

These Terms of Sale (“Terms”) apply to your purchase, sale, display and use of The Genesis Collection non-fungible tokens (the “NFTs”). These Terms also expressly incorporate any other documents referenced herein and govern your access to and use of this site, as well as any website or mobile app related to the NFTs (the “Site”), as well as all content, functionality, and services offered on or through the Site, including the NFTs. The NFTs are designed to provide access to benefits and opportunities, and may even include special experiences that are linked to individual NFTs. These benefits and opportunities are defined more below but may change over time. Terms are entered into between you and The School Days Foundation (“Company,” “we,” or “us”). You are strongly encouraged to seek legal, financial, and tax advice regarding your individual circumstances and objectives in determining whether to purchase NFTs.

1. Reviewing and Accepting These Terms. Please read these Terms carefully, as they set out your rights and responsibilities with when you use this Site to buy NFTs (the “Services”). When each NFT is sold for the first time, the agreement for sale is between the Company and the initial purchaser. NFTs may be sold by you to subsequent purchasers through any third-party site or platform that supports the sale of Ethereum-based non-fungible tokens (“NFTs”). These Terms also constitute a binding agreement that establishes certain rights and limitations applicable to each purchase of an NFT, whether as an initial purchase on the Site or as a secondary sale on any such third party site or platform, in addition to and without limitation of any terms of sale that are applicable to the purchase or sale of any particular NFT. The purchaser in any such initial sale or secondary sale is referred to herein as the “Purchaser.” The term “you” as used in these Terms refers to any and all Purchasers and, to the extent applicable, non-Purchaser users of the Site). Any party to whom a Purchaser transfers an NFT, whether as part of a secondary sale, a gift or otherwise, is also referred to herein as a “Transferee” and each Transferee shall also be deemed to be a Purchaser for purposes of these Terms. The smart contract that governs the NFTs resides immutably on the Ethereum blockchain. As such, the Company does not maintain the NFTs on the Site. Aside from initially deploying the contract to the blockchain, the Company has no control over the transfer, storage, or ownership of the NFTs. By agreeing to these Terms, you hereby certify that you are at least 18 years of age. If you do not agree to these Terms, you must not access or use the Site. We reserve the right to change or modify these Terms at any time and in our sole discretion. You agree and understand that by accessing or using the Site following any change to these Terms, you are agreeing to the revised Terms and all of the terms incorporated therein by reference.

2. Wallet. Connecting a crypto currency wallet is required to purchase an NFT. When you connect your crypto currency wallet to the Site using a trusted service provider of your choice such as MetaMask or Wallet Connect, you accept

and agree to be bound and abide by these Terms and all of the terms incorporated herein by reference. You acknowledge and agree that by linking your crypto currency wallet, you understand that you are solely responsible for maintaining the security of your wallet and your control over any wallet-related authentication credentials, private or public crypto currency keys, NFTs or crypto currencies that are stored in or are accessible through your wallet. Any unauthorized access to your crypto currency wallet by third parties could result in the loss or theft of NFTs and/or funds held in your wallet and any associated wallets, including any linked financial information such as bank account(s) or credit card(s). We are not responsible for managing and maintaining the security of your crypto currency wallet nor for any unauthorized access to or use of your crypto currency wallet. If you notice any unauthorized or suspicious activity in your crypto currency wallet that seems to be related to this Site, please notify us immediately.

