

MomentRanks Terms of Use Agreement

Last Updated Date: 2/12/23

PLEASE READ THIS TERMS OF USE AGREEMENT (THE **"TERMS OF USE"**) CAREFULLY. THIS AGREEMENT APPLIES TO THE COMPANY WEBSITE (**"WEBSITE"**) AND THE INTERFACE AVAILABLE ON OR ENABLED VIA THE WEBSITE (THE **"INTERFACE"**) WHICH IS OWNED AND OPERATED BY MOMENTRANKS, INC. (**"COMPANY," "WE," OR "US"**). THE PLATFORM ACTS AS AN INTERFACE THAT ENABLES USERS, OR GROUPS OF USERS, TO ACCESS THE ETHEREUM BLOCKCHAIN IN ORDER TO PURCHASE OR SELL NON-FUNGIBLE TOKENS (EACH, AN **"NFT"**). THESE TERMS OF USE GOVERN THE USE OF THE WEBSITE AND APPLY TO ALL INTERNET USERS VISITING THE WEBSITE OR ANY OF THE SERVICES ENABLED THEREBY (**"USERS"**). BY ACCESSING OR USING THE WEBSITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WEBSITE (EACH A **"SERVICE"** AND COLLECTIVELY, THE **"SERVICES"**), CONNECTING ANY DIGITAL WALLET, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM **"YOU"** REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

THE TERMS OF USE INCLUDE (1) YOUR AGREEMENT THAT COMPANY HAS NO LIABILITY REGARDING THE SERVICES; (2) YOUR AGREEMENT THAT THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY (SECTION 11 (DISCLAIMER OF WARRANTIES)); (3) YOUR CONSENT TO RELEASE COMPANY FROM LIABILITY (SECTION 9 (RELEASE)); AND (4) YOUR AGREEMENT TO INDEMNIFY COMPANY FOR YOUR USE OF, OR INABILITY TO USE, THE SERVICES (SECTION 12 (INDEMNIFICATION)).

PLEASE BE AWARE THAT SECTION 15 CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND COMPANY. AMONG OTHER THINGS, SECTION 15 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 15 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 15 CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

YOU ARE SOLELY RESPONSIBLE FOR PAYMENT OF ANY TAXES ON YOUR INCOME. THE PURCHASE, SALE, OR OTHER ACQUISITION OR DISPOSITION OF ANY DIGITAL ASSETS, INCLUDING WITHOUT LIMITATION THE RECEIPT OR GRANT OF ANY PROPOSAL (AS DEFINED BELOW), MAY CONSTITUTE A TAXABLE EVENT IN YOUR

JURISDICTION. COMPANY MAKES NO REPRESENTATIONS ABOUT, AND DISCLAIMS ALL LIABILITY WITH RESPECT TO, ANY SUCH TAXES OWED BY YOU.

Your use of, and participation in, certain Services may be subject to additional terms ("**Supplemental Terms**") and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the "**Agreement.**"

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY COMPANY IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Company will make a new copy of the Terms of Use Agreement available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. Company may require you to provide consent to the updated Agreement in a specified manner before further use of the Website and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. OUR SERVICES.

1.1 Company Interface. Company provides an Interface that enables Users to access the Ethereum blockchain protocol (the "**Protocol**") in order to offer, sell and/or purchase NFTs and other digital assets (collectively, "**Digital Assets**"), either individually or as a group. As an interface that interacts with the Protocol, we do not own or sell the Digital Assets or process any transactions related to the purchase and sale of Digital Assets, so the actual contract for sale is directly between the individuals seeking to sell NFTs ("**Sellers**") and individuals seeking to buy Digital Assets ("**Buyers**"). The Company's Interface is one, but not the exclusive means, of accessing the Protocol. While we may, in our discretion, help facilitate the resolution of disputes through various programs, Company has no control over and does not guarantee the existence, authenticity, quality, safety or legality of any Digital Asset; the truth or accuracy of Users' content; the ability of Sellers to sell Digital Assets; the ability of Buyers to pay for Digital Assets; or that a Buyer, or group of Buyers, and Seller, or group of Sellers, will actually complete a transaction.

