

Barley Nectar Terms and Conditions

These terms and conditions and policies incorporated by reference (collectively, these “Terms”) constitute a binding agreement between you and Barley Nectar Holding Company, a company registered in Hong Kong (referred to as “Barley Nectar”, “we”, “us” or “our”) when you access any website offered by us, including barleynectar.io (the “Website”), or any other platform we may provide (individually and collectively, the “Platform”) and any features, functions, services, products (including any Barley Nectar NFTs , as defined below), rewards, offers, materials or information available on or through the Platform (collectively, the “Services”) in existence now or in the future. You are referred to herein as “you” or “your”. Together, you and Barley Nectar are referred to herein as “Parties”. Any use of our Website is conditional on your acceptance of these Terms.

You agree not to gain unauthorized access to Barley Nectar, or any account, computer system or network connected to the Platform or otherwise, for example, through hacking, password mining or any other illicit means..

We reserve the right to amend these Terms from time to time without notice and at our sole discretion. If we decide to change these Terms, the effective date will be posted so that you will always know what terms of use apply when you use the Platform or Services. It is your responsibility to review these stated Terms regularly. We reserve the right to discontinue or suspend all or part of our Platform and may restrict your access to all or part of the Platform at any time without notice or liability. Any breach of these Terms immediately terminates your right to access and use the Platform and Services and all rights and licenses granted to you by these Terms.

We may, from time to time, make announcements regarding your Barley Nectar NFTs and we may include additional terms and conditions regarding your Barley Nectar on our website which may also be included in the metadata of your Barley Nectar NFT. Please see our website for more information

BY USING THE PLATFORM AND SERVICES, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE OF LEGAL AGE IN YOUR JURISDICTION TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. If you for any reason do not agree with or cannot abide by these Terms please discontinue use of our Services immediately.

YOUR BARLEY NECTAR NFT

Barley Nectar NFTs

You may purchase a non-fungible token (NFTs) through our Platform that represents a physical bottle or barrel of alcohol in our possession (each such bottle or barrel, a “Product” and each such NFT, a “Barley Nectar NFT”). A Barley Nectar NFT identifies the Product with which it is associated through a pointer or hash in the Barley Nectar NFT metadata, and may also link to digital art related to the Product. We will not mint multiple Barley Nectar NFTs that represent your specific Product, but we may mint NFTs that are in a similar collection or series. Owners of a Barley Nectar NFT have the right to Redeem the Barley Nectar NFT for the specific Product associated with such Barley Nectar NFT subject to the limitations and restrictions set forth in these Terms. Owners of a Barley Nectar NFT may also be given the right to attend a virtual or in-person experience, either offered by Barley Nectar or the Brand, or access additional features associated with the Barley Nectar NFT. Access to these experiences or features may be subject to separate terms and conditions, which may include additional restrictions, and may only be available to you if you have already Redeemed (as defined below) your Barley Nectar NFT. You are responsible for reviewing and complying with such separate terms and conditions.

Barley Nectar offers two types of NFT: our digital membership tokens (the ‘Angel’s Share NFTs’), and our bottle NFTs. For the sake of these terms of service, unless otherwise specified, both NFT types are referred to as ‘Barley Nectar NFTs’.

Angel’s Share NFTs

Membership to Barley Nectar is demonstrated by holding an Angel’s Share NFT. Those who hold Angel’s Share NFTs are able to vote on 12 different whisky cask finishes. These are presented monthly between January 2023 and December 2023. If the Angels Share NFT is traded mid way through the year, the new holder does not have the right to any of the previous monthly bottles or corresponding NFTs. The cask finishing choices are restricted to the options presented by Barley Nectar. Every Angel’s Share NFT entitles the holder to a single vote in applicable whisky finishing decisions. Barley Nectar reserves the right to determine which casks are offered to the membership. In all relevant voting based decisions, the most popular option (i.e. the one with the most votes) will be selected. The Angel’s Share NFT comes with the rights to a 200 liter barrel of whisky from the Altour Distillery. We offer 10 years free storage and insurance on all bottles and casks of whisky bought via our membership.

Whilst whisky is being matured in the cask it is important to note that the solution will change over time. The alcohol by volume (ABV), volume, colour, taste and quality will change through natural contact to the cask and surroundings including and not limited to, air and natural temperature changes.

Barley Nectar NFTs are minted through a smart contract on the Ethereum blockchain (the “Ethereum Platform”) leveraging smart contract technology. You acknowledge and agree that

certain information, including your digital wallet address and the transactions you conduct through that digital wallet address, may be publicly available and viewable on the Ethereum Platform. Your Barley Nectar NFT can be transferred on the Ethereum Platform (or another blockchain as technology permits) from one digital wallet address to another digital wallet address, subject to any Gas Fees (as defined below) and transaction Fees (as further described below).

