**TERMS AND CONDITIONS**

This Website, <https://www.pvsclub.com> (**“Website”**), is owned and operated by Pega Visao Salvador Club LLC, a Florida limited liability company (“**PVSC”, “We”, “Us”, or “Our”**).

This Website consists of, among other things, collections of digital works including pictorial, audio and multimedia content, authenticated by non-fungible tokens (**“PVSC NFTs”**). This Website is an interface allowing participants to mint and purchase PVSC NFTs minted by a smart contract deployed to Ethereum or other public blockchain (**“PVSC Smart Contract”**). The PVSC Smart Contract associates each PVSC NFT with a digital work (**“PVSC Work”**). Users who mint and purchase a PVSC NFT may not select a particular digital work to be associated with their PVSC NFT. Once a user has completed minting a PVSC NFT, the digital work associated with that PVSC NFT will be revealed to the user. Users are entirely responsible for the safety and management of their own private blockchain wallets and validating all transactions and contracts generated by this Website before approval. Furthermore, as the PVSC Smart Contract runs on a blockchain network, there is no ability to undo, reverse, or restore any transactions.

This Website and its connected services are provided “as is” and “as available” without warranty of any kind. By using this Website you are accepting sole responsibility for any and all transactions involving PVSC NFTs and PVSC Work.

1. **ACCEPTANCE OF THE TERMS AND CONDITIONS**

These terms and conditions (“**Terms**”) govern your access to and use of the Website including any content, functionality, and services offered on or through the Website. Please read these Terms carefully before using the Website, and keep a copy of them for your reference.

These Terms are a legally binding agreement by and between PVSC and any owner of a PVSC NFT governing the parties’ rights and obligations with respect to PVSC NFTs and PVSC Work.

The terms “you” and “your” shall refer to any person or entity who views, uses, accesses, browses, submits or purchases any content or material to or from the Website**.** These services are offered to you conditioned on your acceptance without modification of the Terms contained herein. Your use of the Website constitutes your agreement to all such Terms. By using the Website or by clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. Individuals under the age of 18 can use this Website and/or Services only in conjunction with and under the supervision of a parent or legal guardian. In this case, the adult is the user and is responsible for any and all activities, subscriptions and purchases. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us or you are using this Website with the involvement of your legal guardian, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

# YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING, USING AND/OR CREATING AN ACCOUNT ON THE WEBSITE, CONSUMMATING A FINANCIAL TRANSACTION VIA THE WEBSITE OR USING ANY OF THE FEATURES WITHIN THE WEBSITE, YOU ARE AFFIRMING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE WEBSITE.

1. **CHANGES TO THE TERMS OF USE**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and you acknowledge and agree that our posting of such changes constitutes notice to you of such revised Terms, and shall apply to all access to and use of the Website thereafter. The most current version of the Terms will supersede all previous versions. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

1. **PRIVACY**

PVSC does not knowingly collect, either online or offline, personal information from persons under the age of 13.

# ACCESS TO WEBSITE

We reserve the right to deactivate or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users. You are responsible for:

• Making all arrangements necessary for you to have access to the Website.

• Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

• We may make some parts of our Website available only to users who have registered an account with us. You may be required to register an account with us and submit certain personal data to access certain parts of our Website.

# ELECTRONIC COMMUNICATIONS

Visiting the Website and/or sending us emails constitutes electronic communications. You consent to receive electronic communications from us and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by email, and there are various places on this Website that provide you the ability to send an electronic communication to us. ., We will take reasonable steps to ensure that any Personally Identifiable Information within such communications remain conﬁdential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

# YOUR ACCOUNT

In order to access, use or receive certain services and subscribe to a mailing list, you may need to register and create an account and become a registered user. In creating an account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving these services under the laws of the United States or other applicable jurisdiction. When creating an account, you may be required to provide certain personal information about yourself and establish a username and a password. We reserve the right to suspend or terminate your account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading.

# PASSWORD AND SECURITY

If you use the Website as a registered user, you are responsible for maintaining the confidentiality of your account and password for restricting access to your computer or mobile device, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that we are not responsible for third party access to your account that results from theft or misappropriation of your account. We reserve the right to refuse or cancel service, terminate accounts, or remove or edit content from the Website if in our opinion, you have failed to comply with any of the provisions of these Terms.