1.2 Account Creation. In order to use certain features of the Services, you must connect a compatible digital wallet ("**Linked Wallet**") to the Services and may be asked to provide certain information to us in connection with such features or services ("**Registration Information**"). Your access to and use of the Services through your Linked Wallet is considered your "**Account.**" You agree that: (i) all Registration Information you submit in connection with your use of the Services is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) you will maintain the security of your Linked Wallet and accept all risks of unauthorized access to your Linked Wallet and to the Registration Information you provide to us. Company may suspend or terminate your Account and future access to the Services in accordance with this Agreement.

1.3 Community Services. Our Services include, without limitation, certain Services that enable Users to create, participate in, and/or moderate decentralized autonomous organizations

("DAOs") and other online communities comprised of other Users (each, including DAOs, a "Community").

(a) Limited Access Services. Certain Services may only be made available to Users or to a subset thereof.

(b) Token-Gated Access. In order to access certain Content and/or Services, including without limitation to access a particular Community, you may need to have certain Digital Assets and/or Connected Content in your Linked Wallet. We are not liable for, and take no responsibility for, any failure or incompatibility of any such Digital Assets and/or Connected Content.

(c) Communities. Communities are made available through the Services, and all User activity on or in connection with such Communities is subject to (i) this Agreement, and (ii) any supplemental terms applicable to such Community to the extent such terms do not conflict with this Agreement ("**Community Guidelines**"). When you join or otherwise participate in any Community, you acknowledge and agree that the terms of this Agreement and the applicable Community Guidelines apply to all such participation. Certain Users may have additional permissions and/or responsibilities with respect to a Community, including without limitation moderating such Community to ensure that all User Content (as defined below) made available through such Community complies with this Agreement and the applicable Community Guidelines. You expressly acknowledge and agree that such Users, and not Company, are responsible for any action or inaction taken by such Users.

(d) Community Proposals. Users within a Community may use the Services to initiate a funding request for an action to be taken by such Community (each, a "**Proposal**"). Other Users within a Community may add to or discuss such Proposal using comment features and other interactive features enabled through the Services. If a Community chooses to approve such Proposal in accordance with the applicable Community Guidelines, the Proposal will be deemed finalized.

(i) Each Proposal and all User Content (as defined below) made available by a User in connection therewith will be made publicly available, unless otherwise set forth in connection with such Proposal, or unless the applicable Community customizes such Proposal's privacy settings in accordance with the then-current functionality of the Services. Company reserves the right, but has no obligation, to archive or delete any Proposal or User Content if Company in its sole discretion determines that such Proposal and/or User Content violates this Agreement or applicable law.

(ii) Proposals may include one or more smart contracts and may set forth certain milestones that will trigger an action by each such smart contract. Company does not control such smart contracts and cannot disable or prevent any such actions from being triggered.

(iii) Proposals may include the collection, custody and/or payment of Digital Assets (collectively, "**Payment Services**"). All Payment Services are provided by third-party service providers and may be subject to additional terms, including without limitation the payment of fees. When you use the Payment Services, you are using Company's services to help facilitate the drafting of transaction messages that are processed by and effected on third-party blockchains. Company does not perform, and is not capable of performing, any transactions, nor sending of any transaction messages on your behalf.

(iv) **Community Grants.** Users may use the Services to vote for and fund certain Proposals that are designed to receive continuous funding in accordance with the allocation of such User votes ("**Grants**"). Funding for Grants is sourced from a pool of User donations (each, a "**Grant Pool**") and allocated in accordance with quadratic funding principles, unless otherwise set forth on the Services in connection with the applicable Grant. You acknowledge that donating to a Grant Pool does not guarantee that any Proposal you support will receive a Grant, and that Grants are allocated in accordance with the then-current governing principles for such Grants.

