

# Alien Astronaut DJs

## User rights, terms and conditions

Last updated March 1st, 2024

We are earth Foundation, LLC ("**earth Foundation**," "**company**," "**we**," "**us**," "**our**"), a company registered in Idaho, United States at 2400 West Beacon Light Road, Eagle, ID 83616 USA.

We operate the website [alasdjs.com](https://alasdjs.com) (the "**site**"), as well as any other related products and services that refer or link to these legal terms (the "**terms**") (collectively, the "**services**").

Alien Astronaut DJs, also known as [alasdjs](https://alasdjs.com), are non-fungible token (NFT) digital assets. Each Alien Astronaut DJ has a unique image and a unique sound. The Alien Astronaut DJs ecosystem includes 1,000 Alien Astronaut DJs art NFTs, the Alien Astronaut DJs Studio, and an unlimited number of Alien Astronaut DJs music NFTs.

The Alien Astronaut DJs *art* NFTs are minted by a smart contract deployed to the ethereum blockchain at this public address: `0xb730d78595594330c4bcb7fdb7a39786cf4a26b5`, the ("Alien Astronaut DJs *art* NFTs smart contract").

The Alien Astronaut DJs *music* NFTs are minted by a smart contract deployed to the ethereum blockchain at this public address: `0x3C9e2a01407a456C45E8B41FB310DA4f06BA0EF9`, the ("Alien Astronaut DJs *music* NFTs smart contract").

The art and music NFTs are referred to collectively as ("Alien Astronaut DJs NFTs"). For the purposes of this Agreement, any reference to Alien Astronaut DJs NFTs shall include and incorporate the artwork and song NFTs.

These terms are a legally binding agreement by and between earth Foundation, LLC. ("earth Foundation," "we" or "us"), and any owner of an Alien Astronaut DJs NFT ("you", "your" or "owner") governing the parties' rights and obligations with respect to Alien Astronaut DJs NFTs.

You can contact us emailing [support@earth.io](mailto:support@earth.io), or by mail to:

earth Foundation, LLC  
2400 West Beacon Light Road  
Eagle, ID 83616 USA

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and earth Foundation, LLC, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

## 1. Exclusive Rights

When you own a digital wallet that holds an Alien Astronaut DJs NFT, as recorded by the Alien Astronaut DJs smart contract, you have the exclusive right to hold, sell, transfer, and execute blockchain transactions involving that Alien Astronaut DJs NFT ("your Alien Astronaut DJs NFT"). Except for the Alien Astronaut DJs NFTs that we own, earth Foundation has no right or ability to seize, freeze, or otherwise modify the ownership of any Alien Astronaut DJs NFT.

## 2. License

Subject to your acceptance of, and compliance with, these Terms, upon lawfully acquiring your Alien Astronaut DJs NFT and, for so long as you own your Alien Astronaut DJs NFT (the "License term"), earth Foundation grants to you an exclusive, universal, royalty-free, sub-licensable license ("License") to:

(a) use, reproduce, and distribute your Alien Astronaut DJs NFT.

(b) create, use, reproduce, and distribute *derivative* Alien Astronaut DJs NFT works, ("derivative works") based upon your Alien Astronaut DJs NFT artwork and/or musical elements.

The License is intended to be broad, enabling you to make both commercial and non-commercial uses of your Alien Astronaut DJs artwork NFTs or derivative works, in any and all media, whether existing now or invented later, subject only to the restrictions set forth herein.

The elements of the License pertaining to Alien Astronaut DJs *music* NFTs do grant you the right to sample, extract, or remix Alien Astronaut DJs *music* NFTs as desired for use in separate work.

The elements of the License pertaining to Alien Astronaut DJs *art* NFTs extend only to your whole Alien Astronaut DJs NFT art element(s), meaning the complete selection and arrangement of all features, attributes, and other elements that comprise your Alien Astronaut DJs *art* NFT. For example, the License allows you to create alternate depictions of your Alien Astronaut DJs art, or add new elements to your Alien Astronaut DJs art, but the License does not allow you to extract individual features such as accessories, caricatures, backgrounds, etc., for use in any separate work. Therefore, while the License allows you to create and use derivative Alien Astronaut DJs artworks, the License does not grant you rights in any individual element of your Alien Astronaut DJs art

elements, or a license to use any individual element of the art separate and apart from your Alien Astronaut DJs art.

You may acquire trademark rights in your use of your derivative work in accordance with, and subject to, these Terms and applicable law. Any application to register a trademark for a derivative work must occur during the License term and be based solely upon the actual use of the derivative work in commerce and solely for the goods or services in connection with which your derivative work has actually been used in commerce in the applicable jurisdiction as of the date of the application. You may not seek to register a trademark in your derivative work on an “intent to use” basis or where you otherwise have not used your derivative work in commerce.

The License does not grant you any rights in or to earth Foundation, LLC or any other trade names, brands, trade dress, or trademarks (e.g., “Alien Astronaut DJs” or “earth Foundation”), all of which are expressly reserved to earth Foundation collectively, “earth Foundation rights”. You hereby agree that any earth Foundation rights you purport to acquire, together with any associated goodwill, shall automatically, immediately, and at your expense be assigned to earth Foundation.

