

FREMANTLE NFT TERMS OF USE

Last Updated: April 20, 2022

These terms of use (the “**Terms**”) between you and FremantleMedia North America, Inc. (“**Fremantle**”, “**we**”, “**us**” or similar) supplement the ThetaDrop (“**Theta**”) terms of service (the “**Theta Terms**”) located at (<https://priceisright-stg.thetadrop.com/terms>) (the “**Site**”) regarding your purchase and use of a Fremantle NFT, your rights to the Fremantle NFT, and related materials. In the event of a conflict between the Theta Terms and these Terms, the Terms reflected herein shall control with respect to the use of the Fremantle NFTs (as such term is defined herein). The Site will allow users the opportunity to purchase unique blockchain-tracked, non-fungible tokens (NFTs) (“**Fremantle NFTs**”) that serve as digital collectibles and are originally minted by us in conjunction with Theta. These Terms are a legally binding agreement between you and Fremantle and contain the additional terms governing your use of the Site, Fremantle NFTs, and participation in the “The Price is Right” NFT challenge (however accessed, whether via web, mobile, or otherwise) as described herein (the Site, the Fremantle NFT program, and services shall be collectively, the “**Services**”).

These Terms contain very important information regarding your rights and obligations, as well as conditions, limitations and exclusions that might apply to you. Please read it carefully.

THESE TERMS MAKE PART OF THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE FREMANTLE NFTS. BY PURCHASING AND/OR USING A FREMANTLE NFT, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE NOT PROHIBITED FROM ACCESSING OR USING THE FREMANTLE NFTS. YOU MAY NOT ACCESS OR USE THE FREMANTLE NFTS OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT PURCHASE AND/OR USE A FREMANTLE NFT. ANY TERMS USED HEREIN, BUT NOT OTHERWISE DEFINED SHALL HAVE THE MEANING SET FORTH IN THE THETA TERMS.

BY PURCHASING A FREMANTLE NFT YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS, INCLUDING THE ARBITRATION PROVISION.

YOU HEREBY ACKNOWLEDGE THAT THE SITE, APP, AND FREMANTLE NFTS ARE NOT ENDORSED BY, AFFILIATED WITH, OR SPONSORED BY CBS OR PARAMOUNT GLOBAL.

ANY PURCHASE OR SALE YOU MAKE, ACCEPT, OR FACILITATE OUTSIDE OF THE APP OF A FREMANTLE NFT WILL BE ENTIRELY AT YOUR RISK. WE DO NOT CONTROL OR ENDORSE PURCHASES OR SALES OF NFTS OUTSIDE OF THETA. WE EXPRESSLY DENY ANY OBLIGATION TO INDEMNIFY YOU OR HOLD YOU HARMLESS FOR ANY LOSSES YOU MAY INCUR BY TRANSACTING, OR FACILITATING TRANSACTIONS, IN NFTS OUTSIDE OF THETA.

1. **THIRD-PARTY VENDOR:**

- A. All transactions made through the Services are managed and confirmed on the blockchain and are processed by Theta, rather than by Fremantle. To initiate the purchase of a Fremantle NFT, and to display, store, trade and sell your Fremantle NFT, you may need to set up an electronic wallet and an account with Theta. By using the Site and services to do

any of the foregoing, you agree to the terms of service located on the Site and where applicable, the Theta Terms and privacy policies thereof. Except as expressly set forth herein, Theta's terms of service or terms of use govern the transaction on the blockchain, including any related decentralized technologies (e.g., Ethereum), websites, services, tools, applications, smart contracts, and APIs which are provided by such Third Party Vendors.

- B. You hereby expressly grant us the right, power, and authority to transmit your information to Theta as reasonably necessary in connection with any Fremantle NFT. Because Fremantle has no control over Theta or its websites or mobile applications, you acknowledge and agree Fremantle is not responsible for the availability of such external websites, mobile applications or resources accessible from Theta and we are not responsible or liable for any content, advertising, products, services, or other materials available from such websites or mobile applications.