PURCHASING AND SELLING YOUR BARLEY NECTAR NFT ON OUR PLATFORM

At selected times determined by us, we will make Barley Nectar NFTs available for purchase through our Platform. The price for each Barley Nectar NFT will be designated in US dollars and determined by us or through an auction process. We cannot guarantee that Barley Nectar NFTs will be available for purchase at the time you seek to purchase one. We reserve the right to modify the types, prices and number of Barley Nectar NFTs that are available at our discretion.

You may purchase your Barley Nectar NFT through our Platform using either fiat or cryptocurrency. If you purchase in fiat, you will nonetheless be required to have a digital wallet in order to accept your Barley Nectar NFT. This can either be a digital wallet you establish or one we create for you. We never hold custody nor take ownership or possession of your Barley Nectar NFT, other than as described in these Terms.

If you purchase your Barley Nectar NFT using cryptocurrency using your own digital wallet, your Barley Nectar NFT will be minted directly into that wallet. You are responsible for ensuring your digital wallet address has a sufficient amount of the Ether cryptocurrency to cover your purchase as well as any gas fees as described in these Terms.

You acknowledge and agree that if you decide to purchase or sell a Barley Nectar NFT outside of our Platform, such purchases and sales will be entirely at your sole risk.

Secondary Marketplaces

Barley Nectar NFTs may be purchased, sold, traded, or distributed on certain smart contract-enabled secondary marketplaces, platforms and exchanges operated by third parties where users can sell, purchase, transfer, list for auction and bid on NFTs ("Secondary Marketplaces"). Barley Nectar NFTs may not be compatible with all Secondary Marketplaces, and we make no guarantee about the availability or functionality of any Secondary Marketplace. You acknowledge and agree that we are not a party to any agreement or transaction where you trade on any Secondary Marketplace a Barley Nectar NFT even if, in the case of a Barley Nectar NFT, it was initially purchased via our Service, and even if we receive a commission or fee is received by us as a consequence of the transaction. We are not liable for any loss incurred by you in connection with any transaction that takes place on Secondary Marketplaces or on any other third-party sites or services.

These Terms only relate to your use of the Services, and do not relate to any other website or Internet-based services, including Secondary Marketplaces, communication platforms or other

websites or browser extensions to which the Services may link (“Third-Party Sites”). References or links to any Third-Party Site that we make available are provided for your convenience and information only, for example, to make it convenient for you to trade your Barley Nectar NFT. Such links should not be interpreted as endorsements by us of any Third-Party Site. When you click such link, we may not warn you that you have left our Services and are subject to the terms and conditions and privacy policies of a Third-Party Site. We are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, advertising, products, services, information or other materials on Third-Party Sites. We are also not responsible or liable for the availability or accuracy of the Third-Party Sites.

All transactions initiated through our service are facilitated and run by third-party electronic wallet extensions, and by using our services you agree that you are governed by the terms of service and privacy policy for the applicable extensions.

ACCOUNTS AND DIGITAL WALLETS

You do not have to create an account in order to use or access the Platform. However, in order to access certain Services, including accessing certain features on our Website or paying for your Barley Nectar NFT (including by credit card, wire transfer or in the Ether cryptocurrency (“ETH”)) on OpenSea, you may be required to create an account with us or with a Third-Party Site.

The digital wallets that we support are listed on our Website. Your use of any digital wallet, including those we support, is at your own risk and subject to the terms and conditions of that digital wallet. You are responsible for all uses of your digital wallet and for any actions that take place using your digital wallet, whether by you or by another person. Unless you opt to use a digital wallet provided by us, you are solely responsible for keeping your digital wallet private key confidential and secure.

REDEEMING YOUR BARLEY NECTAR NFT

When you purchase a Barley Nectar NFT, the Product associated with your Barley Nectar NFT will remain in our, or one of our partner’s, possession until you redeem your Barley Nectar NFT for the Product (“Redeem”).

We will post on our Platform the date starting on which you may Redeem your Barley Nectar NFT (“Redemption Start Date”). We may also provide a date by which your Barley Nectar NFTs must be Redeemed (“Redemption End Date”). The Redemption Start Date and Redemption End Date are not binding and may be subject to change. You acknowledge that it is your responsibility to access our Website and Platform to receive updates on the Redemption Start Date and Redemption End Date. The Redemption Start Date and Redemption End Date may not be available at the time you purchase a Barley Nectar NFT. Once the Redemption End Date is over, Barley Nectar reserves the right to either burn the Barley Nectar NFT or render the Barley Nectar NFT non-Redeemable, which may include changing the Artwork or metadata of

the Barley Nectar NFT. In addition, Barley Nectar may mint a new NFT associated with the Product. Prior to the Redemption End Date, we may, but are not obligated to, post periodic announcements on our Platform that a Redemption End date is approaching or to contact you if we have your contact information. It is your responsibility to check for any such announcements and to monitor the Redemption End Date on your own.

