

Please read these Terms & Conditions (the “Agreement”) carefully. Minty.art (“Minty”), is owned and operated by STK Asia Limited (“STK Asia”, “STK”, “Us” or “our”) Website (Minty.Art), (the “Website”). STK Asia is a company limited by shares incorporated in Hong Kong with registration number 2675449, with registered address Room 1007, 10/F, Wayson Commercial Building, No 28 Connaught Road West, Sheung Wan, Hong Kong SAR. Your use of access of the Site constitutes your consent to this Agreement.

This Agreement is between you (the “User” or “You”) and STK Asia, concerning your use of, including any access to, the Site, mobile applications, web applications, decentralised applications, smart contracts and API located at any of Minty’s websites, together with any materials and services available therein and successor website(s) or application(s) thereto (collectively referred to as the “Site”).

By clicking or tapping any button or box marked “accept” or “agree” (or a similar term) in connection with this Agreement, or by accessing or using the App, you agree to be bound by this Agreement, a current version of which is available at the Site, and which may be modified from time to time at our sole discretion. These terms of use (“Terms of Use”) are accessible at any time on the Site and will prevail over any other version or any other contradictory document, with the exception of the Token Usage Agreement which will prevail at all times. Where this Agreement incorporates any additional Terms of Use with respect to the Site these will be posted on the Site, or otherwise made available to you by email notification.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE. THESE TERMS GOVERN YOUR USE OF THE SITE. WE ARE ONLY WILLING TO MAKE THE SITE AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE SITE, OR ANY PART OF IT, OR BY CLICKING “I ACCEPT” BELOW OR INDICATING YOUR ACCEPTANCE IN AN ADJOINING BOX, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THESE TERMS. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY TO ACCEPT THESE TERMS ON THAT ENTITY’S BEHALF, IN WHICH “YOU” WILL MEAN THAT ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS THEN WE ARE UNWILLING TO MAKE THE SITE AVAILABLE TO YOU. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITE.

WE WANT TO LET YOU KNOW THAT THESE TERMS INCLUDE AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THESE TERMS OF USE, YOU AGREE TO RESOLVE ALL DISPUTES THROUGH

BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS OR REPRESENTATIVE ACTIONS. YOU HAVE THE OPTION TO OPT OUT OF THE BINDING ARBITRATION AGREEMENT, SUBJECT TO CERTAIN NOTICE REQUIREMENTS.

This Agreement sets out your rights and responsibilities when you use Minty, our mobile apps, access our Site and other services provided by Minty (the “Services”). Please read this Agreement carefully. By using any of our Services (even just browsing one of our websites), you are agreeing to the Terms of Use, you may not use our Services.

1. DEFINITIONS

Account - refers to the identity created for the User on the Site that allows him/her/it to access the services of the Platform.

Buyer - refers to the User acquiring the Digital Asset on Minty’s platform.

Cryptocurrency - refers to any virtual asset designed to work as a medium of exchange on blockchain and accepted in payment for the Digital Asset.

Collector - refers to the person that buys the NFT from the Patron or sells the NFT to the Users.

Content - refers to the content that Minty creates, uploads, sends, receives, posts, publishes or stores on the Site.

Creator - refers to the artist.

Currency - refers to fiat currency that has legal tender status (e.g. US Dollar, Singapore Dollar, etc.).

Digital Asset - refers to the unique digital artwork that is available on the Site as well as the underlying non-fungible token that represents the asset.

NFT - refers to the non-fungible token generated according to the ERC-721 or ERC-1155 standards, implemented on the Ethereum blockchain using Smart Contracts, which represents on blockchain the Digital Asset.

Patron - refers to the person that offers support and sponsor, encouragement and financial resources to the Creators. Patrons can also commission work to Creators.

Patronage - refers to the way in which patrons have helped artists by sponsoring them at the early stage of their creation process, so that they have the funding to complete their most ambitious projects.

Platform - refers to the online Site that enables registered Users to acquire, collect and exchange Digital Assets and the underlying NFT.

Seller - refers to the User offering to sell his/her/their own Digital Asset on Minty's platform.

Smart Contract - refers to a computer program or a transaction protocol which is intended to automatically execute, control or document legally relevant events and actions according to the terms of a contract or an agreement.