2. **PURCHASE TERMS AND CHALLENGES:**

- A. **Eligibility:** You affirm that you are over the age of 18. Fremantle NFTs are not intended for children under 18. If you are under the age of 18, you may not purchase or use a Fremantle NFT. We do not knowingly collect information from or direct any of our content specifically to children under the age of 18.
- B. **Purchase Terms:** Unless otherwise permitted by Theta, all purchases effectuated through the Site are final and non-refundable. You acknowledge and agree that all transactions effectuated through the Site are publicly visible on the blockchain when made. You are responsible for all payments, fees and costs when engaging in any transactions involving Fremantle NFTs, including, without limitation, the purchase price, transaction fees (e.g., "gas" fees) and all other fees associated with your use of the Services or the services of Theta, including but not limited to purchasing, trading and/or "burning" a Fremantle NFT. You also are solely responsible for payment of all national, federal, state, local or other taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any national federal, state, local, international or any other governmental authority or taxing jurisdiction, including, without limitation, any income, sales, use, value-added (VAT), goods and services and other taxes and duties associated with your use of the Services, the services of Theta, and your purchase of Fremantle NFTs from any party. You are solely responsible for any tax reporting for transactions in which you may be a seller of Fremantle NFTs.
- C. **Secondary Sales:** You may have the limited right to sell or transfer your Fremantle NFTs on the Theta marketplace. We do not monitor or control any marketplace purchases or sales, or any other activity on the Site, and Fremantle shall have no responsibility or liability therefor.

D. Total Collection: The program will consist of the following Fremantle NFTs, spread across three (3) separate selling periods or “drops”:

(i) Auction: All eligible participants will have the opportunity to bid on and potentially win:

1. An NFT of a key prop from The Price is Right television show, themed to the pricing game that is the focus of each individual drop . The winning purchaser must redeem the purchase no later than December 31, 2023.
2. The winning purchaser may redeem (“burn”) the Fremantle NFT to redeem an authentic physical prop, authenticated by Fremantle. The Fremantle NFT must be redeemed no later than December 31, 2023; provided Theta cannot ship the physical props to residents of OPEC countries.
3. Additional details regarding Theta’s auction policies and procedures is located at: (<https://support.thetadrop.com/hc/en-us/sections/1500001388342-Auction>).

(ii) Open Edition: There will be an unlimited number of The Price is Right Name Tag NFTs available for a 3-hour period, on July 15th, 2022.

(iii) Limited Edition: Participants will have the opportunity purchase 1,000 limited edition blind packs with artistic variations to the base art and design of pre-determined pricing game. As this is a blind drop, each buyer will receive a random Fremantle NFT from the collection that will be revealed once a pack is opened.

(iv) Schedule: The three (3) selling periods or drops are scheduled as follows:

1. Drop 1: Cliff Hangers: July 15th, 2023
2. Drop 2: Plinko: September 2nd, 2023
3. Drop 3: Punch-a-Bunch: October 28th, 2023

Details and exact dates of future drops are subject to change at the discretion of Fremantle.

E. Challenges: Theta may offer challenges to purchasers wherein purchasers may be awarded additional digital assets, including Fremantle NFTs. You acknowledge and agree that any challenges are the sole responsibility of Theta and Fremantle has no control, administration or sponsorship or such challenges. To the extent you are awarded a Fremantle NFT by Theta, these Terms shall apply to that Fremantle NFT. Additional details regarding Theta’s challenges policies and procedures is located at: (<https://priceisright-stg.thetadrop.com/challenges>).

3. **THIRD-PARTY SITES AND APPS**: Fremantle has no control over and shall have no obligation to you with respect to your use of, any of the Theta Sites or any other third-party website, app, platform, software, network and/or system. Your purchase and use of a Fremantle NFT is subject, in addition to the terms of these Terms, to all of the terms and conditions contained in or associated with,

the Theta Site including without limitation the Theta Terms. In the event of any conflict between the terms of use of the Theta Sites and these Terms, these Terms shall control with respect to your use of a Fremantle NFT. You hereby consent to Theta providing us with your Personal Information as necessary for us to fulfill our obligations hereunder, to protect our rights and/or as required by law or government agency or court order.

