

**USER AGREEMENT  
FOR OPENLOCKER PLATFORM  
Last updated: December 3, 2021**

This User Agreement (the “Agreement”) is a legal contract between you, an individual user (“you”), and OpenLocker, Inc. (“OpenLocker,” “we,” or “us”). Both you and OpenLocker are referred to individually as a “Party” or collectively as “the Parties.” This Agreement, together with the documents incorporated in this Agreement by reference, govern your use of our Platform. “Platform” means this site, any linked sites operated by OpenLocker.com (collectively, the “Site”) and any mobile app we may make available (the “App”).

**IMPORTANT NOTICES**

Before using the Platform, you must accept the terms of this Agreement and our Privacy Notice <https://openlocker.io/privacy-policy/> which is incorporated by reference into this Agreement. By using the Platform, you agree that you have read, understood, and accepted the Agreement and Privacy Notice. If at any time you do not agree to the Agreement or Privacy Notice, you may not use the Platform.

You must be at least 18 years of age to use the Platform. By using the Platform, you warrant that you are at least 18 years of age and you may legally be bound by this Agreement.

OpenLocker may change the Agreement at any time without notice to you. Changes will be posted on this page, or sent to you by email (as long as you have provided us with your email address). By continuing to use the Platform after changes are posted, you agree to the changes.

**This Agreement includes information about future changes to these terms, limitations of liability, a class action waiver, and resolution of disputes by arbitration instead of in court.**

YOU USE THE PLATFORM AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR VERIFYING THE IDENTITY, LEGALITY, AND AUTHENTICITY OF ANY PURCHASES MADE THROUGH THE PLATFORM.

This Agreement will remain in effect for as long as you access the Platform or have an account on the Platform. Certain terms will survive after any termination of this Agreement, as discussed in more detail below.

1. Platform Access.

- a. Personal Use Only. The Platform is owned and operated by OpenLocker. You may access the Platform only for your own personal use. You agreed and acknowledge that OpenLocker is not a broker or financial institution.

- b. Account Creation. You will need to create an OpenLocker account to access or use the Platform. You agree to provide true, accurate, current, and complete information about yourself in connection with the registration process. You agree that OpenLocker may not be able to deliver your purchases to you, or send you necessary updates, if you do not provide accurate, current, and complete information.
- c. Personal Information. You agree that OpenLocker may collect, store, use, and share your information, including personal information, as described in our Privacy Notice ("Privacy Notice"). The terms of the Privacy Notice are incorporated by reference in this Agreement.
- d. Electronic Communications. By creating an account on our Platform, you agree to receive electronic communications from OpenLocker. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal requirements. We may also send you marketing emails, as described in more detail in our Privacy Notice. You may opt out of receiving these emails as provided in our Privacy Notice.
- e. Connecting to the Platform. You must provide all equipment and software necessary to connect to the Platform. You are solely responsible for any fees, including mobile fees, that you incur when accessing the Platform.
- f. Maintaining Your Account. You are solely responsible for: (1) updating your account information as needed to keep it accurate, current, and complete; (2) maintaining the confidentiality of your password; and (3) notifying us of any security breach of which you become aware, including any unauthorized use of your account, password, or username.
- g. Responsibility for Account Activities. You are solely responsible for all activities that occur on your account, password, and username – whether or not you authorized the activity. You agree to pay any charges associated with your account, password, or username.
- h. No Transfer or Sharing. You may not transfer, sell, or assign your account or any rights in it to any third party. You may not share your account with any third party, and you may not access any third party's account.
- i. Inactive Accounts. If your account is inactive for one year after the last date of activity, OpenLocker will attempt to return NFTs or funds in your account to you. If we are unable to contact you after reasonable efforts, we will take possession of the contents of your account. We have the right, but no obligation, to deliver the contents of your account to the relevant government authorities in the jurisdiction you have listed as your address.
- j. OpenLocker Rights and Account Management. We reserve the right to:

