

Uplift Aerospace NFT Terms of Sale

This is an agreement between you (Purchaser, you) and Uplift Aerospace, Inc. (Uplift, Seller, we, us) related to the purchase of a non-fungible token (NFT) for an associated digital asset (Digital Asset) for the purpose of providing a digital membership token to access member benefits, products, and services through Space+ program provided by Uplift. We agree to sell, and you agree to purchase, the NFT subject to these terms and conditions, inclusive of any license rights or obligations explained below (Terms).

These Terms will apply to you or any subsequent owner of the NFT, and you agree to make any subsequent purchaser of the NFT, or any rights in the NFT, aware of these Terms. These Terms are subject to change at the sole discretion of Uplift. Any subsequent transfer of rights in the NFT or continued use of the NFT are subject to all changes to these Terms, unless otherwise noted in such changes.

1. Purchase of NFTs

We may list NFTs for sale from time to time at prices determined solely by us. We may list an NFT as a stand-alone asset or as part of a bundle of assets. You are purchasing rights to the NFT, but not the rights to the associated Digital Asset or any source files or other data related to the Digital Asset. Similarly, you are not purchasing rights to access such files, the hosting server, or any related platform services.

You may purchase an NFT by making the required payment in any currency authorized by us for that NFT, submitting any information required by us in connection with the purchase, and agreeing to these Terms. As a precondition to your purchase, you represent and warrant that all information you provide to us is true and accurate at the time it is provided, you are authorized to use the funds and complete the purchase requested, and you will pay all expenses associated with your transaction, which may include taxes and other government fees, platform and other processing fees, finance charges, and all other fees associated with the purchase.

We may require you to connect to or provide a digital wallet for delivery of the NFT at the time of purchase.

All purchases must be paid in full at the time of the purchase and are non-refundable. Any payments which are subject to later adjustments of any kind, whether initiated by you or your financial institution or another party, are not considered paid in full. Any rights in a NFT transferred by us without your payment in full are subject to reversal or cancellation, and you agree to not assert any rights in any NFT for which you have not made payment in full.

If a refund of part or all of your purchase price is deemed necessary by us, in our sole discretion, you authorize us to process such refund using the same form of digital currency you used for the payment or another digital currency of our choosing. The value of such refund will be the value at the time of purchase or at the time of refund, whichever is lower. You agree to be responsible for any and all transaction fees associated with such refund and authorize us to deduct anticipated or actual transaction fees from the amount of your refund.

2. Risks

You understand that your purchase of a NFT may be risky. As a precondition of your purchase, you specifically acknowledge:

- the costs and market demand for a blockchain resource like a NFT may be very unstable;
- many factors, including unpredictable factors, may substantially impact the worth of any NFT you own, which may decrease any value or worth in a NFT you purchase from us;
- there is no assurance that a NFT will have or hold any worth;
- your access to a NFT may be impacted, including negatively, by other platforms, protocols, and market participants, some of which may be inadequate or malicious in their purposes;
- we do not make any guarantees about the accessibility of any NFT or Digital Asset;
- the adoption of government or industry regulations may impact the value or transferability of a NFT;
- we do not provide and will not provide any fiduciary, advisory, brokerage, exchange or other similar services to you or any other person;
- you are solely responsible for any decision to enter into a transaction subject to these Terms, including the evaluation of any and all risks related to any such transaction;
- your ownership of NFTs remains contingent upon you remaining in control of the seed phrases, private key(s), and other credentials associated with your digital wallet, and we might not store any information in connection with your digital wallet beyond that required for the sale of NFTs; and
- we do not represent or guarantee any outcomes or any financial return from your acquisition of any NFT from us.

In light of these and various other risks related to the purchase of a NFT, you acknowledge and accept these risks based on your education and familiarity with NFTs. You also agree you are exclusively responsible for deciding the nature, expected worth, reasonableness, and propriety of these risks for yourself. We will not be liable for any known, unpredictable, or unforeseeable risks that may impact the value of or access to a NFT.

3. Title and Transfer

The legal title in any NFT purchase transfers to you or your specified recipient upon completion of the purchase of the NFT. It is your sole responsibility to ensure that the destination of any transfer of a NFT is directed to the correct address, location, or owner. We do not validate or take any responsibility for the destination of any transfers specified by you or on your behalf by another person. YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS FOR ANY ERRORS RELATED TO TRANSFERS OF YOUR NFT.

You are responsible for ensuring your digital wallet is accurately linked. If you lose your private key, login, seed phrase, or other credentials for your digital wallet you will likely lose access permanently to your NFT (and any other digital assets stored in your digital wallet). We cannot recover any credentials for you or your digital wallet.