4. **OWNERSHIP, LIMITED LICENSE, AND USE RESTRICTIONS**

- A. You acknowledge and agree that Fremantle (or, as applicable, its licensors) owns all legal right, title and interest in and to the Fremantle NFTs and all intellectual property rights therein. Any rights that you have in and to the Fremantle NFTs are limited to those expressly described in these Terms. Fremantle (or, as applicable, our licensors and/or our licensees) reserves all rights in and to the Fremantle NFTs, including all copyrights in and to the Fremantle NFTs (e.g., the right to reproduce and make copies, to prepare derivative works, to distribute, sell, or transfer, to display, to perform, and to publicly display and publicly perform).
- B. Purchase of an NFT: Subject to your continued compliance with these Terms, Fremantle grants you a personal, limited license to use the applicable Fremantle NFT solely as permitted by these Terms.
- C. By purchasing and/or using a Fremantle NFT, you agree not to:
 - (i) License, sell, transfer, assign, distribute, host or otherwise commercially exploit the Fremantle NFTs other than as permitted hereunder.
 - (ii) Modify, prepare derivative works of, disassemble, decompile or reverse engineer any part of the Fremantle NFTs.
 - (iii) Attempt to circumvent any access restrictions, content-related limitations or security procedures that we use.
 - (iv) Use the Fremantle NFTs to violate any law or infringe our rights, or the rights of any other person or entity.
 - (v) All use of the Fremantle NFTs must be lawful, and you agree to notify us if you learn of any misuse.
- D. Ownership of Fremantle NFTs: By acquiring a Fremantle NFT, you are acquiring the right of ownership for that specific Fremantle NFT. For the avoidance of doubt, your ownership includes the right to use the Fremantle NFTs solely for the following purposes: (i) for your own personal, non-commercial use; and (ii) as set forth in the Theta Site.
- E. Limited Rights; Restrictions: You agree that you may not, nor permit any third party to do or attempt to do any of the following without Fremantle's express prior written consent in each case: (i) copy, distribute, modify, publicly perform or publicly display the Fremantle NFTs in any way; (ii) use the Fremantle NFTs to advertise, market or sell any third party product or service; (iii) use the Fremantle NFTs in connection with images, videos or other forms of media

that depict hatred, intolerance, violence, cruelty or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the Fremantle NFTs in movies, videos or any other forms of media; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain) or otherwise commercialize merchandise that includes, contains or consists of the Fremantle NFTs; (vi) attempt to trademark, copyright or otherwise acquire intellectual property rights in or to the Fremantle NFTs or any element thereof; (vii) use the Fremantle NFTs for an illegal purpose or in connection with any illegal activity; or (viii) otherwise utilize the Fremantle NFTs for your or any third party's commercial benefit. To the extent that any of the Fremantle NFTs contains the intellectual property rights of any third party (e.g., licensed intellectual property from a celebrity, athlete or other public figure) ("**Third-Party IP**"), you acknowledge and agree that you will not have the right to use such Third-Party IP in any way except as incorporated in the Fremantle NFTs, and subject to the restrictions contained herein. The restrictions herein will survive the expiration or termination of these Terms. Your rights with respect to any Fremantle NFT apply only to the extent that you continue to own such Fremantle NFT. If at any time you sell, trade, donate, give away, transfer or otherwise dispose of your Fremantle NFT for any reason, the rights granted herein will immediately expire with respect to those NFTs without the requirement of notice, and you will have no further rights in or to the Fremantle NFT or any associated Fremantle NFTs, other than the Merchandise that you have previously redeemed, if any.

5. **ASSUMPTION OF RISK**: By purchasing and/or using a Fremantle NFT, you acknowledge and agree that:
- A. **Value and Volatility**: The prices of collectible blockchain assets are extremely volatile and subjective. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Fremantle NFTs, which may also be subject to significant price volatility. Each Fremantle NFT has no inherent or intrinsic value. We cannot guarantee that any Fremantle NFTs purchased will retain their original value, as the value of collectibles is inherently subjective and that external factors may materially impact the value and desirability of any particular Fremantle NFT.
 - B. **Tax Calculations**: You are solely responsible for determining what, if any, taxes apply to your NFT-related transactions. We are not responsible for determining the taxes that apply to your transactions with respect to any Fremantle NFT.
 - C. **Use of Blockchain**: The Fremantle NFT does not store, send or receive NFTs. This is because NFTs exist only by virtue of the ownership record maintained on the NFT's supporting blockchain in the Theta Network. Any transfer of NFTs occurs within the supporting blockchain in the Theta Network, and not on the NFT.
 - D. **Inherent Risks with Internet Currency**: There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may

obtain unauthorized access to information stored within your electronic wallet. You accept and acknowledge that we will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Theta Network or any other internet-based currency of internet system or service, however caused.