3. Site Content Ownership. Unless otherwise indicated in writing by us, the Site, all content, and all other materials contained therein, including, without limitation, Our logos, and all designs, text, graphics, pictures, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, "Site Content") are the proprietary property of Company or our affiliates, licensors, or users, as applicable. You shall not (i) sell, transfer, assign, license, sublicense, or modify the Site or any Site Content; (ii) reproduce, display, publicly perform, make a derivative version of, distribute, reverse engineer or otherwise attempt to discover the source code of any software contained in or relating to the NFTs, the Site or any Site Content; or (iii) otherwise use the Site or any Site Content in any way for any public or commercial purpose or in any manner other than as expressly permitted in these Terms. We retain all right, title and interest and in and to (i) the Site and all Site Content; (ii) all improvements and modifications to, and derivative works of, the Site and all Site Content; and (iii) all intellectual property rights relating to the foregoing. You do not obtain any rights to the Site or any Site Content, except for the limited right to access and use the Site as expressly permitted herein and the rights and restrictions applicable to the NFTs as expressly stated below. The trademarks, service marks, and logos used and displayed on the Site or in the NFTs may be registered and/or unregistered trademarks or service marks owned or controlled by us (collectively, the "Trademarks"). Nothing herein should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks. In particular, use of the Trademarks as part of a link to or from any third-party site is prohibited unless approved in advance by us in writing. All goodwill generated from the use of the Trademarks inures to solely our benefit.

4. Utility. The Genesis Collection will include **300 limited edition** NFTs and **4 single edition** NFTs (**304 total** NFTs).

Limited edition NFTs will feature 5 original artworks from 5 renowned artists and will be priced at TBD ETH. The 5 artworks will be randomly distributed to minters, and all 300 limited edition NFTs will carry the same utility. All proceeds from Limited Edition NFTs will be distributed as follows: seventy-five percent (75%) to the applicable artist(s) and twenty-five percent (25%) to The School Days Foundation. The smart contracts for Limited Edition NFTs will include provisions for a resale royalty in the aggregate amount of five percent (5%) of the gross sales price of any Limited Edition NFTs in secondary sales, to be distributed to the applicable NFT artist and to The School Days Foundation in the same proportions (seventy-five percent (75%) of the resale royalty amount to the artist and twenty-five percent (25%) of the resale royalty amount to The School Days Foundation). The limited edition NFTs include the following utility benefits, subject to applicable terms and conditions issued by the Company in connection with the use of such utility benefits:

Membership in the Creators Collective: An exclusive 304 member network that includes prominent entrepreneurs, web3 innovators, athletes, and cultural icons. Membership in the Creators Collective will only be active while NFT is owned by the individual and will be transferred to the current purchaser.

All-Access Pass to an ET event of choice in 2022 or 2023. The all-access pass does not include travel and lodging expenses. All-Access Pass can be redeemed only once per individual NFT.

Early access for all future ETVerse NFT projects including: 1 free mint + 1 presale spot for the Blockheads PFP collection dropping in 2022.

Single edition NFTs will feature 4 original artworks from 4 renowned artists and will be sold during a 3-day traditional auction. All proceeds from the Single Edition NFTs will be distributed as follows: fifty percent (50%) to the applicable artist(s) and fifty percent (50%) to The School Days Foundation. The smart contracts for Single Edition NFTs will include provisions for a resale royalty in the aggregate amount of five percent (5%) of the gross sales price of any Limited Edition NFTs in secondary sales, to be distributed to the applicable NFT artist and to The School Days Foundation in the same proportions (fifty percent (50%) of the resale royalty amount to the artist and fifty percent (50%) of the resale royalty amount to The School Days Foundation). The 4 single editions will carry all of the utility of the limited editions, plus a one time redeemable one-of-a-kind IRL (“in real life”) experience, consisting of the following, subject to applicable terms and conditions issued by the Company in connection with the redemption of such IRL experience.

- **Day-In-The-Life Experience:** Complimentary airfare and lodging are only the start of your journey which includes a once-in-a-lifetime opportunity to shadow the world's greatest motivational speaker for a full day. You will have full access to Eric including being by his side for a live speaking event where you will be with him backstage and see him speak live, enjoy a meal with him and also receive a coaching session with ET and his team on your personal development and deep dive into your business.

5. Rights and Restrictions. Once you successfully purchase and receive an NFT, you will own that NFT. At all relevant times, we will recognize as the Purchaser the individual able to authorize transactions through the Wallet associated with the applicable NFT as identified by the Collection's smart contract and such individual shall be bound by these Terms.

