

HOST THE GHOST is a collection of digital artworks (NFTs) running on the Solana network. This website is only an interface allowing participants to purchase digital collectibles. Users are entirely responsible for the safety and management of their own private Solana wallets and validating all transactions and contracts generated by this website before approval. Furthermore, as the HOST THE GHOST smart contract runs on the Solana network, there is no ability to undo, reverse, or restore any transactions. This website and its connected services are provided “as is” and “as available” without warranty of any kind. By using this website you are accepting sole responsibility for any and all transactions involving HOST THE GHOST digital collectibles.

## 1. Ownership

A. You Own the NFT. Each Ghost is an NFT on the Solana blockchain. When you purchase an NFT, you own the underlying Ghost, the Art, completely. Ownership of the NFT is mediated entirely by the Smart Contract and the Solana Network: at no point may we seize, freeze, or otherwise modify the ownership of any Ghosts.

B. Personal Use. Subject to your continued compliance with these Terms, we grant you a worldwide, royalty-free license to use, copy, and display the purchased Art, along with any extensions that you choose to create or use, solely 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 Ghost / NFT, provided that the marketplace cryptographically verifies each Ghost owner’s rights to display the Art for their Ghosts to ensure that only the actual owner can display the Art; or (iii) as part of a third party website or application that permits the inclusion, involvement, or participation of your Ghost, provided that the website/application cryptographically verifies each Ghost owner’s rights to display the Art for their Ghost to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Ghost leaves the website/application.

C. Commercial Use. Subject to your continued compliance with these Terms, we grant you an unlimited, worldwide license to use, copy, and display the purchased Art for the purpose of creating derivative works based upon the Art (“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 Ghosts generally, provided that the marketplace cryptographically verifies each Ghost owner’s rights to display the Art for their Ghost to ensure that only the actual owner can display the Art; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of Ghosts generally, provided that the third party website or application cryptographically verifies each Ghost owner’s rights to display the Art for their Ghost to ensure that only the actual owner can display the Art, and provided that the Art is no longer visible once the owner of the Purchased Ghost leaves the website/application; or (iii) earning revenue from any of the foregoing.

D. HTG IP. Other than the rights to the Art, nothing herein gives you any rights to any other trademarks or other intellectual property rights belonging to HOST THE GHOST including, without limitation, to HOST THE GHOST, Ghosts, HTG, and the associated logos. All of these rights are expressly reserved by the founders of HOST THE GHOST.

E. Feedback. You may choose to submit comments, bug reports, ideas or other feedback about the Site, including without limitation about how to improve the Site (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without additional compensation to you and you hereby grant us a perpetual, irrevocable,

nonexclusive, worldwide license to incorporate and use the Feedback for any purpose.

## 2. Your Obligations

You are solely responsible for your own conduct while accessing or using the Site, and for any consequences thereof. You agree to use the Site only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, hateful, violent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person; (iv) upload, post, transmit or otherwise make available through the Site any content that infringes the intellectual property or proprietary rights of any party or otherwise violates the legal rights of others; (v) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vi) interfere with other users' use of the Site; (vii) use the Site for any unauthorized commercial purpose; (viii) modify, adapt, translate, or reverse engineer any portion of the Site; (ix) remove any copyright, trademark or other proprietary rights notices contained in or on the Site or any part of it; (x) use any technology to collect information about the Site's for any unauthorized purpose; (xi) access or use the Site for the purpose of creating a product or service that is competitive with any of our products or services. If you engage in any of the activities prohibited by this Section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your user account.

## 3. Fees and Payment

A. If you elect to purchase a Ghost through the Site, any financial transactions that you engage in will be conducted solely through the Solana 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 Solana network.

B. Solana requires the payment of a transaction fee (a "Gas Fee") for every transaction that occurs on the Solana network. The Gas Fee funds the network of computers that run the decentralized Solana network. This means that you will need to pay a Gas Fee for each transaction.

## 4. Disclaimers

A. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK, AND THAT THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SITE AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO

YOU THAT: (I) YOUR ACCESS TO OR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, (III) USAGE DATA PROVIDED THROUGH THE SITE WILL BE ACCURATE, (III) THE SITE OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE SITE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. B. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFULL MISCONDUCT. C. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE SOLANA NETWORK NOR DO WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES REGARDING ANY SMART CONTRACTS.

#### 5. Limitation of Liability

A. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. B. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SITE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE SITE TO YOU WITHOUT THESE LIMITATIONS.

#### 6. Risk Assumption

You accept and acknowledge each of the following:

A. To the extent that you sell your HOST THE GHOST NFT, please be aware that the prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs and impact the price of your HOST THE GHOST NFT both positively and negatively. Given the volatility, NFTs such as HOST THE GHOST should not be considered an investment. You assume all risks in that connection.

B. Ownership of a HOST THE GHOST NFT 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, HOST THE GHOST has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of the HOST THE GHOST NFT and the associated art is in compliance with laws and

regulations in your jurisdiction.

C. 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.

D. 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 Ghosts. You understand and accept all risk in that regard.

E. You assume all responsibility for any adverse effects of disruptions or other issues impacting Solana or the Solana platform.

F. Depending on the popularity, scope and sales of the HOST THE GHOST NFT project, We reserve the right to adjust, change or reduce the roadmap displayed on this website. If the collection does not sell out, the execution of these elements will be at our sole discretion and may be cancelled or reduced. Our roadmap includes the acquisition of a land in the Metaverse. However, please note that we have no share in the Metaverse and no control over it. Therefore, we cannot guarantee the user experience and users will have to abide by the terms and conditions of the Metaverse.

G. This project is strictly an NFT art project that could eventually provide utilities for its holders. However, we do not guarantee any profitability for the buyers and it is understood that this is not the goal or the reason of the project. This project should not be considered as an investment. The main goals of this project are to promote art, to have fun and to have utilities for the holders.

H. As part of this project, we offer several giveaways. Depending on the popularity, scope and sales of the HOST THE GHOST NFT project, we reserve the right to reduce or cancel or reduce these giveaways. If we draw prizes that are physical goods, we reserve the right to pay the equivalent of the prize in SOL instead of giving the physical prize.

## 7. Indemnification

You agree to hold harmless and indemnify HOST THE GHOST and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and reasonable attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your misuse of the Site, or (iii) your violation of applicable laws, rules or regulations in connection with your access to or use of the Site.

## 8. Changes to the Terms and Conditions

We may make changes to the Terms at our discretion. Please check these Terms periodically for changes. Any changes to the Terms will apply on the date that they are made, and your continued access to or use after the Terms have been updated will constitute your binding acceptance of the updates. If you do not agree to any revised Terms, you may not access or use the Site.

## 9. Children

Our Site is not intended for children. You must be at least 18 years old to access this Site or purchase a HOST THE GHOST NFT. If you are under 18 years old you are not permitted to use this Site for any reason. By accessing the Site, you represent and warrant that you are at least 18 years of age.

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE SITE OR ANY PRODUCTS SOLD OR DISTRIBUTED THROUGH THE SITE, OR THE SMART CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.