- E. Regulatory Uncertainty: The regulatory regime governing blockchain technologies, cryptocurrencies and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Theta Drop ecosystem, and therefore the potential utility or value of your NFTs.
 - F. Software Risks: Upgrades to the Theta network, a hard fork in the Theta Network, or a change in how transactions are confirmed on the Theta Network may have unintended, adverse effects on all blockchains using the Theta Network's NFT standard, including the Theta Drop ecosystem.
 - G. Risk of Loss: You acknowledge and agree that the characterization and regulatory scheme governing NFTs, cryptocurrencies, and blockchain technology is uncertain and continually evolving, and is accompanied by inherent risks, including risks related to faulty or insufficient hardware, software, or internet connections; introduction or intrusion of malicious code or software; hacking or unauthorized access to your digital wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention and/or tax treatment in relation to transaction in cryptocurrency. You further acknowledge and agree that digital assets are highly experimental, risky, and volatile, and your use of the Site and services to purchase digital assets may carry substantial financial risk, including the risk of loss in trading digital assets. By using the Site, you represent that you have sufficient knowledge, sophistication, and experience with respect to NFTs, cryptocurrency, and blockchain technology, to make your own evaluation of the merits and risks of any transaction conducted via the Site or Services or any digital asset associated with such transaction.
 - H. Not a Security: Except as expressly set forth herein, you agree that the Fremantle NFTs are not and shall not be based upon or redeemable for any tangible or physical item, fractionalized, or capable of use as a coupon, investment, security or other financial instrument or knowingly marketed in any other manner that would cause transactions to be governed by any applicable securities laws, including but not limited to the Securities Act of 1933, and are not convertible virtual currencies.
6. **INDEMNIFICATION**: You agree to indemnify and hold Fremantle (its affiliates, licensees, licensors, and its and their respective officers, directors, representatives, employees, contractors, and agents) harmless, including costs and attorneys' fees, from any suit, action, loss, claim, liability, damage, judgment, penalty, fine, expense, or demand made by any third party in any way related to: (a) your use of the Fremantle NFTs; (b) your violation of these Terms; or (c) your violation of applicable laws or regulations. Fremantle reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you

agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Fremantle. Fremantle will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

7. **LIMITATION OF LIABILITY:** Fremantle will not be liable to you for any special, incidental, exemplary, indirect, punitive, or consequential damages (including loss of profits) with respect to the subject matter of these Terms, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not you have been advised of the possibility of such loss or damage. Fremantle's aggregate liability under these Terms shall not exceed the net revenues actually received by Fremantle in connection with any transaction in which you purchased or sold your Fremantle NFT. The foregoing limitation of liability shall only apply to the extent permitted by applicable law. Fremantle will not be liable for any inability by you or any third party to access the Fremantle NFT for any reason, including as a result of any downtime, failure, obsolescence, removal, termination or other disruption relating to: (a) the servers upon which the Fremantle NFT is stored; (b) Theta; or (c) any other NFT platform.

8. **DISCLAIMER OF WARRANTIES**

- A. ALL FREMANTLE NFTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- B. FREMANTLE MAKES NO WARRANTIES OR REPRESENTATION THAT THE FREMANTLE NFTS WILL (A) MEET YOUR REQUIREMENTS; (B) BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (C) BE ACCURATE, RELIABLE, COMPLETE, LEGAL, SECURE OR SAFE. FURTHER, FREMANTLE AND ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE FREMANTLE 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 ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED WALLET FILES; (IV) UNAUTHORIZED ACCESS TO APPLICATIONS; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE NFTS. FOR THE AVOIDANCE OF DOUBT, FREMANTLE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND ARISING FROM OR RELATING TO ANY ACTION TAKEN BY YOU IN CONNECTION WITH THE FREMANTLE NFTS.
- C. FREMANTLE CANNOT AND DOES NOT REPRESENT OR WARRANT THAT ANY NFTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. BY PURCHASING AND/OR USING THE NFT, YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING OVER THE INTERNET AND YOU AGREE THAT YOU WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY.

- D. YOU ACKNOWLEDGE AND AGREE THAT THE NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE THETA NETWORK. ANY TRANSFER OF TITLE THAT MAY OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE THETA NETWORK.
- E. FREMANTLE IS NOT RESPONSIBLE FOR SUSTAINED LOSSES DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE FREMANTLE NFTS; NOR IS FREMANTLE RESPONSIBLE FOR SUSTAINED LOSSES DUE TO LATE REPORTS BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE FREMANTLE NFTS INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.
- F. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. **DISPUTE RESOLUTION**