Beginning on the Redemption Start Date, the owner of a Barley Nectar NFT can Redeem the Barley Nectar NFT for that Product. In order to Redeem your Barley Nectar NFT, you must have an account on our Website and must provide information that allows us to ship the Product to you, including, but not limited to, your name, address and email address. You acknowledge that we cannot ship products to certain jurisdictions or to minors who are not legally permitted to accept delivery of a product. In such cases, you will not be able to redeem your barley nectar nft, and will need to either hold the barley nectar nft until such time as we can legally ship it to you, or sell your barley nectar nft. All requests to Redeem a Barley Nectar NFT are final and may not be reversed.

You are responsible for compliance with all applicable importation and customs laws when you Redeem a Barley Nectar NFT. To the extent Barley Nectar is aware that a Barley Nectar NFT owner is not in compliance with such laws, Barley Nectar will not ship the Product. Additional terms regarding shipment of Products is set forth in the “Shipping of our Products” section below. When you seek to Redeem your Barley Nectar NFT, you represent that the alcohol is solely for your own consumption. You also affirm that the jurisdiction in which you are ordering and the jurisdiction to which you are asking us to deliver the Product permits the sale and delivery of alcohol.

Barley Nectar stores the Product at no cost to the Barley Nectar NFT owner for a period of 10 years. Because of this, Barley Nectar must have certain safeguards in the event an owner cannot be reached. If an owner’s account is inactive for 5 years, Barley Nectar will attempt to contact the Barley Nectar NFT owner. If the Barley Nectar NFT owner does not respond within 21 days or the owner cannot be reached, Barley Nectar will contact a backup contact, if one is provided on the account. If no backup contact was provided, or the backup contact does not answer within 14 days, Barley Nectar reserves the right to burn that Barley Nectar NFT, and such Barley Nectar NFT can no longer be Redeemed. Barley Nectar has the right to reissue a new NFT for the Product and auction it off on the Platform. Net proceeds from that sale will be donated to the Children Tumor Foundation or such other charitable endeavor as Barley Nectar may determine.

REVOKING YOUR BARLEY NECTAR NFT

Barley Nectar retains the ability, and may, revoke your Barley Nectar NFT, or alter the metadata of your Barley Nectar NFT to remove all information about it (including any and all intellectual property licensed to you under these Terms) where (1) you violate these Terms of Use, including without limitation the intellectual property license granted to you; (2) as a preventative measure if you loses access to your digital wallet that contains your Barley Nectar NFT; or (3) where we no longer have the rights to offer the Barley Nectar NFT . If the foregoing action is taken

because you have violated these Terms of Use, you acknowledge that you may forfeit any amounts paid for your Barley Nectar NFT. If the foregoing action is taken because you have lost access to your digital wallet that contains your Barley Nectar NFT, Barley Nectar may, but is not obligated to, work with you to remediate this situation, and you acknowledge that you may lose any amounts paid for your Barley Nectar NFT. You acknowledge and agree that when Barley Nectar revokes your Barley Nectar NFT, you may no longer have access to such Barley Nectar NFT in your digital wallet, and you may no longer be able to Redeem a corresponding Product, any experience or additional feature or access corresponding Artwork, as applicable.

THE SALE OF ALCOHOLIC PRODUCTS

Barley Nectar does not knowingly sell alcohol to any person under the legal drinking age. By purchasing a Barley Nectar NFT, you represent to us that you are over the legal age required to buy alcoholic products in your jurisdiction. By using our Platform and seeking to Redeem a Product that is alcohol, you are acknowledging that the person receiving a shipment of alcohol is of legal drinking age. You also agree that you are not permitted to resell alcohol purchased without a proper license.

By having us arrange the shipping on your behalf, you are also representing that: (i) you are acting in a fashion compliant with the laws and regulations of your jurisdiction and the purchase, shipping, transportation and delivery of alcoholic beverages, including spirits; (ii) you are legally entitled to receive and take possession of alcoholic beverages, and (iii) you are legally entitled to the quantities ordered and delivered.

