

ONCHAIN SUMMER TERMS OF SERVICE

Last updated: August 2, 2023

These Terms of Service (as amended, restated, supplemented or otherwise modified from time to time, the “**Terms**”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”), and Coinbase Technologies, Inc. (“**Coinbase Technologies**”, “**we**”, or “**us**”, and together with you, collectively, the “**Parties**” and each individually, a “**Party**”), concerning your access to and use of the website located at www.onchainsummer.xyz (together with any mobile or app-based version of such website, the “**Site**”).

If you reside in the United States or Canada, then you agree that you have read, understand, and accept the Coinbase Arbitration Agreement set forth in [Appendix A](#) (as amended, restated, supplemented or otherwise modified from time to time, the “**Arbitration Agreement**”), which is hereby incorporated by reference.

By agreeing to the Arbitration Agreement, you agree to resolve disputes with us via binding arbitration or in small claims court (instead of a court of general jurisdiction), and you agree to do so as an individual (instead of as a member of a class in a class action). To the extent that the law allows, you also waive your right to a trial by jury. For more information, see the section in these terms entitled “Arbitration agreement, class action waiver, and jury trial waiver.”

It is also important that you review the “**Limitation of liability**” and “**Warranty disclaimer**” sections in these terms.

Please read all of these Terms carefully, because they explain what we expect from you and what you can expect from us. By accessing and/or using the Site, you are agreeing to these Terms. By agreeing to these Terms, you represent and warrant that your access to, and/or use of the Site will not violate applicable laws and regulations, including but not limited to those of the United Nations Security Council, the United States (including prohibiting dealings with sanctioned persons identified by the U.S. Department of the Treasury’s Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons (“**SDN**”), or other U.S. non-SDN restricted or prohibited parties lists, and those prohibiting dealings with persons organized, resident, or located in comprehensively sanctioned jurisdictions), and/or any other applicable federal, state, municipal or local laws and regulations (each as amended from time to time). To that end, you represent and warrant that you are not (i) located in, and will not access the Site from, a jurisdiction that is subject to United States economic sanctions, including Cuba, Iran, North Korea, Sudan, Syria or the Crimea region, (ii) a person listed on any U.S. Government blacklist (including, without limitation, an SDN or other U.S. non-SDN restricted or prohibited party (collectively, “**Sanctioned Persons**”)), or (iii) controlled or owned by a Sanctioned Person.

Please note that the decentralized application and smart contracts that you may access on or through the Site in order to mint an NFT (the “**Thirdweb Dapp**”) are administered by Thirdweb (“**Thirdweb**”). As such, your use of the Site may also be subject to additional terms and conditions between you and Thirdweb. Furthermore, to the extent you are required to navigate or link to a different third party website or web application (an “**External Site**”) in order to complete the purchase of an NFT that is listed on the Site, your access to, and use of such External Site will be subject to the terms and privacy policies applicable thereto.

Also note that the [Base Global Privacy Policy](#) applies to your access to, and usage of, the Site. You agree that you have read, understand, and accept the terms of the Base Global Privacy Policy.

When we speak of an “NFT” (non-fungible token), we mean the blockchain asset defining the NFT.

Your content

As part of Onchain Summer, you have the opportunity to provide content (for example, content associated with NFTs) that will be displayed on the Site. If you do provide content that is displayed on the Site, you agree to comply with the Content Policy set forth in [Appendix B](#). We reserve the right to remove your content at our discretion, without notice and without liability. When you provide content, you may be asked to label or categorize your content; failing to do so accurately may result in your content being removed. We also reserve the right to label or categorize your content and allow other users to label or categorize your content, which may affect how it is displayed on the Site.

By providing content to be displayed on the Site, you represent and warrant that you own and control all of the intellectual property rights to such content (or that you have the necessary license rights to the content) and that such content is lawful.

When you provide content (for example, NFTs, text, or images) to be displayed on the Site, you retain your intellectual property rights in your content and you provide us with a license to your content (as specified below). When you purchase an NFT on or through the Site, you should not assume that you own any copyright or license to the content associated with the NFT.

License to use your content

By providing content to be displayed on the Site, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, perpetual, and transferable license to host, publish, display, perform, reproduce, copy, distribute, communicate, modify, reformat, translate, or otherwise use your content (including your NFT, images, text, content, files, communications, and other content you provide) to operate, improve, develop, and promote our service.