- i. reject the use of any password, username, or e-mail address for any reason in our sole discretion;
    - ii. block multiple accounts of the same user;
    - iii. share information related to your account with any competent authority, including as part of compliance with anti-money-laundering and counterterrorism laws; and
    - iv. take any and all actions, as we believe appropriate in our sole discretion, to maintain the security and integrity of the Platform, including, without limitation, suspending or terminating your account, changing your password, and/or requiring additional information to authorize transactions on your account.
  - k. Termination of Account. Without limitation of OpenLocker's other rights under this Agreement, OpenLocker has the right to limit, suspend, or terminate your access to the Platform at any time, with or without notice, for any reason or no reason. You agree that we will not be liable to you or to any third party for any such suspension or termination. We shall be the sole determiner in cases of suspected abuse, fraud, or breach of this Agreement. Any decision we make relating to termination or suspension of your access to the Platform will be final and binding unless we advise otherwise.
  - l. Accessibility. The Platform is designed to comply with current accessibility guidelines such as the Web Content Accessibility Guidelines ("WCAG"). Our goal is for the Site to be accessible to all users. If you experience any issues using the Platform, please contact us at [contact@openlocker.io](mailto:contact@openlocker.io).
  - m. Additional Terms. Different or additional terms ("Additional Terms") may apply to certain activities on the Platform, such as participating in auctions, buying or bidding on Bundles or limited edition NFTs, or earning rewards. These Additional Terms are incorporated by reference into this Agreement. You must accept any applicable Additional Terms before using the Platform for these activities. If there is a conflict between the Additional Terms and this Agreement, the Additional Terms will govern.
2. OpenLocker Services. Subject to your compliance with this Agreement, and with any Additional Terms that apply, OpenLocker provides the following services (the "Services") on the Platform:
- a. NFTs, Collectibles, and Experiences.
    - i. NFTs. From time to time, OpenLocker will mint non-fungible tokens ("NFTs") and make them available on the Platform for purchase.

OpenLocker may offer NFTs minted by third parties. You may also have the ability to bid on and buy NFTs owned by other OpenLocker account holders.

ii. Collectibles and Experiences. NFTs may be associated with:

- one or more physical items including but not limited to apparel, sporting equipment, photos, and similar items (each, a “Collectible”); and/or
- one or more events, such as the opportunity to meet an athlete (each, an “Experience”).

Collectibles and Experiences are provided in OpenLocker’s sole discretion. OpenLocker reserves the right to substitute a Collectible or Experience of equivalent or higher value, or remove a Collectible or Experience from any NFT sale and adjust the price accordingly, either before or after the completion of any transaction.

iii. Bundles. OpenLocker may offer groups of NFTs (“Bundles”) for sale. OpenLocker has the sole discretion to determine the number and type of NFTs in each Bundle. Before you buy any Bundle, OpenLocker may provide information about the type of NFTs in that Bundle, but will not necessarily list the exact NFTs included. All Bundles are sold without any guarantee as to which NFTs are included. OpenLocker may change the content of any Bundle, on notice to you, at any time before OpenLocker receives final payment for the Bundle. Notice of changes will be posted on this Site and/or on the App. If OpenLocker makes changes to a Bundle, OpenLocker will substitute content of equal or higher value for any content removed.

iv. Earned Items. You may be able to earn NFTs, Collectibles, or Experiences for free by participating in certain challenges or marketing campaigns, or as otherwise determined by OpenLocker in its sole discretion. Any such items will be subject to the terms of this Agreement, as well as any applicable Additional Terms.

v. No Guarantees. OpenLocker may, in its sole discretion, remove NFTs, Collectibles, or Experiences from the Platform or restrict their availability. OpenLocker will not be liable for any failure to support, display, or offer any NFT, Collectible, or Experience on the Platform. The fact that an NFT, Collectible, or Experience is listed on the Platform does not guarantee that it will be available for purchase, or that its description is accurate or complete. You are solely responsible for asking questions and doing research before making any purchase on the Platform. OpenLocker reserves the right to change pricing or product attributes

(including availability), and you agree that OpenLocker's posting updated information on the Platform will constitute sufficient notice of these changes.

