Last Updated: February 1, 2022

NFTMINE.NET Balance and NFTMINE.NET Gift Card Terms and Conditions

The following are the terms and conditions applicable to one's NFTMINE.NET Gift Card Balance and NFTMINE.NET Gift Cards. By purchasing, accepting, or using NFTMINE.NET Gift Cards, you agree to be bound by these terms and conditions on behalf of yourself and all others who purchase, accept, or use NFTMINE.NET Gift Cards under your account.

1. Gift Cards; Redemption.

NFTMINE.NET Gift Cards are issued by Unique Art Concepts, LLC, a Wyoming USA limited liability company and the owner and operator of the NFTMine.net Marketplace Website.

NFTMINE.NET Gift Cards may only be redeemed toward the purchase of eligible, original issue, 999 Fine Art Collection NFTs available on the NFTMINE.NET Marketplace Website.

Eligible goods are subject to change in our sole discretion.

Your NFTMINE.NET Gift Card Balance displays the total remaining balance of all NFTMINE.NET Gift Cards that have been applied to your NFTMINE.NET account but not yet applied to a purchase.

To view your NFTMINE.NET Gift Card Balance, log in and visit <u>https://nftmine.net/check-gift-card-balance</u>.

When you choose to pay for a 999 Fine Art Collection NFT purchase with an NFTMINE.NET Gift Card Balance, the amount for such purchase is deducted from your Gift Card Balance when the transaction is confirmed and delivered. If a purchase amount exceeds your NFTMINE.NET Gift Card Balance, the remaining amount must be paid with another payment method to complete the transaction.

Any unused NFTMINE.NET Gift Card Balance will remain associated with your NFTMINE.NET account until used or expired for use.

2. Limitations.

NFTMINE.NET Gift Cards cannot be reloaded; resold; used for payment outside of NFTMINE.NET; used for unauthorized advertising, marketing, sweepstakes, promotional or commercial purposes of any kind whatsoever; redeemed for more than the aggregate total face value remaining at the time of use; transferred for value; redeemed for cash; returned for a cash or any other form of refund (except to the extent as may be required by law); or used in any manner otherwise than as stated in these NFTMINE.NET Balance and NFTMINE.NET Gift Card Terms and Conditions.

No portion of your GC Balance may be transferred to another NFTMINE.NET account.

Your NFTMINE.NET Balance cannot be used to purchase NFTMINE.NET Gift Cards.

3. Risk of Loss.

The risk of loss and title for NFTMINE.NET Gift Cards pass to the purchaser upon our electronic transmission of the NFTMINE.NET Gift Card to the purchaser or the purchaser's designated recipient, whichever is applicable.

NFTMINE.NET Gift Cards must be purchased only from our exclusive supplier, the NFTMINE.NET Marketplace Website to be honored by us for any purchases. NFTMINE.NET Gift Cards issued by any other source are not valid and will not be honored for any purpose. You are responsible for safeguarding you're NFTMINE.NET Balance and your NFTMINE.NET Gift Card from unauthorized use.

We are not responsible if any NFTMINE.NET Gift Card is lost, stolen, or destroyed or if your NFTMINE.NET Balance or any NFTMINE.NET Gift Card is used without your permission.

There are a variety of Gift Card scams that request payment by Gift Card. Unique Art Concepts, LLC is not responsible for, and assumes no liability to you for, any unlawful conduct or fraud by any third party associated with any NFTMINE.NET Gift Card or purported NFTMINE.NET Gift Card.

4. Use of NFTMINE.NET Balance or any NFTMINE.NET Gift Card in Violation of these Terms and Conditions.

By using an NFTMINE.NET Gift Card you agree to comply with these terms and conditions and not to use an NFTMINE.NET Gift Card in any manner that is misleading, deceptive, unfair, or otherwise harmful to Unique Art Concepts, its reputation, its affiliates or its customers.

We reserve the right, without notice to you, to void NFTMINE.NET Gift Cards (including as a component of your NFTMINE.NET Balance) without a refund, suspend or terminate customer accounts, suspend or terminate the ability to use our services, cancel or limit orders and bill alternative forms of payment if we suspect that an NFTMINE.NET Gift Card is obtained, used, or applied to an NFTMINE.NET account (or your NFTMINE.NET Balance is applied to a purchase) fraudulently, unlawfully, or otherwise in violation of these terms and conditions.

5. Limitation of Liability.

TO THE FULL EXTENT PERMISSIBLE BY LAW, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO NFTMINE.NET GIFT CARDS OR YOUR NFTMINE.NET BALANCE, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, IN THE EVENT AN NFTMINE.NET GIFT CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, WILL BE THE REPLACEMENT OF THAT GIFT CARD.

6. Disputes.

Any dispute or claim relating in any way to NFTMINE.NET Gift Cards or your NFTMINE.NET Balance will be resolved by the dispute resolution terms in the <u>NFTMINE.NET Terms of Purchase</u>.

7. General Terms.

In addition to these terms and conditions, the <u>NFTMINE.NET Terms</u> of <u>Purchase</u> apply including, but not limited to, compliance with all AML/KYC requirements to make any purchase.

No fees apply to the use of NFTMINE.NET Balance when purchasing eligible goods on the NFTMINE.NET Marketplace Website.

We reserve the right to require additional verification of your identity, NFTMINE.NET Gift Card or NFTMINE.NET account ownership, or provision of an additional payment instrument before you are able to apply an NFTMINE.NET Gift Card to your account or your NFTMINE.NET Balance to a purchase.

When you purchase, receive, or apply an NFTMINE.NET Gift Card to your account, or your NFTMINE.NET Balance to a purchase, you agree that the laws of the State of Wyoming, without regard to principles of conflict of laws, will govern these terms and conditions and any dispute that may arise between you and Unique Art Concepts LLC, and its affiliates related to your use of an NFTMINE.NET Gift Card or your NFTMINE.NET Balance.

We reserve the right to change these terms and conditions without notice, from time to time at our sole discretion. All terms and conditions are applicable to the extent permitted by law. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

8. NFTMINE.NET Balance Expiration.

Any unused NFTMINE.NET Balance remaining in your customer account after five (5) years from the date of purchase of an NFTMINE.NET Gift Card, will expire for use and this remaining NFTMINE.NET Balance will be refunded to the original purchaser of the NFTMINE.NET Gift Card from which it originated or at this purchaser's written direction, to the original NFTMINE.NET Gift Card recipient.