

THE MoodRingNFT TERMS of SERVICE

IT IS IMPORTANT YOU READ THESE TERMS CAREFULLY BEFORE DEALING IN THE MoodRingNFT. BY DEALING IN THE MoodRingNFT, YOU INDICATE THAT YOU ACCEPT THESE TERMS AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU USE NFTS IN THE COURSE OF YOUR BUSINESS OR WORK, YOU ARE ALSO AGREEING TO THESE TERMS ON BEHALF OF THAT BUSINESS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT DEAL IN THE MoodRingNFT.

YOU SHOULD ONLY DEAL IN THE MoodRingNFT IF YOU CAN AFFORD TO LOSE ALL OF YOUR INVESTMENT AS INVESTING IN ALL CRYPTOASSETS INVOLVES A HIGH DEGREE OF RISK. THE VALUE OF THE MoodRingNFT CAN GO UP OR DOWN, MAY BE VERY VOLATILE AND THERE CAN BE A SUBSTANTIAL RISK THAT YOU LOSE MONEY DEALING IN THE MoodRingNFT AND CRYPTOASSETS GENERALLY.

YOU SHOULD CAREFULLY CONSIDER WHETHER TRADING OR HOLDING THE MoodRingNFT IS SUITABLE FOR YOU IN LIGHT OF YOUR OWN FINANCIAL SITUATION AND ATTITUDE TO RISK, AS EVALUATED BY YOU CAREFULLY. WE DO NOT MAKE ANY REPRESENTATIONS OR RECOMMENDATIONS REGARDING THE ADVISABILITY OR OTHERWISE OF TRADING IN THE MoodRingNFT.

WE CANNOT AND DO NOT GUARANTEE THE TIMELINESS, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH YOUR DEALING IN THE MoodRingNFT OR CRYPTOASSET GENERALLY.

THE MoodRingNFT IS NOT CURRENTLY REGULATED BY THE FINANCIAL CONDUCT AUTHORITY OR ANY OTHER REGULATOR. PLEASE NOTE ALSO THAT YOU'RE DEALING IN THE MoodRingNFT IS NOT COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME AND IS NOT SUBJECT TO THE JURISDICTION OF THE FINANCIAL OMBUDSMAN SERVICE.

1. Introduction

These terms and conditions, together with any documents and policies referred to in these terms and conditions (the "**Terms**") set out the agreement between a person who deals in the MoodRingNFT ("**you**", "**your**") and NFT Creative Enterprises, LLC ("**we**", "**us**", "**our**") in relation to our provision to you of the MoodRingNFT.

If you have any questions concerning these Terms or other conditions regarding the Original Pouch Packaging and Living Color Guide please contact, our contact, Joseph DioGuardi.

We recommend that you print a copy of these Terms for future reference. You are responsible for ensuring that anyone who accesses or otherwise deals in the MoodRingNFT on your behalf is aware of these Terms and complies with them.

2. Interpretation

Headings are for convenience only and have no bearing on the interpretation of these Terms. Any phrase introduced by the term "**include**", "**includes**", "**including**", "**in particular**" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding that term.

Any reference to "**dealing in**" or "**deal in**" the MoodRingNFT is a reference to any participation in the MoodRingNFT including buying, acquiring, accepting, holding, selling, investing in, disposing of and / or otherwise making use of the MoodRingNFT.

Any reference to "**Loss**" refers to any loss or damage of whatever nature, whether direct, indirect or consequent, and regardless of whether foreseeable or not.

In these Terms, unless the context otherwise requires: references to these Terms shall include schedules to these Terms and references to clauses, sub-clauses and schedules are to clauses, sub-clauses of, and schedules to these Terms; the singular includes the plural and vice versa; "**person**" denotes any individual, person, partnership, corporation or other association of whatever nature; any references to any statute, statutory instrument or regulation shall be references to such statute, statutory instrument or regulation as from time to time amended, re-enacted or replaced and to any codification, consolidation, re-enactment or substitution

thereof as from time to time in force; and any reference to a regulator or public authority and rules made by it shall include its successor and rules made by the successor which replace those rules.

