

**Magic Eden**  
**Magic Eden Whitelist Terms of Service**

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Euclid Labs, Inc. ("**Magic Eden**", "**we**", "**our**" or "**us**") provides a management tool that helps NFT Creators (as defined below) gate user access to the primary mint of its NFT collection across different stages (which may have different price, volume and time span) prior to the NFT collection being generally available to the public (referred to and recognized in the community as a "whitelist") (the "**Whitelist Tool**"). The Whitelist Tool enables (i) NFT Creators to retrieve a text file database of wallet address information; (ii) NFT Creators to set minimum requirements for signup to the NFT collection's whitelist; (iii) users to sync information that they have on third party platforms in order to register for whitelist access; (iv) users to view any whitelist priority that they may or may not have for a particular NFT collection; (v) users to enter their details for potential whitelist opportunities released by the NFT Creator; and (vi) users to mint an NFT collection during the relevant whitelist period that the user has access to, as set up by the NFT Creator (collectively the "**Services**"). These Magic Eden Whitelist Terms of Service (these "**Terms**"), along with our Privacy Policy, currently located at <https://magiceden.io/privacy-policy.pdf> ("**Privacy Policy**"), govern your use of the Services.

**IMPORTANT NOTICE REGARDING ARBITRATION FOR U.S. CUSTOMERS: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND MAGIC EDEN THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 16 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION.**

**1. Agreement to Terms**

By clicking "I Agree" or by accessing or using the Services (or any portion thereof), you hereby agree to be bound by these Terms. If you don't agree to be bound by these Terms, you may not access or use the Services.

**2. Privacy Policy**

Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use, and share your information.

**3. Changes to Terms or Services**

We may modify the Terms at any time at our sole discretion. If we do so, we'll let you know by posting the modified Terms or providing you a notice on our website, and/or through other methods of communication which we deem reasonable. If you continue to use the Services after we have posted modified Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

**4. Who May Use the Services**

**a. Eligibility**

**YOU MAY USE THE SERVICES ONLY IF YOU ARE 18 YEARS OR OLDER AND CAPABLE OF FORMING A BINDING CONTRACT WITH MAGIC EDEN, AND NOT OTHERWISE BARRED FROM USING THE SERVICES UNDER APPLICABLE LAW.**

**b. Terms applicable to NFT Creators and Minters**

If you are using the Services to give access to users to mint NFTs, you are a "**NFT Creator**". If you are using the Services to mint NFTs made available by NFT Creators, you are a "**Minter**". If you are either a NFT Creator or a Minter, you agree to the following additional terms:

**(I) NFT Creator Terms.** (i) NFT Creator wishes to use, and allow Minters to access, the Whitelist Tool. (ii) NFT Creator acknowledges: (1) the Whitelist Tool is only an intermediary service provided by Magic Eden to facilitate the direct relationship the NFT Creator has with Minters; and (2) it is solely responsible for all obligations pertaining to the collection, handling and

accuracy of the Requirements. (iv) NFT Creator is solely liable for any and all claims and potential claims in relation to its handling of the Requirements that Magic Eden may share with the NFT Creator in accordance with this agreement. NFT Creator will indemnify, defend and hold Magic Eden Indemnified Parties harmless from and against any and all damages, awards, judgments, liabilities, costs or expenses, including reasonable attorneys' fees and costs resulting from any third party (including a Minter) allegation, claim, action or proceeding arising out of or related to the Requirements.

**(II) Minter Terms.** If you are a Minter and you want to use the Services, you'll have to input the relevant information requested by the NFT Creator into the Whitelist Tool, which may include providing details of your wallet address, logging into your Magic Eden account and connecting third party profiles such as Twitter and Discord ("**Requirements**"). Upon the Requirements being provided by the Minter, the Whitelist Tool will verify if the Minter qualifies for access to the NFT collection's whitelist and if so, subject to any changes the NFT Creator may directly make to change a Minter's access to a whitelist, the Minter will have access to the NFT collection's whitelist for the relevant stage determined by the NFT Creator.

Each Minter acknowledges: (i) the Whitelist Tool is only an intermediary service provided by Magic Eden to facilitate the direct relationship the NFT Creator has with Minters; and (ii) the NFT Creator may change each Minter's whitelist access or grant the Minter access to whitelist opportunities at its sole discretion, including using whatever methodologies the NFT Creator chooses. Each Minter acknowledges and agrees that Magic Eden does not exercise any control or make any underlying changes to the Minter's whitelist access and if the Minter has any issues associated with whitelist access, the Minter agrees to solely resolve this as between the Minter and the NFT Creator and that Magic Eden has no liability whatsoever in this regard.