Terms of Use - refer to the terms and conditions which constitute a legally binding agreement between you and Minty, governing your access to and use of the Site and all associated services.

Token - refers to NFTs which are a type of Digital Asset that represent and preserve the authenticity and scarcity of a unique real-world object. They are created via smart contracts and are smoothly transferable from wallets to wallets (like bank accounts) at the speed of light peer to peer.

Token Usage Agreement - refers to the agreement signed by You with Us that regulates your acquisition of the Tokens and your subsequent use of the Tokens, in each case, via the Platform and/or the Site.

Transaction - refers to the User's offer to sell or purchase and the sell or purchase process through the Site with the intention to transfer or acquire a Digital Asset and the underlying NFT.

User - refers to any natural person or legal person, either Creator, Patron or Collector, using the services offered by the platform, by visiting the website with a full legal capacity and who is not acting for purposes relating to the trade, business, craft or profession.

2. SCOPE OF THE PLATFORM

Minty is a distributed application that runs on the ethereum network, using specially developed Smart Contracts to enable users to create, buy, transfer and trade unique digital artwork (the “Digital Asset”), which can then be visualised on a website that the User can interact with the Site. Users can view their art and use the Smart Contracts to create, acquire and trade art with other Users.

Minty is a state-of-the-art platform for artists Patronage, artwork tokenization and trading. Through the Patronage launchpad, Minty enables patrons to support creators by funding and tokenizing their artworks which will be resold to art collectors via the Minty platform. The Tokens will carry and self-execute properties and rights such as royalties during their whole existence removing the need for middlemen and the associated cost. Hence, the Token will distribute the royalties or any other Token benefits attached to the stakeholders, during its whole existence. cito create, sell, purchase, collect, transfer and trade Digital Assets.

Minty is not a broker, a financial institution or a creditor. The services are an administrative platform only. Minty facilitates transactions between the Creator, the Patron and the Collectors involved in a transaction but it is not a party to any agreement in between any Users. The Site allows you to sell and purchase Digital Assets, including minting Tokens. You may only participate in the Auction by linking your digital wallets on MetaMask (<https://metamask.io/>), Fortmatic (<https://fortmatic.com>) and WalletConnect (<https://walletconnect.org>) (the “Web3 Wallet” and, collectively the “Web3 Wallets”). These are electronic wallets, which allows you to purchase, store, and engage in transactions using Ethereum (“ETH”) cryptocurrency. Before putting up your Digital Asset for auction or putting in an offer to purchase a Digital Asset from another User, we will ask you to download the MetaMask, Fortmatic or WalletConnect extension, and connect and unlock your digital wallets with any of the supported Web3 Wallets. Once you submit an order to sell or purchase a Digital Asset, your order is passed on to the Web3 Wallet and the Web3 Wallet completes the transaction on your behalf.

ALL TRANSACTIONS INITIATED THROUGH OUR SITE ARE FACILITATED AND RUN BY ONE OF THE WEB3 WALLETS AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY OF THE RESPECTIVE WEB3 WALLET, AS FOLLOWS:

- METAMASK: TERMS OF USE (<https://metamask.io/terms.html>) AND PRIVACY POLICY (<https://metamask.io/privacy.html>) OF METAMASK.

- FORTMATIC: TERMS OF USE (<https://fortmatic.com/legal/user-terms>) AND PRIVACY POLICY (<https://fortmatic.com/legal/user-privacy-policy>)

Minty reserves the right to change or modify this Agreement at any time and at our sole discretion. If we make changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the Site or updating the "Last Updated" date at the beginning of this Agreement. By continuing to access or use the Site, you confirm your acceptance of the revised Agreement and all of the terms incorporated therein by reference. We encourage you to review the Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the Site. If you do not agree to the revised Agreement, you may not access or use the Site.

These Terms of Use apply, without limitation or reservation, to any of the services offered through the Platform to all Users on its Site.

3. OWNERSHIP OF THE PLATFORM

- A. Unless otherwise indicated in writing by us, the Site and all content and other materials contained therein, including, without limitation, Minty's logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of Minty or our affiliates, licensors or users, as applicable.
- B. Notwithstanding anything to the contrary in this Agreement, the Site and Content may include software components provided by Minty or its affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.
- C. Minty's logo and any Minty product or service names, logos or slogans that may appear on the Site or Service are trademarks of Minty or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site or Content. All other trademarks, registered trademarks, product names and Minty names or logos mentioned on the Site are the

property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Minty.

