

Terms of Service

Last Updated: June 17, 2024

Welcome to UMI App!

This Terms of Service Agreement (the “**Agreement**,” or “**Terms**”) is made between UMI, Inc., (“**we**,” “**us**,” “**our**”) and you, an individual user (“**you**,” “**your**”). This Agreement governs your access to and use of UMI App (the “**Services**”).

Content

1. This is a binding contract
2. Who can join the Community and use the Services?
3. Description of the Services
4. Features and Tools
5. Community purchases
6. Account creation
7. Account security
8. Your other responsibilities while using the Services
9. Prohibited activities
10. Content ownership and licensing
11. Permissions you grant to us
12. Additional rights we retain
13. Definitions
14. Disclaimers
15. Our potential liability
16. Indemnification
17. Enforceability and waivers
18. Limitation on legal actions
19. Governing law and legal forum
20. Updates

1. This is a binding contract

By creating an UMI App (the “**Community**”) account, viewing Content posted on or otherwise made available through the Community, making a purchase from us, downloading our software, or otherwise using the Services, you accept this Agreement and consent to contract with us electronically.

2. Who can join the Community and use the Services?

You may use the Services only if (i) you are at least 13 years old, (ii) you meet the minimum age of digital consent in your country, (iii) you agree to form a binding contract with us according to the Terms set forth here, and (iv) you are not a person barred from receiving the Services under the laws of your local applicable jurisdiction. If you are old enough to access the Services but not old enough to have the authority to agree to form a binding contract with us, your parent or guardian must agree to these Terms on your behalf. If you are a parent or guardian consenting to these Terms on behalf of your teenager, these Terms also apply to you, and you are responsible for your teenager's activity when using our Services.

If you are an entity other than a natural person, the person who registers the account or otherwise uses our Services must have the authority to bind the entity. In this situation, "you" refers to both the entity and each person who is authorized to access the entity's account.

We may update this Agreement at any time by posting a revised version on our website at <https://umiapp.whoisumi.com>. By continuing to use our Services, you accept any revised Agreement.

This Agreement includes our [Privacy Policy](#). Please review our Privacy Policy to learn about the information we collect from you, how we use it, and with whom we share it.

3. Description of the Services

Subject to the terms hereof, we agree to provide you with the Services. We provide the Services through our websites, applications, and other properties that we own and operate and use to deliver the Community. The Services consist of the following:

- Enabling you to upload, embed, link, share, and interact with multimedia, including multimedia related to live experiences and multimedia hosted on third-party platforms, made available to the Community by you, UMI, or other fans of the Community;
- Allowing you to connect with UMI and other people in the Community through communication, reactions, multimedia experiences, and free and purchasable digital and physical products;
- Using blockchain technology to enrich how multimedia is experienced in the Community, including by transforming such experiences into digital products and/or records of fan recognition or expression;
- Enabling you to establish a personal profile where you may showcase, among other things, your username, digital products you own, your experiences with UMI's creative work, and your activity in the Community.

4. Features and tools

Access to features: The specific features of the Community and Services available to you will depend on your level of access to or engagement within the Community. These features, and your requirements for accessing them, may change at any time at our discretion . Features may contain bugs or errors, and may otherwise malfunction. The malfunctioning or removal of any Community feature does not constitute a violation of this Agreement. By using any of the Services, you agree that they may not work properly or may otherwise contain bugs or errors, and they may be modified or discontinued at any time.

Creation tools: We may allow you to use certain tools that allow you to create or modify multimedia files, including but not limited to photos, images, audio files, and videos.

Transactions: We may offer to you (for free or for purchase) physical and digital goods, services, and experiences. Purchases or acceptances of such goods, services, and experiences are governed by these Terms, unless we provide other terms of purchase at the time of sale (“**Transaction Terms**”). In the event of any express conflict between these Terms and Transaction Terms, the Transaction Terms will govern solely with respect to the relevant transaction and solely to the extent of the conflict.

Developer tools: We may offer application programming interfaces (“**APIs**”) that developers can use to build applications that are connected to our Services.

Beta Services: We may invite you to try beta, pilot, or limited release features (“**Beta Services**”). By using any Beta Services, you agree that they may not work properly or otherwise contain bugs or errors, and they may be modified or discontinued at any time.