By using the Service, each Minter will provide Magic Eden with access to the Requirements and consents to Magic Eden: (i) storing and using the Requirements to verify the Minter's qualification for the NFT Creator's whitelist access in accordance with this agreement; (ii) sharing the Requirements with the NFT Creator, and the Minter acknowledges and consents that the NFT may download the Requirements and contact the Minter.

## 5. Feedback

We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("**Feedback**"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you, and you grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to freely and without restriction use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## 6. Content Ownership

For purposes of these Terms: (i) "**Content**" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) "**User Content**" means any Content that you make available through the Services. Content includes without limitation User Content.

We do not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content.

Subject to the foregoing, Magic Eden and its licensors exclusively own all right, title and interest in and to the Services, Content (excluding User Content) and any other services or applications supplied by us to you under this Agreement, including all associated intellectual property rights ("**Magic Eden Rights**"). You acknowledge that the Magic Eden Rights are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Magic Eden Rights.

## 7. Rights in User Content Granted by You

In order to operate and provide our Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, distribute, create derivative works of, display, and perform the User Content that you upload, submit, store, send, or receive on our website or through our Services. The rights you grant in this license are for the limited

purpose of operating and providing our Services. Additional information about your privacy and how we use User Content is available in the Privacy Policy.

You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the intellectual property rights or any other rights of any third party.

You acknowledge that, in certain instances, where you have removed your User Content by specifically deleting it, some of your User Content (such as posts or comments you make) may not be completely removed and copies of your User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

## **8. Fees**

We may charge fees for some or part of the Services we make available to you. We reserve the right to change those fees at our discretion with notice. We will disclose the amount of fees we will charge you for the applicable Service at the time that you access the Service. You may incur charges from third parties for use of linked services. You may also be charged fees by third parties if you elect to link the Whitelist Tool to a third-party account and transact therein. Third party fees are not charged by Magic Eden and are not paid to Magic Eden.

You are solely responsible for all costs incurred by you in using the Services and determining, collecting, reporting and paying all applicable Taxes. As used herein, “**Taxes**” means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by law to collect and remit to governmental agencies, and other similar municipal, state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our Services. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the Services. We reserve the right to report any activity occurring using the Services to relevant tax authorities as required under applicable law.

## **9. General Restrictions and Magic Eden’s Enforcement Rights**

You agree not to do any of the following:

- Use, display, mirror or frame the Services or any individual element within the Services, Magic Eden’s name, any Magic Eden trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Magic Eden’s express written consent;
- Access, tamper with, or use non-public areas of the Services, Magic Eden’s computer systems, or the technical delivery systems of Magic Eden’s providers;
- Attempt to probe, scan or test the vulnerability of any Magic Eden system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Magic Eden or any of Magic Eden’s providers or any other third party (including another user) to protect the Services;
- Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Magic Eden or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Magic Eden trademark, logo URL or product name without Magic Eden’s express written consent;
- Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation;
- Encourage or enable any other individual to do any of the foregoing; or
- Engage or assist in any activity that violates any law, statute, ordinance, regulation, or sanctions program, or any activity that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services).

Although we have no obligation to monitor any User Content, we have absolute discretion to review, monitor, or remove User Content at any time and for any reason without notice. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

You agree to comply with all applicable US and non-US export control and trade sanctions laws. Without limiting the foregoing, you may not use the Services if (i) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions of Ukraine, or any other country or region subject to a United States embargo; or (ii) you are listed on any sanctions asset blocking list or export denial list maintained by the US, EU, UK, Canada, and UN, such as the Specially Designated Nationals and Blocked Persons ("SDN") List administered by the US Department of Treasury's Office of Foreign Assets Control ("OFAC") or the Entity List administered by the US Department of Commerce's Bureau of Industry and Security ("BIS").

