

SPACEY

Spacey Studios Co. General License, Terms and Conditions ("L,T&C")

Last Updated: October 6, 2021

Spacey Studios Co. is a corporation using coded non-fungible tokens (each, a "non-fungible token" or "NFT") that allow users to acquire, buy and sell own and transfer, artwork (hereafter "Artwork") originating from Spacey Studios Co. and its domain spaceystudios.com (the "Site"). All products, services, NFTs and the Site are collectively referred to in these L,T&C as the "Product". Using the Product, users can view their Artwork, and use NFTs to acquire, buy, sell, own, trade and transfer Artwork on a given blockchain network.

Spacey Studios Co ("Spacey", "we", or "us") is the party making the Product available for you to use. Before using the Product, the NFTs, or the Site, you must agree to these L,T&C and any other terms and conditions incorporated or referenced herein (the L,T&C and any other terms and conditions incorporated or referenced herein are collectively referred to as the "Terms"). PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE PRODUCT, THE NFTS, OR THE SITE. THESE TERMS GOVERN YOUR USE OF THE PRODUCT, THE NFTS, AND THE SITE, UNLESS SPACEY HAS AGREED TO DIFFERENT WRITTEN AGREEMENT WITH YOU TO THE CONTRARY, SIGNED BY BOTH PARTIES. SPACEY IS ONLY WILLING TO MAKE THE PRODUCT, THE NFTS, AND THE SITE AVAILABLE TO YOU IF YOU ACCEPT ALL OF THESE TERMS. BY USING THE PRODUCT, THE NFTS, THE SITE, OR ANY PART THEREOF, YOU ARE CONFIRMING THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL OF THE TERMS CONTAINED HEREIN. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ACCEPT THESE TERMS ON THAT ENTITY'S BEHALF, IN WHICH CASE "YOU" WILL MEAN THAT COMPANY OR LEGAL ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT ALL OF THESE TERMS, THEN WE ARE NOT WILLING TO MAKE THE PRODUCT, THE NFTS, OR THE SITE AVAILABLE TO YOU. IF YOU DO NOT FULLY AGREE TO THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE THE PRODUCT, THE NFTS, OR THE SITE. ALL TRANSACTIONS INITIATED THROUGH THE PRODUCT ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLETS ON A BLOCKCHAIN, AND BY USING THE PRODUCT YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THOSE APPLICABLE WALLETS. WE ARE NOT A BROKER, FINANCIAL INSTITUTION, OR CREDITOR. THE PRODUCT IS AN ADMINISTRATIVE PLATFORM ONLY. WE FACILITATE TRANSACTIONS BETWEEN THE BUYER AND SELLER BUT ARE NOT A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER (UNLESS WE ARE THE SELLER). YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ANY ASSETS YOU PURCHASE. ANY PURCHASE IS FINAL SALE.

1. THE PRODUCT. (a) To use the Product, you will need to have a web browser and a corresponding blockchain wallet that is compatible with the Non-Fungible Token (NFT) standard on the corresponding blockchain network. (b) All transactions regarding Artwork are managed and confirmed via the corresponding blockchain. You understand that your corresponding blockchain public address may be made publicly visible whenever you engage in a transaction. (c) We do not own nor control your web browser, your corresponding blockchain wallet, the corresponding blockchain network, or any other third-party site, product, or service that you might access, visit, or use for the purpose of enabling you to

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perform a transaction with your Artwork. We are not be liable for the acts or omissions of any such third parties, nor will we be liable for any damage that you may suffer as a result of your transactions or any other interaction with any such third parties. (d) You may be able to create an account on the Site. If so, you agree to provide true, accurate and complete information about yourself. If you become aware of any unauthorized use of your account, contact us immediately. (e) The Product may show certain pricing data that has been loaded and collected from the corresponding blockchain blockchain. We are not liable for any incorrect information or typographical errors of any kind, including any incorrect information that is due to a coding error, blockchain code errors or due to a data outage. It is your duty and obligation to confirm any and all pricing data on your own and base any decisions you make on your own information and data. (f) Any calculations that are displayed on the Product are for information purposes only. These calculations are in no way predictions of value and you agree that you will not construe these calculations as predictions of future prices or values in any way or that we are giving you any advice on what to purchase or not to purchase. All such decisions are made in your sole discretion without reliance on any information provided on the Product. (g) We are not responsible or liable for any transactions that are cancelled by a seller.

