to time in our sole discretion. If we do, we’ll let you know by posting the updated Terms on the Site. It’s important that you review the Terms whenever we update them or you use the Site. If you continue to use the Site after we have posted updated Terms it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may not use the Site anymore. We may change or discontinue all or any part of the Site, at any time and without notice, at our sole discretion.

Who May Use the Site? You may use the Site only if you are 18 years or older and capable of forming a binding contract, and not otherwise barred from using the Site under applicable law.

Intellectual Property. We may make available through the Site content that is subject to intellectual property rights. We or our licensors, or the third parties who otherwise own the intellectual property rights, retain all rights to that content.

General Prohibitions and Enforcement Rights. You agree not to do any of the following:

1. Use, display, mirror or frame the Site or any individual element within the Site, Site’s name, any trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without our express written consent;
2. Access, tamper with, or use non-public areas of the Site, our computer systems, or the technical delivery systems of our providers;
3. Attempt to probe, scan or test the vulnerability of any our system or network or breach any security or authentication measures;
4. Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Site;

5. Attempt to access or search the Site or download content from the Site using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third-party web browsers;
6. Use the Site, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
7. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site;
8. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
9. Impersonate or misrepresent your affiliation with any person or entity;
10. Violate any applicable law or regulation; or
11. Encourage or enable any other individual to do any of the foregoing.

We are not obligated to monitor access to or use of the Site or to review or edit any content. However, we have the right to do so for the purpose of operating the Site, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Site. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Links to Third Party Websites or Resources. The Site may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

Termination. We may suspend or terminate your access to and use of the Site, at our sole discretion, at any time and without notice to you. However, we can never suspend or terminate your access to your Audibles.

Warranty Disclaimers.

THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM 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. We make no warranty that the Site 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 the Site. Any reliance you place on such information or content is strictly at your own risk.

To the extent the Site allows you to interact with the Protocol, you understand that your use of the Protocol is entirely at your own risk. The Protocol is available on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, quiet enjoyment and non-infringement. You assume all risks associated with using the Protocol, and digital assets and decentralized systems generally, including but not limited to, that digital assets are highly volatile; you may not have ready access to assets; and you may lose some or all of your tokens or other assets. You agree that you will have no recourse against us or anyone else for any losses due to the use of the Protocol. For example, these losses may arise from or relate to: (i) lost funds; (ii) server failure or data loss; (iii) corrupted cryptocurrency wallet files; (iv) unauthorized access; (v) errors, mistakes, or inaccuracies; or (vi) third-party activities.

Users are entirely responsible for the safety and management of their own private Ethereum and Bitcoin wallets and validating all transactions and contracts generated by this website before approval. Furthermore, as the Audibles run on the Ethereum and Bitcoin network, there is no ability to undo, reverse, or restore any transactions.

Indemnity. You will indemnify and hold us and our officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Site, or (b) your violation of these Terms.

Ownership.

You Own the NFT. Each Audible is an NFT on the Ethereum blockchain or an ordinal on Bitcoin blockchain (both NFTs and ordinals further referred to as “NFTs”). When you purchase an NFT, you own the underlying Audible, the art and the connected audio track, completely. Ownership of the NFT is mediated entirely by the smart contract on the Ethereum network or by the Bitcoin network: at no point may we seize, freeze, or otherwise modify the ownership of any Audible.

Personal Use. In case we own a part of the intellectual property rights to your Audible and subject to your continued compliance with these Terms, we grants you a worldwide, royalty-free license to use, copy, and display the purchased art and connected audio track, along with any extensions that you choose to create or use, for the following purposes: (i) for your own personal, non-commercial use; (ii) as part of a marketplace that permits the purchase and sale of your Audible, provided that the marketplace cryptographically verifies each Audible owner’s rights to display the art and/or connected audio track for their Audible to ensure that only the actual owner can display the art and/or the audio track connected to it; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your Audible, provided that the website/application cryptographically verifies each Audible owner’s rights to display the art and/or connected audio track for their Audible to ensure that only the actual owner can display the art and/or connected audio track, and provided that the

art and/or connected audio track is no longer visible once the owner of the Audible leaves the website/application.

Commercial Use. In case we own a part of the intellectual property rights to your Audible and subject to your continued compliance with these Terms, we grant you an unlimited, worldwide license to use, copy, and display the purchased art and connected audio track for the purpose of creating derivative works based upon the art and/or the connected audio track (“Commercial Use”). Examples of such Commercial Use would e.g. be the use of the art to produce and sell merchandise products (T-Shirts etc.) displaying copies of the art. For the sake of clarity, nothing in this section will be deemed to restrict you from (i) owning or operating a marketplace that permits the use and sale of Audibles generally, provided that the marketplace cryptographically verifies each Audible owner’s rights to display the art and/or connected audio track for their Audible to ensure that only the actual owner can display the art and/or connected audio track; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of Audibles generally, provided that the third party website or application cryptographically verifies each Audible owner’s rights to display the art and/or connected audio track for their Audible to ensure that only the actual owner can display the art and/or connected audio track, and provided that the art and/or the connected audio track is no longer visible once the owner of the purchased Audible leaves the website/application; or (iii) earning revenue from any of the foregoing.

Fees and Payment. If you elect to purchase an Audible through the Site, any financial transactions that you engage in will be conducted solely through the Ethereum network. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions. We will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage or any other transactions that you conduct via the Ethereum network.