# PROHIBITED USES

Use of the Website is limited to the permitted uses expressly authorized by PVSC. The Website shall not be used in any way that:

1. Harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights);
2. is unlawful, fraudulent, or deceptive;
3. uses technology or other means to access unauthorized content or non-public spaces;
4. uses or launches any automated system or process, including without limitation, "bots," "spiders," or "crawlers," to access unauthorized content or non-public spaces;
5. attempts to introduce viruses or any other harmful computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
6. attempts to damage, disable, overburden, or impair our servers or networks;
7. attempts to gain unauthorized access to a PVSC computer network;
8. attempts to gain unauthorized access to PVSC's user accounts;
9. uses false or inaccurate PVSC’s user accounts;
10. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
11. modifies or creates derivatives works based on the Website;
12. violates these Terms in any manner; or
13. fails to comply with applicable third-party terms and conditions or other third-party policies.

# LINKS TO THIRD PARTY WEBSITES

# The Website may contain links to other services ("Linked Services"). The Linked Services are not under the control of PVSC and we are not responsible for the contents of any Linked Services, including without limitation any link contained in a Linked Service, or any changes or updates to a Linked Service. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by PVSC of the services or any association with its operators.

Certain services made available through the Website are delivered by third party services and organizations. By using any product, service or functionality originating from the Website, you hereby acknowledge and consent that we may share such information and data with any third party with whom PVSC has a contractual relationship to provide the requested product, service or functionality on behalf of PVSC and customers.

# FEES AND PAYMENTS

Any financial transactions that you engage in, in connection with the minting and purchase of a PVSC NFT, will be conducted solely through Ethereum or other public blockchain network. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions.  We will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions that you engage or any other transactions that you conduct via Ethereum or other public blockchain network.

Ethereum and other public blockchains require the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on their networks. The Gas Fee funds the network of computers that run the decentralized Ethereum and other public blockchain networks. This means that you will need to pay a Gas Fee for each transaction.

You are responsible for all charges incurred under your account, whether made by you or another person using your account. You are also responsible for paying any governmental taxes imposed in connection with purchases through Ethereum or other public blockchain network, including sales, use, and excise taxes (excluding only taxes on PVSC’s net income).

# INTELLECTUAL PROPERTY RIGHTS RELATED TO USE OF WEBSITE

1. You are granted a non-exclusive, non-transferable, revocable license to access and use

the Website strictly in accordance with these Terms. As a condition of your use of the Website, you warrant to PVSC that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

1. The name of the Website, PVSC, PEGA VISAO SALVADOR CLUB,

SEQUELADUS, and all related names, logos, product and service names, designs, and slogans (collectively, the “Trademarks”) are exclusively owned by PVSC or its affiliates or licensors. You must not use such Trademarks without the prior written permission of PVSC. All other content included as part of the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the sole property of PVSC or its suppliers (“Protected Content”) and is protected by the laws that govern the protection of intellectual property and other proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

1. You will not modify, copy, publish, transmit, reverse engineer, participate in the transfer

or sale, create derivative works, or in any way exploit any of the Trademarks or Protected Content, in whole or in part, found on the Website, except under any rights explicitly granted to you in Section XII & XIII of these Terms through the purchase of PVSC Work. PVSC Trademarks and Protected Content are not for resale except as explicitly provided in Section XII & XIII of these Terms. Your use of the Website does not entitle you to make any unauthorized use of any Trademarks or Protected Content, and in particular you will not delete or alter any proprietary rights notices or attribution notices in any content. You will use Protected Content solely for your personal use, and will make no other use of the Protected Content without the express written permission of PVSC or its licensors. You agree that you do not acquire any ownership rights in any Protected Content. We do not grant you any licenses, express or implied, to the intellectual property of PVSC or our licensors except as expressly authorized by these Terms.