- D. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Minty or its licensors, except for the licenses and rights expressly granted in these Terms of Use.

4. ACCOUNT OPENING

A. Account Registration and Communication Preferences

- a. If you wish to participate in an Auction for Digital Assets, you will need to register for an account on the Site ("Account"). By creating an Account, you agree to (a) provide accurate, current and complete Account information about yourself, (b) maintain and promptly update from time to time as necessary your Account information, (c) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the Site, or your Account. Minty will block multiple accounts of the same User.
- b. Also, you agree that you will not:
 - i. create another account if we've disabled one you had unless you have our written permission first;
 - ii. buy, sell, rent or lease access to your Account or username unless you have our written permission first;
 - iii. provide false information or impersonate another person or company through your account;
 - iv. share your Account password with anyone;
 - v. log in or try to log in to access the Site through unauthorized third party applications or clients;

- vi. Use language that is offensive, vulgar, infringes someone's intellectual property rights or otherwise violates the Terms of Use.
- c. You must be 18 years or older to use our Services. Minors under 18 and at least 13 years of age are only permitted to use our Services through an account owned by a parent or legal guardian with their appropriate authorisation and under their direct supervision. Children under 13 years are not permitted to use Minty or the Services. You are responsible for any and all account activity conducted by a minor on your account.
- d. Your account with Minty does not create any agency, partnership, joint venture, employment or franchisee relationship between you and Minty.
- e. Minty may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-money laundering of criminal proceeds, counteracting financing of terrorism or sanctions laws. Minty may also require you to provide additional information and documents in cases where it has reasons to believe that:
 - i. Your Account is being used for money laundering, financing of terrorism, sanctions circumvention or for any other financial crime activity;
 - ii. You have concealed or reported false identification information and other details; or
 - iii. Transactions effected via your Account were effected in breach of this Agreement.
- f. In such cases, Minty in its sole discretion, may pause or cancel your Transactions until such additional information and documents are reviewed by Minty and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, Minty may refuse to provide the Content to you. By creating an Account, you also consent to receive electronic communications from Minty (e.g., via email or by posting notices to the

Site). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

- g. You must provide all equipment and software necessary to connect to the Site and services, including but not limited to, a mobile device that is suitable to connect with and use Site and services, in cases where the Site offers a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Site or services.
- h. As stated above, your participation in the Auction is also subject to any rules available on the Site.
- i. We welcome and encourage you to provide feedback, comments, bug reports and suggestions for improvements to the Site. You may submit feedback by emailing us at hello@minty.art or by other means of communication. Any feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

B. License to Access and Use Our Site and Content

- j. You are hereby granted a limited, non-exclusive, non-transferable, revocable, non-sublicensable license to access and use the Site and Content. However, such license is subject to this Agreement and does not include any right to (a) sell, resell or use commercially the Site or Contents, (b) distribute, publicly perform or publicly

display any Content, (c) modify or otherwise make any derivative uses of the Site or Content, or any portion thereof, (d) use any data mining, robots or similar data gathering or extraction methods, (e) download (other than page caching) any portion of the Site or Content, except as expressly permitted by us, and (f) use the Site or Content other than for their intended purposes.

- k. Minty does not claim ownership of your User Materials. You are and remain the owner of your User Materials. However, when you as a User create, upload, send, receive, post, publish or store your User Materials, such as text, photos, audio, visual works, video or other materials and information ("User Materials"), on, through or in the Site, you represent that (a) you either are the sole and exclusive owner of all User Materials that you make available on or through the Site; (b) you have all rights, licenses, consents and releases that are necessary to grant to Minty the rights in and to such User Materials, as contemplated under these Terms, including without limitation, that you have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User Materials (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Materials; (c) neither the User Materials nor your posting, uploading, publication, submission or transmittal of the User Materials or Minty's use of the User Materials (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- l. By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Materials on, in or through the Site, you grant to Minty a non-exclusive, worldwide, royalty-free, license to such User Materials to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream,

broadcast, and otherwise distribute such User Materials solely for the purpose of providing and/or promoting the Site, such as featuring your User Materials within our Site and promoting it through our marketing ecosystem. To the extent applicable and permissible by law, you hereby waive any and all claims that you may now or hereafter have in any jurisdiction to so-called “moral rights” or right of “droit moral” with respect to any of your User Materials. You may request to remove your User Materials in accordance with our [Privacy Policy](#), which is hereby incorporated by reference.