PAYMENT

Any cryptocurrency payments that you engage in via the Platform will be conducted solely through the Ethereum Platform. We have no control over these payments or transactions, nor do we have the ability to reverse any payments or transactions. Whether a particular cryptocurrency is accepted as a payment method by us is subject to change at any time in our sole discretion.

Any fiat currency payments via credit cards, wire transfer, or other means will be directed to an unaffiliated third-party payment processor. All bank, credit card, or other payment information is sent directly to and stored with the payment processor using its security protocols. We do not store your payment information on our systems and shall not have any responsibility for the safety or security of that information. We may add or change any payment processing services at any time. In addition, you may be required to use a Third-Party Site in order to complete your purchase in fiat currency. Any Third-Party Site or payment processing service may be subject to additional terms or conditions including their privacy policies. We 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 transaction that you engage in via the Platform, or any other payment or transactions that you conduct via the Ethereum Platform.

Every transaction on the Ethereum Platform requires the payment of a transaction fee known as a "Gas Fee". This means that you are required to pay a blockchain transaction fee, known as a

“Gas Fee,” for each purchase of a Barley Nectar NFT or for any transaction via the Platform. If you seek to transfer your Barley Nectar NFT via a Secondary Marketplace you may also incur Gas Fees or other transaction costs. Gas Fees are paid to the network of computers that operate the Ethereum blockchain and are not paid to Barley Nectar. Note that Gas Fees often fluctuate based on a number of factors.

You are solely responsible for determining and paying (or reimbursing for the payment of) any and all sales, use, value-added and other taxes, duties, and assessments (excluding taxes imposed on our net income) now or hereafter claimed or imposed by any tax or other governmental authority associated with your use of the Platform (collectively, the “Taxes”). You will pay or reimburse us for all Taxes of any jurisdiction (whether national, federal, state, local, foreign or other), including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, federal, state, local, foreign or other taxing jurisdiction; and will not be entitled to deduct the amount of any such Taxes or amounts levied in lieu thereof from payments (including Gas Fees) made to us pursuant to these Terms.

If you sell your Barley Nectar NFT via the Platform or a Secondary Marketplace, such transaction may be subject to a transaction fee that is approximately ten percent (10%) of the value of the Barley Nectar NFT, which may be in addition to any fees imposed by a Secondary Marketplace which may be automatically deducted upon sale or purchase. All such fees are applied to the final sale price and are collected and distributed to us at the time of sale through smart contracts on the Ethereum Platform or through the Secondary Marketplace. Your purchase and sale of an Artwork NFT is also subject to the terms and conditions of OpenSea or any other Secondary Marketplace where the Artwork NFT is being offered or sold. Any secondary sale or purchase of a Barley Nectar NFT on a Secondary Marketplace is also subject to the terms and conditions of that Secondary Marketplace.

INTELLECTUAL PROPERTY

All text, graphics, logos, icons, images, Artwork, audio clips, video clips and software on our Platform or included in the Barley Nectar NFT, including any Artwork or Brand Art, and all legally protectable elements of the foregoing, including, without limitation, all derivative works, translations, adaptations or variations of the same, regardless of medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, and all intellectual property rights therein (the foregoing, “Content”) are all owned by or licensed to us. Content and the Product may contain trademarks, copyrights service marks, trade names and other intellectual property rights that are owned by us or our licensors or partners. You are hereby granted a limited, non-exclusive license (without the right to sublicense) to display, copy and use the Content (a) solely for your own personal, non-commercial use and (b) on our Platform or on a Secondary Marketplace solely to facilitate the sale of your Barley Nectar NFT; provided that you keep all copyright or other proprietary notices intact. Nothing in these Terms shall be interpreted as granting any license of intellectual property rights to you other than as explicitly set forth in these Terms.

Unless authorized in writing by an officer of Barley Nectar, you may not use any Content without our prior written consent. Such authorized use must not be likely to cause confusion among customers, or in any manner that disparages or discredits us or our licensors. You may not sell, reproduce, distribute, copy, duplicate, resell, modify, display, publicly perform, prepare derivative works based on, frame, mirror, repost, or exploit the Content for any commercial purpose, or otherwise use any of the Content in any way for any public or commercial purpose without our prior written consent. You may not use the Content on any other website or medium, including in a networked computer environment for any purpose other than to transact on our Platform as authorized by us. If you violate any of these terms, your permission to use the Content will automatically terminate, you must immediately destroy Content in your possession or under your control and any copies you have made and we may end your authorization to use our Platform. Your purchase of a Barley Nectar NFT means you have full ownership rights in the Barley Nectar NFT, including the right to store, sell and transfer your NFT. However, you agree and acknowledge that your purchase of the Barley Nectar NFT does not provide you any right or license (express or implied) to use the Artwork associated with the Barley Nectar NFT other than the license set forth above. In addition your Barley Nectar NFT does not represent actual ownership in the Product until you receive the Product. Your rights and interest in your Barley Nectar NFT will immediately terminate upon any subsequent sale, transfer, dispossession, burning, or other relinquishment of your Barley Nectar NFT.