3. Information About Us

We, NFT Creative Enterprises, LLC are a company registered in the state of New York, in the United States of America with EIN # 20-5174469. Our registered office is at 1607 Eagle Bay Dr., Ossining, NY 10562. Email contact is: Joseph DioGuardi <jjd@truthingovernment.org>

4. What is the MoodRingNFT and an Asset Passport?

A non-fungible token, more commonly known as an “**NFT**”, is a type of cryptoasset which works on the basis that each token making up that cryptoasset is unique and, as such, each token is distinct and separately identifiable on the blockchain.

The MoodRingNFT is a particular type of NFT produced by us, where the token represents the underlying asset comprising an original solid gold mood stone ring, the original pouch packaging and Living Color Guide (an “**Asset**”)¹. The initial MoodRingNFT also provides for the delivery of a bonus utility to the first and only the first original purchaser, as more fully described in the Matterium Asset Passport. Notwithstanding further description, therein the utility is a replica of the original gold mood ring, with certain variations in its properties, such as the thickness of the band, and the material construction of the ring. It also is set with a new and improved fully functional mood stone.

The MoodRingNFT is linked to the gold ring as the “**Asset**”. The way this is done is by recording (i) specifics of Asset, the MoodRingNFT is linked to and (ii) certain information about the Asset, which takes the form of warranties provided by relevant expert(s) (the “**Certifier**”) regarding the nature of that Asset. We call this record of information an “**Asset Passport**”.

As such, by purchasing the MoodRingNFT you are buying (i) rights in relation to an Asset and (ii) the various warranties provided by the Certifier. The Certifier takes responsibility for the warranties they provide by entering into a separate Certification Deed. The Certification Deed sets out the Certifier’s obligations to you to ensure that the warranties they provide are accurate. As such you should read the relevant Matterium Asset Passport carefully before purchasing the MoodRingNFT.

5. What we do not do

- a. We do not provide the following services: investment advice; or taking custody of or otherwise safeguarding the MoodRingNFT.

6. Redemption of your MoodRingNFT

- a. The MoodRingNFT purchaser has the right to request and take possession of the asset, the Gold Ring held in the Certifier’s safe deposit box.
- b. Such request would be made by purchaser via an email sent to Certifier’s email address, indicating purchaser’s intent to take possession of the asset.
- c. Subsequent and complete instructions would then be emailed back to purchaser.
- d. The asset would then be delivered to purchaser via Registered mail with insurance equal to the original purchase price.
- e. Handling and Registered mail with insurance costs of delivery of the asset to the purchaser shall be borne by purchaser.
- f. The purchaser’s NFT will have its rights as a tradable token suspended until such asset is returned to its prior vault, in its original condition, which must be certified by Certifier upon its return.

7. Storing the MoodRingNFT

¹ The reference here to “Asset” is meant so that “Asset” is defined as the real world item which the MoodRingNFT is linked to.

Purchaser will need a wallet to store the MoodRingNFT. A wallet is an application which allows you to store the access code (also called a “private key”) which enables you to control and deal in your MoodRingNFT. It is solely your responsibility to obtain a suitable wallet to properly safeguard your MoodRingNFT.

Your use of any wallet may be subject to the terms and conditions and privacy policy of the wallet provider, and you accept responsibility for complying with any requirements of the wallet provider, as well as for ensuring that nothing in those terms prevents you complying with your obligations under these Terms.

