Last Updated: [9/15/22]

HEDZ Agreement

Read this agreement carefully. You may not use the hedz.fun website unless you agree to its terms and conditions.

This agreement is between you and Chain/Saw LLC ("Chain/Saw," "we" or "us") concerning your use of this site. We may update this agreement from time to time, so check the last updated date above.

Royalties. Each HEDZ NFT is subject to a 10% royalty on all future sales.

Blockchain. You acknowledge that you understand blockchain technology, NFTs, digital assets and wallets, smart contracts, and cryptocurrencies enough to appreciate the risks associated with bidding on, minting and buying a HEDZ NFT.

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LIMITATION OF LIABILITY. NEITHER CHAIN/SAW NOR ANY OF ITS LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SITE, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, NEITHER CHAIN/SAW NOR ITS LICENSORS WILL BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE BY ANY CHAIN/SAW ENTITY OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SITE IS TO STOP USING THE SITE. CHAIN/SAW'S AND ITS LICENSORS' MAXIMUM

AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, THAT YOU'VE PAID US IN THE SIX MONTHS BEFORE YOUR CLAIM ACCRUED.

Governing Law. This agreement is governed by and shall be construed in accordance with the laws of the State of New York, USA without regard to any conflicts of law principles that would result in the application of the law of another jurisdiction.

Arbitration. Any dispute, controversy or claim arising out of or relating to this agreement, whether under contract, tort, statute or any other legal theory, or the breach, termination or invalidity of this agreement, shall be finally settled by binding arbitration ("**Arbitration**") before a single arbitrator administered by the American Arbitration Association and conducted in accordance with its Commercial Arbitration Rules in effect when the Arbitration is noticed. The place of arbitration shall be New York County, New York. The Arbitration proceedings shall be confidential and in English. The award rendered by the arbitrator shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. Any Arbitration brought in connection with this agreement will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No Arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. To the extent allowed under applicable law, you and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account if we are a party to the proceeding. **You are giving up your right to participate as a class representative or class member on any class claim you may have against us including any right to class arbitration or any consolidation of individual arbitrations.**

This agreement constitutes the entire agreement between you and Chain/Saw regarding its subject matter.

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