- vi. Availability of Purchases; No Use of Bots. Purchases will be available after you have paid the full purchase price, including all fees. You agree and acknowledge that you have no rights in any NFTs, Collectibles, or Experiences that are purchased using a bot, script, or other automation, regardless of whether OpenLocker has received payment.
- b. Wallet. OpenLocker may offer a hosted online wallet that can be used to generate or link to addresses for storing NFTs (the "OpenLocker Wallet").
  - i. The OpenLocker Wallet is supported by OpenLocker's third party providers, and OpenLocker will not be liable for the acts or omissions of such third parties.
  - ii. You are solely responsible for understanding and following the standards and security protocols related to the OpenLocker Wallet. For example, you must save your private keys in a safe place.
  - iii. Fees for use of the OpenLocker Wallet are listed at [openlocker.io](https://openlocker.io).
  - iv. You represent and warrant to OpenLocker that you are and will be the exclusive user of your OpenLocker Wallet. You may not share your login information with any third party, or permit any third party to make deposits or withdrawals to or from your OpenLocker Wallet.
- c. Transferring NFTs.
  - i. Transfers From Another Account. If you transfer NFTs from another account ("Transferred NFTs") to your OpenLocker Wallet, you represent and warrant that you control the other account and have the right to transfer the Transferred NFTs. Transferred NFTs must be compatible with the OpenLocker Wallet. Incompatible Transferred NFTs may be permanently deleted as a result of an attempted transfer. OpenLocker makes no guarantees that any Transferred NFTs will be compatible with the OpenLocker Wallet or the Platform. Transferred NFTs may not be available immediately for sale or use on the Platform.
  - ii. Transfers To Another Account. If you wish to use your OpenLocker NFTs on another platform (e.g., view or sell them elsewhere), you will need to transfer them to the other platform. You are solely responsible for:
    - ensuring that NFTs in your OpenLocker account can be transferred, and that they are compatible with third party platforms;

- complying with such third party platforms' terms of use;
- understanding and following such third party platforms' technology and security protocols; and
- paying any fees due to such third party platforms.

You represent and warrant that you control the other account and have the right to transfer NFTs to it. OpenLocker does not guarantee that NFTs from your OpenLocker account will be transferable to, or functional on, any third party platform.

d. Transactions on the Platform.

- i. Rights in NFTs. Purchased NFTs will be available to you after you have paid all fees due to OpenLocker and/or any applicable third parties. When you purchase an NFT minted by OpenLocker, or an NFTs minted by third parties that expressly includes resale rights supported on the Platform, you will obtain the right to transfer or sell that NFT on the Platform. These rights are subject to your compliance at all times with applicable law, this Agreement, and any Additional Terms. You do not own intellectual property rights in the content of the NFT unless these rights are expressly granted to you in writing.
- ii. Transactions with Third Parties. You acknowledge that all transactions relating to NFTs, Collectibles, or Experiences offered by any third party, including any account holder on the Platform, are agreed on solely by you and such third party. This includes, but is not limited to, pricing, delivery, product quality, warranties, and maintenance. OpenLocker is not responsible for any claims or damages resulting from your transactions with third parties. If you experience an issue with a purchase from a third party, you agree that you will resolve it with that third party, and OpenLocker will have no liability with regard to any related issue, claim, or dispute.
- iii. Your Commitments as an NFT Provider. By offering or selling any NFT (whether minted by OpenLocker or any third party) through the Platform, you represent and warrant that either (i) you own all legal right, title and interest in all intellectual property rights to the NFT, or (ii) you are legally authorized by the intellectual property owner to offer or sell the NFT on the Platform. If you sell an NFT through the Platform, you grant to the buyer of the NFT a worldwide, non-exclusive, non-transferable, royalty-free license to access, use, and display such Purchased NFT, solely for the buyer's own personal use. If available as part of your NFT's functionality, you also grant the buyer the right to transfer, sell (including

fractionally), or rent the NFT, either on the Platform or on a third party platform.