2. THE ARTWORK. Purchasing Artwork. There will be a limited number of Artwork for sale when the Site is launched. The initial sale will start at the time the Site is launched, and end at a to be determined future date in Spacey's sole discretion. You can purchase Product on the Site using a corresponding blockchain wallet that is compatible with the NFT standard on the corresponding blockchain network. All sales are final and we do not guarantee that all interested buyers will be able to purchase Product before they are sold out. We disclaim all liability in connection with the purchase of any Artwork. It is your responsibility to ensure that your purchase of any Artwork has been completed. We reserve the right to terminate or end the initial sale of Artwork at any time. Once the initial Artworks have sold out, you can use the Site to help you buy, sell, trade and transfer Artwork with others.

3. OWNERSHIP; LICENSE; RESTRICTIONS.

(a) Definitions. (i) "Art" means any art, design, and drawings that may be associated with a Product that you Own. (ii) "Own" means, with respect to a Product, a Product that you have purchased or otherwise rightfully acquired from a legitimate source, where proof of such purchase is recorded on the relevant corresponding blockchain. (iii) "Purchased Product" means a Product that you Own. (iv) "Third Party IP" means any third-party patent rights, copyrights, trade secrets, trademarks, know-how or any other intellectual property rights recognized in any country or jurisdiction in the world.

(b) Ownership. (i) When you purchase a Product, you own only the NFT, not any associated Art. Each Product is associated with a non-fungible token (an "NFT") on the corresponding blockchain. When you acquire an NFT, you own the NFT, not the associated Art, or any other Artwork Materials (as that term is defined below), or any Third Party IP. You can trade the NFT, sell it, or give it away for free. Ownership of the NFT is governed solely by the underlying operating structure of the corresponding blockchain Network. (ii) We Own the Product, and the Product includes the Art. You acknowledge and agree that Artwork (or, as applicable, our licensors) owns all legal right, title and interest in and to all other elements of the Product, and all intellectual property rights therein (including, without limitation, all Art, designs,

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names, copyrights, trademarks, patents, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, and all other elements of the Product (collectively, the “Artwork Materials”). Other than expressly stated in these Terms, you do not have any other rights in the Artwork Materials. You acknowledge that the Artwork Materials are protected by, as applicable, copyright, trade dress, patent, and trademark laws, international conventions, other relevant intellectual property and proprietary rights, and applicable laws. All Artwork Materials are the copyrighted property of Spacey or its licensors, and all trademarks, service marks, and trade names associated with the Product or otherwise contained in the Artwork Materials are proprietary to Spacey or its licensors. You may not use the Artwork name without our prior written consent. Except as expressly set forth herein, your use of the Product does not grant you ownership of or any other rights with respect to any Art, content, code, data, or other Artwork Materials that you may access on or through the Product. We reserve all rights in and to the Artwork Materials that are not expressly granted to you in these Terms. For the avoidance of doubt, you understand and agree: (a) that your acquisition or purchase of a NFT, whether via the Product or otherwise, does not give you any rights or licenses in or to the Artwork Materials (including, without limitation, our copyright in and to the associated Art or the Artwork name/trademark) other than those expressly contained in these Terms; (b) that you do not have the right, except as otherwise set forth in these Terms, to reproduce, distribute, or otherwise commercialize any elements of the Artwork Materials (including, without limitation, any Art) without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion; and (c) that you will not apply for, register, or otherwise use or attempt to use any Artwork trademarks or service marks, or any confusingly similar marks, anywhere in the world without our prior written consent in each case, which consent we may withhold in our sole and absolute discretion.

(c) License to Art. (i) General Use. Subject to your full and continued compliance with these Terms, Artwork grants you a limited worldwide, non-exclusive, non-transferable, royalty-free license to use, copy, and display the Art of your Purchased Artwork solely for the following purposes: (a) for your own personal, non-commercial use; (b) as part of a marketplace that permits the purchase and sale of your Purchased NFT, provided that the marketplace cryptographically verifies each NFT owner's rights to display the Art for their Purchased NFT to ensure that only the actual owner of the NFT can display the Art; or (c) as part of a third party website or application that permits the inclusion, involvement, or participation of your Purchased Artwork, provided that the website/application cryptographically verifies each Artwork owner's rights to display the Art for their Purchased Artwork to ensure that only the actual owner of the NFT can display the Art, and provided that the Art is no longer visible once the owner of the Purchased Artwork leaves or logs out of the applicable website/application.