8. Your representations

You agree, covenant, represent, and warrant at all times that:

- a. (if you are a body corporate) you are duly organised and validly existing under the laws of the jurisdiction of your establishment, and have full power, authority and right to bind yourself to these Terms and to deal in the MoodRingNFT, including as regards performing all actions and obligations under these Terms, which therefore constitute valid and legally binding obligations.
- b. (if you are an individual), you are at least 18 years old and eligible to agree to these Terms and all related obligations, including as regards any age, residency, legal capacity, competency and all other requirements.
- c. you are legally permitted under all applicable laws, statutes, regulatory rules and regulations that apply to you, us and these Terms from time to time (“**Applicable Law**”) to receive and deal in the MoodRingNFT, and there is no other reason to prevent you from agreeing to these Terms.
- d. you are not, under the Applicable Law of your jurisdiction, making an investment into any form of security or other type of regulated investment when you deal in the MoodRingNFT.
- e. you have the necessary and relevant experience, knowledge and understanding to be able to competently enter these Terms and deal in the MoodRingNFT.
- f. you have not received any advice from us regarding whether dealing in any MoodRingNFT is suitable for you, and you are solely responsible for any evaluations, decisions and actions you make concerning your MoodRingNFT.
- g. you understand your MoodRingNFT is provided on an “as is” basis, and therefore, provided we act in good faith, you accept that we are providing the MoodRingNFT without being able to provide any warranties in relation to their merchantability or fitness for a particular purpose.
- h. you have familiarised yourself with the risks associated with dealing in the MoodRingNFT, including those set out at Schedule 1.
- i. you accept responsibility for safekeeping your MoodRingNFT, for ensuring the security of the wallet you use to hold your MoodRingNFT (including any requisite private key(s) or other credentials necessary to access such wallet) and for ensuring that your wallet is compatible with our software. If your private key(s) or other access credentials are lost, you may lose access to your MoodRingNFT, and you accept that we are not responsible or liable for any such Loss.
- j. all information you supply to us is accurate and not misleading, and you will notify us promptly of any change to such information provided to us.
- k. you waive any right you may have to participate in a class action lawsuit or a class wide arbitration against us, any entity with is part of the same company group as us, and / or any individual involved with us.
- l. you understand that the MoodRingNFT only confers the rights explicitly disclosed to you in relation to that MoodRingNFT and no other rights.
- m. you understand the tax implications when dealing in your MoodRingNFT and accept sole responsibility for any tax in relation to your dealing in the MoodRingNFT.

9. Intellectual property

We are the owner or the licensee of all copyright and intellectual property rights (of whatever nature) that exist in connection with MoodRingNFT (all together, the “**Materials**”). You have the right to use any of the Materials only for the purpose of dealing in the MoodRingNFT. Any other use is expressly prohibited.

We and / or our licensors own and retain all intellectual property rights associated with the Materials. We grant you a limited, personal, non-exclusive, non-commercial, royalty-free, revocable, non-sub-licensable and non-transferable licence, subject to these Terms, to access and use the Materials solely for the purpose as permitted by us of dealing in the MoodRingNFT. Any other use is expressly prohibited. This includes the fact that:

- a. We expressly reserve all rights in and to the Materials and all content, materials, information and data related to the same. You agree that we do not grant you any rights in or licenses to any Materials except for the limited licence set out above.
- b. Except to the extent expressly permitted under these Terms, you agree that you shall not (either solely or jointly with or on behalf of any other third party) modify, reverse engineer, reverse compile, disassemble, copy, frame, mirror, scrape, rent, lease, licence, loan, republish, display, sell, rent, distribute, transfer, assign, disclose or create derivative works based on the Materials, in whole or in part.
- c. You agree that you shall not exploit any intellectual property in relation to the Material for a commercial purpose.
- d. You agree that you shall not attempt to obtain, or assist third parties in obtaining, access to Materials other than as permitted by these Terms.

Certain logos related to the Materials are marks of us or our licensors. You may not copy, imitate, or use our trading names or logos without our prior written consent. All rights, title and interests in and to the Materials, any content thereon or therein and all technology and any content created or derived from any of the foregoing is the exclusive property of us and our licensors.