1.4 Company Communications. By entering into the Agreement or using the Services, you agree to receive communications from us, including via e-mail or Discord. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning us and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

1.5 Transactions Between Buyers and Sellers. A Seller of a specific Digital Asset (including without limitation any Community acting as Seller) can use the Interface to sell Digital Assets via the Interface with the Protocol. Members of a Community or the broader Company community may vote on the price to be set with respect to any Digital Asset; *provided, that*, the Company ultimately reserves the right to determine the appropriate price. Once the applicable reserve price has been met, a smart contract will automatically be formed on the Protocol to transfer each Seller's ownership interests (in a form and manner determined by the Seller, which may include the form of tokens) to the applicable Buyer(s). For the avoidance of doubt, the purchase and sale of Digital Assets, including without limitation the transfer of cryptocurrency and Digital Assets from Buyer to Seller and vice versa, takes place via the Protocol.

1.6 Interactions with Other Users; Disclaimers.

(a) Company does not participate in transactions. Except where Company is participating in a transaction as a Buyer or a Seller, Company is not a party to, and does not provide services that facilitate, any such transaction. We do not take part in any interaction between Users; *provided, that*, Company reserves the right to assist and intercede in interactions between Users. We do not verify or attempt to verify the authenticity or existence of any NFTs featured on the Website. Company makes no representations about the suitability, reliability, timeliness or accuracy in public, private or offline interactions.

(b) When interacting with other Users you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know. NEITHER COMPANY NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES. COMPANY AND ITS AFFILIATES AND LICENSORS WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE SERVICES.

1.7 Relationship between You and Company. You acknowledge and agree that you are an independent contractor and not a partner, joint venturer, agent or employee of Company, and neither this Agreement nor your use of the Services shall create an association, partnership, joint venture, or

relationship of principal and agent, master and servant, or employer and employee, between you and Company. You are not eligible to participate in any of our employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs, and are solely responsible for all tax withholding, Social Security, Worker's Compensation Insurance, FICA, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pensions, and other obligations or benefits in connection with your use of the Services and any revenue earned by you thereunder.

1.8 Assumption of Risk Related to Blockchain Technology. You acknowledge and agree that:

(a) THE PURCHASE AND/OR SALE OF ANY DIGITAL ASSET MAY BE A TAXABLE EVENT IN YOUR JURISDICTION. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHAT, IF ANY, TAXES APPLY TO TRANSACTIONS INVOLVING YOUR DIGITAL ASSETS. Neither Company nor any other Company entity is responsible for determining the taxes that may apply to transactions involving Digital Assets.

(b) The prices of digital 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 and do not guarantee that any purchasers of Digital Assets will not lose money.

(c) Digital Assets exist and can be transferred only by virtue of the ownership record maintained on the blockchain supporting such Digital Assets. Any transfer of Digital Assets occurs within the supporting blockchain. Company makes no representations or warranties about the quality or availability of any supporting blockchain.

(d) There are risks associated with using Digital Assets and cryptocurrency, 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 digital wallet.

(e) The legal and regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the utility of Digital Assets.

(f) There are risks associated with purchasing user-generated User Content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, errors of User inputs and assets that may become untransferable. Company has no responsibility for any counterfeit assets that mimic Company assets.

(g) Company reserves the right to hide Digital Assets, and other assets that Company suspects or believes may violate this Agreement. Digital Assets you purchase may become inaccessible on the Services. Under no circumstances shall the inability to view Digital Assets on the Services serve as grounds for a claim against Company.

(h) Company has no responsibility for the Digital Assets, sold, bought or traded on the Services. Company does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality or value of any Digital Assets created or traded on the Services. For the avoidance of doubt, Company shall have no responsibility for any failure of any User

to comply with any terms regarding the authenticity, originality, uniqueness, scarcity or other description or characteristics of the Digital Assets furnished by or on behalf of that User and available via the Services.

2. USE OF THE SERVICES. The Interface, the Services, and the information and content provided by the Company that is available on the Website and the Services (as these terms are defined herein) (the “Services”) are protected by copyright laws throughout the world. Subject to the Agreement, Company grants you a limited license to access and use the Interface to procure or sell listed items and materials through the Interface. Unless otherwise specified by Company in a separate license, your right to use any and all Services is subject to the Agreement.

2.1 Updates. You understand that Services are evolving. You acknowledge and agree that Company may update Services with or without notifying you. You may need to update third-party software from time to time in order to use Services.