Without entering into a commercial license with us, you acknowledge and agree that: (x) you are in breach of these Terms; (y) in addition to any remedies that may be available to Spacey at law or in equity, Spacey may immediately terminate the license granted above; and (z) you will be liable and responsible to reimburse Spacey for any costs and expenses incurred by Spacey during the course of enforcing these Terms against you (including attorney and legal fees).

(d) Restrictions. You agree that you may not, nor permit any third party to do or attempt to do any of the foregoing without Artwork's express prior written consent in each case: (i) modify

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the Art for your Purchased NFT in any way, including, without limitation, the shapes, designs, drawings, attributes, or color schemes; (ii) use the Art for your Purchased NFT to advertise, market, or sell any third party product or service; (iii) use the Art for your Purchased NFT in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the Art for your Purchased NFT in movies, videos, or any other forms of media, except to the limited extent that such use is expressly permitted in these Terms or solely for your own personal, non-commercial use; (v) sell, distribute for commercial gain (including, without limitation, giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Art for your Purchased NFT; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Art for your Purchased NFT; or (vii) otherwise utilize the Art for your Purchased NFT for your or any third party's commercial benefit. To the extent that Art associated with your Purchased NFT contains Third Party IP (e.g., licensed intellectual property from a celebrity, athlete, or other public figure), you understand and agree as follows: (w) that you will not have the right to use such Third Party IP in any way except as incorporated in the Art, and subject to the license and restrictions contained herein; (x) that the Commercial Use license in Section 3.C(ii) above will not apply; (y) that, depending on the nature of the license granted from the owner of the Third Party IP, Artwork may need to pass through additional restrictions on your ability to use the Art; and (z) to the extent that Artwork informs you of such additional restrictions in writing (email being acceptable), you will be responsible for complying with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of this license. For the avoidance of doubt, it is strictly prohibited and a violation of these Terms to use any Art or Purchased Artwork in order to create a similar or derivative NFT based on the Art or Purchased Artwork. Such use constitutes a violation of these Terms as well as intellectual property infringement, which would cause monetary damages and irreparable harm to Artwork. The restrictions in this Section will survive the expiration or termination of these Terms.

(e) Other Terms of License. The license granted in Section 3.C above applies only to the extent that you continue to Own the applicable Purchased NFT. If at any time you sell, trade, donate, give away, transfer, or otherwise dispose of your Purchased NFT for any reason, the license granted in Section 3.C will immediately expire with respect to you and that NFT without requiring notice, and you will have no further rights in or to the Art for that NFT.

(f) Feedback. You may submit comments, bug reports, ideas or other feedback about the Product (collectively, "Feedback"). You hereby grant us a perpetual, irrevocable, nonexclusive, worldwide license under all rights necessary for us to incorporate and use your Feedback for any purpose. By submitting Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties.

(g) Use of the Spacey name. Notwithstanding any contained in these Terms, You agree that you will not use the Spacey name, or its derivatives, for any purpose without obtaining our prior written consent. Approval shall be determined in our sole discretion. Furthermore, non-response to a request for such approval shall not be deemed an approval.

(h) Your Obligations. You agree that you are responsible for your own conduct while accessing or using the Product, and for any consequences thereof. You agree to use the