10. Fees

You agree to pay such Certifier fees as set out in the Mattereum Asset Passport, that is 1% for Warranty#1 and .9% for Warranty#2, such percentages are based on the total purchase price. The process for paying fees is set out in the Mattereum Asset Passport. Fees provided are exclusive of any applicable tax. Please note that taxes and costs may exist that are not paid via us or imposed by us.

11. Your indemnity

You agree to indemnify us for any Loss that arises from or relates to:

- a. any breach by you of any Applicable Law;
- b. your breach of the rights of any person (including privacy and intellectual property rights);
- c. any regulatory inquiry, legal action, litigation, dispute or investigation, whether such situations occur or are anticipated, that relate to you, including any costs and expenses (including legal fees) in relation to us dealing with such; and
- d. any Loss resulting from your breach of these Terms.

You are responsible for ensuring that any person acting on your behalf acts in accordance with your obligations set out in these Terms, and any reference in these Terms to an obligation applying to you includes an obligation on you to ensure that any person acting on your behalf complies with such obligation. As such, for the purposes of this clause 11, references to “you” and “your” include any person using or dealing in the MoodRingNFT on your behalf, or who otherwise deals with us on your behalf. Any act or omission by any such person shall be deemed an act or omission by you directly, and you accept liability and responsibility for such person as if they were your own actions.

12. Our liability

Nothing in this clause or these Terms generally shall limit or exclude liability for fraud, fraudulent misrepresentation, death or personal injury, or any other liability to the extent that it may not be limited or excluded by Applicable Law.

We are not liable for any Loss as a result and / or consequence of:

- a. one or more the risks set out at Schedule 1 materialising;
- b. your breach of these Terms;
- c. us exercising any of our rights under these Terms;
- d. unforeseeable events and / or events outside our reasonable control; and / or
- e. any other matter which we state we are not responsible for, do not guarantee, and otherwise in relation to which we have excluded liability under these Terms.

We are in no event liable for any losses other than those caused directly and reasonably foreseeably by our gross negligence (and in no event shall we be liable for any indirect or consequential losses, or for any loss of profit, revenue, contracts, data, goodwill or other similar losses).

We are not liable for any Loss caused to any person other than you, for example we are not liable for any loss caused by any person acting on your behalf, or on whose behalf you may be acting.

We do not provide refunds in relation to your purchase of the MoodRingNFT.

To the extent that we may be deemed under any Applicable Law to owe you any fiduciary duties or to be in a fiduciary relationship, we explicitly exclude and reject any such duties or relationship to the extent permitted by Applicable Law.

13. Other liability

These Terms are solely between you and us and not with any other person. We are solely responsible for the MoodRingNFT and any issues or problems in relation to such should be directed solely to us.

For the avoidance of doubt, this includes the fact that these Terms do not create any agreement between you and the Mattereum Group, and the Mattereum Group shall have no liability or responsibility to you under these Terms. The Mattereum Group includes of MTRM Industries Ltd, any parent, controller or holding company of MTRM Industries Ltd and any direct or indirect subsidiary of, and any person under the control of, of such parent, controller or holding company.

In order to use or deal in the MoodRingNFT, you must comply with any relevant terms and requirements of the Mattereum Group and you accept that the Mattereum Group is a third-party beneficiary of these Terms.

14. Termination and suspension

We may suspend or terminate your ability to deal in the MoodRingNFT with immediate effect if:

- a. you breach any part of these Terms;
- b. we are unable to satisfactorily verify your identity and/or complete any required due diligence checks, or for any reason believe or suspect there may be any fraudulent activity, money laundering, terrorism financing or other financial crime;
- c. we have reason to believe that there has been, or there is a potential for, a security breach, or we suspect that your MoodRingNFT has been or may be being used without your authorisation;
- d. we are required to do so by any competent regulatory body or court; and / or
- e. we otherwise have reason to believe that this is required to avoid either you or us breaching any Applicable Law.

Unless we are prevented by Applicable Law and / or a competent court or regulator, if we have them, we will try to provide you with details of the nature of any suspension, its anticipated duration and anything you have to do to remedy any error or circumstance which has led to the suspension.

