

TDECU 713 NFT Terms and Conditions

The first 200 people to take advantage of the TDECU 713 NFT offer and get approved will receive an individually numbered, limited edition piece of digital NFT art designed by Bun B and Franky, along with an invitation to an exclusive 713 party at TDECU Stadium on September 8th.

How It Works:

- The NFT will be available to the first 200 people who sign up, apply, and are approved to open a new + qualifying TDECU Credit Card
- Those 200 people will be notified by August 22nd if they have been approved for the credit card and selected to receive the NFT and an invitation to the party
- Members who are eligible to receive the NFT will also receive a link to sign up on the Curios website, where the NFT is being minted and stored. The NFT will only be available via the Curios website.
- On the day of the party on September 8th your NFT will be “air dropped” – it will show up in your Curios wallet
- At that point, the NFT is yours!

See below for terms and conditions related to this promotion:

Terms and Conditions

These terms and conditions constitute a legally binding agreement (the “Agreement”) between you (also referred to herein as “You”, “Your”, or “User”) and Professional Sports Partners, LLC (“PSP”) and Texas Dow Employees Credit Union (“TDECU”), collectively referred to as the (“Affiliated Parties”), governing your receipt of the NFT as part of the TDECU promotional event (the “Promotion”).

BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN AND ALL OF THE TERMS OF SERVICE INCLUDED AS PART OF [CURIOS, INC Terms of Service](#) the “CURIOS Terms of Service”). If you do not agree to the terms of this Agreement, as well as the CURIOS Terms of Service, you may not participate in this promotion.

PLEASE BE ADVISED: THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND THE AFFILIATED PARTIES CAN BE BROUGHT. SEE SECTION 12 BELOW. THESE PROVISIONS WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST THE AFFILIATED PARTIES TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING.

By entering into this Agreement, and/or by you participating in the Promotion, you expressly acknowledge that you understand this Agreement (including the dispute resolution and arbitration provisions in Section 12 and accept all of its terms. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN THE PROMOTION.

1. Definitions:

“Affiliated Parties” – Professional Sports Partners, LLC, TDECU, and each of their parent, subsidiary, and affiliate companies, and each of their respective officers, directors, members, affiliates, agents, attorneys, licensees, licensors, and employees.

“Art” means any art, graphics, images, designs, logos, taglines, and drawings that may be associated with an NFT in which you acquire Licensed Rights.

“Equivalent” - means the value, in US Dollars, of the market value of the relevant amount of cryptocurrency on the day of the transaction.

“Name and Likeness” means name, nicknames, images, likenesses, marks, copyrights, trade dress colors, trade dress designs, and/or all other intellectual property of the corporation known as TDECU and/or

the name, nicknames, images, likenesses, marks, copyrights, trade dress colors, trade dress designs, and/or all other intellectual property of PSP.

“NFT” means any blockchain-tracked, non-fungible token.

“Licensed NFT” means an NFT from the TDECU NFT Promotion for which you successfully provided the highest bid.

“Licensed Rights” - with respect to an NFT means your rights to a Licensed NFT of which you are the current rightful licensee and which you acquired from a legitimate source, where proof of such purchase is recorded on the relevant blockchain.

“TDECU Promotion NFT” – means the NFT gifted to you for participating in the Promotion by applying and receiving a new qualifying TDECU credit card.

- 2. Your Licensed Rights.** All intellectual property and/or other content associated with the TDECU Promotion NFT in any way (including without limitation all copyrights and trademarks) remains the property of Professional Sports Partners, LLC (“PSP”), and/or other owners of such rights. You acknowledge and agree that the TDECU Promotion NFT is made available solely for entertainment purposes. The lawful owner of any NFT minted and/or offered by the Owners is granted a limited, personal, non-exclusive, revocable license to display that NFT and/or its associated visual content for your own personal, non-commercial purposes, and to trade, resell, or otherwise transfer ownership of the TDECU Promotion NFT. All other rights of any kind—including without limitation the right to license, commercially exploit, reproduce, distribute, prepare derivative or modified works, publicly perform, or publicly display the TDECU Promotion NFT and/or any of the content therein—are expressly reserved and not granted. To be clear, acquiring a TDECU Promotion NFT does not give you ownership of any content therein or any associated intellectual property rights other than those expressly licensed above.