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Product only for purposes that are legal, proper and in accordance with these Terms and any applicable laws or regulations. By way of example, and not as a limitation, you may not, and may not allow any third party to: (i) send, upload, distribute or disseminate any unlawful, defamatory, harassing, abusive, fraudulent, obscene, or otherwise objectionable content; (ii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iii) impersonate another person (via the use of an email address or otherwise); (iv) upload, post, transmit or otherwise make available through the Product any content that infringes the intellectual proprietary rights of any party; (v) use the Product to violate the legal rights (such as rights of privacy and publicity) of others; (vi) engage in, promote, or encourage illegal activity (including, without limitation, money laundering); (vii) interfere with other users' enjoyment of the Product; (viii) exploit the Product for any unauthorized commercial purpose; (ix) modify, adapt, translate, or reverse engineer any portion of the Product; (x) remove any copyright, trademark or other proprietary rights notices contained in or on the Product or any part of it; (xi) reformat or frame any portion of the Product; (xii) display any content on the Product that contains any hate-related or violent content or contains any other material, products or services that violate or encourage conduct that would violate any criminal laws, any other applicable laws, or any third party rights; (xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Product or the content posted on the Product, or to collect information about its users for any unauthorized purpose; (xiv) create user accounts by automated means or under false or fraudulent pretenses; or (xv) access or use the Product for the purpose of creating a product or service that is competitive with any of our products or services. If you engage in any of the activities prohibited by this Section, we may, at our sole and absolute discretion, without notice to you, and without limiting any of our other rights or remedies at law or in equity, immediately suspend or terminate your account and/or prohibit your access to the Product and the Site.

4. CORRESPONDING BLOCKCHAIN FEES AND PAYMENTS.

(a) Any final acquisition, purchase, trade, or sale of Artwork will be conducted solely through the corresponding blockchain network, though the Site may serve as a platform that facilitates such transactions. We have no control over these transactions as or once they occur, nor do we have the ability to reverse any transactions. You agree that we will have no liability to you or to any third party for any claims or damages that may arise as a result of any transactions pertaining to a blockchain, or any other transactions that are conducted via the corresponding blockchain network.

(b) We may require you to provide additional information and documents at the request of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism. Artwork may also require you to provide additional information and documents in cases where it has reasons to believe that: (i) You are using the Product (or any portion thereof) for money laundering or for any other illegal activity; (ii) You have concealed or reported false identification information and other details; and/or (iii) transactions effected by you were effected in breach of these Terms. In such cases, Spacey, in its sole discretion, may pause or cancel your transactions until such additional information and documents are reviewed by us and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in

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response to such a request, Artwork may refuse to provide you with further access to the Site and/or the Product.

(c) corresponding blockchain requires the payment of a transaction fee (a “Gas Fee”) for every transaction that occurs on the corresponding blockchain network. (c) You will be solely responsible to pay any and all sales, use, value-added and other taxes, duties, and assessments (except taxes on our net income) now or hereafter claimed or imposed by any governmental authority (collectively, “Taxes”) associated with your use of the Product (including, without limitation, any Taxes that may become payable as the result of your ownership or transfer of any of your Artwork). Except for income taxes levied on Artwork, you: (i) will pay or reimburse us for all national, federal, state, local or other taxes and assessments of any jurisdiction, including value added taxes and taxes as required by international tax treaties, customs or other import or export taxes, and amounts levied in lieu thereof based on charges set, services performed or payments made hereunder, as are now or hereafter may be imposed under the authority of any national, state, local or any other taxing jurisdiction; and (ii) shall not be entitled to deduct the amount of any such taxes, duties or assessments from payments made to us pursuant to these Terms.

5. TERMINATION. We may terminate your access to all or any part of the Product at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your account, and that we will not be liable to you or to any third party for any such suspension or termination. All provisions of these Terms, which by their nature should survive termination, shall survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity and limitations of liability. If we terminate these Terms or suspend or terminate your access to or use of the Product due to your breach of these Terms or any suspected fraudulent, abusive, or illegal activity, then termination of these Terms will be in addition to any other remedies we may have at law or in equity.