- iv. Third Party NFTs. From time to time, OpenLocker may enable the sale of NFTs minted by parties other than OpenLocker (“Third Party NFTs”) on the Platform. You are solely responsible for ensuring that any required resale payments are made to the creators or licensors of content included in these Third Party NFTs. You are also solely responsible for ensuring the security, functionality, and compatibility of any Third Party NFT you sell or transfer.
  - v. Your Commitments as a Collectible or Experience Provider. By offering or selling a Collectible or Experience through the Platform, you represent and warrant that you own the Collectible or have all rights to provide the Experience. You commit to delivering the Collectible or Experience, at your sole expense and within the time frame agreed on with your purchaser.
  - vi. Restrictions on Transfers. OpenLocker has the right, but is not obligated, to review, pause, or refuse any transfers on the Platform. OpenLocker may require you to verify your ownership of third party accounts. Transfer of NFTs to or from an OpenLocker Wallet does not mean that OpenLocker confirms your legal ownership of these NFTs. Additional fees or security requirements may be applied to transfers on the Platform. OpenLocker will not be liable for any damages incurred as the result of any actual or attempted transfer.
- e. Resale on Other Platforms.
- i. Resale of OpenLocker-Minted NFTs. To the extent compatible with the resale functions of third party platforms, NFTs minted by OpenLocker may be transacted on such third party platforms.
  - ii. Responsibility for Payment. OpenLocker has no ability to track, manage, or validate sales or other transfers that are performed on third party platforms. Accordingly, OpenLocker will not be responsible for completing any transaction on a third party platform, or for paying fees for any resale of an NFT on a third party platform. You are solely responsible for all fees associated with such transactions, and for complying with any terms applicable to such third party platforms.
  - iii. Third Party Wallets. OpenLocker has no control over third party wallets, and will not be liable for any failures thereof.
- f. Additional Safeguards for Transactions. OpenLocker is not liable if a transaction is delayed or fails due to technical errors, lack of processing capacity, or

network failure. OpenLocker reserves the right to do any of the following, immediately and without notice, in its sole discretion, to protect against fraud, system failures, criminal activity, or other risks:

- i. limit the number and value of transactions on individual accounts and on the Platform;
  - ii. prohibit transactions from any third party wallet, platform, or system; and/or
  - iii. suspend or terminate any transaction, or require additional verification before completing such transaction.
- g. All Transactions Final. All transactions made using the Platform are final and non-refundable. OpenLocker is not able to reverse any transaction. OpenLocker has no liability for transactions that contain inaccurate or incorrectly formatted data, or are sent to the wrong destination.
- h. Disputes.
  - i. Suspension of Account. If OpenLocker believes that any NFTs associated with your account are not lawfully yours, OpenLocker has the right to suspend your account until the issue is resolved to OpenLocker's satisfaction. OpenLocker is not liable for any losses you may during any suspension, or as a result of termination of your access to the Platform. OpenLocker has the right to report illegal or suspicious activity to the relevant authorities.
  - ii. Final Decision. OpenLocker reserves the right to be the final decision maker on any disputes arising from purchases made via the Platform, including transactions between OpenLocker members.
- i. User-Generated Content. OpenLocker may provide the means for Users to post content on the Platform, including in forums or other online communities. This includes content about NFTs you may offer for sale. You are solely responsible for any content (including, without limitation, images, audio, video, and text) that you upload to the Platform ("User Content").
  - i. License to User Content. By posting User Content on the Platform, you grant OpenLocker a worldwide, royalty-free, perpetual, irrevocable and transferable right to use, copy, reproduce, perform, distribute, display, publish, sell, and create derivative works of, the User Content, and to grant third party sublicensees these same rights in the User Content.
  - ii. User Content Warranties. You represent and warrant that: (a) you own the User Content you post on the Platform or otherwise have the right to grant the license set forth in this section; (b) your User Content does not



violate the privacy rights, publicity rights, intellectual property rights, or any other rights of any person or entity, or slander, defame, or malign any other person or entity; and (c) the posting of User Content on the Platform does not cause a breach of any contract between you and a third party. You are solely responsible for any fees or expenses associated with your posting the User Content on the Platform, including but not limited to royalties payable to third parties.