Our content and the content of others

The Site gives you access to content owned by us. You may use that content within the scope of your interactions with the Site (subject to these terms), but we retain any intellectual property rights in our content.

Likewise, the Site also gives you access to content owned by other people or other organizations. Don't assume that your access to such content on the Site gives you permission to use such content. Unless otherwise allowed by law, you may not use content owned by other people or organizations without the owner's permission.

Do your own research

Before you purchase an NFT through the Site, it is important for you to understand that you are purchasing the NFT directly from the seller. You should assume that we have not verified its authenticity, and have not reviewed (or approved of) its contents. It is your responsibility to determine its authenticity and determine the truthfulness of any claims made by the seller, especially claims about rarity, uniqueness, intellectual property ownership, or value. The seller determines the price, and that price may not reflect the true market value of the NFT.

If the Site displays information about the rarity of an NFT, it is merely an estimation and may change, especially if minting is ongoing.

You should not assume that purchasing an NFT gives you any legal rights beyond mere ownership of the underlying blockchain asset.

A transaction between a buyer and a seller takes place in a peer-to-peer fashion on a public blockchain, like Ethereum. We do not guarantee that the transaction will be included in the blockchain. For example, your transaction may not be included in the blockchain if there is network congestion, you fail to pay an adequate transaction fee, or if a technical problem with the blockchain arises.

Furthermore, even if your transaction is included in the blockchain, it may still fail to complete successfully. For example, your transaction will fail if the owner of the NFT changes before your transaction is processed by network miners or network validators. In such circumstances, your transaction fee will be forfeited to the network miners or network validators.

Buyers and sellers who discover each other via the Site and desire to engage in a purchase/sale transaction for an NFT using the Thirdweb Dapp are under no obligation to transact using such Thirdweb Dapp, and are free to transact with each other via any smart contract of their choice. Neither the Site nor the Thirdweb Dapp is intended as a barter exchange.

Your NFT transaction may have tax implications. We do not provide tax advice. If you have tax-related questions, you should consult a tax professional. It is your responsibility to report and pay any applicable taxes.

Don't manipulate the market

Market manipulation involves behavior like bidding on an auction (or making a purchase) with the intention of artificially increasing the price or creating the appearance of market interest or market activity. You agree not to engage in misleading transactions, like selling an NFT to yourself to establish a misleading price. Don't collude with others to manipulate prices.

Don't engage in regulated financial activities

You agree not to use the Site to carry out any regulated financial activities, including listing NFTs that entitle owners to financial rewards or that may represent securities or derivatives. Don't use the Site for fundraising, including fundraising for a business, protocol, or platform.

Keep your NFTs safe

The NFTs you purchase are in your custody, stored in a wallet that you control. Because you control your wallet, there is no way for us to help you if you lose control over your wallet. It is your responsibility to keep your wallet safe from both theft and inadvertent loss. Be sure to back up any recovery passphrase associated with your wallet and keep the recovery passphrase both secret and safe.

In case of disputes*Intellectual property disputes*

If you see content on the Site that you believe violates your intellectual property rights, you should submit a notice of claimed intellectual property infringement to us and request removal of such content from the Site. You can do so by emailing us at onchainsummer@coinbase.com.

Other disputes

If you have a dispute with us unrelated to intellectual property, you agree to first contact Coinbase Support via our Customer Support page (<https://help.coinbase.com>). If Coinbase Support is unable to resolve your dispute, you agree to follow our Formal Complaint Process. You begin this process by submitting our [complaint form](#). If you would prefer to send a written complaint via mail, please include as much information as possible in describing your complaint, including your support ticket number, how you would like us to resolve the complaint, and any other relevant information to us at 82 Nassau St #61234, New York, NY 10038. The Formal Complaint Process is completed when Coinbase responds to your complaint or 45 business days after the date we receive your complaint, whichever occurs first. You agree to complete the Formal Complaint Process before filing an arbitration demand.

Arbitration agreement, class action waiver, and jury trial waiver

If you reside in the United States or Canada, and if you have a dispute with us or if we have a dispute with you, the dispute shall be resolved through binding arbitration or in small claims court pursuant to the Arbitration Agreement [t](#).