#### **10. Third Party Materials**

The Services may contain links to third-party services and materials ("**Third Party Materials**"). The Services may enable you to access Third Party Materials by navigating away from the Services. We provide access to Third Party Materials only as a convenience, do not have control over their content, do not warrant or endorse, and are not responsible or liable for the availability or legitimacy of, the data, information, content, products or services on or accessible from those Third Party Materials (including any related websites, resources or links displayed therein). We make no warranties or representations, express or implied, about such linked Third Party Materials, the third parties they are owned and operated by, the information contained on them or the suitability of their products or services. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites, applications, or resources. Your use of any Third Party Materials (including linking any whitelist wallet information to the Whitelist Tool) may be subject to such third party's terms, conditions, restrictions, and privacy policies, solely between you and such third party.

#### **11. Termination**

We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. Upon any termination, discontinuation or cancellation of Services, (i) all rights and/or licenses granted to you under these Terms shall immediately cease and terminate and you shall forthwith cease the use and/or access of the Services and Content thereon in any way whatsoever; and (ii) notwithstanding the foregoing, the following provisions will survive: Sections 5 (Feedback), 6 (Content Ownership), 7 (Rights in User Content Granted by You), 8 (Fees), 9 (General Restrictions and Magic Eden's Enforcement Rights), 11 (Termination), 12 (Warranty Disclaimers), 13 (Indemnity), 14 (Limitation of Liability), 15 (Governing Law and Forum Choice), 16 (Dispute Resolution), and 17 (General Terms).

#### **12. Warranty Disclaimers**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES AND OUR CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SERVICES AND OUR

CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGIC EDEN SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND/OR NON-INFRINGEMENT. MAGIC EDEN DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES OR ANY OF THE MATERIALS OR CONTENT CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE, OR THAT CONTENT WILL BE ACCURATE, RELIABLE, TRUTHFUL, OR COMPLETE.

ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, MAGIC EDEN HEREBY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR OR IN CONNECTION WITH YOUR HANDLING, MISHANDLING, DISCLOSURE (INCLUDING UNAUTHORIZED DISCLOSURE), USE, OR MISUSE, OF ANY OF ANY INFORMATION YOU SUBMIT TO THE WHITELIST TOOL, INCLUDING ANY WALLET ADDRESS INFORMATION.

### **13. Indemnity**

You will indemnify and hold harmless Magic Eden and its officers, directors, employees and agents (“**Magic Eden Indemnified Parties**”), from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, (iii) Third Party Materials, or (iv) your violation of these Terms.

### **14. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER MAGIC EDEN NOR ITS SERVICE PROVIDERS (INCLUDING THOSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES) WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF FUNDS OR DIGITAL ASSETS, FAILURE TO OBTAIN ACCOUNT ACCESS, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MAGIC EDEN OR ITS SERVICE PROVIDERS HAVE 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.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL MAGIC EDEN’S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO MAGIC EDEN FOR USE OF THE SERVICES OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO MAGIC EDEN, AS APPLICABLE.

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

### **15. Governing Law and Forum Choice.**

These Terms and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the state and federal courts located in San Francisco, California, and you and Magic Eden each waive any objection to jurisdiction and venue in such courts.

### **16. Dispute Resolution**

#### **a. Informal Resolution of Disputes**

You and Magic Eden must first attempt to resolve any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) informally. Accordingly, neither you nor Magic Eden may start a formal arbitration proceeding for at least sixty (60) days after one party notifies the other party of a claim in writing. As part of this informal resolution process, you must deliver your written notices via email to [legal@magiceden.io](mailto:legal@magiceden.io).

**b. Mandatory Arbitration**

We each agree that any Dispute will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Magic Eden agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Magic Eden are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

**c. Exceptions**

As limited exceptions to Section 16(a) (Informal Resolution of Disputes) above: (i) we both may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

**d. Conducting Arbitration and Arbitration Rules**

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

**e. Arbitration Costs**

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

**f. Injunctive and Declaratory Relief**

Except as provided in Section 16(c) (Exceptions) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

**g. Class Action Waiver**

**YOU AND MAGIC EDEN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties’ Dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Section 16 (Dispute Resolution) shall be null and void.

**h. Severability**

With the exception of any of the provisions in Section 16(g) (Class Action Waiver) above, if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

**17. General Terms**

These Terms constitute the entire and exclusive understanding and agreement between Magic Eden and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Magic Eden and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Magic Eden's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Magic Eden may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Magic Eden under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

Magic Eden's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Magic Eden. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

#### **18. Contact Information.**

If you have any questions about these Terms or the Services, please contact Magic Eden at [contact@magiceden.io](mailto:contact@magiceden.io).