WHILE AN NFT MAY BE ASSOCIATED WITH A DIGITAL WORK, IT IS IMPORTANT TO UNDERSTAND THAT NFT OWNERS DO NOT OWN THE DIGITAL WORK OR THE COPYRIGHT IN THE DIGITAL WORK (UNLESS INCLUDED AS PART OF THE NFT'S UTILITY).

By purchasing an NFT, including through a primary or secondary sale, the current Purchaser will obtain a limited, personal, worldwide, non-exclusive, non-assignable, non-sub licensable, royalty-free license to download, access, and use one or more copies of the Digital Work associated with the NFT to: (i) publicly and privately display the Digital Work at any size for personal, non-commercial purposes; and (ii) market, promote, advertise, and sell the NFT associated with the Digital Work as part of an NFT platform or marketplace that cryptographically verifies each NFT owner's custody of the NFT to ensure that only the actual owner of the NFT can display it). This license belongs only to the Purchaser as defined herein but automatically terminates when they cease to be the NFT owner for any reason. We do not monitor or control any marketplace or any other activity beyond that of the Services, including, without limitation, purchases or sales on the secondary market. You are solely responsible for determining what, if any, taxes apply to your NFT-related transactions. You agree that we are not responsible for determining the taxes that apply to your transactions on the Site or other NFT-related transactions on any third party platform.

For the sake of clarity, Purchasers may not do (nor permit any third party to do or attempt to do) any of the following:

- a. Modify any Digital Work in any way.
- b. Make "commercial use" of any Digital Work, including any Digital Work associated with their NFT(s), including, for example, by creating and selling copies of the Digital Work, licensing the Digital Work for commercial

purposes (e.g., to sell merchandise, products, or services), or otherwise commercially exploiting the Digital Work.

c. Use any Digital Work or NFT in any way that: (a) violates the rights of any third party, any applicable law, rule, or regulation, or these Terms; (b) is obscene, profane, pornographic, vulgar, or offensive; (c) incites or promotes violence or violent or dangerous behavior, or depicts violence (either towards others or oneself); (d) involves hate speech, endorses any form of hate, or discriminates against others based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (e) spreads false, deceptive, misleading, otherwise unsubstantiated or unfair information or material or promotes any particular political agenda or message; and (f) promotes any activities that may be or appear unsafe or dangerous, including, without limitation, excessive consumption of alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing).

d. Except as allowed under these Terms, use any intellectual property rights (such as trademarks, copyright, and design rights) of Company or any Artist, whether registered or unregistered. All rights therein and goodwill associated therewith shall inure to the benefit of Company or the Artist, as applicable.

By participating in the Services and/or by purchasing an NFT (on the Site or any third-party NFT marketplace or platform), you grant to Company an irrevocable, perpetual, unlimited, royalty-free, fully paid-up, worldwide, sub licensable right to use your public Wallet address and, to the extent made publicly available, any alias, name, avatar, online profile, domain name, or other information associated with your public Wallet address, for any lawful purpose whatsoever, including without limitation, for purposes of advertising or promoting Company or the Services.

6. Warranty Disclaimers.

THE NFTs ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY THAT THE NFTs WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. COMPANY MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE NFTs.

COMPANY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE NFTs, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES

OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS TO THE NFTs; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE NFTs.

THE NFTs ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH COMPANY DOES NOT CONTROL. COMPANY DOES NOT GUARANTEE THAT COMPANY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFT. YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS YOU PURCHASE.