15. General

No cancellation rights

We do not offer any cancellation rights in relation to your dealing in the MoodRingNFT. We note that the price of the MoodRingNFT is dependent on fluctuations in the financial market which cannot be controlled by us. You must therefore ensure that you are certain you wish to proceed before dealing in the MoodRingNFT.

No advice

We do not provide, nor do we accept responsibility for, any legal, tax, investment or accounting advice. If you are unsure regarding any of these aspects of dealing in the MoodRingNFT you should seek independent professional advice.

Delegation and assignment

We may, at our sole discretion, assign our rights and/or delegate our duties under these Terms and engage subcontractors to perform obligations on our behalf, so long as we take due skill and care in selecting and overseeing our delegates.

Illegality and severability

Each provision of these Terms is separate, severable and enforceable. If any portion of these Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, in whole or in part, such provision shall be ineffective solely to the extent of such determination without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions of these Terms, which shall continue to be in full force and effect.

Waiver

No failure or delay by us to exercise any right, power or remedy under these Terms shall operate as a waiver of that right, or any other right, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right or any other right, power or remedy. A waiver is only effective if we provide it in writing from one of our duly authorised representatives. No waiver of any provision in these Terms will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision.

Third parties

You and we intend that the Mattereum Group shall have the right to enforce any rights granted to it under these Terms. Subject to this, a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999, or otherwise, to enforce any of these Terms.

No partnership or agency

Your dealing in the MoodRingNFT does not create any form of partnership, agency, joint venture, employer-employee relationship, or franchisor-franchisee relationship or any other similar relationship between you and us, and we do not owe you any resulting fiduciary duties. Nothing in these Terms is intended to authorise either of us to act as agent for the other, and neither of us shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Commencement

These Terms take effect and bind both of us with effect from the date you purchase the MoodRingNFT.

Entire agreement

These Terms constitute the entire agreement between you and us and supersede any prior agreement, terms and conditions or arrangement in respect of their subject matter. Except for the express statements set out in these Terms, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your dealing in the MoodRingNFT.

Neither you nor we have entered into these Terms in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement which is not expressly set out or referred to in these Terms. The only remedy available for any misrepresentation or breach of any representation or statement set out or referred to in these Terms shall be for breach of contract.

Except as set out in these Terms, we do not make or give any representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any information provided regarding the MoodRingNFT, and, to the fullest extent permitted by Applicable Law, all implied warranties, conditions or other terms of any kind are excluded and we accept no liability for any Loss incurred as a result of you or anyone else relying on such information.

Jurisdiction

If you are a consumer these Terms, their subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the law of the state of New York, USA have non-exclusive jurisdiction to determine any dispute arising out of or in connection with them. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms affects your rights as a consumer to rely on such mandatory provisions of local law.

If you are a business user these Terms, their subject matter and their formation, and any non-contractual obligations arising out of or in connection with them are governed by the law of New York state, USA have exclusive jurisdiction to determine any dispute arising out of or in connection with them (including in relation to any non-contractual obligations).

16. Contact us

Communications between us shall be in English. So long as we act in good faith, should we receive a communication which purports to be from you, we are entitled, but not obliged, to rely on and conclusively presume that such communication or instruction has been given by you, and we do not accept liability for any Loss caused by or as a consequence of this.

You may contact us:

- a. by post at: 1607 Eagle Bay Dr., Ossining, NY 10562
- b. by email at: JJD@truthingovernment.org

Communications by email will be deemed received on the earlier of the time at which it is accessed or two United Kingdom business days after receipt (except as regards emails sent to us, if there is a bounce-back stating the communication has not been delivered, the communication shall be deemed not sent). Communications which are hand delivered will be deemed received when delivered. Communications delivered by courier will be deemed received when proof of receipt is provided by the courier.

