

The AlohaDao website (<https://aloha-dao.com>) (the “**Site**”) allows users the opportunity to purchase unique, non-fungible tokens (NFTs) (“**Aloha Dao NFTs**”) that serve as digital collectibles. These Terms of Use (“**Terms**”) are a legally binding agreement between you and Aloha Dao and set forth the terms for your use of the Site (however accessed, whether via web, mobile, or otherwise) and the limited services made available through the Site as described herein (the Site and services, collectively, the “**Services**”).

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTIONS 11 or 12 BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND Aloha Dao WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

BY USING THE SITE OR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THE SITE OR SERVICES.

1. **Purchasing Aloha Dao NFTs.**

Third Party Vendors. All transactions made through the Services are managed and confirmed on the blockchain, and are processed by third-party vendors (collectively, “**Third Party Vendors**”), rather than by Aloha Dao. For example, in order to initiate the minting and purchase of a NFT, and to display, store, trade and sell your NFT, you may need to set up, respectively, an electronic wallet with Metamask (provided by ConsenSys Software Inc.). By using the Services to do any of the foregoing, you agree to the terms of service, and, where applicable, the privacy policies of such Third Party Vendors, including without limitation the Metamask [terms of service](#) and [privacy policy](#). Except as expressly set forth herein, those Third Party Vendor terms govern the transaction that is effectuated on the blockchain when you request to mint any NFT, including any related decentralized technologies (e.g., Matic), websites, services, tools, applications, smart contracts, and APIs which are provided by such Third Party Vendors. For clarity, the Services do not include services provided by Third Party Vendors. You hereby expressly grant Aloha Dao the right, power, and authority to transmit your information to such Third Party Vendors as reasonably necessary for Aloha Dao to provide the Services to you. Aloha Dao has no affiliation with any Third Party Vendors, and Aloha Dao does not and will not collect or receive any of the information, including any personal information, that you provide to such Third Party Vendors, except for any information that may be publicly available on the blockchain. Because Aloha Dao has no control over

Third Party Vendors, or their websites or mobile applications, you acknowledge and agree Aloha Dao is not responsible for the availability of such external websites, mobile applications or resources accessible from those Third Party Vendors, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications, nor does Aloha Dao endorse any such websites, mobile applications or resources, or the products or services assessable on such websites or mobile applications.

Purchase Terms. You may initiate a purchase of NFT(s) by selecting “Purchase/Mint” on the Site. As this is a blind drop, each buyer will receive a NFT from the collection

All purchases effectuated through the Site are final and non-refundable, except as set forth in the prior section. Purchases may be made by using one or more cryptocurrencies that we may elect to accept from time to time. We retain the right in our discretion to limit the dollar (or equivalent in other currencies) amount and number of any transactions on the Site. Aloha Dao is under no obligation to accept cryptocurrencies and we retain the right in our sole discretion to determine what currencies or payment option to accept at any time. You acknowledge and agree that all transactions effectuated through the Site are publicly visible on the blockchain when made.

You are responsible for all payments, fees and costs when engaging in any transactions involving NFTs, including, without limitation, the purchase price, transaction fees (e.g., “gas” fees) and all other fees associated with your use of the Services or the services of Third Party Vendors, including but not limited to purchasing, trading and “burning” a NFT. You also are solely responsible for payment of all national, federal, state, local or other taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any national federal, state, local, international or any other governmental authority or taxing jurisdiction, including, without limitation, any income, sales, use, value-added (VAT), goods and services and other taxes and duties associated with your use of the Services, the services of Third Party Vendors, and your purchase of NFTs from any party. You are solely responsible for any tax reporting for transactions in which you may be a seller of NFTs.

Secondary Sales. You may have the limited right to sell or transfer your NFTs on the marketplace. We do not monitor or control any marketplace purchases or sales, or any other activity beyond that on the Site.

2. Ownership.

You acknowledge and agree that Aloha Dao (or, as applicable, its licensors) owns all legal right, title and interest in and to the content of the Site, the Artwork, and all intellectual property rights therein. Aloha Dao (on behalf of itself and, as applicable, its licensors) reserves all other rights in and to the Artwork, including all copyrights in and to the Artwork (e.g., the right to reproduce and make copies, to prepare derivative works, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).

3. DISCLAIMER OF WARRANTIES

IF YOU CHOOSE TO USE THE SITES OR SERVICES, YOU DO SO VOLUNTARILY AND AT YOUR SOLE RISK. THE SITES AND SERVICES ARE PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DISCLAIM ALL WARRANTIES OR OTHER TERMS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR TERMS OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT: THAT THE SITES OR SERVICES, OR ANY OF THEIR FUNCTIONS, WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT ANY PART OF THE SITES OR SERVICES, OR THE SERVERS THAT MAKE THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITES OR SERVICES WITH REGARD TO CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, APPROPRIATENESS FOR ANY PURPOSE, OR OTHERWISE. DUE TO THE NATURE OF THE INTERNET, Aloha Dao CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE SITES OR SERVICES. Aloha Dao MAY RESTRICT THE AVAILABILITY OF THE SITES OR SERVICES OR CERTAIN AREAS OR FEATURES IF NECESSARY, IN VIEW OF CAPACITY LIMITS, THE SECURITY OR INTEGRITY OF ITS SERVERS, OR TO CARRY OUT MAINTENANCE MEASURES

THAT ASSIST IN THE PROPER OR IMPROVED FUNCTIONING OF THE SITES OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY OF THE MATERIALS CONTAINED IN THE SITES OR SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SITES OR SERVICES.

You agree that the NFTs are not and shall not be based upon or redeemable for any tangible or physical item, or capable of use as a coupon, investment, security or other financial instrument or knowingly marketed in any other manner that would cause transactions to be governed by any applicable securities laws, including but not limited to the Securities Act of 1933, and are not convertible virtual currencies.

You acknowledge and agree that the characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology is uncertain and continually evolving, and is accompanied by inherent risks, including risks related to faulty or insufficient hardware, software, or internet connections; introduction or intrusion of malicious code or software; hacking or unauthorized access to your digital wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention and/or tax treatment in relation to transaction in cryptocurrency. You further acknowledge and agree that digital assets are highly experimental, risky, and volatile, and your use of the Site and Services to purchase digital assets may carry substantial financial risk, including the risk of loss in trading digital assets. By using the Site or Services, you represent that you have sufficient knowledge, sophistication, and experience with respect to NFTs, cryptocurrency, and blockchain technology, to make your own evaluation of the merits and risks of any transaction conducted via the Site or Services or any digital asset associated with such transaction. Under no circumstances will the operation of all or any portion of the Site or Services by Aloha Dao be deemed to create a relationship that includes the provision or tendering of investment advice.