- iii. Removal of User Content. OpenLocker has the right, but no obligation, to review User Content and remove any material that does not comply with this Agreement or that OpenLocker in its sole discretion finds inappropriate, offensive, or potentially or actually harmful to other Users, OpenLocker's suppliers, or OpenLocker's business interests.
- iv. User Content Becomes OpenLocker Property. OpenLocker has no obligation to treat any User Content as confidential, or to act on any suggestions that you provide. Any ideas you post as User Content will become the property of OpenLocker, and may be used for OpenLocker's commercial purposes without notice or payment to you.
- f. Third Party Sites. The Platform may include links to other sites or platforms that are provided by third parties ("Third Party Sites"). Links from the Platform are not endorsements, and OpenLocker is not responsible for the content or operation of any Third Party Sites. You access any Third Party Sites at your own risk.

### 3. Fees, Payment, and Taxes.

- a. Transaction Fees. Transactions on the Platform are subject to fees, which OpenLocker determines from time to time in its sole discretion. Current fees will be posted at openLocker.io, and may include any or all of the following:
  - Commissions payable to OpenLocker on purchases and sales of NFTs, Collectibles, and Experiences.
  - Service fees payable to OpenLocker in consideration for use of the Platform, Wallet, transferring NFTs to third party wallets and systems, and other Services.
  - "Gas" fees paid in connection with Ethereum.
  - Payments to third parties associated with NFTs and other items offered by these third parties on the Platform.
  - Credit card fees, if you use a credit card to complete a transaction.

- b. Methods of Payment. Payments on the Platform must be made in US dollars or cryptocurrency. Payments in US dollars are payable with a credit card, debit card, or other methods approved by OpenLocker in its sole discretion. You authorize us to charge your payment method for the total amount of your purchase price and any related fees.
- c. Sufficient Funds Required. Your OpenLocker Wallet must hold sufficient funds to pay for any transactions you initiate, including associated fees payable to OpenLocker or any third party. If your OpenLocker Wallet does not hold sufficient funds, your requested transaction may be blocked, might fail, or may result in your account being suspended temporarily or permanently.
- d. Third Party Payment Processors. OpenLocker may use third parties to process payments or authorize transactions, and we are not responsible or liable for any acts or omissions of these third parties.
- e. Taxes.
  - i. Determining Type and Amount of Taxes. You are solely responsible for determining the type and amount, if any, of taxes that apply to your use of the Platform, including any transactions you make on the Platform. Neither OpenLocker nor its third party providers are responsible for determining the type or amount of taxes that apply to such transactions.
  - ii. Payment of Taxes. Except for taxes on OpenLocker's income, you will pay or reimburse us for all national, federal, state, local or other taxes, including import and export taxes, customs taxes, VAT, taxes required under tax treaties or other international laws, and payments required in lieu of taxes, which may be imposed now or later by any taxing jurisdiction ("Tax Payments"). You agree that you have no right to offset any Tax Payments from payments you make to us. If a government or other authority imposes Tax Payments after the date of your purchase, OpenLocker reserves the right to require you to pay or reimburse us for any such amounts promptly on our notice to you.

#### 4. Intellectual Property Rights.

- a. Limited License to Use the Platform. Subject to your full compliance with this Agreement and any Additional Terms, OpenLocker grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to access and use the Platform for your personal, non-commercial use only. This limited license does not give you any ownership of, or any other intellectual property interest in, the Platform.
- b. License to NFT Content.