You may choose to submit comments, bug reports, ideas or other feedback about the Platform, including, without limitation, about how to improve the Platform or Services through the email address provided at the end of these Terms (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose.

Notwithstanding anything to the contrary in these Terms, the Service and Content may include software components provided by Barley Nectar or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components. The Barley Nectar logo and any Barley Nectar product or service names, logos or slogans that may appear on the Service or Service are trademarks of Barley Nectar or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "Barley Nectar" or any other name, trademark or product or service name of Barley Nectar or our affiliates without our prior written permission. In addition, the look and feel of the Service and Content, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Barley Nectar and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and Barley Nectar names or logos mentioned on the Service are the property of their respective owners and may not be copied, imitated or used, in whole or in

part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Barley Nectar.

Acknowledgements and Assumption of Risk

You must be of legal drinking age in order to redeem the physical item from Barley Nectar. We take beverage alcohol laws seriously, and if you attempt to purchase or receive beverage alcohol by placing an order on our platform in violation of the law, we will assist law enforcement in prosecuting you to the fullest extent of the law.

You acknowledge and agree that you are responsible for your own conduct while accessing or using our Platform, and for any consequences thereof. You agree to use the Platform only for purposes that are legal, proper and in accordance with these Terms and any applicable laws, rules or regulations. You represent and warrant and agree that your use of the Platform will not, and you will not permit any third party to or attempt to, in any manner, do any of the following while using our Services:

Intentionally or knowingly violate any applicable law or regulation or agreement to which you are bound – including this Agreement – or the rights of any other party;

Receive a Product that contains alcohol other than for the following reasons: (i) personal consumption or (ii) gifting the Product to someone of legal age;

Misrepresent or try to deceive us as to your identity or the identity of anyone else, use buying agents or conduct fraudulent activities;

Exceed authorized access, tamper with, or misuse any areas of our Platform or its computer systems, resources, programming, code or communications capabilities, or any features or functions of our sites. Anyone who does so or attempts to do so may be subject to prosecution;

Frame or link to the Platform or any of our other sites, unless permitted in writing by us;

Use bots or other means to scrape our site; or

Post or otherwise make available any content that contains hate-related or violent, defamatory, ethnically or racially offensive material, or is otherwise harmful, obscene, offensive, sexually explicit or vulgar; that contains any material that violates or encourages conduct that would violate any applicable laws, rules or regulations, or third-party rights; or that abuses, harasses, or threatens another user of the Platform any of our directors, officers, or employees.

You acknowledge and agree that there are risks associated with purchasing, holding, and using your Barley Nectar NFT . By purchasing, holding and using a Barley Nectar NFT , you expressly acknowledge and assume all risks including, but not limited to: forgotten passwords; inability to access or use your digital wallet for any reason, including lost private keys; mistyped addresses or improperly constructed instructions when transmitting or receiving Barley Nectar NFTs s or any cryptocurrency; errors in the smart contract that mints and controls the Barley Nectar NFTs s; errors in our Platform or Services, including errors regarding the price or availability of Barley Nectar NFTs s; inability to access or transfer a Barley Nectar NFT or the Content, including due to the loss or compromise of Barley Nectar's private keys to its administrative wallet; missed opportunities to Redeem or resell Barley Nectar NFTs s; blockchain malfunctions or other

technical errors or failures; unfavorable regulatory determinations or actions (including with respect to NFTs or cryptocurrencies); taxation of NFTs or cryptocurrencies; unanticipated risks; volatility risks in the value of Barley Nectar NFTs and cryptocurrencies; cybersecurity attacks; personal information disclosure; unauthorized access to applications; unauthorized third-party activities, including, without limitation, the introduction of viruses or other malicious code; the use of phishing, sybil attacks, 51% attacks, bruteforcing, or other means of attack that affect, in any way, the Barley Nectar NFTs or the Content; and changes to the protocol rules of the Ethereum Platform (i.e., “forks”) or upgrades to the Ethereum Platform, (the foregoing, collectively, “Platform Risks”).

You acknowledge and agree that you have a sufficient understanding of the functionality, usage, storage, transmission mechanisms and other material characteristics of, blockchain technology, NFTs, digital assets, digital wallets, and cryptocurrencies to understand these Terms and to appreciate the risks and implications of purchasing a Barley Nectar NFT .