1. **OWNERSHIP OF PVSC NFTs and PVSC WORK**
2. When you own a digital wallet that holds a PVSC NFT, as recorded by the PVSC Smart Contract, you hold the exclusive right to hold, sell, transfer, and execute blockchain transactions involving that PVSC NFT (“Your PVSC NFT”). Except for the PVSC NFTs We own, PVSC has no right or ability to seize, freeze, or otherwise modify the ownership of any PVSC NFT, except as noted in XII (4) below.
3. PVSC or its affiliates or licensors owns all rights, title, and interest in and to the PVSC Work including any and all copyrights, trademarks, and other intellectual property rights therein (“IP”). However, Wegrant you the License (defined below) to use the PVSC Work associated with Your PVSC NFT (“Your PVSC Work”) for as long as you hold Your PVSC NFT.
4. As between you and PVSC, you own all rights, title and interest in and to any “derivative work,” as defined by the United States Copyright Act, based upon Your PVSC Work created during the License Term (defined below) (“Derivative PVSC Work”); provided, however, that (i) We, or our affiliates or licensors, retain the copyright in the PVSC Work underlying any Derivative PVSC Work; (ii) your use of any Derivative PVSC Work during and after the License Term is subject to these Terms; and (iii) your use of any Derivative PVSC Work after the License Term may require a license from the current owner of the PVSC NFT.
5. Owners of PVSC NFTs may be offered utility, benefits, experiences, or entitlements (collectively, “Utility”) from time to time by PVSC, but these Terms do not confer any Utility except as granted by the License. PVSC makes no assurances of any Utility. Any Utility may be subject to other terms and conditions.
   1. To be eligible to benefit from an offered Utility, it may be required that You own a certain number of PVSC NFTs at the time of requesting the benefit.
   2. PVSC may require verification of continued ownership of Your PVSC NFTs in order to request and redeem a Utility. For example, PVSC may require that Your PVSC NFT(s) be subject to a multsig requirement through the PVSC Smart Contract(s) associated with Your PVSC NFT(s). A multisig requires multiple signatures or approvals before a transaction is performed in connection with Your PVSC NFT(s). This would prevent a sale of Your PVSC NFT(s) prior to the completion of certain Utilities, such as an experience that spans multiple days.
   3. PVSC will not be responsible in any manner for any Utility offered by any third party.
6. Certain PVSC NFTs linked to a PVSC Work may be 1 of 1 limited edition, which means that PVSC will not create more than one identical piece of PVSC Work.
7. PVSC may collect royalties from secondary sales of Your PVSC NFTs on OpenSea.io, as noted in the Smart Contract of Your PVSC NFTs.

**XIV. LICENSE FOR PVSC WORK**

1. Subject to your acceptance of, and compliance with, these Terms, upon lawfully

acquiring Your PVSC NFT and, for so long as you hold Your PVSC NFT (both dates as recorded by the PVSCs Smart Contract) (the “License Term”), PVSC grants to you an exclusive, worldwide, sublicensable, royalty-free, license to copy, display, reproduce, distribute, prepare derivative works based upon, publicly display, publicly perform, transmit, and otherwise use and exploit, Your PVSC Work (“License”). The License is intended to be broad, enabling you to make both commercial and non-commercial uses of Your PVSC Work, in any and all media, whether existing now or invented later, subject only to the restrictions set forth below.

1. For the sake of clarity, nothing in this Section will be deemed to restrict you from (i)

owning or operating a marketplace that permits the use and sale of Your PVSC Work generally, provided that the marketplace cryptographically verifies each PVSC NFT owner’s rights to display the digital work for their PVSC NFT to ensure that only the actual owner can display the digital work; (ii) owning or operating a third party website or application that permits the inclusion, involvement, or participation of Your PVSC Work generally, provided that the third party website or application cryptographically verifies each PVSC NFT owner’s rights to display the digital work for their PVSC NFT to ensure that only the actual owner can display the digital work, and provided that the digital work is no longer visible once the owner of the Purchased PVSC Work leaves the website/application; or (iii) earning revenue from any of the foregoing.

1. The License extends only to Your PVSC Work, which means, the complete selection and

arrangement of all base layers, features, attributes, and other elements that comprise Your PVSC Work. Thus, while the License allows you to create and exploit Derivative PVSC Works, the License does not grant you rights in any individual element of Your PVSC Work, or a license to exploit or bring any claims whether in contract, tort, or otherwise at law or in equity, for damages or any other relief based on any individual element separate and apart from Your PVSC Work. For example, the License allows you to create three-dimensional renditions of, and to add new clothing to, Your PVSC Work, but does not allow you to extract individual features (e.g., hair, accessories) for use in a separate work.

1. The License does not grant you any rights in or to trademarks incorporated into or associated with PVSC Works (collectively, “PVSC TM Rights”). You hereby agree that any PVSC TM Rights you purport to acquire, together with any associated goodwill, shall automatically, immediately, and at your expense be assigned to PVSC, its affiliates or licensors. For the sake of clarity, the PVSC TM Rights do not include Your PVSC Work, in which you may acquire trademark rights through the exercise of your rights in accordance with, and subject to, these Terms and applicable law.
2. Any application to register a trademark in Your PVSC Work must occur during the License Term and be based solely upon the actual use of the PVSC Work in commerce and solely for the goods or services in connection with which Your PVSC Work has actually been used in commerce in the applicable jurisdiction as of the date of the application. Thus, you may not seek to register a trademark in Your PVSC Work on an “intent to use” basis or where you otherwise have not used Your PVSC Work in commerce.
3. You may not use Your PVSC Work in a manner that expresses hate or encourages violence towards a person or group based on membership in a protected class, such as race, religion, gender, orientation, or disability.
4. You may not use Your PVSC Work in a manner that violates applicable law. All rights not expressly granted herein are reserved by us.
5. You grant to PVSC an irrevocable, perpetual, non-exclusive, worldwide, royalty-free,