Whilst we will use reasonable endeavours to ensure that communications from us by email and other forms of electronic communications are free of any Virus, we do not accept any liability for any Virus and it is your responsibility to ensure that you have appropriate anti-Virus software installed to remove any Virus.

You must also care when reviewing messages that appear to come from us to ensure they genuinely come from us, as we do not accept any liability for Loss caused if you deal with someone who is not us.

Schedule 1: Risks

Dealing in the MoodRingNFT involves a high degree of risk, and, therefore, should be undertaken only if you are capable of evaluating the risks involved and able to bear the risk of a complete loss of all capital used to participate in dealing in the MoodRingNFT.

You should carefully consider the risks described below and consult with your professional advisors before participating. It should be noted that the list of risk factors described below is not intended to be exhaustive and does not necessarily include all the risks to which you may be exposed when dealing in the MoodRingNFT.

Important Note: None of the information presented in this **Schedule 1** is intended to form the basis for any investment decision, no specific recommendations are intended, and there has not been any consideration as to whether the MoodRingNFT is a suitable or an appropriate thing for you to acquire. We expressly disclaim any and all responsibility for any Loss arising from: (i) reliance on any information contained in this **Schedule 1**, (ii) any error, omission or inaccuracy in any such information, or (iii) any action resulting from such information.

By dealing in the MoodRingNFT, you expressly acknowledge and assume the following risks, which we shall not be liable for should they materialise:

1. Risk of losing access to MoodRingNFTs due to loss of private key(s)

A private key, or a combination of private keys, is necessary to control and dispose of the MoodRingNFT stored in your digital wallet or vault. Accordingly, loss of requisite private key(s) associated with your digital wallet or vault storing MoodRingNFT will result in loss of such MoodRingNFT. Moreover, any third party that gains access to such private key(s), including by gaining access to login credentials of a hosted wallet service you use, may be able to misappropriate your MoodRingNFT.

Any errors or malfunctions caused by or otherwise related to the wallet you choose to receive and store the MoodRingNFT with, including your failure to properly maintain or use such wallet, may also result in the loss of your MoodRingNFT. It is your responsibility to obtain, maintain and secure your wallet, which must be compatible with holding the MoodRingNFT, i.e. it must be compatible with which must be compatible with holding MoodRingNFTs, i.e. it must be compatible with Ethereum network and layer 2 solution Polygon/Matic.

2. Regulatory risks

Regulation of cryptoassets (such as the MoodRingNFT) and the use of blockchain technologies is currently still being developed and likely to rapidly evolve. Regulation varies significantly between different jurisdictions and is subject to significant uncertainty. Regulators may in the future adopt laws, regulations, guidance or other actions that may severely impact the development, operations and value of the MoodRingNFT. This could result in a variety of adverse consequences and may make your MoodRingNFT valueless.

3. Risks associated with the blockchain protocol

Because MoodRingNFT is based on a blockchain protocol, any malfunction, breakdown or abandonment of the blockchain protocol may have a material adverse effect on the MoodRingNFT. Moreover, advances in cryptography, or technical advances, such as the development of quantum computing, could present risks to the MoodRingNFT by rendering ineffective the cryptographic consensus mechanism that underpins the relevant blockchain protocol.

4. Risk of hacking and software and security weaknesses

Hackers or other malicious groups or organizations may attempt to interfere with the MoodRingNFT in a variety of ways, including malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing, as well as attacks which overpower the consensus-based mechanism on which the blockchain is built and attacks which interfere with or otherwise cause nodes to malfunction (nodes are computers / hardware devices that help maintain the blockchain).

There is also an inherent risk that the software and related technologies and theories we use could contain a Virus. A Virus could cause, inter alia, complete loss of the MoodRingNFT. In addition, because the MoodRingNFT may be based on open-source software, there is a risk that someone may intentionally or unintentionally introduce a Virus into the core infrastructure supporting the MoodRingNFT, which could negatively affect the operation and / or value of the MoodRingNFT.