4. License Rights

Your purchase of the NFT entitles you to receive ownership in the NFT itself, including the right to store and to further transfer the NFT in a subsequent transaction.

We grant to you a non-exclusive, personal, limited license to display the digital asset in connection with a proposed transfer of the NFT.

We also grant to you a non-exclusive, personal, limited license to display the Digital Asset in connection with your personal, non-commercial use, provided that your use of the digital asset:

- is not malicious, defamatory, harmful, trade libelous, obscene, indecent, abusive, offensive, threatening, harassing, violent, hateful, inflammatory, or otherwise objectionable or unlawful;
- does not have the purpose or effect of creating an intimidating or hostile environment;
- does not contain ethnic slurs or personal insults;
- does not promote sexually explicit or pornographic material, violence, hatred, intolerance, cruelty, or discrimination;
- does not promote any illegal activity or advocate, promote, or assist any unlawful act;
- does not involve commercial activities or sales or advertising; does not invade, violate, or infringe any patent, trademark, service mark, trade secret, copyright, or other intellectual property or other right of any person;
- is not combined or associated with any materials which violate these conditions.

We reserve all other rights in the Digital Asset. You do not have the right to:

- modify the Digital Asset;
- incorporate the Digital Asset into any other work;
- display the Digital Asset for non-personal purposes;
- display the Digital Asset for commercial purposes; or
- sub-license your rights to a third party without our express written authorization.

5. Additional Rights

You understand and agree that your ownership, possession, or control of a NFT does not guarantee you any additional rights after your purchase of the NFT. We may, in our sole discretion, determine to provide to you additional rights or privileges associated with your NFT. In the event we notify you of the availability of such additional rights, you may be required, in our sole discretion, to perform additional actions or provide additional information in order to claim or benefit from such additional rights.

6. Subsequent Sale of NFTs

You acknowledge and agree you will ensure all subsequent owners of the NFT are bound by these Terms. In the event you elect to subsequently transfer a NFT to a third party, you agree that, prior to such transfer, you will notify such third party of these Terms and cause such third party to agree to and accept all the Terms as a condition of the sale of the NFT to such third party.

If you engage in a secondary sale of a NFT to another purchaser, that transaction may involve third party platforms or blockchain digital wallets which are not associated with us and may be subject to transaction fees charged by that network. Should any transfer be conducted using a marketplace we provide, then fees and charges may apply to those transactions payable to us at the time of the transaction.

We do not set the value of your secondary transaction with a third party. However, we may require that such third-party purchaser comply with requirements established by us for the NFT purchased, the type of transfer used for such transaction, and/or the Digital Asset associated with the NFT.

We reserve the right to change, remove, or otherwise alter any additional or supplemental rights associated with the NFT prior to its transfer to a third-party purchaser.

Your license rights terminate with the sale of your NFT, or any part thereof, to a third party.

7. Intellectual Property

You acknowledge and agree we own all legal rights, title, and interest in all intellectual property rights in the Digital Asset. Your License Rights in the NFT are limited to those expressly stated in these Terms. We reserve all rights and ownership in and to the intellectual property rights in the NFT that are not expressly granted in the License Rights herein.

We are not responsible for the activities, including infringing activities, of others. We cannot guarantee that additional copies of the Digital Asset associated with the NFT you purchase will not be created or distributed us (absent a separate agreement to this effect) or by others.

You shall not:

- seek trademark, copyright, or other intellectual property protection in any Digital Asset of Uplift;
- create any other non-fungible tokens based on any Digital Asset of Uplift; or
- create any derivative works based on any Digital Asset of Uplift.

In the event of a third-party claim that a Digital Asset infringes the third party's intellectual property rights, we reserve the right, in our sole and absolute discretion, to (a) modify such Digital Asset so that it becomes non-infringing or (b) issue a refund to you and regain complete control of such NFT. You agree to cooperate fully and promptly with us to accomplish the remedy we select.

8. Warranties

We represent and warrant that:

- we own, or have the right to use the Digital Asset in the NFTs which we sell and are legally entitled to, and are capable of, selling the NFTs offered for sale; and
- we will give you notice before we discontinue or alter the rights or features of any NFTs which you have purchased.