Neither Affiliated Parties nor any affiliated persons or entities shall be responsible for any damage or loss of any kind incurred in connection with the receipt, purchase, sale, or display of any TDECU Promotion NFT. The Affiliated Parties have no liability to you or to any third party for any claims or damages that may arise as a result of any payments or transactions related to TDECU Promotion NFT that are made to or via Curios or any other third party. Any and all disputes against Affiliated Parties or any affiliated persons or entities arising in connection with the TDECU Promotion NFT in any way shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to conflict of law principles.

For the sake of clarity, without limiting the foregoing and subject to applicable law, the owner of a TDECU Promotion NFT may not (i) commercialize the TDECU Promotion NFT, including in connection with the marketing, advertising, or selling of any third party product; (ii) modify the TDECU Promotion NFT in any way or combine the TDECU Promotion NFT with, or embed the TDECU Promotion NFT into, any digital or other content or media; (iii) use the TDECU Promotion NFT in any manner which infringes upon the intellectual property rights of any person or entity; or (iv) use the TDECU Promotion NFT in connection with or to promote any illegal activity, hate speech, violence, inappropriate or obscene content, or in any other manner which could tarnish or harm the reputation of the Affiliated Parties or any of its affiliates or subsidiaries, or any individual or entity whose name, image, likeness, trademarks, or copyrighted material appears in connection with or is represented by the TDECU Promotion NFT.

- 1. Termination of Likeness.** The Licensed Rights granted to You hereunder shall automatically terminate and all rights shall return to the Affiliated Parties if: (i) You breach any of the Agreement and conditions and/or [Curios, Inc. terms of service](#), (ii) You engage in any unlawful business practice related to the TDECU Promotion NFT; (iv) You initiate any legal actions, except an arbitration as specifically provided herein, against any of the Affiliated Parties and/or and each of their parent, subsidiary and affiliate companies, and each of their respective officers,

directors, members, affiliates, agents, attorneys and employees; or (v) You disparage any of the Affiliated Parties or any parties related to any of them.

The receiver of a TDECU Promotion NFT will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on Affiliated Parties' net income) now or hereafter claimed or imposed by any governmental authority associated with the purchase, ownership, sale, transfer, or display of a TDECU Promotion NFT.

2. Permissible Transfers of Your Licensed NFT. You have the right to transfer the Licensed NFT, provided that (i) the transferee accepts all of the terms of this Agreement; (ii) You have not prior to the transfer breached this Agreement; and (iii) prior to the transfer your license to the Licensed NFT has not been terminated. You acknowledge and agree that the Affiliated Parties are not responsible for any additional fees imposed or required by the platform through which You are transferring the Licensed NFT.

3. Special Offer. The Affiliated Parties will provide the TDECU Promotion NFT only to the TDECU customer opening a qualifying credit card with TDECU. If You choose to sell your TDECU Promotion NFT You are solely responsible for the transfer to the subsequent holders/owners of the TDECU Promotion NFT, as well as any associated fees and/or taxes.

You must accept any terms and conditions required by TDECU and PSP to receive the TDECU Promotion NFT.

By signing up and/or applying for the Promotion, you are also agreeing to allow TDECU to share your name and email address with Curios and PSP to allow for the creation of your TDECU Promotion NFT and to receive your invite to 713 party. Your name and email address will not be used for any other purpose other than those stated above.