You may not use your Alien Astronaut DJs NFTs or derivative works 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.

You may not use your Alien Astronaut DJs NFTs or derivative works in a manner that violates applicable law.

All rights not expressly granted herein are reserved by us.

You grant to earth Foundation an irrevocable, perpetual, non-exclusive, universe-wide, royalty-free, sub-licensable license to publicly display and otherwise use your Alien Astronaut DJs NFT and your derivative works for any purpose, and in any fashion, and whether for profit, or not for profit.

### **3. Ownership**

#### **(a) Alien Astronaut DJs NFTs**

earth Foundation grants you the License to use your Alien Astronaut DJs NFT for as long as you own your Alien Astronaut DJs NFT. However, earth Foundation retains ownership of all rights, title, and interest in and to the Alien Astronaut DJs artwork and musical elements including any and all copyrights, trademarks, and other intellectual property rights (“IP”) pertaining thereto.

#### **(b) Derivative works**

You own all rights, title and interest in and to any derivative work based upon your Alien Astronaut DJs NFT that you create or cause to be created during the License term as defined below, provided, however, that:

(i) we retain the copyright in the Alien Astronaut DJs NFT art and musical elements underlying any derivative work;

(ii) your continued use of any derivative work during and after the License term is subject to these Terms, and;

(iii) your continued use of any derivative work after the License term may require a license from the current owner of the Alien Astronaut DJs NFT.

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

#### **4. Enforcement**

You may include the following copyright notice with your derivative work: “Alien Astronaut DJs ©2024 earth Foundation, LLC” (the “earth Foundation copyright notice”). Provided that you include the earth Foundation copyright notice, and subject to your compliance with these Terms, you may also include a copyright notice identifying you, or such other person you designate, as the copyright owner of any derivative work created during the License term.

Any application to obtain a copyright registration of your derivative work shall identify “earth Foundation, LLC” as the copyright owner of the derivative work. Any application to obtain a copyright registration in a derivative work may identify you or such other person you designate as the copyright owner but shall identify your derivative work as a preexisting work upon which the derivative work is based.

To the extent applicable law authorizes you to bring a claim for infringement against a third party, or against another Alien Astronaut DJs NFT owner, or earth Foundation, based upon the unauthorized use of your derivative work, you agree that:

(a) any such claim shall be based solely upon the unauthorized use of your derivative work, not on the ground that another derivative work is substantially similar to your derivative work; and

(b) earth Foundation 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.

earth Foundation has no obligation to support the resolution of, or resolve any dispute that may arise between Alien Astronaut DJs NFT owners.

#### **5. Transfers**

Except as expressly provided herein, ownership of an Alien Astronaut DJs 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 Alien Astronaut DJs NFT.

Upon the transfer of your Alien Astronaut DJs NFT to a new Owner, as recorded by the Alien Astronaut DJs smart contract:

- (a) your License hereunder shall immediately and automatically terminate;
- (b) you must discontinue any use of your Alien Astronaut DJs NFT as a trademark or other source identifier; and
- (c) 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.

If, during the License term, you create and make available to the public a derivative work using your Alien Astronaut DJs NFT (a “published derivative work”), you may, except as set forth in Section 5(b), continue to use that published derivative work in accordance with these Terms after the License term, provided, however, that:

- (a) you will be responsible for any obligations or liabilities arising from your continued use of the published derivative work after the license term, and;
- (b) this privilege does not allow you to use the derivative work to create any new derivative works or materials after the license term.

For example:

A video series featuring your derivative work 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 derivative work would require a license from the new owner.

After the License term, you may sell remaining (at the time of transfer) inventories of merchandise featuring your Alien Astronaut DJs NFT that were created and offered for sale during the License term, but the creation of any new merchandise or inventory featuring the Alien Astronaut DJs NFT would require a license from the new Owner.

## **6. Royalties**

Alien Astronaut DJs NFTs use a royalty system that is dependent on third party platforms. earth Foundation has no control over such platforms, nor whether or not an Alien Astronaut DJs NFT will be sold using such a platform, and thus there is no certainty or guarantee that royalties will be paid now or in the future.

## **7. Owner’s Representations and Warranties**

Owner represents and warrants that Owner:

- (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 Alien Astronaut DJs NFT 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 earth Foundation, its licensors, or any right of any third party, and;

(d) is not, and will not, knowingly execute a transaction involving an Alien Astronaut DJs NFT with any person who is 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 is listed on any U.S. Government list of prohibited or restricted parties.

## **8. Warranty Disclaimers**

EACH ALIEN ASTRONAUT DJ'S NFT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, EARTH FOUNDATION 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.

EACH ALIEN ASTRONAUT DJ'S 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 IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM BLOCKCHAIN, WHICH EARTH FOUNDATION DOES NOT CONTROL.