You acknowledge and agree that there is substantial uncertainty as to the characterization of NFTs and other digital assets under applicable law. You acknowledge that your purchase of a Barley Nectar NFT complies with applicable laws and regulation in your jurisdiction.

Given the regulatory regime governing blockchain technologies, cryptocurrencies and digital assets is uncertain, you acknowledge and agree that new regulations or policies in United States or foreign jurisdictions may materially adversely affect the development of the Platform or Services, and therefore the potential utility, value, or ability to use, transfer, exchange your Barley Nectar NFT . We are not responsible if your Barley Nectar NFT, Artwork NFT, or any Content becomes inaccessible to you for any reason, or for any modifications or changes to your Barley Nectar NFT, Artwork NFT, or any Content including any deletion, removal, or inaccessibility on our Platform or otherwise. We are also not responsible if we are unable to access your Barley Nectar NFTs due to the loss or compromise of the private keys to our administrative wallet.

You acknowledge and agree that we or our partners could make additional copies of, and distribute, the Brand Art associated with your Barley Nectar NFT, and could sell or otherwise assign the copyright or other intellectual property rights or economic rights in such Brand Art.

You acknowledge and agree that the price of a Barley Nectar NFT and its corresponding Product are subjective. A lack of use or public interest in Barley Nectar NFTs or the corresponding Product could negatively impact the potential utility or value of your Barley Nectar NFT.

You acknowledge and agree that (i) Barley Nectar NFTs are intended and offered solely for consumptive purposes and not as an investment, or for speculation, or financial gain; (ii) each Barley Nectar NFT and Artwork NFT has no inherent or intrinsic value (other than, with respect to the Barley Nectar NFT, when such Barley Nectar NFT is Redeemed); (iii) we cannot guarantee that any Barley Nectar NFT will retain its original value; (iv) acquisition of a Barley

Nectar NFT does not entitle you to any equity or ownership interest in any entity, project, or endeavor; (v) you may be unable to resell your Barley Nectar NFT, and, with respect to the Barley Nectar NFT, no representations are made as to the re-saleability of the corresponding Products; and (vi) no representations are made as to the financial value of Barley Nectar NFTs (if any).

You acknowledge and agree that your Barley Nectar NFT or any cryptocurrency used to purchase a Barley Nectar NFT may be lost, stolen or compromised due to bad actors or exploitations on the Ethereum blockchain or Barley Nectar systems. You also acknowledge and agree that bad actors may attempt to impersonate you, create counterfeit versions of your Barley Nectar NFT, sell replicas of your Barley Nectar NFT or misuse Content associated with or linked to your Barley Nectar NFT.

You acknowledge and agree that other digital assets on the Ethereum blockchain and other blockchains may be of more value than NFTs generally, and the introduction of new blockchain technologies and products may impact the value of your Barley Nectar NFT.

You acknowledge and agree that the market for NFTs is new and volatile, and that the price of your Barley Nectar NFT as it relates to fiat currency may greatly decrease over a short period of time, impacting the liquidity of your Barley Nectar NFT and price of your Barley Nectar NFT. You acknowledge and agree that we, or any of our licensors or partners, may go out of business, declare bankruptcy or cease operations, thereby decreasing the use or value of your Barley Nectar NFT.

You acknowledge and agree that once we accept your offer to Redeem the Product, we no longer have any responsibility (other than with respect to our obligations under "Shipping the Products") of or title to such Product.

You acknowledge and agree that your Barley Nectar NFTs exist only by virtue of the ownership record maintained on the Ethereum Platform. Any transfer of Barley Nectar NFTs occurs within the Ethereum Platform and not on the Service or Platform.

NOTICES

"Communication" means any customer agreements or amendments, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to your use of the Services that we may provide to you, including, but not limited to, information that we are required by law to provide to you in writing. We will give you any necessary Communications by posting them on our Platform. You authorize us to send any Communications and all changes to such Communications electronically. We may, from time to time, make announcements regarding Barley Nectar NFTs, including, but not limited to, the availability of any Barley Nectar NFT and your ability to Redeem your Barley Nectar NFT, features, functions, services, products, rewards, or offers. All announcements will be made by us either on the Platform, by email and/or our dedicated social media accounts, including Discord and Twitter. You acknowledge and agree that it is your responsibility to check our Platform and these

accounts for all announcements. Barley Nectar is not responsible for any missed opportunities for failure to check announcements, nor are we liable for the availability of the social media platforms.