4. Ownership. The rights that You have in and to the Licensed NFT and Art are limited to those expressly stated in Section 2 of this Agreement. The Affiliated Parties reserve all rights and ownership in and to the Licensed NFT, Name and Likeness, and Art not expressly granted to You in Section 2 of this Agreement. The value of NFTs is subjective and may fluctuate over time. The purchase, sale, or other transfer of any TDECU Promotion NFT is made, accepted, and/or facilitated by any party entirely at that party's own risk. LIMITATION ON LIABILITY. IN NO EVENT SHALL THE AFFILIATED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, COST OF COVER DAMAGES OR INTANGIBLE LOSSES OF ANY KIND ARISING FROM YOUR PURCHASE, DISPLAY OR TRANSFER OF ANY TDECU PROMOTION NFT AND/OR YOUR INABILITY TO DISPLAY OR TRANSFER ANY TDECU PROMOTION NFT, EVEN IF THE AFFILIATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE AFFILIATED PARTIES BE LIABLE FOR ANY DIRECT DAMAGES EXCEEDING THE GREATER OF THE FEES YOU PAID TO US FOR THE TDECU PROMOTION NFT(S) THAT IS/ARE THE SUBJECT OF THE CLAIM AT ISSUE OR ONE HUNDRED UNITED STATES DOLLARS, WHICHEVER IS LESS.

These Terms and Conditions shall apply to all lawful owners of any TDECU Promotion NFT, regardless of how it was acquired, and shall remain in full force and effect at all times during and after such ownership. The Affiliate Parties reserve the right to amend these Terms of Purchase at any time and entirely at its discretion, and any owner of a TDECU Promotion NFT is subject to the Terms of Purchase in effect at the time such ownership begins.

You acknowledge that the TDECU Promotion NFT You are receiving consists of one (1) of two hundred (200) digital copies of one (1) original artwork created by Franky with inspiration provided by Bun B.

5. Disclaimer of Warranties and Limitation of Liability. ALL LICENSED NFTs ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE AFFILIATED PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL THE AFFILIATED PARTIES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION, OR FOR ANY FORM OF DIRECT OR INDIRECT DAMAGES, AND/OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION WHATSOEVER RELATED TO ANY NFT, INCLUDING BUT NOT LIMITED TO THE LICENSED NFT, ANY TECHNOLOGY AND/OR PARTIES RELATED TO THE PROMOTION, INCLUDING BUT NOT LIMITED TO BLOCKCHAIN, OR DIGITAL WALLET. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF A DISCLAIMING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION ONLINE OVER THE INTERNET AND AGREE THAT THE AFFILIATED PARTIES HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO AFFILIATED PARTY GROSS NEGLIGENCE. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

YOU ACKNOWLEDGE AND ACCEPT THAT PSP IS NOT A FINANCIAL INSTITUTION AND MAKES NO REVIEW OR JUDGEMENT AS TO THE SUITABILITY OF AN INDIVIDUAL TO RECEIVE A QUALIFYING CREDIT CARD. ANY AND ALL CLAIMS OR DISPUTES RELATED TO OR ARISING OUT OF BANKING, CREDIT CARD APPROVAL OR DISAPPROVAL, TDECU WEBSITES AND APP, OR TDECU BUSINESS PRACTICES SHALL BE REQUIRED TO BE ADJUDICATED SOLELY BETWEEN TDECU AND YOU. PSP SHALL HAVE NO RESPONSIBILITY FOR TDECU'S FINANCIALLY-RELATED DETERMINATIONS AS PART OF THE PROMOTION.

6. Assumption of Risk. As noted above, the TDECU Promotion NFT is made available solely for entertainment purposes. You agree that You assume the following risks: (A) To the extent there is a price or market for a blockchain asset such as an NFT, such markets and prices are extremely volatile, and variations in the price of other digital assets could materially and adversely affect the value of any digital asset(s) You own, including Your Licensed NFT, and there is no guarantee that Your Licensed NFTs will have or retain any value; (B) the commercial or market value on a Licensed NFT that You acquire may materially diminish in value as a result of a variety of things such as negative publicity in connection with a business, city, state or municipal locality; (C) there are risks associated with using an Internet-native assets (e.g., non-fungible tokens, cryptocurrencies, etc.) including, but not limited to, the risk of hardware, software and Internet connections and/or failures, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your digital “wallet” or elsewhere, and the Affiliated Parties will not be responsible for any of these, however caused; (D) the Affiliated Parties do not make any promises or guarantees about the availability of the Licensed NFT or the Art on the Internet or that they will host the Licensed NFT or the Art at any specific location and/or for any specific period of time; (E) upgrades to the Curios or