- m. Hyperlinks: You are granted a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to create a text hyperlink to the Site for non-commercial purposes, provided that such link does not portray Minty or our affiliates or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a logo or other proprietary graphic of Minty to link to the Site or Content without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Minty trademark, logo or other proprietary information, including the images found on the Site, the content of any text or the layout or design of any page, or form contained on a page, on the Site without our express written consent.
- n. If you sell your artwork to another User on the Site, then the license granted in Section 4 -B.j above with respect to such artwork shall survive the termination of this Agreement.

5. YOUR USER MATERIALS

A. User Materials Policy

- a. Minty has great respect for intellectual property rights and is committed to following appropriate legal procedures to remove infringing User Materials from the Site.
- b. There are certain types of User Materials that could be considered inappropriate, false or misleading that Minty does not want posted on Minty’s Site for legal reasons or otherwise. You agree that you will not post any User Materials that are abusive,

threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of these Terms of Use. You also agree not to post any content that is false and misleading or uses the Site in a manner that is fraudulent or deceptive.

- c. As a matter of policy, we do not tolerate any User Materials posted to the Site that, in our sole discretion: infringes intellectual property rights; violates English law; constitutes child pornography; or is obscene or defamatory. We intend to, in good faith, remove, disable or restrict access to, or the availability of, User Materials that, in our sole discretion, we deem infringing, racist, obscene, obscene as to minors, child pornography, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable. The provisions of this section are intended to implement this policy but are not intended to impose a contractual obligation on us to undertake or refrain from any particular course of conduct.
- d. We have the right to remove or refuse to post any User Materials (a) for any or no reason in our sole discretion; (b) take any action with respect to any User Materials that we deem necessary or appropriate in our sole discretion, including if we believe that such User Materials violates the Terms of Use, infringes any intellectual property right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for Minty; (c) disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; (e) terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms and Conditions. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.
- e. If your User Materials are alleged to infringe another person's intellectual property, we will take appropriate action, such as disabling it if we receive proper notice or

terminating your account if you are found to be a repeat infringer. We will notify you if any of that happens.

- f. You waive and hold harmless Minty and its affiliates, licensees and service providers from any claims resulting from any action taken by any of the foregoing parties during or taken as a consequence of, investigations by either such parties or law enforcement authorities.
- g. However, we cannot undertake to review all User Materials before it is posted on the Site, and cannot ensure prompt removal of objectionable User Material after it has been posted. Accordingly, we assume no liability for any action regarding transmissions, communications, or content provided by any User or third party.
- h. If User Materials that you own or have rights to have been posted to the Site without your permission and you want it removed, please contact hello@minty.art.

B. Third Party User Materials Complaints

- i. If you believe that someone has posted User Materials that violates this policy (other than in cases of copyright infringement, which is addressed separately below), we ask you to promptly notify us by email at the following address: [email address]. You must use this address if you want to ensure that your complaint is actually received by the appropriate person charged with investigating alleged policy violations.

In order to allow us to respond effectively, please provide us with as much detail as possible, including: (1) the nature of the right infringed or violated (including the registration numbers of any registered trademarks or patents allegedly infringed); (2) all facts which lead you to believe that a right has been violated or infringed; (3) the precise location where the offending User Materials can be found; (4) any grounds to believe that the person who posted the User Materials was not authorized to do so or did not have a valid defense (including the defense of fair use); and (5) if known, the identity of the person or persons who posted the infringing or offending User Materials. By lodging a complaint, you agree that the substance of your complaint shall be deemed to constitute a representation made under penalty of perjury under the laws

of England. In addition, you agree, at your own expense, to defend and indemnify us and hold us harmless against all claims which may be asserted against us, and all losses incurred, as a result of your complaint and/or our response to it.

We expect visitors to take responsibility for their own actions and cannot assume liability for any acts of third-parties which take place on the Minty site. You waive any and all claims or remedies that you might otherwise be able to assert against us under any theory of law (including, without limitation, intellectual property laws) that arise out of or relate in any way to the User Materials at the site or our response, or failure to respond, to a complaint.