EARTH FOUNDATION WILL NOT BE RESPONSIBLE OR LIABLE TO OWNER FOR ANY LOSS IN CONNECTION WITH ANY ALIEN ASTRONAUT DJ'S NFT AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO OWNER FOR ANY USE OF OR INABILITY TO USE ANY ALIEN ASTRONAUT DJ'S NFT, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES, OR CLAIMS ARISING FROM:

(a) USER ERROR SUCH AS FORGOTTEN KEYS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES;

(b) THE BEHAVIOR OR OUTPUT OF ANY SOFTWARE OR HARDWARE;

(c) DATA LOSS OR CORRUPTION;

(d) ANY FEATURES, DEVELOPMENT, ERRORS, OR OTHER ISSUES WITH BLOCKCHAIN NETWORKS OR WALLETS;

(e) UNAUTHORIZED ACCESS TO ANY ALIEN ASTRONAUT DJ'S NFT; OR

(f) THE ACTS OR OMISSIONS OF ANY THIRD PARTY.

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

## **9. Assumption of risk**

earth Foundation is not responsible for determining or paying any taxes that apply to any Owner's purchase, sale, or transfer of rights in each Alien Astronaut DJs NFT. As between the parties, Owner is solely responsible for determining what, if any, taxes apply to such transactions.

Transactions involving Alien Astronaut DJs NFTs may 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 earth Foundation 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.

Alien Astronaut DJs NFTs may be used in a variety of ways. While we strongly encourage transparency, communication, and research prior to acquiring an Alien Astronaut DJs NFT, including to understand what previous and existing uses have been made of the Alien Astronaut DJs NFT and how those uses may affect value, any purchase of an Alien Astronaut DJs NFT is at the purchaser's own risk. earth Foundation is not responsible for verifying or providing information on how an Alien Astronaut DJs NFT has been used previously. Additional documentation from an Owner may be necessary or prudent.

## **10. Indemnity**

You agree to and shall defend, indemnify, and hold earth Foundation, 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 Alien Astronaut DJs NFTs, including, but not limited to any failure to deliver Alien Astronaut DJs NFTs to market, any failure of the underlying Alien Astronaut DJs NFTs technology, or any failure to continue to support the Alien Astronaut DJs NFTs marketplace, as well as 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 Alien Astronaut DJs NFT, whether or not such person personally purchased a Alien Astronaut DJs 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 exempted 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 earth Foundation 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.

## **11. Limitation of Liability**

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 ALIEN ASTRONAUT DJS NFT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EARTH FOUNDATION 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.

BY PURCHASING OR OWNING AN ALIEN ASTRONAUT DJS NFT, OWNER ACKNOWLEDGES THAT THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EARTH FOUNDATION AND OWNER.

## **12. Dispute Resolution**

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 Alien Astronaut DJS NFT ("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.

As a limited exception:

- (a) the parties may seek to resolve a Dispute in small claims court if it qualifies, and;
- (b) 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.

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](http://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.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, and earth Foundation will not seek to recover the administration and arbitrator fees for which earth Foundation is responsible unless the arbitrator finds your Dispute is frivolous. If earth Foundation prevails in arbitration, earth Foundation will pay all of its attorneys' fees and costs and will not 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.

Except as provided 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 earth Foundation 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.

YOU AND EARTH FOUNDATION 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.

With the exception of any of these Dispute Resolution provisions, 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.

### **13. Amendments**

earth Foundation reserves the right to clarify or amend these Terms by publicly publishing a new version of them to [alasdjs.com/useragreement](http://alasdjs.com/useragreement) or any successor website.

### **14. Governing Law and Forum**

earth Foundation, LLC is an Idaho, USA Limited Liability Company. 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 Idaho, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 12 (Dispute Resolution), the exclusive jurisdiction for all Disputes

(defined above) will be the state and federal courts located in the State of Idaho, and you and earth Foundation each waive any objection to jurisdiction and venue in such courts.

## **15. Miscellaneous**

The License applies only to the Alien Astronaut DJs NFTs on the blockchain that earth Foundation 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 Alien Astronaut DJs NFTs, only the non-fungible token recorded on the blockchain designated by earth Foundation 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 earth Foundation is void and invalid. These Terms will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns.

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 13 or 15 or as the parties may agree in writing. Failure to promptly enforce a provision of these Terms or any rights related to the Alien Astronaut DJs NFTs will not be construed as a waiver of such provision or rights. 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. 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. 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. 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.

Neither party will be afforded or denied preference in the construction of these Terms.

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"; and any terms, words or phrases that are presented as singular or plural shall be considered equal and interchangeable.

Owner may give notice to earth Foundation by contacting earth Foundation at [legal@earth.io](mailto:legal@earth.io). Notice is effective upon receipt. 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.

NOTICE REGARDING ARBITRATION AND CLASS ACTION WAIVER: BY ACCEPTING THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND EARTH FOUNDATION THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW THIS DOCUMENT CAREFULLY FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO YOU, BUT THE REMAINING PROVISIONS OF THIS AGREEMENT 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.

BY PURCHASING AN ALIEN ASTRONAUT DJS NFT, YOU AGREE TO ABIDE BY AND ADHERE TO THE TERMS OF THIS AGREEMENT.