cryptocurrency platform, a hard fork or other change in the Curios or cryptocurrency platform, a failure or cessation of cryptocurrency, or a change in how transactions are confirmed on the Curios or cryptocurrency platform may have unintended, adverse effects on all blockchains using such technologies, including without limitation Licensed NFTs; (F) the Affiliated Parties do not make any promises or guarantees related to the digital Wallet, Curios, Inc. or any other third parties related to this Promotion and each of their applications and/or services, including but not limited to the continued availability of either and/or the protection and/or storage of any data you provide to those parties; (G) the risk of losing access to Licensed NFT due to loss of private key(s), custodial error or purchaser error; (H) the risk of mining attacks; (I) the risk of hacking, security weaknesses, fraud, counterfeiting, cyber attacks and other technological difficulties (J) the risk of changes to the regulatory regime governing blockchain technologies, cryptocurrencies, and tokens and new regulations, unfavorable regulatory intervention in one or more jurisdictions or policies any of which may materially adversely affect the use and value of the Licensed NFT; (K) the risks related to taxation; (L) that NFTs are not legal tender and are not backed by any government; and (M) the Affiliated Parties are not responsible for any transaction between you and a third party (e.g., Your transfer of a Licensed NFT from a third party on the so-called "secondary market"), and the Affiliated Parties shall have no liability in connection with any such transaction. In addition to assuming all of the above risks, you acknowledge that You have obtained sufficient information to make an informed decision to license the Licensed NFT and that You understand and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself. The Affiliated Parties cannot and do not represent or warrant that any Licensed NFT, or its supporting systems or technology, is reliable, current, or error-free, meets Your requirements, or that defects in the Licensed NFT, or its supporting systems or technology, will be corrected. The Affiliated Parties cannot and do not represent or warrant that the Licensed NFT or the delivery mechanism for it are free of viruses or other harmful components. You accept and acknowledge that the Affiliated Parties will not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience related to the Promotion.

7. **Taxes.** You are responsible for all applicable tax including any VAT, sales or compensating use tax or equivalent tax wherever such taxes may arise. The recipient of the NFT is responsible for any applicable taxes including any sales or use tax or equivalent tax wherever such taxes may arise on the price, the buyer's premium, and/or other charges related to this Promotion. The applicable sales tax rate will be determined by the state, county, or locale. The Affiliated Parties are not responsible for determining the taxes that may apply to your transaction.
8. **Eligibility.** (A) Participation in the TDECU Promotion is open only to individuals who have the right and authority to enter into this Agreement, are fully able and competent to satisfy the terms, conditions, and obligations herein.
9. **Indemnity.** You will defend, indemnify, and hold the Affiliated Parties, including each of their respective affiliates, subsidiaries, parents, successors and assigns, and each of their respective officers, directors, employees, agents, or shareholders, harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your license, sale or possession of the Licensed NFT and/or Your participation in the promotion, including: (1) Your breach of this Agreement or the documents it incorporates by reference; (2) Your violation of any law or the rights of a third party as a result of your own interaction with such third party; (3) any allegation that any materials that You submit to us or

transmit in the course of the promotion, communications seeking the Affiliated Parties' consent to activities or otherwise, infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (4) any other activities in connection with the promotion or the Licensed NFT. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

10. Dispute Resolution, Arbitration, Class Action Waiver.

- A. Agreement to Binding Arbitration Between You and Affiliated Parties. YOU AGREE TO WAIVE YOUR RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, as set forth below. This agreement to arbitrate ("Arbitration Agreement") is governed by the Federal Arbitration Act ("FAA") and survives after the Agreement terminates or your relationship with the Affiliated Parties ends. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. Except as expressly provided below, this Arbitration Agreement applies to all Claims (defined below) between you and Affiliated Parties, including their affiliates, subsidiaries, parents, successors, and assigns, and each of their respective officers, directors, employees, agents, and shareholders.

ALL DISPUTES YOU MAY HAVE WITH, AND CLAIMS AGAINST ANY AFFILIATED PARTY (EACH A "CLAIM") AND COLLECTIVELY, "CLAIMS") SHALL BE EXCLUSIVELY RESOLVED BY BINDING ARBITRATION SOLELY BETWEEN YOU AND THE AFFILIATED PARTIES.