Ethereum and Bitcoin requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the Ethereum or Bitcoin network. The Gas Fee funds the network of computers that run the decentralized network. This means that you will need to pay a Gas Fee for each transaction.

Risk Assumption. You accept and acknowledge each of the following:

1. To the extent that you sell your Audible, please be aware that the prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs impact the price of your Audible both positively and negatively. Given the volatility, NFTs such as Audibles should not be considered an investment. You assume all risks in that connection.
2. Ownership of an Audible confers ownership of digital artwork only. Accordingly, no information on this Site (or any other documents mentioned therein) is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this Site qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products. Due to the artistic nature of the project, Audibles have not been registered with or approved by any regulator in any jurisdiction.

It remains your sole responsibility to assure that the purchase of the Audibles and the associated art and connected audio track is in compliance with laws and regulations in your jurisdiction.

3. You assume all risks associated with using an internet-based currency, including, but not limited to, the risk of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet.
4. NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled. New regulations could negatively impact such technologies impacting the value for your Audible. You understand and accept all risk in that regard.
5. You assume all responsibility for any adverse effects of disruptions or other issues impacting Ethereum or Bitcoin platform.

Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER US NOR OUR SERVICE PROVIDERS WHO ARE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE 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 THE SITE (INCLUDING AUDIBLES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR 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.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUR TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU.

Governing Law and Forum Choice.

These Terms and any action related thereto will be governed by the laws of Singapore. The exclusive jurisdiction for all Disputes (defined below) will be the courts located in Singapore, and you and us each waive any objection to jurisdiction and venue in such courts.

Dispute Resolution.

Informal Resolution of Disputes. You and us must first attempt to resolve 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 the Site (collectively, “Disputes”) informally. Accordingly, neither you nor us may start a formal court proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver your written notices via email to us to support@audibles.app.

Class Action Waiver. YOU AND US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

General Terms.

Reservation of Rights. We exclusively own all right, title and interest in and to the Site, including all associated intellectual property rights. You acknowledge that the Site is protected by copyright, trademark, and other laws of Singapore and other jurisdictions. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site.

Entire Agreement. If any provision of these Terms is held invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null. We may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Waiver of Rights. Our failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by our duly authorized representative. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

Contact Information. If you have any questions about these Terms or the Site, please contact us at support@audibles.app.

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Nothing contained in the Documentation is or may be relied upon as a promise, representation or undertaking as to the future performance of Audibles.

By accessing the Documentation (or any part thereof), you shall be deemed to represent and warrant as follows: (a) in any decision to acquire any digital asset, you have not relied on and shall not rely on any statement set out in the Documentation; (b) you will and shall at your own expense ensure compliance with all laws, regulatory requirements and restrictions applicable to you (as the case may be); (c) you acknowledge, understand and agree that the digital asset may have no value, there is no guarantee or representation of value or liquidity for the digital asset, and the digital asset is not an investment product nor is it intended for any speculative investment whatsoever; (d) we shall not be responsible for or liable for the value of the digital asset, the transferability and/or liquidity of the digital asset and/or the availability of any market for the digital asset through third parties or otherwise; (e) you acknowledge, understand and agree that you are not eligible to participate in the distribution of the digital asset if you are a consumer or a citizen, national, resident (tax or otherwise), domiciliary and/or green card holder of a geographic area or country (i) where it is likely that the distribution of the digital asset would be construed as the sale of a security (howsoever named), financial service or investment product and/or (ii) where participation in digital asset distributions is prohibited by applicable law, decree, regulation, treaty, or administrative act (including without limitation the United States of America, Canada, and the People's Republic of China).

Prospective acquirers of the digital asset should carefully consider and evaluate all risks and uncertainties (including financial and legal risks and uncertainties) associated with the distribution of the digital asset.

In particular, it is highlighted that the digital asset: (a) does not have any tangible or physical manifestation, and does not have any intrinsic value (nor does any person make any representation or give any commitment as to its value); (b) is non-refundable and cannot be exchanged for cash (or its equivalent value in any other digital asset) or any payment obligation; (c) does not represent or confer on the token holder any right of any form with respect to us (or any of their respective affiliates); (d) is not intended to represent any rights under a contract for differences or under any other contract the purpose or pretended purpose of which is to secure a profit or avoid a loss; (e) is not intended to be a representation of money (including electronic money), security, commodity, bond, debt instrument, unit in a collective investment scheme or any other kind of financial instrument or investment; (f) is not a loan to us, is not intended to represent a debt owed by us, and there is no expectation of profit. To the extent a secondary market or exchange for trading digital asset does develop, it would be run and operated wholly independently of us. We will not create such secondary markets nor will either act as an exchange for the digital asset.

All information set out in Documentation or any statements on social media is only conceptual, and describes the future development goals to be developed. Please do not rely on this information in deciding whether to participate in the digital asset distribution because ultimately, the development, release, and timing of any products, features or functionality remains at the sole discretion of us, and is subject to change. Further, the Documentation may be amended or replaced from time to time. There are no obligations to update the Documentation, or to provide recipients with access to any. No regulatory authority has examined or approved, whether formally or informally, any of the information set out in the Documentation. No such action or assurance has been or will be taken under the laws, regulatory requirements or rules of any jurisdiction.

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