You agree that we have the right (but not the obligation) to investigate any complaint received. By reserving this right, we do not undertake any responsibility in fact to investigate complaints or to remove, disable or restrict access to or the availability of User Materials. We support free speech on the Internet and therefore will not act on complaints that we believe, in our subjective judgment, to be deficient. If you believe that User Materials remain on the site that violate your rights, your sole remedy shall be against the person(s) responsible for posting or storing it, not against us.

j. [COUNTRY] Copyright Act (“CA”) Compliance. Pursuant to CA, all claims alleging copyright infringement for material that you believe to be residing on the Site should be promptly sent in the form of written notice to our designated agent: hello@minty.art (the “Designated Agent”). Valid notification must be a written communication that includes all of the following elements:

- i. Signature of copyright owner or person authorized to act on behalf of the owner;
- ii. Identification of copyrighted work claimed to be infringed;
- iii. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;

- iv. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.
- k. It is our policy that, upon receiving a proven-valid CA notice, we will remove or disable access to allegedly infringing material.
- l. If a notice of alleged copyright infringement under the CA has been wrongly filed against you, you may submit a counter-notification to our Designated Agent. A valid counter-notification must be a written communication that includes all of the following elements:
- i. A physical or electronic signature;
 - ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - iii. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
 - iv. Your name, address and telephone number.
- m. Upon receipt of a valid counter-notification, we will forward it to the original complainant who submitted the CA notice alleging copyright infringement. The original complainant will then have ten days to notify us that it has filed a lawsuit relating to the allegedly infringing material otherwise we will restore the removed material or cease disabling access to it.

- n. Repeat Infringer Policy. It is our policy to terminate the account of any repeat copyright infringer in appropriate circumstances.

6. OWNERSHIP OF USER MATERIAL

- A. Owning a Digital Asset is analogous to owning a physical artwork, such as an original painting or print.
- B. When the Digital Asset is purchased or transferred by a User, the Ethereum-based non fungible token (the “NFT”) that represents the artwork is automatically transferred to the other User’s Ethereum address.

7. USER CONDUCT

- A. You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the Site or participating in the Auction. You agree that you will abide by this Agreement and will not:
 - a. Provide false or misleading information to Minty;
 - b. Use or attempt to use another user’s Account without authorization from such user and Minty;
 - c. Use the Site in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Site, or that could damage, disable, overburden or impair the functioning of the Site in any manner;
 - d. Reverse engineer any aspect of the Site, or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any Service, area or code of the Site;
 - e. Attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Site that you are not authorized to access;
 - f. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Site, extract data or otherwise interfere with or modify the rendering of Site pages or functionality;

- g. Use data collected from our Site to contact individuals, companies, or other persons or entities;
- h. Use data collected from our Site for any direct marketing activity (including without limitation, email marketing, SMS marketing, telemarketing, and direct marketing);
- i. Bypass or ignore instructions that control all automated access to the Site; or
- j. Use the Site for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates this Agreement.
- k. Use the Ethereum Platform and/or the Site to carry out any illegal activities, including but not limited to money laundering, terrorist financing, sanctions circumvention or deliberately engaging in activities designed to adversely affect the performance of the Ethereum Platform or the Site.

8. FEES AND PAYMENT

- A. If you elect to purchase, trade, or create art on the Site, or with or from other Users, any financial transactions that you engage in will be conducted solely through the Ethereum network via any compatible Web3 Wallets. We will have no insight into or control over these payments or transactions, nor do we have the ability to reverse any transactions.
- B. Minty has no liability to you or any third party for any claims or damages that may arise as a result of any transactions that you engage in via the Site, or using the Smart Contracts, or any other transactions that you conduct via the Ethereum Network or any of the Web3 Wallets engaged in the relevant transactions.
- C. You are required to pay the transaction fee (a “Gas Fee”) required in the Ethereum network to process each transaction.
- D. In addition to the Gas Fee, each time you utilize a Smart Contract to conduct a transaction with another User via the Site, you authorise us to collect a commission¹ of the total value of such transaction (each, a “Commission”) and for all proceeding secondary sales of the NFT in the Site. You acknowledge and agree that the Commissions will be transferred directly to us through the Ethereum network as part of your payment.