- A. Dispute: In the event a dispute arises between you and Fremantle (“**Dispute**”), we want to provide you with an efficient, neutral, and cost-effective means of resolving the dispute. Most customer concerns can be resolved quickly and to the customer’s satisfaction by contacting us by writing to FremantleMedia North America, Inc., 2900 W Alameda Ave, Suite 800, Burbank CA 91505, Attention: Business and Legal Affairs. If, however, the Dispute cannot be resolved by the personnel directly involved, the parties shall first attempt in good faith to resolve the Dispute promptly by negotiation between duly appointed executive officers or other representatives of such parties, with full authority to negotiate and settle the Dispute. If a Dispute has not been resolved by negotiations within ninety (90) days as provided hereinabove, such Dispute shall be submitted to JAMS, or its successor (collectively, “**JAMS**”), for mediation as provided hereinbelow. Any party involved in the Dispute may commence mediation by providing to JAMS and each other party involved in the Dispute a written request for mediation, setting forth the subject of the Dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS’ panel of neutrals and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator and any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. None of the parties may commence arbitration or a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or thirty (30) business days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of arbitration or a civil action, if the parties so desire.

- B. Limitation of Legal Remedies: If there is a Dispute that remains unresolved after mediation, INSTEAD OF SUING IN COURT, YOU AND TIME EACH AGREE TO THE FULLEST EXTENT PERMITTED BY LAW TO ARBITRATE DISPUTES THROUGH BINDING ARBITRATION PURSUANT TO THE JAMS ARBITRATION RULES AND PROCEDURES, ON AN INDIVIDUAL BASIS, WITHOUT CLASS RELIEF, EXCEPT FOR DISPUTES PERTAINING TO TIME'S INTELLECTUAL PROPERTY RIGHTS AND STATUTORY CLAIMS THAT PURSUANT TO LAW ARE NOT ARBITRABLE. This agreement to arbitrate is intended to be broadly interpreted. It includes claims based in contract, tort, statute, fraud, misrepresentation or any other legal theory ("Claim(s)"). The arbitrator's decision and award are final and binding, with some exceptions under the Federal Arbitration Act, 9 U.S.C. 1, et seq., and judgment on the award may be entered in any court with jurisdiction.
- C. Jury Trial Waiver: YOU AND TIME EACH VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESOLVING ANY DISPUTE BETWEEN US ARISING OUT OF THESE TERMS OR THE SITES OR SERVICES.
- D. Class Action Waiver: YOU AND TIME EACH AGREE THAT CLAIMS AGAINST THE OTHER MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT IN A CLASS ACTION OR REPRESENTATIVE PROCEEDING. All arbitrations under these Terms must be conducted on an individual (and not a class-wide) basis, and an arbitrator will have no authority to award class-wide relief. You acknowledge and agree that these Terms specifically prohibit you from commencing any legal proceedings as a representative of others, participating in a class, representative, or collective action as a class representative, class member or an opt-in party, acting as a private attorney general, or joining or consolidating Claims with claims or proceedings brought by any other person ("**Class Action Waiver**").
- E. Arbitration Procedures: A party who intends to seek arbitration must first send to the other a written Notice of Dispute describing the nature and basis of the Claim and setting forth the specific relief sought ("**Notice**"). All Notices to us must be sent to the following address: FremantleMedia North America, Inc., 2900 W Alameda Ave, Suite 800, Burbank CA 91505, Attention: Business and Legal Affairs. Our notice to you will be sent to you based on the most recent contact information that you provide us but if no such information exists or if such information is not current, then we have no obligation under this Section. Upon receipt of such Notice, the receiving party will have a sixty (60) day period in which it may satisfy the Claim against it by fully curing the Claim, providing all the relief requested in the Notice, or entering into a settlement to resolve the Claim to the mutual satisfaction of the parties. After the expiration of such 60-day cure period, you or Fremantle may commence an arbitration proceeding. Unless otherwise agreed to by you and us in writing, the arbitration will be governed and conducted by JAMS before a single arbitrator with substantial experience in the internet industry and shall follow substantive law in adjudicating the Dispute. This Section shall be construed as a written agreement to arbitrate pursuant to the Federal Arbitration Act ("**FAA**"). You and Fremantle agree that this Section satisfies the writing

requirement of the FAA. The arbitration of any claim will be conducted in Los Angeles County, in the State of California, and for any non-frivolous claim that does not exceed \$5,000.00, you shall have the choice as to whether the hearing is conducted in person or by telephone. Each party will pay the fees and costs of its own counsel, experts and witnesses. The JAMS rules are available on its website at www.jamsadr.com. To the extent that this dispute resolution Section conflicts with JAMS minimum standards for procedural fairness, the JAMS rules and/or minimum standards for arbitration procedures in that regard shall control. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or for the arbitrator's award; and any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any Dispute relating to the interpretation, applicability, unconscionability, arbitrability, or enforceability of these Terms including any claim that all or any part of these Terms are void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