These Claims included, but are not limited to, any dispute, claim or controversy, whether based on past, present, or future events, arising out of or relating to the TDECU NFT Promotion, this Agreement and prior versions thereof (including the breach, termination, enforcement, interpretation or validity thereof), payments made by you or any payments made or allegedly owed to you, any promotions or offers made by any Affiliated Party, any city, county, state or federal trade secrets, unfair competition, discrimination, harassment, retaliation, fraud defamation, emotional distress, breach of any express or implied contract or covenant, claims arising under federal or state consumer protection laws; claims arising under antitrust laws, claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, and any state statutes, if any, addressing the same or similar subject matters, and all other federal and state statutory and common law claims. All disputes concerning the arbitrability of a Claim (including disputes about the scope, applicability, enforceability, revocability, or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT YOU ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL CLAIMS. This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitration, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate.

- B. Prohibition of Class Actions and Non-Individualized Relief.

YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS IN ARBITRATION AGAINST AN AFFILIATED PARTY ON AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS ("CLASS ACTION WAIVER"). YOU UNDERSTAND AND AGREE THAT YOU ARE

WAIVING THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. NOTWITHSTANDING THE FOREGOING, THIS SUBSECTION 12 SHALL NOT APPLY TO REPRESENTATIVE PRIVATE ATTORNEYS GENERAL ACT CLAIMS BROUGHT AGAINST AN AFFILIATED PARTY, WHICH ARE ADDRESSED SEPARATELY IN OTHER SECTIONS. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. The arbitrator 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 claims.

- C. Rules Governing Arbitration. Any arbitration conducted pursuant to this Arbitration Agreement shall be administered by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules that are in effect at the time arbitration is initiated, as modified by the terms set forth in this Agreement. Copies of these rules can be obtained at the AAA's website (www.adr.org) (the "AAA Rules") or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by and you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules but in no event shall the arbitrator consolidate more than on person's Claims, or otherwise preside over any form of representative, collective, or class proceeding. The parties may select a different arbitration administrator, upon mutual written agreement. As part of arbitration, both you and the applicable Affiliated Parties will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim. The arbitrator may award any individualized remedies that would be available in court. The arbitrator 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 claims. The arbitrator will decide the substance of all claims in accordance with applicable law and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Users but is bound by rulings in prior arbitrations involving the same User to the extent required by applicable law. The arbitrator's award shall be final and binding judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- D. Arbitration Fees and Awards. The payment of filing and arbitration fees will be governed by the relevant AAA Rules subject to the following modification: The arbitrator in her award shall allocate all arbitration fees in her sole discretion and shall have the power to charge reasonable attorney fees of the successful party to the losing party.
- E. Location and Manner of Arbitration. Unless you and the Affiliated Parties mutually agree otherwise, any arbitration hearings between the Affiliated Parties and a User will take place in Texas in Harris County and shall take place in English. If AAA arbitration is unavailable in this county, the arbitration hearings will take place in the nearest available location for AAA arbitration. Your right to a hearing will be determined by AAA Rules.
- F. Severability of Arbitration Agreement provisions. In addition to the severability provisions in subsections (b) and (c) above, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed, and the remainder of the Arbitration Agreement shall be given full force and effect.

- 11. Governing Law.** This Agreement and all matters related to it and/or any Licensed NFT shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without regard to conflict of law principles, except to the extent that law is inconsistent with or preempted by federal law.
- 12. Changes to this Agreement.** The Affiliated Parties may make changes to this Agreement from time to time. When the Affiliated Parties makes such changes, we will make the updated Agreement available on this website and update the “Last Updated” date at the beginning of the Agreement accordingly. Please check this page periodically for changes. Any changes to this Agreement will apply on the date that they are made and, by way of example, Your continued access to or use of the Licensed NFT and the Art after the Agreement has been updated will constitute your binding acceptance of the updates
13. If you are provided a translation of this Agreement, the original version in English will be used in deciding any issues or disputes which arise under this Agreement.
- 14. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15. Headings.** The Article and Section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
16. Contact Us. If you have any questions or concerns, including if you need access to this Agreement in an alternative format, we encourage you to contact us via e-mail at: info@professionalsportspartners.com.