¹ Commissions will be disclosed in Minty.art FAQ

- E. You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, “Taxes”) associated with your use of the Site, including any Taxes that become payable as the result of your ownership, transfer, or creation of any artworks.
- F. Except for income taxes levied on Minty, you: (i) will pay or reimburse us for all local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied *in lieu* thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

9. ACCEPTANCE OF RISK

You accept and acknowledge:

- a. The prices of blockchain generated assets are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the Digital Assets, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Digital Assets will not lose money.
- b. You are solely responsible for determining what, if any, taxes apply to your Digital Assets transactions. Neither Minty nor any other Minty Party is responsible for determining the taxes that apply to Digital Assets transactions.
- c. Our Site does not store, send, or receive Digital Assets. This is because Digital Assets exist only by virtue of the ownership record maintained on its supporting blockchain. Any transfer of Digital Assets occurs within the supporting blockchain and not on this Site.
- d. There are risks associated with using cryptocurrencies, 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. You accept and acknowledge that Minty will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Digital Assets, however caused.

- e. A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of the broader ecosystem and therefore the potential utility or value of Digital Assets.
- f. The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Auction and/or Site and the utility of Digital Assets.
- g. The Site will rely on third-party platforms such as MetaMask to perform the transactions for the Auction of Digital Assets. If a) we are unable to maintain a good relationship with such platform providers; b) the terms and conditions or pricing of such platform providers change; c) we violate or cannot comply with the terms and conditions of such platforms; or d) any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the Site will suffer.

10. INDEMNIFICATION

A. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Minty, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "Minty Parties"), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law

or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Site, Content or Digital Assets, (b) any feedback you provide, (c) your violation of this Agreement, and (d) your violation of the rights of a third party, including another User or any of the Web3 Wallets. You agree to promptly notify Minty of any third party Claims and cooperate with the Minty Parties in defending such claims. You further agree that the Minty Parties shall have control of the defense or settlement of any third party Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND MINTY.

11. THIRD PARTY CONTENT

- A. The Site may contain links to third-party websites ("Third-Party Websites") and applications ("Third-Party Applications"). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left our Site and are subject to the Agreement and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of Minty. Minty is not responsible for any Third-Party Websites or Third-Party Applications. Minty provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites, and Third-Party Applications at your own risk. When you leave our Site, our Agreement and policies no longer govern. You should review applicable agreements and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

12. TERMINATION

- A. Termination by you
 - a. You may terminate your Account with Minty at any time from your Account settings.

- b. Terminating your Account will not affect the availability of some of your User Materials that you posted through the Site prior to termination. However, you may lose any information associated with your Account.

B. Termination by Minty

- a. We may terminate or suspend your Account (and any Accounts Minty determines that are related to your Account) and your access to the Site should have reason to believe you, your User Materials or your use of the Services violate our Terms of Use.
- b. You do not have a contractual or legal right to continue to use or access our Site and our Services.
- c. Generally, Minty will notify you that your Account has been terminated or suspended, unless you've repeatedly violated our Terms of Use or we have legal or regulatory reasons preventing us from notifying you.
- d. Terminating your Account will not affect the availability of some of your User Materials that you posted through the Site prior to termination. However, you may lose any information associated with your Account.

C. Discontinuation of Services

- a. Minty reserves the right to change, suspend or discontinue any of the Services and access to the Site at any time, for any reason, including those laid out in Minty's policies under the Terms of Use.
- b. We will not be liable to you for the effect that any changes to the Services or the Site may have on you, including your income or your ability to generate revenue through the Services or the Site.

13. WARRANTIES

MINTY IS DEDICATED TO MAKING OUR SERVICES THE BEST WAY THEY CAN BE AND YOU UNDERSTAND THAT, THE SITE, CONTENT CONTAINED THEREIN, AND DIGITAL ASSETS LISTED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. MINTY (AND ITS SUPPLIERS) MAKE NO WARRANTY THAT THE SITE: A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. MINTY

DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SITE, CONTENT CONTAINED THEREIN. MINTY DOES NOT REPRESENT OR WARRANT THAT CONTENT ON THE SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SITE. WHILE MINTY ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SITE AND CONTENT SAFE, MINTY CANNOT AND DOES NOT REPRESENT OR WARRANT THAT A) THE SITE, CONTENT, ANY DIGITAL ASSETS LISTED ON OUR SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; B) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; C) THE RESULTS OF USING THE SERVICES WILL MEET YOUR EXPECTATIONS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE.

WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE DIGITAL ASSETS OF INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; (D) UNAUTHORIZED ACCESS TO APPLICATIONS; (E) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR DIGITAL ASSETS. YOU USE THE SERVICES SOLELY AT YOUR OWN RISK.

DIGITAL ASSETS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE ETHEREUM NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE ETHEREUM PLATFORM. WE DO NOT GUARANTEE THAT MINTY OR ANY MINTY PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY DIGITAL ASSETS.

MINTY IS NOT RESPONSIBLE FOR SUSTAINED CASUALTIES DUE TO VULNERABILITY OR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR

ANY OTHER FEATURES OF THE DIGITAL ASSETS. MINTY IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING DIGITAL ASSETS INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY OF EITHER PARTY FOR FRAUD, DEATH OR BODILY INJURY CAUSED BY NEGLIGENCE, VIOLATION OF LAWS, OR ANY OTHER ACTIVITY THAT CANNOT BE LIMITED OR EXCLUDED BY LEGITIMATE MEANS.

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

14. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL MINTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, THE SITE, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF MINTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITES, PRODUCTS OR THIRD PARTY SITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF MINTY ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SITE, CONTENT, DIGITAL ASSETS, OR ANY PRODUCTS OR SERVICES PURCHASED ON THE SITE EXCEED THE AMOUNT RECEIVED BY MINTY FROM THE SALE OF DIGITAL ASSETS THAT ARE THE SUBJECT OF THE CLAIM.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF MINTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A MEMBER OF MINTY'S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A MEMBER OF MINTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR

CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THIS LIMITATION MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

15. MODIFICATIONS TO THE SITE

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the site (or any features or parts thereof) or suspend or discontinue the auction at any time and without liability therefor.

16. DISPUTE RESOLUTION

Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Minty and limits the manner in which you can seek relief from us.

- a. Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to the Token Usage Agreement, your access or use of the Site, to any products sold or distributed through the Site, or to any aspect of your relationship with Minty will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify; and (2) you or Minty 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).
- b. Arbitration Rules and Forum. The arbitration will be conducted by the Singapore International Arbitration Centre ("SIAC"), an established alternative dispute resolution provider. The SIAC Arbitration Rules govern the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent [include name and address of registered agent here]. The arbitration will be conducted by the Singapore International Arbitration Centre, an established alternative dispute resolution provider.
- c. Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement

including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Minty. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). 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 arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

- d. Waiver of Jury Trial. YOU AND MINTY 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 Minty are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the courts located in Singapore. All other claims shall be arbitrated.
- f. 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following

address:hello@minty.art within 30 days after first becoming subject to this Arbitration Agreement. You may also submit your decision top [email]. Your notice must include your name and address, the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

- g. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Minty.
- i. Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Minty makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing to Minty at the following address: hello@minty.art

Governing Law and Venue
This Agreement, your access to and use of the Site and Content, and your participation in the Auction shall be governed by and construed and enforced in accordance with the laws of England, without regard to conflict of law rules or principles of England, or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration, shall be resolved in Singapore.

17. PRIVACY POLICY

We know your personal information is important to you and so it is important to us. Our Privacy Policy details how your information is used when you use our Services. By using our Services, you are also agreeing that we can process your information in the ways set out in the Privacy Policy.

Both Minty and Sellers process members' personal information (for example Buyer's name, email address and delivery address) are considered separate and independent data controllers of Buyers' personal information. That means that each party is responsible for the personal information it processes in providing the Services. For example, if a Seller accidentally discloses a Buyer's name and email address when fulfilling another Buyer's order, the Seller and not Minty, will be responsible for that unauthorized disclosure.

If, however, Minty and Sellers are found to be joint data controllers of Buyers' personal information and, if Minty is sued, fined, or otherwise incurs expenses because of something that you did as a joint data controller of a Buyer's personal information, you agree to indemnify Minty for the expenses it occurs in connection with your processing of Buyers' personal information.

Please refer to our [Privacy Policy](#) for information about how we collect, use and share information about you.

18. MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Minty relating to your access to and use of the Sites and Content, and your participation in the Auction. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Minty prior, concurrent or subsequent circumstance, and Minty's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and is not intended to confer third party beneficiary rights upon any other person or entity.