sublicensable license to publicly display and otherwise use Your PVSC Work alongside other PVSC Work for the purpose of promoting or exhibiting the PVSC’s digital collection of art comprising PVSC’s NFTs.

1. You may include the following copyright notice with Your PVSC Work: “© 2022 Pega

Visao Salvador Club, LLC” (the “PVSC Copyright Notice”). Subject to your compliance with these Terms, you may include a copyright notice identifying you, or such other person you designate, as the copyright owner of any Derivative PVSC Work created during the License Term, provided that you also include the PVSC Copyright Notice.

1. Any application to obtain a copyright registration in Your PVSC Work shall identify

“Pega Visao Salvador Club, LLC” as the copyright owner of the PVSC Work. Any application to obtain a copyright registration in a Derivative PVSC Work may identify you or such other person you designate as the copyright owner but shall identify Your PVSC Work as a preexisting work upon which the Derivative PVSC Work is based.

1. To the extent applicable law authorizes you to bring a claim for infringement based

upon the unauthorized use of Your PVSC Work, you agree that: (i) any such claim shall be based solely upon the unauthorized use of Your PVSC Work, not other PVSC Work—for example, on the ground that the other PVSC Work is substantially similar to Your PVSC Work; and (ii) PVSC may, in its sole discretion, join and, unless it would materially prejudice your rights, elect to take over the control of the prosecution of, any such action.

1. PVSC has no obligation to support the resolution of, or resolve any, dispute that may

arise between PVSC NFT owners.

1. Except as expressly provided herein, ownership of a PVSC NFT and the License are

not separable in any way. You may not engage in any transaction or activity that purports to decouple the License from Your PVSC NFT.

**XV. EFFECT OF SALE OF PVSC NFT ON LICENSE**

Upon the transfer of Your PVSC NFT to a new Owner, as recorded by the PVSC Smart Contract: (i) your License hereunder shall immediately and automatically terminate; (ii) you must discontinue any use of Your PVSC Work as a trademark or other source identifier; and (iii) any trademark and corresponding registration obtained in connection with your exercise of the License shall be deemed abandoned unless duly transferred to the new Owner under a separately negotiated written agreement.

If, during the License Term, you create and make available to the public a work using Your PVSC Work or a Derivative PVSC Work (a “Published PVSC Work”), you may continue to use and exploit that Published PVSC Work in accordance with these Terms after the License Term; provided, however, that: (i) you may not under any circumstances use a Published PVSC Work as a trademark or other source identifier; (ii) you will be responsible for any obligations or liabilities arising from your continued use of the Published PVSC Work after the License Term; and (iii) this privilege does not allow you to use the PVSC Work to create any new works or materials after the License Term. Thus, for example:

• A digital series featuring Your PVSC Work that was released during the License Term may continue to run after the License Term, but any creation or distribution of any new episodes featuring the PVSC Work would require a license from the new Owner.

• After the License Term, you may sell off existing (at the time of transfer) inventories of merchandise featuring Your PVSC Work that were created and offered for sale during the License Term, but the creation or distribution of any new merchandise or inventory featuring the PVSC Work would require a license from the new Owner.

1. **INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT CLAIMS**

PVSC may take down works in response to Digital Millennium Copyright Act (“DMCA”) takedown notices and/or other intellectual property infringement claims and will terminate a user's access to the Website if the user is determined to be a repeat infringer. If you believe that your content has been copied in a way that constitutes copyright or trademark infringement, or violates your publicity or other intellectual property rights, please fill out our form here or you may submit written notice to our designated copyright agent at:

Name/Address:

Email:  
Phone:

For us to process your infringement claim regarding content on the Website, you must be the rightsholder or someone authorized to act on behalf of the rightsholder. We encourage you to use our form to help ensure the requisite information is included in your notice. If you choose to write to us by e-mail or physical mail instead, your notice must include:

* 1. Identification of the copyrighted work(s), trademark, publicity rights, or other intellectual property rights that you claim is being infringed;
  2. Identification of the allegedly infringing material that is requested to be removed, including a description of the specific location (i.e., urls) on the Website of the material claimed to be infringing, so that we may locate the material;
  3. Your contact information – at a minimum, your full legal name (not pseudonym) and email address;
  4. A declaration that contains all of the following:
     1. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the intellectual property rights owner, its agent, or the law;
     2. A statement that the information in the notice is accurate; and
     3. A statement under penalty of perjury that you are authorized to act on behalf of the intellectual property owner of the intellectual property that is allegedly being infringed.
  5. Your physical or electronic signature (of your full legal name).