DISCLAIMER OF WARRANTIES

We do not warrant, promise, guarantee or make any representations regarding the accuracy, security, reliability or any use of the functions, features, operations, Content, Barley Nectar NFTs, Artwork NFTs, Platform, Services or other information we provide to you. We cannot and do not warrant your use of our Services, or the operation or function of the our Platform, any component, feature, function, capability or offer or any products, software or services, will be uninterrupted or error free, or that defects or malfunctions will be corrected or that the site is free of viruses or other harmful elements.

Your use of our Platform is solely and fully at your own risk and you assume full responsibility for all costs and expenses associated with such use. We make no representations about the suitability, reliability, availability, timeliness and accuracy of our Website. Our website, platform, the Barley Nectar NFTs, the products and the content are provided “as is” and “as available” without any express, implied or statutory warranty of any kind including warranties of merchantability, title, non-infringement of third party rights, or fitness for any particular purpose, each of which is specifically disclaimed. except as is required by local law, any warranty of any kind is excluded by this section.

Barley Nectar is a platform and membership club. We are not a broker, financial institution, or creditor. the services are an administrative platform only. barley nectar facilitates transactions between the buyer and seller in the auction/sale but is not a party to any agreement between the buyer and seller of crypto assets or between any users.

Neither we nor you will be responsible for any failure to meet any obligation which we or you have under these Terms which is caused by circumstances beyond our or your reasonable control. This includes, but is not limited to fire, flood, natural disasters, armed conflict, terrorist attack, labor matters, pandemic, technology or telecommunications failures, cyberattacks, or any unauthorized third-party activities. We will not be responsible or liable to you or any other party for errors or failures to execute any purchase of your Barley Nectar NFT , including, without limitation, errors or failures caused by: (i) your failure to follow our instructions; (ii) any loss of connection to our Platform or Services unless caused by our gross negligence; (iii) a failure of any software or device used by you to purchase your Barley Nectar NFT ; (iv) any other failure to execute your Barley Nectar NFT purchase or for errors or omissions in connection with this activity unless caused by our gross negligence; or (v) any Platform Risk.

LIMITATION OF LIABILITY

In no event shall we and/or our officers suppliers, distributors, directors, partners, owners, agents, contractors, or representatives, be liable to you or anyone else for any indirect, punitive, incidental, special or consequential damages or any damages whatsoever, including, without

limitation damages for loss of use, data or profits, arising out of or in any way connected with our website, this agreement, the use or performance of our platform, the delay or inability to use our platform, the provision of or failure to provide services, or for any events, information, software, products, services and related graphics obtained through our platform, or otherwise arising out of the use of our platform or services whether based on contract, tort, negligence, strict liability or any other legal or equitable theory, even if we or any other party may have been advised of the possibility of damages.

in no event will the aggregate liability of barley nectar, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), or other theory, arising out of or relating to these terms or the ownership of the barley nectar NFTs, exceed the amount of the initial sale of the barley nectar NFT on our platform on OpenSea that is the subject of the claim.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional, willful or reckless misconduct of barley nectar. If you are dissatisfied with any portion of our web site, or with any part of this agreement or your transactions with us, your sole and exclusive remedy is to discontinue using our services. This sole and exclusive remedy is separate and independent of any other provision that limits our liability or your remedies under this agreement.

INDEMNITY

You agree to defend, indemnify, and hold Barley Nectar, its affiliates, employees, officers, suppliers, distributors, directors, contractors, representatives and agents and partners (including alcohol brand owners) ("Barley Nectar Parties") harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Barley Nectar Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) any Feedback; (ii) your misuse of our Services or your Barley Nectar NFT (iii) your breach or alleged breach of these Terms or the representations or warranties that you have made in these Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or regulatory authorities in connection with your use of our Services or your Barley Nectar NFT ; (v) information or material transmitted through your device used to access the site, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; and (vi) any misrepresentation made by you (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by Barley Nectar Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Barley Nectar Parties retain the exclusive right to settle, compromise and pay any and all Claims and Losses. Barley Nectar Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Barley Nectar Party.

SHIPPING OF THE PRODUCTS

If a Barley Nectar NFT is Redeemed, Barley Nectar shall ship and/or arrange for shipping of the Product to you. By arranging for transportation or shipping of any Product under your instruction, we are providing a service to, and acting on your behalf. You affirm and represent that you have obtained any and all required permissions or consents, paid any required fees, and are using properly licensed intermediaries where required to receive the Products. Title to the Products passes to you once we approve your request to Redeem your Barley Nectar NFT and at that time the risk of the responsibility of the Product will shift to you. Barley Nectar NFT owner will be required to pay shipping fees and duties related to shipping their Product.