6. DISCLAIMERS. (a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR ACCESS TO AND USE OF THE PRODUCT IS AT YOUR SOLE RISK, AND THAT THE Product IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SPACEY, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS MAKE NO EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE PRODUCT AND ANY PART OF IT (INCLUDING, WITHOUT LIMITATION, THE SITE, ANY SMART CONTRACT, NFT, FUNGIBLE TOKEN, OR ANY EXTERNAL WEBSITES), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, OR RELIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, Artwork, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (I) YOUR ACCESS TO OR USE OF THE PRODUCT WILL MEET YOUR REQUIREMENTS, (II) YOUR ACCESS TO OR USE OF THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR (INCLUDING ANY BLOCKCHAIN CODE ERRORS), (III) USAGE DATA PROVIDED THROUGH THE PRODUCT WILL BE ACCURATE, (III) THE PRODUCT OR ANY CONTENT, SERVICES, OR FEATURES MADE AVAILABLE ON OR THROUGH THE PRODUCT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (IV) THAT ANY DATA THAT YOU DISCLOSE WHEN YOU USE THE PRODUCT WILL BE SECURE.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. (b) YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET, AND AGREE THAT SPACEY HAS NO LIABILITY OR RESPONSIBILITY FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE. (c) SPACEY WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE CORRESPONDING BLOCKCHAIN NETWORK OR ANY CORRESPONDING BLOCKCHAIN WALLET OR OTHER ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (i) USER ERROR, SUCH AS FORGOTTEN PASSWORDS OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (ii) SERVER FAILURE OR DATA LOSS; (iii) CORRUPTED WALLET FILES; OR (iv) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST THE PRODUCT, CORRESPONDING BLOCKCHAIN NETWORK, OR ANY CORRESPONDING BLOCKCHAIN WALLET OR OTHER ELECTRONIC WALLET. (d) BLOCKCHAIN-BASED PRODUCTS ARE INTANGIBLE DIGITAL ASSETS THAT EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE CORRESPONDING BLOCKCHAIN NETWORK. ALL SMART CONTRACTS ARE CONDUCTED AND OCCUR ON THE DECENTRALIZED LEDGER WITHIN THE CORRESPONDING BLOCKCHAIN PLATFORM. WE HAVE NO CONTROL OVER AND MAKE NO GUARANTEES OR PROMISES WITH RESPECT TO SMART CONTRACTS. (e) SPACEY IS NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE CORRESPONDING BLOCKCHAIN NETWORK OR ANY CORRESPONDING BLOCKCHAIN WALLET OR OTHER ELECTRONIC WALLET, INCLUDING BUT NOT LIMITED TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE CORRESPONDING BLOCKCHAIN NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

7. LIMITATION OF LIABILITY. (a) YOU UNDERSTAND AND AGREE THAT SPACEY, OUR SUBSIDIARIES, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH YOU MAY INCUR, HOWSOEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER INTANGIBLE LOSS, EVEN IF SPACEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (b) YOU AGREE THAT OUR TOTAL, AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF (OR YOUR INABILITY TO ACCESS OR USE) ANY PORTION OF THE PRODUCT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, IS LIMITED TO THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID US UNDER THESE TERMS IN THE 12 MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (B) \$1. (c) YOU ACKNOWLEDGE AND AGREE THAT SPACEY HAS MADE THE PRODUCT AVAILABLE TO YOU AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES AND FORM AN ESSENTIAL BASIS OF THE

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BARGAIN BETWEEN US. SPACEY WOULD NOT BE ABLE TO PROVIDE THE PRODUCT TO YOU WITHOUT THESE LIMITATIONS. (d) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME JURISDICTIONS ALSO LIMIT DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR PERSONAL INJURY FROM CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO PERSONAL INJURY CLAIMS.

8. RISKS. You accept and acknowledge the following risks: (a) The prices of blockchain assets and cryptocurrencies are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the value of your Artwork, which may also be subject to significant price volatility. We cannot guarantee that any purchasers of Artwork will not lose money. (b) You are solely responsible for determining what, if any, taxes apply to your NFT-related transactions. Spacey is not responsible for determining the taxes that apply to any of your transactions. (c) The Product does not store, send, or receive Artwork. Artwork exists only by virtue of the ownership record maintained on the blockchain in the corresponding blockchain network. Any transfer of Artwork occurs within the supporting blockchain in the corresponding blockchain network. (d) There are risks associated with using an Internet-based currency, including, but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Spacey will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the corresponding blockchain network, however caused. (e) A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the Spacey ecosystem, and therefore the potential utility or value of Artwork. (f) The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the Spacey ecosystem, and therefore the potential utility or value of Artwork. (g) Upgrades by corresponding blockchain to the corresponding blockchain platform, a hard fork in the corresponding blockchain platform, or a change in how transactions are confirmed on the corresponding blockchain platform may have unintended, adverse effects on all blockchains using the corresponding standards, including the Spacey ecosystem.