2.2 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Services or any portion of Services, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Services (including images, text, page layout or form) of Company; (c) you shall not use any metatags or other “hidden text” using Company’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Services. Any future release, update or other addition to Services shall be subject to the Agreement. Company, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of the Services terminates the licenses granted by Company pursuant to the Agreement. Investigations. Company may in its sole discretion, but is not obligated to, monitor or review your use of the Services at any time.

2.3 Digital Asset Restrictions. You agree that you will not, and you will not cause or permit any third party to: (a) use or attempt to use a Linked Wallet that is not yours without authorization; (b) create, list, transact in, or otherwise make available counterfeit Digital Assets on or through the Services; (c) attempt to circumvent any content-filtering techniques we employ, or attempt to access any feature or area of the Services that you are not authorized to access; (d) use the Services for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or this Agreement, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Services; engage in or knowingly facilitate any “front-running,” “wash trading,” “pump and dump trading,” “ramping,” “cornering” or fraudulent, deceptive or manipulative trading activities, including without limitation: (i) trading a Digital Asset at successively lower or higher prices for the purpose of creating

or inducing a false, misleading or artificial appearance of activity in such Digital Asset, unduly or improperly influencing the market price for such Digital Asset or establishing a price which does not reflect the true state of the market in such Digital Asset; (ii) for the purpose of creating or inducing a false or misleading appearance of activity in a Digital Asset or creating or inducing a false or misleading appearance with respect to the market in a Digital Asset: (1) executing or causing the execution of any transaction in a Digital Asset which involves no material change in the beneficial ownership thereof; (2) entering any order for the purchase or sale of a Digital Asset with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Digital Asset, has been or will be entered by or for the same or different parties; or (3) participating in, facilitating, assisting or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of a Digital Asset; (e) use the Services to carry out any financial activities subject to registration or licensing, including but not limited to using the Services to transact in securities, debt financings, equity financings or other similar transactions; or (f) Use the Services to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that (1) are redeemable for financial instruments, (2) give owners rights to participate in an ICO or any securities offering, or (3) entitle owners to financial rewards, including but not limited to, decentralized finance (“**DeFi**”) yield bonuses, staking bonuses, and burn discounts.

2.4 Investigation. If Company become aware of any possible violations by you of any provision of the Agreement, including without limitation any violations of applicable law, Company may investigate such violations, and, at its sole discretion, immediately suspend or terminate your license to use the Services without prior notice to you. If, as a result of the investigation, Company believes that criminal activity may have occurred, Company reserves the right, but Company will not have any obligation, to refer the matter to, and to cooperate with, any and all applicable legal authorities. Company is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Service, including your Content, in Company’s possession in connection with your use of the Services, (i) to comply with applicable laws, legal process or governmental request; (ii) to enforce this Agreement, (iii) to respond to any claims that User Content violates the rights of third parties, (iv) to respond to your requests for customer service, or (v) to protect the rights, property or personal safety of Company, its Users, or the public, and all law enforcement or other government officials, as Company in its sole discretion believes to be necessary or appropriate. By agreeing to this Agreement, you hereby provide your irrevocable consent to the foregoing. You acknowledge and agree that you have no expectation of privacy concerning your use of the Services, including without limitation text, voice, or video communications.

2.5 Beta Products. Company grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to access and use certain trial or beta products or features (collectively, “**Beta Products**”) as such Beta Products may be offered by Company from time to time. The decision to permit any user to test Beta Products is made in Company’s sole discretion. You acknowledge that any Beta Products to which you are given access are in a beta stage of development, and you use any Beta Products at your own risk.

3. LINKED WALLETS. Certain terms apply to your use of Linked Wallets.

3.1 By granting the Company access to any Linked Wallet (i) you represent and warrant that you are entitled to link the Services with to such Linked Wallet(s); AND (ii) you represent and warrant that you are in good standing with respect to such Linked Wallets, including with respect to any

account you have with the provider(s) of such Linked Wallets. You acknowledge and agree that the performance of each Linked Wallet, including access to and use thereof and uptimes related thereto, is solely determined by the applicable provider of the relevant Linked Wallet. The Company will have no liability for any unavailability of any Linked Wallet, or any third-party provider's decision to discontinue, suspend or terminate any Linked Wallet.