- i. Limited License. Upon payment in full of all fees due to OpenLocker for an NFT, OpenLocker grants you, solely for your personal use, a limited, non-exclusive, revocable license to access, use, and display the NFT's content, which may include images, text, animations, video, audio, and software code (the "NFT Content"). This license is non-transferable and non-sublicensable, except as part of a sale or other transfer of the NFT in accordance with the terms of this Agreement and any Additional Terms. Purchasing an NFT does not give you any rights in the NFT Content, except as expressly permitted by this Agreement and any Additional Terms.
    - ii. Changes to Rights. These rights may be modified, expanded, or limited by applicable law and Additional Terms. OpenLocker may suspend or terminate this license without advance notice, as necessary or desirable to protect against fraud, system failures, criminal activity, or other risks. OpenLocker will not be liable for any damages in connection with such suspension or termination.
  - c. Rights in Platform Content. All content on the Platform (including, without limitation, names, logos, text, graphics, video, audio, and software) is protected by copyright, trademark, and other laws. You may not use the OpenLocker logo, the OpenLocker name, OpenLocker's taglines, or any other content on the Platform without the prior written permission of OpenLocker or the respective owner(s) of the applicable content. OpenLocker reserves all rights not expressly granted in and to the content on the Platform.
5. Your Obligations. In order to use the Platform, you agree to the following obligations, in addition to the other requirements in this Agreement and any Additional Terms.
- a. Equipment and Connectivity. You must maintain appropriate computer equipment and internet connectivity for accessing the Platform. The Platform is cross-browser compatible, but optimized for Chrome, Safari and Firefox.
  - b. Security. You understand and agree you are solely responsible for taking the necessary security measures to protect your account and personal information. OpenLocker makes no warranty, guarantee, or representation that the Platform is protected from viruses, security threats, or other vulnerabilities. We will not be liable for any loss or damage of any kind to you or any third party arising from your inability or failure to protect your account or personal information.
6. Prohibited Activities.
- a. Use of Platform. When using the Platform, you may not:

- display, repost, distribute, modify, sublicense, sell, or make any non-personal or commercial use of the Platform without OpenLocker's prior written permission in each case;
- remove any proprietary notices from the Platform;
- market or advertise goods or services on the Platform;
- commit fraud or misrepresentation of any sort, or fail to provide true, accurate, and complete information when using the Platform;
- misuse any intellectual property of OpenLocker, its suppliers, or any third party;
- send spam messages to OpenLocker or any user of the Platform;
- use bots or scripts to buy or sell NFTs on the Platform, or to otherwise make use of the Platform in any way;
- upload any type of malicious code to the Platform, or use any means to disrupt the Platform's operations;
- scrape, data mine, or collect information from the Platform, including but not limited to NFT data, pricing, and other users' contact information or usernames;
- let any third party user your account on the Platform;
- impersonate any other user of the Platform, or use any other user's account or login credentials;
- use the Platform to harass, threaten, libel, or compromise the privacy of any Platform user or third party;
- upload any material to the Platform (including in any NFT, whether made available for sale or stored in a personal collection) that is obscene, pornographic, violent, discriminatory, or otherwise offensive;
- upload any material to the Platform (including in any NFT, whether made available for sale or stored in a personal collection) that contains the name, image, or likeness of an individual who has not given you express prior written permission for this use;
- use the Platform in any way that is, or may be damaging to, the Platform;

- use the Platform in any way that negatively affects other users' access to or experience of the Platform;
  - use the Platform in any way that causes, or may cause, harm to any person or entity; or
  - use the Platform in any way that does not comply with applicable law, this Agreement, or any Additional Terms.
- b. Use of NFTs. With regard to NFTs you have purchased, whether minted by NFTs that are made available on the Platform, or NFTs that you have transferred from a third party platform, regardless of whether these NFTs were minted by OpenLocker or a third party, you may not:
- use the NFT or any NFT Content to market or advertise goods or services;
  - modify the NFT or any portion of the NFT Content in any way, except to the extent expressly permitted by the creator or licensor of the NFT Content;
  - cause the NFT or any portion of the NFT Content to be combined with or embedded in any other content or media;
  - use the NFT in any way that infringes, or is likely to infringe, on the intellectual property rights of any third party; or
  - use the NFT or NFT Content in connection with any illegal activity, hate speech, violence, inappropriate or obscene content, or in any way that could harm the reputation of OpenLocker or any individual whose name, image, likeness, trademarks, copyrighted material, or other identifiers appear in connection with the NFT.
- c. Illegal NFTs. THE SALE OF NFTS CONTAINING UNAUTHORIZED CONTENT, FRAUDULENTLY OBTAINED NFTS, AND OTHER ILLEGALLY OBTAINED NFTS IS STRICTLY PROHIBITED. Listing illegally obtained NFTs may result in your listings being canceled, the contents of your account being deleted, or your account being suspended or terminated.
7. Risks of Buying and Owning NFTs. You accept the following risks and obligations as a condition of using the Platform:
- a. No Intrinsic Value. There is no guarantee that any NFT or other item traded on the Platform will have any resale value. NFTs and similar digital assets are collectibles and have no intrinsic value, so you may face a complete risk of loss. You agree and acknowledge that you are purchasing NFTs as collectibles for personal enjoyment, and not for investment or speculative purposes.