Please note that we will forward your notice of intellectual property infringement, including your contact information, to the party who will have their content removed so they understand why it is no longer available on PVSC and can also contact you to resolve any dispute.

# ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, charges and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information, or cancel transactions, if any information in the Website is inaccurate at any time without prior notice. We undertake no obligation to update, amend or clarify information in the Website, except as required by law. No specified update or refresh date applied in the Website, should be taken to indicate that all information in the Website has been modified or updated.

You may choose to submit comments, bug reports, ideas or other feedback about the Website, including without limitation about how to improve the Website (collectively, “Feedback”). By submitting any Feedback, you agree that we are free to use such Feedback in any way we choose without additional compensation to you and you hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license to incorporate and use the Feedback for any purpose.

# TERMINATION OR MODIFICATION OF SERVICE

We reserve the right to refuse registration, to suspend, block, prevent access to, cancel, or otherwise terminate an account and/or your right to use the Website at any time, with or without cause, in our sole discretion and without prior notice to you. We may refuse to accept or may cancel any registration, whether or not the registration has been confirmed, for any or no reason, and without liability to you or anyone else. We also reserve the right to limit or prohibit all activity, including registrations that, in our sole judgment, appear to be malicious or unlawful. In the event of termination, your obligations under these Terms will continue.

# LIMITATIONS OF LIABILITY

YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE SITE, OR YOUR PURCHASE OR OWNERSHIP OF A PVSC NFT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED $100 OR THE MONETARY VALUE PAID BY YOU AT THE TIME OF YOUR PURCHASE OF A PVSC NFT, WHICHEVER IS LOWER.

YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE THE SITE AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN. WE WOULD NOT BE ABLE TO PROVIDE THE SITE TO YOU WITHOUT THESE LIMITATIONS.

BY PURCHASING OR OWNING A PVSC NFT, YOU ACKNOWLEDGE THAT THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN YOU AND PVSC.

# ASSUMPTION OF RISK

You accept and acknowledge each of the following:

To the extent that you sell Your PVSC NFT, please be aware that the prices of NFTs are extremely volatile and fluctuations in the prices of other NFTs impact the price of Your PVSC NFT both positively and negatively.  Given the volatility, NFTs such as PVSC NFTs should not be considered an investment. You assume all risks related to fluctuations in the prices of NFTs.

Ownership of a PVSC NFT confers ownership of digital work only. Accordingly, no information on this Website (or any other documents mentioned therein) is or may be considered to be advice or an invitation to enter into an agreement for any investment purpose. Further, nothing on this Website qualifies or is intended to be an offering of securities in any jurisdiction nor does it constitute an offer or an invitation to purchase shares, securities or other financial products.  Due to the artistic nature of the project, PVSC has not been registered with or approved by any regulator in any jurisdiction. It remains your sole responsibility to assure that the purchase of the PVSC NFT and the associated PVSC Work is in compliance with laws and regulations in your jurisdiction.

You assume all 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 wallet.

NFTs, cryptocurrencies and blockchain technology are relatively new and the regulatory landscape is unsettled.  New regulations could negatively impact such technologies impacting the value for your PVSC NFT. You understand and accept all risks in that regard.

You assume all responsibility for any adverse effects of disruptions or other issues impacting Ethereum, the Ethereum or other public blockchain platforms.

# DISCLAIMER OF WARRANTIES

PVSC AND/OR ITS AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. PVSC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT WE HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR WILLFUL MISCONDUCT

EACH PVSC NFT AND PVSC WORK IS PROVIDED “AS IS” AND“AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, PVSC EXPLICITLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

EACH PVSC NFT IS AN INTANGIBLE DIGITAL ASSET THAT EXISTS ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE ETHEREUM OR OTHER PUBLIC BLOCKCHAIN. ANY TRANSFER OF OWNERSHIP THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM OR OTHER PUBLIC BLOCKCHAINS, WHICH PVSC DOES NOT CONTROL. WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE ETHEREUM OR OTHER PUBLIC BLOCKCHAIN NETWORK NOR DO WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES REGARDING ANY SMART CONTRACTS.