As an illustration only, the following is a summary of some of the terms of the Arbitration Agreement:

- Disputes will be resolved individually (in other words, you are waiving your right to proceed against Coinbase Technologies in a class action). However, if you bring a coordinated group of arbitration demands with other claimants, you agree that the American Arbitration Association (AAA) must batch your arbitration demand with up to 100 other claimants to increase the efficiency and resolution of such claims.
- Certain disputes must be decided before a court, including (1) any claim that the class action waiver is unenforceable, (2) any dispute about the payment of arbitration fees, (3) any dispute about whether you have completed the prerequisites to arbitration (such as exhausting the support and Formal Complaint processes), and (4) any dispute about which version of the Arbitration Agreement applies.
- In the event that a dispute is filed with a court that does not fall into one of the above four categories, either you or Coinbase Technologies may move to compel the court to order arbitration. If the court issues an order compelling arbitration, the prevailing party on the motion to compel may recover its reasonable attorneys' fees and costs.

If you reside outside the United States and Canada, then the Arbitration Agreement does not apply to you.

Updates to these terms

If we make updates to these terms, we will make the updated terms available to you by publishing them on the Site. The updated terms will be effective as soon as they are published. By continuing to access and/or use the Site after the updated terms have been published, you are agreeing to those updated terms.

Release and indemnification

You agree to release, indemnify, and hold us, our affiliates and service providers, and each of their and our respective officers, directors, agents, joint venturers, employees, and representatives harmless for the following:

- Any claims arising out of a dispute you have with another user of the Site.
- Any claims arising out of or related to your breach of these Terms.
- Any claims arising out of or related to your violation of any law, rule, regulation, or the rights of any third party.

Your release and indemnification of us is broad and extends to all damages (direct, consequential, punitive, or however characterized) and includes our attorneys' fees arising out of defending any of the above claims. Your release and indemnification of us also extends to any fines, fees, or penalties imposed by any governmental or regulatory authority.

Limitation of liability

Coinbase Technologies is not liable for any loss, including, for example, a loss of property, profits, revenues, business opportunities, goodwill, or anticipated savings. We are also not liable for indirect or consequential losses, nor are we liable for punitive damages. This limitation of liability extends to our officers, directors, agents, joint venturers, employees, and representatives.

If you are a resident of New Jersey, this limitation of liability is intended to apply only to the extent permitted by New Jersey law.

Warranty disclaimer

To the extent allowed by law, the Site and any services provided through the Site are provided “as is.” No promises should be implied (including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement). For example, we don’t make any warranties about the content or features of the Site, including its accuracy, reliability, availability, or ability to meet your needs.

Entire agreement

The entire agreement between you and us is a combination of these Terms (including, for the avoidance of doubt, all appendices hereto), documents linked from these Terms, and any language incorporated by reference. Nothing else is part of this agreement.

Assignment

Any rights you have under these Terms cannot be assigned to anyone else. In contrast, we can assign our rights under these Terms without restriction. For example, we can assign our rights under these Terms to our affiliates, including Coinbase, Inc.

Severability

If a particular term or provision set forth herein is not valid or not enforceable, that does not affect the other terms or provisions.

Survival

All the terms which by their nature survive termination or expiration of this agreement — including, without limitation, the Arbitration Agreement, class action waiver, and jury trial waiver — survive the termination or expiration of this agreement.

Governing law

California law governs these Terms without regard to its conflict of laws principles.

COINBASE ARBITRATION AGREEMENT**1. Applicability of Arbitration Agreement**

Subject to the terms of this Arbitration Agreement, you and Coinbase Technologies agree that any dispute, claim, or disagreement arising out of or relating in any way to your access to or use of the Site, any communications you receive, any products sold or distributed through the Site, or the Terms and prior versions of the Terms, including claims and disputes that arose between us before the effective date of the Terms (each, a **“Dispute”**) will be resolved by binding arbitration, rather than in court, except that: (1) you and Coinbase Technologies may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Coinbase Technologies may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, **“Dispute”** will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms as well as claims that may arise after the termination of the Terms.

2. Waiver of Jury Trial.

YOU AND COINBASE TECHNOLOGIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Coinbase Technologies are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled “Applicability of Arbitration Agreement” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

3. Waiver of Class and Other Non-Individualized Relief

YOU AND COINBASE TECHNOLOGIES AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 8, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator 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 the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection 8 entitled “Batch Arbitration.” Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, “Waiver of Class and Other Non-Individualized Relief,” are invalid or unenforceable as to a particular claim or

request for relief (such as a request for public injunctive relief), you and Coinbase Technologies agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes that are not severed shall be litigated in small claims court or arbitrated. This subsection does not prevent you or Coinbase Technologies from participating in a class-wide settlement of claims.