3.2 Connected Content. When you connect a Linked Wallet to the Service, you acknowledge and agree that the Service may enable us to access, analyze, and display certain information, data, text, software, music, sound, messages, tags and/or other materials accessible through such Linked Wallet, including, without limitation, information regarding digital assets stored in such Linked Wallet (collectively, "**Connected Content**"). Company is not liable to you in connection with our or any third party's use of the Service to view such Connected Content. COMPANY DISCLAIMS ANY LIABILITY FOR CONNECTED CONTENT, INCLUDING, WITHOUT LIMITATION, PERSONALLY IDENTIFIABLE INFORMATION DISCLOSED OR MADE AVAILABLE TO IT IN A MANNER INCONSISTENT WITH PRIVACY SETTINGS FOR SUCH LINKED WALLETS. Company has no obligation to review any Connected Content for your benefit or for that of any other User, including, but not limited to, for provenance, authenticity, accuracy, legality, or noninfringement, and Company is not responsible for any Connected Content. Unless otherwise specified in this Agreement, you are solely responsible for all Connected Content. Please note that if a Linked Wallet becomes unavailable, or our access to such Linked Wallet is terminated by the applicable third-party service provider, then Connected Content may no longer be available on and through the Service and your ability to access and/or use the Service may change.

4. OWNERSHIP.

4.1 Services. You agree that Company and its suppliers own all rights, title and interest in Services.

4.2 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to Company through its suggestion, feedback, wiki, forum, or similar pages ("**Feedback**") is at your own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Services and/or Company's business.

5. RESPONSIBILITY FOR CONTENT.

5.1 Types of Content. You acknowledge that all data, images, text, and other materials made available on or through the Services ("**Content**") shall be the sole responsibility of the party from whom such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available, and that you and other Users, and not Company, are similarly responsible for all Content that you and they make available through the Services ("**User Content**").

5.2 No Obligation to Pre-Screen Content. You acknowledge that we have no obligation to pre-screen Content (including, but not limited to, User Content), although we reserve the right in our sole discretion to monitor, pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of your User Content, including without limitation chat, text, or voice communications. In the event that Company pre-screens, refuses or removes any Content, you acknowledge that Company will do so for our benefit, not yours. Without limiting the foregoing, we shall have the right to remove any Content that violates the Agreement or that we otherwise determine in our sole discretion is objectionable.

5.3 Third-Party Materials. As a part of the Services, you may have access to materials that are provided or hosted by another party. You agree that it is impossible for Company to monitor such materials and that you access these materials at your own risk.

5.4 Storage. Unless expressly agreed to by us in writing elsewhere, we have no obligation to store any of your User Content that you make available on the Services. Company has no responsibility or liability for the deletion or accuracy of any Content, including your User Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of the Services. Certain Services may enable you to specify the level at which such Services restrict access to your User Content. You are solely responsible for applying the appropriate level of access to your User Content. If you do not choose, the system may default to its most permissive setting. You agree that we retain the right to create reasonable limits on our use and storage of the Content, including your User Content, such as limits on file size, storage space, processing capacity, and similar limits as determined by us in our sole discretion.

6. USER CONDUCT. As a condition of use, you agree not to use Services for any purpose that is prohibited by this Agreement or by applicable law. You shall not (and shall not permit any third party) to either (a) take any action or (b) make available any content, including NFTs, on or through Services that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, misleading, false, defamatory, libelous, pornographic, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, profane or racially, ethnically, or otherwise discriminatory; (iii) bypasses our robot exclusion hardware, interferes with the working of the Interface, or imposes an unreasonable or disproportionately large load on our infrastructure; (iv) breaches or circumvents any laws, third party rights or our systems, policies, or determinations of your account status; or (v) attempts to engage in or engages in, any potentially harmful acts that are directed against Services, including but not limited to violating or attempting to violate any security features of Services, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in Services, introducing viruses, worms, or similar harmful code into Services, or interfering or attempting to interfere with use of Services by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" Services.