You represent and warrant:

- you are sufficiently experienced and educated to make decisions regarding the procurement or purchase of NFTs from us, including sufficient experience in dealing with and storing NFTs using a digital wallet;
- you have the necessary experience, resources, certificates, licenses, permits and approvals to procure or purchase NFTs in your jurisdiction, and any transactions under these Terms or in your use of the NFT will be legal under the applicable laws of your jurisdiction;
- all information you supply is true and accurate as at the time it is given and will be true, accurate, and not misleading or deceptive for so long as you own a NFT purchased from us;
- any digital wallet identifiers you provide to us have been generated in accordance with best practice security measures, and no other party, other than you or your authorized representative, has used, or has access to, the seed phrases, private keys, or other credentials required to effect transfers from, your digital wallet;

- there are, to your knowledge, no facts, circumstances, or other information which you have not fully and fairly disclosed to us in a manner and to an extent that it would impact our ability to make a reasonable assessment of those facts, matters and circumstances prior to entering into a transaction to sell you an NFT and is of such nature and materiality that a reasonable person, having been made aware of, could not reasonably be expected to consider prior to entering into a transaction for the sale of NFTs;
- you are not involved in any capacity in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration (nor which are pending or threatened) concerning NFTs;
- you are not involved in any capacity in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration (nor which are pending or threatened) with us;
- you have legal and legitimate ownership of or management over will, and can substantiate, the source of funds involved in any transactions with us to purchase a NFT;
- no digital currency transferred to us has been derived from any illegal or unlawful activity;
- you are the lawful owner of any digital wallet nominated for delivery of NFTs, and each digital wallet is owned and operated solely for your benefit, and no person has any right, title, or interest in your nominated digital wallet; and
- you have had the opportunity to obtain independent legal advice in relation to these Terms and your purchase of a NFT.

9. Termination

These Terms and the License associated with an NFT may be terminated for cause with immediate effect under any of the following circumstances:

- by us if any of the Purchaser representation and warranties are inaccurate or breached by you;
- by us if any material limitation of the License Rights is breached; or
- by either party if the other party commits any material breach of its obligations under these Terms and fails to remedy such breach (if capable of remedy) within 30 days of receipt of notice from the non-defaulting party requiring it to do so.

Termination of these Terms does not affect the rights of the parties which have accrued prior to termination. Upon termination of these Terms, the rights under the License will cease, including the rights to use, copy, display, and enjoy the Digital Asset associated with the NFT, provided that you shall have a continuing personal license to use any physical objects you have created for your personal use that do not breach the License Rights.

10. Indemnification

You agree to indemnify us and our personnel and will keep us and our personnel indemnified at all times to the fullest extent permitted by law in respect of any loss or claim which we, our personnel, or a third party may suffer, sustain or incur arising from, or connected with, your breach of a representation or warranty.

11. Limitation of liability

In the absence of a material breach of these Terms by us or the gross negligence, fraud, or willful misconduct by us when providing a NFT to you under these Terms, we will not be liable to you for any

amount or action on account of anything done, omitted, or allowed by us acting in good faith when providing a NFT to you pursuant to these Terms.

In any event, neither party will be liable to the other for consequential damages or indirect loss, including without limitation loss of profits, loss of chance, loss of expectations, or loss or opportunity for any loss or claim.

Our total liability to you, if any under any circumstances, is limited to the amount for which a NFT was originally sold by us to you or the current value of such NFT, whichever is lower. We shall not be liable for any additional amounts.

12. General Conditions

These Terms are governed by the laws of Utah. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Utah.

These Terms constitute the entire agreement of the parties and supersedes all prior discussions, representations, undertakings and agreements. We reserve the right to amend these Terms from time to time in our sole discretion. Amendments will be effective as soon as such changes are notified to you in writing from time to time. Posting these Terms on our website shall constitute notifying you in writing.

All notices in connection with these Terms must be in writing and in English and sent to, in the case of us, our nominated email, or in the case of you, to your email address of record with us. You agree to notify us in writing of any changes to your contact details. Any notice will be deemed to be received upon receipt or within 24 hours of sending the electronic message (unless a rejection message is received).

All disputes between the parties will be settled through mediation or arbitration, to the extent possible, prior to commencement of any litigation by either party. The prevailing part of any dispute is entitled, in addition to any other remedies available, to payment of reasonable attorneys' fees.

We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstances beyond our reasonable control (including but not limited to epidemics, pandemics, natural disasters, blockchain congestion or attacks, government sanctions or orders, whether known or unknown at the time the parties enter into these Terms).

A provision of these Terms or a right created under it may not be waived except in writing signed by the party granting the waiver. The waiver of any right or remedy under these Terms shall not operate as a waiver for any other rights or remedies.

These Terms are for the benefit of the parties and their successors and assigns. The parties and their successors and assigns are bound by these Terms. We may assign our rights under these Terms without your consent, including at any time. To the extent any party purchases a NFT from you, they are deemed to have taken an assignment of these Terms as published at the time of the purchase and you must provide that party with a link or copy of these Terms.

If any provision of these Terms is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be interpreted, to the extent possible, to save such provision, without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

Nothing in these Terms constitutes the parties as partners, employees, or agents of the other party. Neither party has any authority to bind the other party.