- b. No Guarantee of Authenticity or Functionality. OpenLocker is not responsible for determining the authenticity or functionality of any NFT. NFTs may be counterfeit, contain mislabeled data, may experience metadata decay, may be on smart contracts that contain bugs, and may become untransferable.
- c. Responsibility for Research. You are solely responsible for researching whether to bid on, buy, or sell any NFT, Collectible, or Experience. The information provided on the Platform is not investment or professional advice.
- d. No Direct Storage of NFTs. The Platform, including any wallets offered by OpenLocker, do not receive, store, or send cryptocurrency assets, which are maintained on the applicable blockchain.
- e. Irreversible Transactions. Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- f. Changes in Law. Laws governing blockchain technologies and NFTs are evolving rapidly and are subject to change. OpenLocker may modify terms of the Platform accordingly, and there is no guarantee that the Platform will continue in its current format.
- g. Third Party Providers. OpenLocker relies on third-party providers to maintain Wallets and perform transactions on the Platform. OpenLocker is not liable for any changes to the Platform, or losses or damages you may incur, due to a change in OpenLocker's relationship with any third-party provider, or such third party provider's unavailability or failure.
- h. Network Vulnerabilities. The Platform and its associated networks may contain unknown vulnerabilities. They may also experience unanticipated changes in network protocols, and/or forks or rollbacks of NFTs, networks, or blockchains. OpenLocker will not be responsible for any loss you suffer as a result of any of these events.

8. Disclaimers of Warranty.

- a. No Liability for Theft or Loss. Although OpenLocker uses commercially reasonable measures to provide security for the Platform, OpenLocker is not liable for losses or thefts of NFTs, Collectibles, or Experiences due to your acts or omissions, or the acts or omissions of third parties.
- b. Lost Property. OpenLocker has no obligation to you to store any NFT, Collectible, or Experience, or assist in recovering any lost or deleted NFT, Collectible, or Experience.

- c. No Guarantees of Authenticity. Openlocker makes no guarantees about the identity, legitimacy, or authenticity of any NFT, Collectible, or Experience offered on the Platform.
  - d. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED AS-IS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. OPENLOCKER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY OR ACCURACY. OPENLOCKER DOES NOT WARRANT THAT THE FUNCTIONS OF THE PLATFORM AND THE MATERIALS CONTAINED HEREIN WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR THE NETWORKS USED TO OPERATE IT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NOTHING ON THE PLATFORM SHALL BE CONSTRUED AS PROVIDING ADVICE OR RECOMMENDATIONS TO YOU.
  - e. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, OPENLOCKER MAKES NO REPRESENTATION THAT MATERIALS ON THE PLATFORM ARE APPROPRIATE OR AVAILABLE FOR USE IN ANY LOCATION. THOSE WHO CHOOSE TO ACCESS THE PLATFORM DO SO BY THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE INFORMATION CONTAINED ON THE PLATFORM IS NOT AN OFFER TO SELL OR A SOLICITATION TO BUY ANY PRODUCT OR SERVICE OFFERED BY OPENLOCKER.
  - f. NEITHER OPENLOCKER NOR ANY OF ITS THIRD PARTY PROVIDERS WILL BE RESPONSIBLE OR LIABLE TO YOU FOR ANY CLAIMS BASED ON: (A) USER ERRORS, INCLUDING INCORRECTLY PERFORMED TRANSACTIONS OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS; (C) CORRUPTED WALLET FILES; OR (D) ANY UNAUTHORIZED THIRD ACTIVITIES, INCLUDING WITHOUT LIMITATION HACKING OR PHISHING. YOU AGREE AND ACKNOWLEDGE THAT THIS DISCLAIMER IS ESSENTIAL TO OPENLOCKER'S ABILITY TO PROVIDE THE PLATFORM AND RELATED SERVICES.
9. Indemnification. You agree to defend, indemnify and hold OpenLocker, our affiliates, suppliers, and licensors and each of our respective officers, agents, partners and employees (the "OpenLocker Parties") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising from: (1) your breach of this Agreement; (2) any claim that you have infringed the rights of a third party (including without limitation intellectual property rights); (3) your violation of applicable law; (4) your acts or omissions in connection with the Platform; and/or (5) your acts or omissions in connection with any NFT, Collectible, or Experience you buy, sell, offer, trade, view, or store on the Platform.