7. INTERACTIONS WITH OTHER USERS.

7.1 User Responsibility. You are solely responsible for your interactions with other Users and any other parties with whom you interact; provided, however, that Company reserves the right, but has

no obligation, to intercede in such disputes. You agree that Company will not be responsible for any liability incurred as the result of such interactions.

7.2 Digital Assets Provided by Other Users. Services may feature NFTs and other Digital Assets provided by other Users. Company is not responsible for and does not control any such Digital Assets. Company has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to, Digital Assets. You use all Digital Assets and interact with other Users at your own risk.

8. FEES AND PAYMENT POLICY. The fees that the Company charges for using the Interface (“Fees”) are listed on our protocol rewards / fees page, which is accessible on the Website. We may change our Fees from time to time by posting the changes on the Website. The new Fee(s) will apply to purchases on or through the Interface after the changes are posted to the Website.

8.1 Payment of Fees. Buyers contract directly with Sellers for the purchase of Digital Assets via the Protocol. The Company is not a party to any such sales. The Company facilitates these sales through hosting the Interface and by facilitating the exchange of money as described below. All payments must be made through the Interface. The Company’s Fee for each purchase on the Interface is deducted from the purchase price paid by the Buyer, with the remainder remitted to the Seller. You understand and agree that the Company itself does not process the transmission of funds and thus it is not a separate and discrete service that the Company provides in addition to the Interface.

8.2 Refunds. The Company has no obligation to provide refunds or credits, but may grant them in extenuating circumstances in the Company’s sole discretion.

8.3 Taxes. The amounts paid under this Agreement do not include any Sales Tax that may be due in connection with any Services provided under this Agreement. If the Company determines it has a legal obligation to collect Sales Tax from a User in connection with this Agreement, the Company shall collect such Sales Tax in addition to the amounts required under this Agreement. If any Services, or payments for any Services, under the Agreement are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to the Company, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify the Company for any liability or expense the Company may incur in connection with such Sales Taxes. Upon the Company’s request, you will provide it with official receipts issued by the appropriate taxing authority, or such other evidence that you have paid all applicable taxes. For purposes of this section, “**Sales Tax**” shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

9. RELEASE. The Company expressly disclaims any liability that may arise between Users of its Interface. The Interface is only a venue for connecting Buyers with Sellers. Because the Company is not a party to the actual contracts between Buyers and Sellers, in the event that you have a dispute with one or more Users, you release the Company, its parents, subsidiaries, affiliates, officers, employees, investors, agents, partners and licensors, but excluding any Users (collectively, the “**Company Parties**”) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims that the creditor or releasing party does not know or suspect

to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.” The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by a Company Party or for such party’s fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Interface provided hereunder.

10. INDEMNIFICATION. You agree to indemnify and hold Company, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a **“Company Party”** and collectively, the **“Company Parties”**) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) your Digital Assets; (b) any disputes or claims between you and any other User; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Company in asserting any available defenses. This provision does not require you to indemnify any of the Company Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your the Agreement and/or your access to Services.

11. DISCLAIMER OF WARRANTIES AND CONDITIONS.

11.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. COMPANY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.

(a) COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. WE CANNOT GUARANTEE CONTINUOUS OR SECURE ACCESS TO THE INTERFACE, AND OPERATION OF THE INTERFACE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL.

(b) THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

(c) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT COMPANY PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD COMPANY PARTIES LIABLE,

FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OR OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

11.3 No Liability for Digital Assets. COMPANY MAKES NO WARRANTY THAT THE DIGITAL ASSETS PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS. COMPANY MAKES NO WARRANTY REGARDING THE QUALITY OF ANY DIGITAL ASSETS, OR THE ACCURACY, AUTHENTICITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH THE SERVICES.

12. LIMITATION OF LIABILITY.

12.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICES; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (e) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO COMPANY BY YOU DURING THE ONE-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (b) \$100; OR (c) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A COMPANY PARTY'S FRAUD OR FRAUDULENT MISREPRESENTATION.