- F. Exception to Arbitration: Only disputes or actions pertaining to our intellectual property rights, or statutory claims that pursuant to law are not arbitrable, are exempt from arbitration.
- G. Award Enforcement: The award of the arbitrator will be final and binding, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- H. Our Equitable Remedies: Notwithstanding the foregoing, we may seek and obtain injunctive relief in any jurisdiction in any court of competent jurisdiction, and you agree that these Terms are specifically enforceable by us through injunctive relief and other equitable remedies without proof of monetary damages.
- I. Arbitration Fees: Each party will cover its own fees and costs associated with the arbitration proceedings.

10. TERMINATION:

- A. You agree that we, in our sole discretion and for any or no reason, may terminate these Terms and suspend and/or terminate the Fremantle NFTs without the provision of prior notice. You agree that any suspension or termination of your access to the Fremantle NFTs may be without prior notice, and that we will not be liable to you or to any third party for any such suspension or termination.
- B. If we terminate these Terms or Theta suspends or terminates your access to or use of the Site of the Fremantle NFTs due to your breach of these Terms, the Theta Terms, or any suspected fraudulent, abusive, or illegal activity (including, without limitation, if you engage in any prohibited activity(ies)), then termination of these Terms will be in addition to any other remedies we may have at law or in equity.

- C. We have the right, without provision of prior notice, to take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Fremantle NFTs. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using the Fremantle NFTs.
- D. Upon any termination or expiration of these Terms, you may no longer have access to information that you have posted on the Site or that is related to your account, and you acknowledge that we will have no obligation to maintain any such information in our databases or to forward any such information to you or to any third party.

11. **MISCELLANEOUS TERMS**

- A. **Governing Law**: All matters arising out of or relating to these Terms will be governed by and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the state of California or any other jurisdiction).
- B. **Assignment**: You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion, for any reason.
- C. **Remedies**: Your rights and remedies in the event of any breach of this Agreement are strictly limited to the right, if any, to recover damages, and you acknowledge that your remedy of money damages is adequate. You will not be entitled by reason of any such breach, and you will not seek, any equitable relief, whether injunctive or otherwise.
- D. **Severability**: Should any part of these Terms be held invalid, illegal, void or unenforceable, that portion will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
- E. **Survival**: All provisions naturally surviving the termination or expiration of a contract shall survive the termination or expiration of these Terms.
- F. **Force Majeure**: We will not be liable or responsible to the you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing our obligations under any of these Terms, when and to the extent such failure or delay is caused by or results from the occurrence of force majeure events, including, but not limited to acts of God, flood, fire, earthquake, epidemics, pandemics (including COVID-19), tsunami, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades in effect on or after the date of these Terms, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication

breakdown or shortage of adequate power or electricity; and other similar events beyond our control.

- G. Interpretation: The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party.
- H. No Waiver: Our failure or delay to exercise or enforce any right or provision of these Terms will not constitute or be deemed a waiver of future exercise or enforcement of such right or provision. The waiver of any right or provision of these Terms will be effective only if in writing and signed for and on behalf of us by a duly authorized representative.
- I. Notices: Any notice, approval, consent, payment or other communication (any of which, a **"Notice"**) required under these Terms shall be in writing to us at 2900 W Alameda Ave, Suite 800, Burbank CA 91505, Attention: Business and Legal Affairs, or with respect to you, any address provided to us by Theta, or such other addresses as the parties shall inform each other of, in writing, and shall be delivered personally, by courier, by FedEx, by UPS, by Express Mail, by US mail, return receipt requested or via email. All Notices (other than those delivered via email) shall be deemed to have been duly given or made as of the date delivered or if delivery is refused, then as of the date presented. Any Notice delivered via email shall be deemed to have been duly given or made as of the date that the sender of the email receives a written confirmation of receipt from the intended recipient (which, if delivered via email, may only be in the form of a non-automated email response). Notices may also be delivered via any other method and shall be deemed duly given or made upon actual receipt by the intended recipient.
- J. Entire Agreement: These Terms constitute the complete understanding and agreement of you and Fremantle with respect to the Fremantle NFTs and supersedes any and all prior or contemporaneous written or oral agreements between you and Fremantle with respect to all Fremantle NFTs. The language of any clause or term of these Terms will not be construed for or against the drafter.