Third-party websites and services: Within the Community, we may provide or permit links to and integrations with websites or services operated by others. Your use of each third-party website or service is subject to its terms of service, not ours.

Blockchain transactions:

- a. We use blockchain technology to deliver the Services at our discretion and for several purposes, including (i) to create blockchain records and digital assets and deliver them to your Digital Wallet, and (ii) to track the ownership and history of blockchain records and digital assets. Once a blockchain record or digital asset has been created (whether by you, us, or anyone else) and recorded on a blockchain, the blockchain record of the creation is intended to be permanent. However, we do not represent or guarantee that any blockchain record or digital asset created by you, us, or anyone else will function as intended.
- b. We have no obligation to monitor, audit, or police any smart contracts underlying any blockchain records or digital assets that we, you or anyone else create, nor do we have an obligation to validate the creation of or confirm ownership of any blockchain records

or digital assets. We do not guarantee that your blockchain records or digital assets will be compatible with our Services. To the fullest extent permitted by law, we make no representations, warranties or guarantees with respect to any blockchain records or digital assets produced through or otherwise interacting with our Services. To the fullest extent permitted by law, we will not be liable or responsible to you if you cannot use your blockchain records or digital assets in connection with the Services or if you cannot connect your Digital Wallet with our Services. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE ACCEPT NO RESPONSIBILITY FOR, OR LIABILITY TO YOU FOR ANY LOST PROFITS, REVENUES, INFORMATION OR DATA, OR CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Community purchases

Product availability, pricing, and modifications: From time to time, we may offer for sale through the Community digital products and services that we or independent sellers have created. Certain products or services may be available exclusively online through our website. These products or services may have limited quantities. We reserve the right to limit the sales of all products or services we offer to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products and prices are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

Product: We have made every effort to display as accurately as possible the colors and images of products and services that we offer for sale on our website. We cannot guarantee that your phone or computer display of any color will be accurate. We do not warrant that the quality of any products, services, information, or other material purchased or obtained from us by you will meet your expectations.

Billing and payment information: You agree to provide current, complete and accurate billing and payment information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Valid purchasers: You may only purchase goods and services from us if you are an individual. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Cancellations: We reserve the right to refuse or cancel any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same

credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel your order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided when the order was made, and we will reimburse you to the extent the cancellation or modification of your order results in your owing us a lesser amount.

Malfunctioning or damaged products: The products we sell are digital goods. They are non-tangible and irrevocable, and involve permanent transaction records on one or several blockchains. If you purchase a product from us and it is malfunctioning or is damaged, please contact us at eros@mphcollective.net, explain the issue you are having with the product, and we will attempt to resolve it. If necessary, we will issue you a replacement product.

Returns and Refunds: We stand behind the products we offer and your satisfaction with them is important to us. However, because the products we offer are non-tangible, irrevocable digital goods, they are deemed “used” once they have been opened or downloaded, or once your purchase has been recorded on a blockchain. Accordingly, we are generally unable to offer refunds once you make a purchase from us.

If you purchased a digital good from us, but have not yet opened or downloaded the product, and your purchase has not yet been recorded on a blockchain, you may submit a refund request to us. Any such refund requests must be received within 14 (fourteen) days of your original purchase. By submitting a refund request, you are not entitled to a refund. We will consider refund requests at our sole discretion, and on a case-by-case basis.

Contact information: You may direct any questions you have regarding products or services offered for sale on our website to eros@mphcollective.net.

6. Account creation

Registration: You must create an account to access the Community and receive the Services. To create a Community account, you must provide certain information, including an email address and a Digital Wallet. By creating an account, among other things you agree to receive notices from us at your email address, and blockchain records and/or digital assets from us, delivered to your Digital Wallet. If you provide your mobile phone number to us, you agree to receive personalized and promotional marketing text messages from us at the mobile phone number you provide. You can withdraw your consent to receive text messages by texting “STOP” at any time. Standard message and data rates may apply.

Parents and Guardians: By granting your child permission to use the Services through your account, you agree and understand that you are responsible for supervising your child’s usage of the Services. If you believe your child is using your account without your permission to access the Community and/or the Services, please contact us immediately at eros@mphcollective.net so that we can disable access.

7. Account security

You are responsible for all activity associated with your account, including unauthorized activity. Accordingly, you must keep your account credentials safe. You cannot share your account credentials with anyone. If you become aware of unauthorized access to your account, you must notify us immediately at eros@mphcollective.net.