PVSC WILL NOT BE RESPONSIBLE OR LIABLE TO OWNER FOR ANY LOSS IN CONNECTION WITH ANY PVSC NFT OR PVSC WORK AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO OWNER FOR, ANY USE OF OR INABILITY TO USE ANY PVSC NFT OR PVSC WORK, 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) THE BEHAVIOR OR OUTPUT OF ANY SOFTWARE OR HARDWARE; (III) DATA LOSS OR CORRUPTION; (IV) ANY FEATURES, DEVELOPMENT,ERRORS, OR OTHER ISSUES WITH BLOCKCHAIN NETWORKS OR WALLETS; (V) UNAUTHORIZED ACCESS TO ANY PVSC NFT OR PVSC WORK; OR (VI) THE ACTS OR OMISSIONS OF ANY THIRD PARTY.

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

# INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PVSC, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND THIRD PARTIES, FOR ANY LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) RELATING TO OR ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE WEBSITE, YOUR PURCHASE OR RESALE OF YOUR PVSC NFT, ANY USER POSTINGS MADE BY YOU, YOUR VIOLATION OF THESE TERMS OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR YOUR VIOLATION OF ANY APPLICABLE LAWS, RULES OR REGULATIONS. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

# HARM FROM COMMERCIAL USE

You agree that the consequences of commercial use or re-publication of content or information from the Website, other than under rights expressly granted to you under these Terms, may be so serious and incalculable, that monetary compensation may not be a sufficient or appropriate remedy and that PVSC may be entitled to temporary and permanent injunctive relief to prohibit such use.

# ARBITRATION

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity, for damages or any other relief, then such dispute shall be resolved by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association in accordance with its applicable rules. The arbitration will take place in New York, NY. The arbitrator’s award shall be final, and judgment may be entered upon it in any court of competent jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and reasonable attorney’s fees. The parties agree to arbitrate all disputes and claims in regards to these Terms or any disputes arising as a result of these Terms, whether directly or indirectly, including tort claims that are a result of these Terms. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms.

As a limited exception to this Section, each party retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of its intellectual property rights.

WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE SITE OR ANY PRODUCTS SOLD OR DISTRIBUTED THROUGH THE SITE, OR THE SMART CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

# CLASS ACTION WAIVER

Any arbitration or action under these Terms will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator or judge may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

# JURISDICTION AND APPLICABLE LAW

To the maximum extent permitted by law, these Terms are governed by and in accordance with, the laws of the State of New York, United States (including its statutes of limitations and choice of law provisions), without giving effect to any conflict of laws provisions thereof that would require or permit the application of the laws of a different jurisdiction. Any arbitration, legal suit, action, or proceeding arising out of or relating to these Terms will be instituted in the federal or state courts in each case located in New York, New York.

You irrevocably consent to the exclusive jurisdiction in the State of New York for purposes of any arbitration, legal suit, action, or proceeding arising out of or related to the use of the Website or these Terms. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this Section.

# ENTIRE AGREEMENT

Unless otherwise specified herein, these Terms constitute the entire agreement between you and PVSC with respect to the Website, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and PVSC.

# ENFORCEABILITY

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Our failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition. We reserve the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of the user's transactions with the application.

# RELATIONSHIP BETWEEN THE PARTIES

Nothing in these Terms shall be construed as making either party a partner, joint venturer, agent, legal representative, employer, contractor, or employee of the other.

# MISCELLANEOUS

Our Website is controlled and operated from within the United States. Without limiting anything else, we make no representation that our services, content, products, information or other materials available on, in, or through our Website is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access our Website from other locations do so on their own volition and are responsible for compliance with applicable local laws. You and PVSC agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms. The waiver or failure of PVSC to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any of other rights established under these Terms. Headings used in these Terms are for reference only and shall not affect the interpretation of these Terms. No person or entity not party to these Terms will be deemed to be a third-party beneficiary of these Terms or any provision hereof. When used herein, the words “includes” and “including” and their syntactical variations shall be deemed followed by the words “without limitation.”

# CONTACT US

PVSC welcomes your questions or comments regarding the Terms:

# Pega Visao Salvador Club, LLC.

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By Email: [[](mailto:info@legalstartapp.com) ]

Last Modified: October 21, 2022