5. No refunds and liquidity risk

After acquiring a MoodRingNFT, you will have no right to return your MoodRingNFT for a refund or to otherwise require us to exchange any amount for your purchase of the MoodRingNFT for money or other consideration. You may only redeem your MoodRingNFT for the related Asset. As a result, if there is not sufficient demand or interest in the MoodRingNFT, or if there are limits on the transferability of, or limited liquidity for the MoodRingNFT, then this may limit the value of your MoodRingNFT.

There presently is no established trading market for MoodRingNFT. We can provide no assurance that any exchange will accept any attempted listing of MoodRingNFT or maintain the listing if accepted, or that we will be able to develop and launch any trading market for MoodRingNFT. Moreover, even if such a market is established, any such trading market may not be widely adopted, may have limited users, and could be subject to significant competition. As a result, we can provide no assurance as to the liquidity of the MoodRingNFT on any such market, and the value of the MoodRingNFT over time may experience volatility.

6. Volatility risk

The prices of cryptoassets have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the MoodRingNFT may also be highly volatile, despite being linked to Assets. Several factors may influence the market price, if any, of the MoodRingNFT, including: (i) the ability (if any) of the MoodRingNFT to trade on a secondary market; (ii) global digital asset and token supply; (iii) the demand for cryptoassets, which can be influenced by the growth of retail merchants' and commercial businesses' acceptance of cryptoassets; (iv) the security of online cryptoasset exchanges and wallets that hold cryptoassets, as well the perception that the use and holding of cryptoassets is safe and secure, and the regulatory restrictions on their use; (v) general expectations with respect to the rate of inflation, interest rates and exchange rates; (vi) changes in the software, software requirements or hardware requirements underlying the MoodRingNFT; (vii) changes in the rights, obligations, incentives, or rewards for the various holders of the MoodRingNFT; (viii) interruptions in service from or failures of major cryptoasset exchanges on which cryptoassets are traded; (ix) investment and trading activities of large purchasers, including private and registered funds, that may directly or indirectly invest in cryptoassets; (x) monetary policies of governments, as well as any trade restrictions, currency devaluations and revaluations; (xi) regulatory measures, if any, that affect the use of cryptoassets and changes in Applicable Law; (xii) global or regional political, economic or financial events and situations; and (xiii) expectations among participants in cryptoassets that the value of cryptoassets will soon change.

A decrease in the price of a single cryptoasset may cause volatility in the entire cryptoasset industry and may affect other cryptoassets including the MoodRingNFT. For example, a security breach that affects participants' confidence in bitcoin or ether may affect the industry as a whole and may also cause the price of the MoodRingNFT to fluctuate. Such volatility in the price of the MoodRingNFT may result in significant loss over a short period of time.

7. Purchasers may lack information for monitoring MoodRingNFT

You may not be able to obtain all information you want from time to time regarding the MoodRingNFT. Even if you do receive such information, you may not receive it on a timely basis. It is possible that you may not be aware of materially adverse changes that have occurred with respect to the MoodRing NFT in a timely manner. As a result of these difficulties, as well as other uncertainties, you may not have accurate or accessible information relating to your purchase, which could prevent you from taking actions with the potential to prevent adverse consequences relating to your holding of the MoodRingNFT.

8. General economic risks

Please be aware that the value of the MoodRingNFT can fall as well as rise. If you buy the MoodRingNFT, you may not get back the full amount you spent on it, or anything at all. The value of the MoodRingNFT may depend on fluctuations in the financial markets, or other economic factors, which are outside our control. Past prices are not necessarily a guide to future prices of the MoodRingNFT.

9. Unanticipated risks

The MoodRingNFT as a physical NFT is a relatively new and untested NFT class. In addition to the risks included in this Schedule 1, there may be other risks associated with your dealing in the MoodRingNFT, including those that we cannot reasonably foresee. Additional risks may also materialize as unanticipated variations or combinations of the risks discussed above.