12.3 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12.4 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

13. TERM AND TERMINATION.

13.1 Term. The Agreement commences on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Agreement.

13.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement, and that the Agreement will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

13.3 No Subsequent Registration. If your registration(s) with, or ability to access, your Account, the Services or any other Company community, is discontinued by Company due to your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Services or any Company community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Company reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

14. SERVICES ARE FOR US-BASED USERS ONLY. The Services can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Company intends to announce such Services or Content in your country. The Services are controlled and offered by Company from its facilities in the United States of America. Company makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law.

15. DISPUTE RESOLUTION. *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Company Parties and limits the manner in which you can seek relief from the Company Parties.*

15.1 Applicability of Arbitration Agreement. You agree that any dispute between you and any of the Company Parties relating in any way to the Services or this Agreement, will be resolved by binding arbitration, rather than in court, except that (1) you and the Company Parties may assert individualized claims in small claims court if the claims qualify, remain in such court and advance solely on an individual, non-class basis; and (2) you or the Company Parties 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). **This Arbitration Agreement shall survive the expiration or termination of this Agreement and shall apply, without limitation, to all claims that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.** This Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief against the Company Parties on your behalf. For purposes of this Arbitration Agreement, "**Dispute**" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of this Agreement.

15.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and Company. If that occurs, Company is committed to working with you to reach a reasonable resolution. You and Company agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Company therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to

resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Company that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to: will@collective.xyz or by regular mail to our offices located at 228 Park Ave S, New York, NY. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your account (if you have one); (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of your Dispute. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

15.3 Arbitration Rules and Forum. This Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Company agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’ most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS’ most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’ rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “**Request**”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented

for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Company otherwise agree, or the Batch Arbitration process discussed in Subsection 15.8 is triggered, the arbitration will be conducted in the county where you reside. Subject to the JAMS Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any JAMS fees and costs will be solely as set forth in the applicable JAMS Rules.

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

15.4 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve all disputes subject to arbitration hereunder including, without limitation, any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual party under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

15.5 Waiver of Jury Trial. EXCEPT AS SPECIFIED IN SECTION 15.1, YOU AND THE COMPANY PARTIES 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 the Company Parties are instead electing that all covered claims and disputes shall be resolved exclusively by arbitration under this Arbitration Agreement, except as specified in Section 15.1 above. 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.

15.6 Waiver of Class or Other Non-Individualized Relief. YOU AND COMPANY AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 15.8, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the Subsection 15.8 entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and Company agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Washington. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Company from participating in a class-wide settlement of claims.

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

15.8 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Company agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the JAMS shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**"). All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the JAMS, and the JAMS shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process

(“**Administrative Arbitrator**”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator’s fees shall be paid by Company. You and Company agree to cooperate in good faith with the JAMS to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

15.9 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending a timely written notice of your decision to opt out to the following address: 228 Park Ave S, New York, NY or email to will@collective.xyz, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address and a clear 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 with us, or may enter into in the future with us.

15.10 Invalidity, Expiration. Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief”, 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. You further agree that any Dispute that you have with Company as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

15.11 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Company 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 Company at the following address: 228 Park Ave S, New York, NY. Unless you reject the change within thirty (30) days of such change become effective by writing to Company in accordance with the foregoing, your continued use of the Website and/or Services, including the acceptance of products and services offered on the Website following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or of the Website, any communications you receive, any products sold or distributed through the Website, the Services, or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Company will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

16. GENERAL

16.1 Electronic Communications. The communications between you and Company may take place via electronic means, whether you visit the Services or send Company e-mails, or whether Company posts notices on the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).

16.2 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

16.3 Force Majeure. Company shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

16.4 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Company agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in King County, Washington.

16.5 Governing Law. THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF WASHINGTON, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT.

16.6 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

16.7 Notice. Where Company requires that you provide an e-mail address, you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Company’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Company at the following address: 228 Park Ave S, New York, NY. Such notice shall be deemed given when received by Company by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

16.8 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

16.9 Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16.10 Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (y) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (z) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Company products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

16.11 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

16.12 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.