COMPANY IS NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE NFTs. COMPANY IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE NFTs, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. Assumption of Risk. You accept and acknowledge all risk associated with the following:

a. You are solely responsible for determining what, if any, taxes apply to your purchase, sale or transfer of the NFTs. Company nor its affiliates are responsible for determining or paying the taxes that apply to such transactions.

b. Digital assets, including blockchain based assets such as the NFTs, are subject to developing laws and regulations throughout the world.

c. NFTs are not a security of any kind, and they do not represent any right to vote, manage, or share in the profits or proceeds of any entity. NFTs do not represent ownership of any tangible or intangible asset, and they will not be redeemable.

d. You should not purchase NFTs for any speculative purposes. Purchase of the NFTs should be without expectation of any profit, dividend, capital gain, financial yield or any other return, payment or income of any kind.

e. Purchase of the NFTs carries substantial risk that could lead to a loss, including a total loss, of the value of the NFTs. There can be no assurance that the NFTs shall ever hold or maintain value.

f. The information contained in these Terms does not constitute a recommendation by us, or any other person, nor does it constitute advice on the merits of purchasing the NFTs. The information contained herein does not necessarily identify, or purport to identify, all the risk factors associated with purchasing NFTs. Purchasers must make their own independent assessment of the merits of purchasing NFTs.

8. Limitation of Liability.

a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE NFTs WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE NFTs, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COMPANY OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE PURCHASE PRICE OF THE INITIAL SALE OF AN APPLICABLE NFT.

c. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

9. Governing Law and Forum Choice. This Agreement and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Michigan, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 10 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that You and Company are not required to arbitrate will be the state and federal courts

located in Wayne County, Michigan, and you and Company each waive any objection to jurisdiction and venue in such courts.

10. Dispute Resolution. Certain portions of this Section 10 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Company agree that they intend that this Section 10 satisfies the “writing” requirement of the Federal Arbitration Act.

a. First -- Try to Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the NFTs or this Agreement (collectively, “Dispute”), or to any of Company’s actual or alleged intellectual property rights (an “Excluded Dispute”), then you and Company agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Company’s notice to you will be sent to you based on your contact information provided to Company. But if no such information exists or if such information is not current, then Company has no obligation under this Section 10. Your notice to Company must be sent to: School Days Foundation, 6680 Ambassador Ave. #612, Grand Ledge, Michigan 48837. For a period of 60 days from the date of receipt of notice from the other party, the Parties will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either Party to resolve the Dispute or Excluded Dispute on terms with respect to which you and Company, in each Party’s sole discretion, are not comfortable. Company’s decision to pursue amicable resolution, however, shall not be weighed against a finding of irreparable harm to Company in any subsequent legal action.

b. Arbitration. If the Parties cannot resolve a Dispute as set forth in Section 10.a. above within 60 days of receipt of the notice, then either Party may submit the Dispute to formal arbitration administered by JAMS (www.jamsadr.com) pursuant to its Streamlined Rules as they may be in effect from time to time, which shall be the exclusive method for resolving Disputes. If we cannot resolve an Excluded Dispute as set forth in Section 10.a. above within 60 days of receipt of the notice, then either Party may submit the Excluded Dispute to such arbitration only if both Parties consent in writing, to have that Excluded Dispute subject to arbitration, failing which the dispute shall be resolved in court pursuant to Section 9 above. Judgment on any award in any arbitration pursuant to this Section 10.b may be entered in any court having jurisdiction.

11. General Terms. This Agreement will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, in particular any Transferee. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement.

Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing. No amendment to this Agreement or waiver of any provision hereof will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby. Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other Party in any manner. Nothing contained in this Agreement will be deemed to create any third-party beneficiary right upon any third party whatsoever. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed or not by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect its interpretation. Neither Party will be afforded or denied preference in the construction of this Agreement, whether by virtue of being the drafter or otherwise. For purposes of this Agreement, the words and phrases "include," "includes", "including" and "such as" are deemed to be followed by the words "without limitation". Any notices or other communications provided by Company under this Agreement be given by posting to the Site. You may give notice to Company by mail per the below, effective upon receipt. The Parties have agreed to contract electronically, and accordingly, electronic signatures will be given the same effect and weight as originals.

School Days Foundation
6680 Ambassador Ave. #612
Grand Ledge, Michigan 48837