4. Rules and Forum

The Terms evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. The arbitration will be administered by the American Arbitration Association ("**AAA**"), in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the "**Request**"). If you initiate the arbitration, you must provide Coinbase Technologies a copy of your Request by email at arbitration@coinbase.com or through Coinbase Technologies's registered agent for service of process. The Request must include: (1) the name, telephone number, mailing address, email address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought, including an accurate, good faith calculation of the amount in controversy in United States Dollars; (4) if you are the party making the Request, a statement certifying completion of the Formal Complaint Process as described in the Terms or your basis for not completing the Formal Complaint Process; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration. If the party requesting arbitration is represented by counsel, the Request shall also include counsel's name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Unless you and Coinbase Technologies otherwise agree, or the Batch Arbitration process discussed in subsection 8 is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. In any case, you and Coinbase Technologies agree that we will not request more than three depositions per side in each arbitration or Batch Arbitration proceeding. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the

applicable AAA Rules. You and Coinbase Technologies agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

5. Arbitrator

The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) business days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 8 is triggered, the AAA will appoint the arbitrator for each batch.

6. Authority of Arbitrator

The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the Section entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the Section entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such Section entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction. In any award of damages, the arbitrator shall abide by the "Limitation of Liability" section of the Terms.

7. Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Coinbase Technologies need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

8. Batch Arbitration

To increase the efficiency of administration and resolution of arbitrations, you and Coinbase Technologies agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Coinbase Technologies by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Coinbase Technologies. You and Coinbase Technologies agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

9. Modification

If we make any updates to the Arbitration Agreement, we will make the updated terms available to you by publishing them on the Site. Your continued use of the Site, including the acceptance of products and services offered on the Site following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes.

10. Severability

If any provision of this Arbitration Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any local, state, or federal government agency, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

[Remainder of page intentionally left blank]

CONTENT POLICY

Coinbase has a simple approach to content moderation. We follow local laws wherever we operate. In addition, we use the spirit of the First Amendment to the United States Constitution as our guide to what type of legal speech to allow globally.

Our global framework for content decisions is as follows:

- Is it illegal content in a jurisdiction in which we operate? If yes, we will remove in that specific jurisdiction
-
- Is it unprotected content under the First Amendment to the United States Constitution? If yes, we will remove globally
-
- Will an app store require us to remove the content to adhere to their guidelines? If yes, we will remove globally or locally as required by the app store

What does this mean in practice? Here's guidance to help you figure out what's allowed and what's not on our platform:

- **Keep it legal.** We expect you to comply with local laws and regulations. In the United States, we generally allow content that is protected under the First Amendment to the United States Constitution. In the United States, content that we prohibit includes NFTs that:
 - Facilitate unlawful gambling;
 - Facilitate sexually related services such as prostitution and escort services;
 - Facilitate sale of narcotics, regulated goods and controlled substances;
 - Contain child exploitation content, including images that depict minors in the nude or in suggestive poses;
 - Fundraising and support for terrorist organizations; or
 - Threaten violence.
- **Make sure content belongs to you.** We comply with the Digital Millennium Copyright Act and will take down infringing content, including NFTs that use images without permission. If you have a DMCA takedown request or another IP takedown request, contact us.
- **Get consent before posting images of other people.** We will take down content that is not consensual and will comply with Right to Be Forgotten requests where valid. If you are depicted in an NFT without your consent, you can contact us for removal requests.
- **No fraudulent, deceptive or scammy activity.** Don't engage in misleading activity including fake collections, NFTs that are intended to create confusion with a popular NFT

or NFTs which include deceptive links to external domains. If you post scams, malware, phishing or other similar content that violates local law or consumer protection guidelines, we will take it down and ban you. We will also report fraud on our platform to local authorities.

- **No financial activity that may be subject to registration.** We don't allow NFTs that may be subject to financial regulation on our platform. This includes creating or selling NFTs that give owners rights to any securities offerings or other regulated financial instruments. We also don't allow market manipulation on our platform such as selling an NFT to yourself to create a misleading price (wash trading) and will ban users for this practice.
- **We allow legal adult and sensitive content where permitted by law.** The Site is intended for users who are 18+ in age, and so NFTs displayed on the Site may include sensitive or graphic content.

[Remainder of page intentionally left blank]