10. Limit on Liability. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL OPENLOCKER OR THE OPENLOCKER PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM, EVEN IF OPENLOCKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OPENLOCKER'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO OPENLOCKER FOR ACCESSING THE PLATFORM. OPENLOCKER ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE PLATFORM OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE PLATFORM.
11. DMCA Notices. If you believe your copyright-protected work was posted on the Platform without your consent, you may send us a copyright infringement notification. Only the copyright owner or their authorized agent can send these notifications. Please provide detailed information about the content you believe is infringing, as well as evidence for this claim. This information can be sent to [contact@openlocker.io](mailto:contact@openlocker.io) with the subject line "DMCA Request."
12. General.
  - a. Entire Agreement. This Agreement, together with any additional terms, conditions, or policies referenced in it (including the Privacy Notice and Additional Terms) are the entire understanding between you and OpenLocker regarding the subject matter of this Agreement.
  - b. Governing Law. This Agreement is governed by the internal laws of the State of New York, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. You submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York for the resolution of any disputes.
  - c. Enforceability. If any part of this Agreement is found to be unenforceable, then unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision. The rest of the Agreement will continue to be fully enforceable.
  - d. No Waiver. OpenLocker's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.
  - e. Force Majeure. OpenLocker will not be responsible for performing any obligation if prevented from doing so by events outside OpenLocker's control ("Force



Majeure Events”). Force Majeure Events include, but are not limited to: acts of governmental authorities; war or terrorism; any epidemic or pandemic; Internet or blockchain malfunctions; and attacks on networks used to operate the Platform.

- f. Assignment. OpenLocker has the right to assign, transfer, and subcontract its rights and/or obligations under this Agreement without any notification or consent required. However, you may not assign, transfer, or subcontract any of your rights and/or obligations under this Agreement. Your account on the Platform is personal to you and you may not transfer it to any third party.
- g. Arbitration; No Class Action. As a condition of using the Platform, you agree that any and all disputes and claims (collectively, "Disputes") arising out of this Agreement (or breach hereof) will be resolved by by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT.

YOU ALSO AGREE THAT ANY DISPUTES WILL BE RESOLVED INDIVIDUALLY AND NOT THROUGH ANY CLASS ACTION. IF A DISPUTE PROCEEDS IN COURT ANYWAY, YOU AND OPENLOCKER BOTH WAIVE ANY RIGHT TO A JURY TRIAL.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS SECTION, EITHER YOU OR OPENLOCKER MAY SEEK A COURT INJUNCTION REGARDING INTELLECTUAL PROPERTY INFRINGEMENT.

- h. Survival. The following sections of this Agreement will survive its termination for any reason: 1(d) (Electronic Communications); 1(g) (Responsibility for Account Activities); 1(i) (Inactive Accounts); 1(j) (OpenLocker Rights and Account Management); 1(m) (Additional Terms); 2(f) (Additional Safeguards for Transactions); 2(g) (All Transactions Final); 2(h) (Disputes); 3(e) (Taxes); 7 (Risks of Buying and Owning NFTs); 8 (Disclaimers of Warranty); 9 (Indemnification); 10 (Limit on Liability); and 12 (General).