All Product shipments will be shipped according to Barley Nectar's shipping policy which is incorporated herein by reference, and is available here, and may be updated from time to time. When you complete the process to Redeem your Barley Nectar NFT, we will notify you by e-mail of the estimated date the Product should arrive to you. If your order does not arrive when intended, notification of lost items must be received by Barley Nectar within 30 days from receipt of our shipping confirmation e-mail.

Barley Nectar does not ship Products to certain jurisdictions that Barley Nectar determines in its sole discretion. For example, Barley Nectar will never ship alcohol to any jurisdiction that prohibits the shipment or consumption of alcohol. A list of jurisdictions to which we currently do not ship is available here. Barley Nectar may, in its sole discretion, provide reasonable alternatives for Barley Nectar NFT owners in such restricted jurisdictions to Redeem their Product in a way that is compliant with applicable law. Such alternatives will be made available to the applicable Barley Nectar NFT owner during the Redemption process. No contractual or other obligation to sell and ship the Products Redeemed via the Platform attaches or is final or binding on us unless and until we have completed our compliance checks of the individual seeking to Redeem a Barley Nectar NFT.

In the event Barley Nectar ceases to operate, all Products will be made available for pickup or shipment subject to these Terms.

ERRORS ON OUR SITE OR RELATED TO BARLEY NECTAR NFTS

Prices and availability of the initial sale of Barley Nectar NFTs are subject to change without notice. Errors will be corrected where discovered, to the extent feasible. We are not responsible for any errors with respect to the listed price of a Barley Nectar NFT or availability of Barley Nectar NFTs displayed on our Website. We have the right to change the price of a Barley Nectar NFT before it is sold for any reason, including that the price was listed in error.

CHOICE OF LAW; ARBITRATION; AND CLASS ACTION WAIVER.

The internal laws of Hong Kong, without regard to any otherwise applicable choice of laws principles, shall govern any action related to these Terms of Service, the use of the Platform or the Services.

In the event of a dispute between you and us arising under or relating to the Platform or the Services, you hereby acknowledge and agree that by using the Platform or the Services, you are irrevocably agreeing to resolve any such dispute or claim through binding arbitration, as described below, instead of bringing an action in court. This means that neither party shall have the right to litigate such dispute or claim in court or to have a jury trial. You are agreeing to mandatory individual arbitration for the resolution of disputes and waiving your right to a jury trial on your claims. You acknowledge and agree that discovery and appeal rights are limited in arbitration.

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the American Arbitration Association in effect at the time of the arbitration, except as they may be modified herein. The number of arbitrators shall be one who shall be selected by Barley Nectar. The seat, or legal place, of arbitration shall be Hong Kong. The language to be used in the arbitral proceedings shall be English. The governing law of the Terms shall be the substantive laws of Hong Kong, applicable to contracts made, executed and wholly performed in Hong Kong. A printed version of these Terms and of any notice given in electronic form shall be admissible in arbitral proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The arbitration award shall be final and binding on the Parties. The Parties undertake to carry out any award without delay and waive their right to any form of recourse insofar as such waiver can validly be made. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. You and Barley Nectar shall be responsible for their respective attorneys' fees and expenses.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or will be forever barred.

CLASS ACTION WAIVER

Arbitration must be on an individual basis. This means that neither you nor barley nectar may join or consolidate claims in arbitration by or against other individuals, or litigate in court or arbitrate any claims as a representative or member of a class or in a private attorney general capacity. unless you opt out of the arbitration agreement you will only be permitted to pursue claims and seek relief against us on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding. termination of use

We may terminate your Barley Nectar.com account with or without cause at any time effective immediately. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend or discontinue all or any aspects of the site at any time without prior notice.

GENERAL PROVISIONS

You agree that we and our agents, representatives, contractors, suppliers and others working on our behalf, may make improvements and/or changes in the Platform, the Services and the Content on the site, and all features, functions and/or services may change at any time without notice and without liability of any kind. You are responsible for compliance with applicable laws and regulations that apply to you, keeping in mind that access to our site may not be legal by certain persons or in certain countries. Even if we do not exercise some right or enforce some provision at any particular time, that does not mean we have waived that or any other right in any way. If any provision of our Terms is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with all other provisions remaining in full force and effect. These Terms, comprise the entire agreement between you and us regarding the subject matter and supersedes all prior or contemporaneous negotiations, discussions or agreements, if any, between the parties with respect to same. These Terms are personal to you and you may not transfer, assign, or delegate any of them to anyone without our express written permission and any attempt to do so without prior written permission, will be void ab initio. These Terms will inure to the benefit of our successors, assignees, and licensees. The headings are included for reference only and have no effect on the meaning of any provision.

CONTACT INFORMATION

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LAST UPDATED

These Terms were last updated on: August 23rd, 2022