You must connect a Digital Wallet to your account to access the Services. You are solely responsible for keeping your Digital Wallet secure. You are also solely responsible for keeping any private keys and/or seed recovery phrases required to decrypt your wallet secure. You should never share your private keys or seed recovery phrases with anyone, including through the Community or anywhere else we are delivering the Services. We cannot recover lost private keys or seed recovery phrases for your Digital Wallet and are not responsible if you lose access to the Services because you lose your private keys or otherwise lose access to your account.

When you connect a Digital Wallet to your account, you agree that you will continue to use that Digital Wallet under the terms and conditions and privacy policies of the applicable provider of the Digital Wallet. We have no custody or control over the contents of any Digital Wallet, including any blockchain records or digital assets that we create and/or deliver or attempt to deliver into your Digital Wallet. We also cannot retrieve or transfer any contents of your Digital Wallet. Your use of any Digital Wallet is solely at your own risk. To the fullest extent permitted by law, we accept no responsibility for, or liability to, you, in connection with your use of any Digital Wallet (including with respect to the contents of any Digital Wallet), and, to the fullest extent permitted by law, make no representations or warranties regarding how or whether our Services will operate with any specific Digital Wallet, or with any specific blockchain.

8. Your other responsibilities while using the Services

Your Content: You are responsible for any Content you provide to the Community, including compliance with applicable laws and regulations applicable to you. You should only provide Content that you are comfortable sharing with others, including but not limited to UMI and other members of the Community.

Your use: You are responsible for your use of the Services, including compliance with any applicable laws and regulations applicable to you.

Your reliance: Any reliance on or engagement with any Content or materials posted in the Community or via the Services, or obtained by you through the Community or Services, is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted in the Community or via the Services, or endorse any opinions expressed in the Community or via the Services.

You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate, inappropriate, or fraudulent. You may be exposed to Content that has been mislabeled or is otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted in the Community or via the Services. We do not take responsibility for Content or your engagement with it, regardless whether we have attempted to monitor or control it.

9. Prohibited activities

There are several activities which are expressly prohibited in the Community. You must agree to not engage in the following activities, otherwise we will not provide the Services to you:

- Unauthorized account creation: You cannot create an account for the Community for someone other than yourself unless you have their express permission. You cannot create accounts in an automated way without our express permission. You cannot create an account for the Community that otherwise violates these Terms.
- Impersonation: You cannot impersonate another person or entity, and you cannot provide inaccurate information about yourself or others through the Services.
- Unlawful activity: You cannot use your account to do anything unlawful, misleading, or fraudulent, or for an illegal or unauthorized purpose based on the laws of the jurisdiction(s) applicable to you.
- Violation of these Terms: You cannot violate these Terms or our other policies that are incorporated herein, including our Privacy Policy. You also cannot help or encourage others to violate such Terms.
- Interference with our Services: You cannot interfere with our provision of the Services or impair the intended operation of the Services, nor can you disrupt other users attempting to access the Services, or any of our hosts or networks. Interferences and disruptions include sending a virus, overloading, flooding, spamming, or creating automated Content in such a manner that overloads or imposes an undue burden on the Services. Consistent with this requirement, you cannot misuse any reporting or dispute channel, including by creating groundless or fraudulent reports or pursuing groundless or fraudulent disputes.
- Information collection: You cannot attempt to access or collect information in unauthorized ways based on the Terms contained herein. You also may not collect information in an automated way without our express permission.
- Posting about others / violating others' rights: You cannot post to the Community or otherwise use in the Community someone else's private or confidential information

without their express permission. You may not engage in any activity in the Community that violates someone else's rights (regardless whether that person is a member of the Community), including intellectual property rights.

- **Manipulating our Services:** You can't modify, translate, create derivative works of, or reverse engineer our Services or our Community, or their components.

10. Content ownership and licensing

Content ownership: We do not claim ownership of Content you post on the Community or elsewhere using the Services, nor do we intend to interfere with your ownership of your Content. You are free to share your Content with anyone else, wherever and however you want.

Licensing your Content to us: When you introduce Content into the Community that is covered by intellectual property rights (photos, audio files, videos, etc.), you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, curate, transform, and create derivative works of your Content. You acknowledge that this license extends to any and all media or distribution methods now known or later developed. This license authorizes us to make your Content available elsewhere, outside the Community, to the rest of the world, and to let others do the same. You agree that this license includes our right to provide, promote, and improve the Services. We may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content to adapt it to different media. You hereby agree that the use of the Services by you is sufficient compensation for your Content and the rights you grant to us in relation to your Content. Accordingly, any additional uses, modifications, and adaptations of your Content by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services. You may terminate this license to us by deleting your Content from our systems. You can delete your Content on a 'piece-by-piece' basis (except certain representations of your Content on a blockchain that are designed to be permanent). You can also delete your account. To learn more about how we use information, and how to control or delete your account, please review our Privacy Policy.

Your representations and warranties: You represent and warrant that you own or have obtained all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights you are granting herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

11. Permissions you grant to us

Visible profile: You give us permission to show to other Community members your profile page, including but not limited to your username, profile picture, personal and other geographic information that you choose to share with the Community, information about your past actions in the Community, information about your experiences with and purchases related to UMI, your relationships with other Community members, and other information that you choose to share on your profile page, without any compensation to you.

Changing your username: You give us permission to change your username for your account if we think it is appropriate or necessary to do so. For example, we may change your username if it infringes on someone else's intellectual property or impersonates another Community member.

12. Additional rights we retain

Content incorporating our intellectual property: If you use or make available using our Services Content that implicates our intellectual property rights (for example, images, designs, videos, sounds, music, or data that we provide and that you incorporate into Content you share), we retain all rights to our Content (but not yours).

Source code: You must obtain written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

Removing Content: We reserve the right to remove Content for no or any reason, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment.

Terminating the Services: We reserve the right to suspend or terminate the Services, the Community, at any time and for any or no reason.

Terminating your account: We reserve the right to suspend or terminate your account at any time and for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) your account has been associated with unlawful conduct, (iii) you possible legal or reputational exposure for us; or (iv) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you if your account is being terminated by email to the email address associated with your account.

13. Definitions

The following definitions apply to these Terms:

“Content” means materials, art, design, drawings, images, photos, music, audio, videos, links, polls, text, messages, comments, data, or other assets (in any form or media) made accessible within the Community by you, UMI or others.

“Digital Wallet” means a digital wallet that allows you to access blockchain records and assets. This includes those offered by third-parties, such as Magic, Metamask, Rainbow, Coinbase Wallet, and Trust Wallet.

14. Disclaimers

We provide our Services on an "as is" basis, and we can't guarantee that the Community and our Services will be safe or will work perfectly all the time.

TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We cannot control what Community members or others do or say. We cannot be responsible for their actions or yours, or Content that they or you share in the Community or via the Services (including unlawful or objectionable content).

We cannot be responsible for goods, services, products, experiences, or features offered by other people or entities, even if you access them through the Community or via our Services.

15. Limitation of liability

Our liability for anything that happens in the Community or via the Services is limited as much as is permissible under the law. You agree that we won't be liable or otherwise responsible for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your Content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the amount you have paid us in the past twelve months.

16. Indemnification

You agree to defend (at our request), indemnify and hold us and Medallion Arts Inc. (the platform provider that hosts the Community and serves as a data processor to us) harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with

these Terms or your use of the Community or the Services more broadly. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

17. Enforceability and waivers

If any aspect of this Agreement is unenforceable, all provisions of this Agreement except those deemed unenforceable will remain in effect.

A failure by us to enforce any aspect of this agreement does not constitute a waiver.

18. Limitation on legal actions

You and we agree that any cause of action arising out of or related to the Community or the Services must commence within one (1) year after the cause of action accrues. After such date, the cause of action is permanently barred.

19. Governing law and legal forum

These Terms and any dispute that arises between you and us will be governed by the laws of the State of California, excluding its choice of law provisions. Any dispute related to these Terms, the Community, or the Services will be brought solely in the federal or state courts located in Los Angeles County, California, USA, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

20. Updates

We may change our Services and policies at any time and for any reason. Accordingly, we may need to make changes to these Terms so that they accurately reflect our Services and policies as we are actually providing them. Unless otherwise required by law, we will notify you before we make changes to these Terms and allow you to review them before they go into effect. If you continue to use the Community and/or the Services, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account. Details on how to delete your account are available in our [Privacy Policy](#).