9. INDEMNITY. You shall defend, indemnify and hold harmless Spacey and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners from and against any claim, liability, loss, damage (actual and consequential) of any kind or nature, suit, judgment, litigation cost, and attorneys' fees arising out of or in any way related to (i) your breach of these Terms, (ii) your use or misuse of, or access to the Product, (iii) misappropriation or infringement by you, of any intellectual property rights or other right of Artwork, or any person or entity or (iv) your violation of applicable laws, rules or regulations in connection with your access to or use of the Product. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

10. THIRD PARTY SITES. The Product may permit you to link to other websites, services or resources on the Internet, which are provided solely as a convenience to you. You access

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these third-party websites, services or resources at your own risk. These other websites, services or resources are not under our control and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of those websites, services or resources. The inclusion of any link to third party websites, services or resources does not imply our endorsement of them or any association with their operators. You acknowledge and agree that we shall not be responsible or liable (directly or indirectly) for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any third party websites, services or resources.

11. CHANGES TO THE TERMS. We reserve the right, at our sole discretion, to modify or replace any of the Terms or to change, suspend or discontinue the Product or Site at any time, by posting a notice on the Site or by sending you an email. We may also impose limits on certain features and services or restrict your access to parts or all of the Product or Site without notice or liability, including, without limitation, by prohibiting you from selling your Artwork through the Product. It is your responsibility to check these Terms periodically for changes. You can determine if any changes were made to these Terms by noting the date that these Terms were last updated. Your continued use of the Product or Site following the posting of any changes to the Terms constitutes acceptance of those changes.

12. CHANGES TO THE PRODUCT. You acknowledge and agree that the form and nature of the Product, and any part of it, may change from time to time without prior notice to you, and that we may add new features and change any part of the Product at any time without notice. We also reserve the right to shut down the Product in our sole discretion. Shutting down the Product will not prohibit you from transferring, buying or selling your Purchased Artwork on another website or application.

13. CHILDREN. You affirm that you are over the age of 13, as the Product is not intended for children under 13. IF YOU ARE 13 OR OLDER BUT UNDER THE AGE OF 18, OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE IF THAT JURISDICTION HAS AN OLDER AGE OF MAJORITY, THEN YOU AGREE TO REVIEW THESE TERMS WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT BOTH YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND AND AGREE TO THESE TERMS. YOU AGREE TO HAVE YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. IF YOU ARE A PARENT OR GUARDIAN AGREEING TO THE TERMS FOR THE BENEFIT OF A CHILD OVER 13, THEN YOU AGREE TO AND ACCEPT FULL RESPONSIBILITY FOR THAT CHILD'S USE OF THE Product, INCLUDING ALL FINANCIAL CHARGES AND LEGAL LIABILITY THAT HE OR SHE MAY INCUR.

14 Privacy Policy. Our Privacy Policy describes the ways we collect, use, store and disclose your personal information, and is hereby incorporated by this reference into these Terms. You agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy.

15 Dispute Resolution; Arbitration. Please read this Section 15 carefully. It requires you to arbitrate disputes with Artwork, and limits the manner in which you can seek relief from us. A printed version of these Terms and any notice given in electronic form shall be admissible in

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judicial or administrative proceedings based on or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Artwork agree that any cause of action arising out of or related to the Product must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The Terms shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts-of-law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in New York County, New York, under the Arbitration Rules of the American Arbitration Association then in effect, by one commercial arbitrator with substantial experience in resolving intellectual-property and commercial contract disputes, who shall be selected from the Productropriate list of AAA arbitrators in accordance with AAA rules. The prevailing party in any arbitration or other proceeding arising under these Terms shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert-witness fees and all other expenses) incurred in connection with the proceeding. Judgment on the award may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the above, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For the purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts located in the Southern District of New York. Use of the Product is not authorized in any jurisdiction that does not give effect to all provisions of the Terms, including without limitation this section. WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THE Product, THE SITE, THE SMART CONTRACTS: (I) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO HAVE A TRIAL BY JURY; AND (II) YOU HEREBY EXPRESSLY GIVE UP YOUR RIGHT TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, INCLUDING BUT NOT LIMITED TO CLASS ACTION LAWSUITS INVOLVING ANY SUCH DISPUTE.

16. General. These Terms (including those terms incorporated herein by reference) are the entire Agreement between you and us with respect to the Product, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Product. If any provision of the Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary for the rest of the Terms to remain enforceable. Our failure to enforce any part of these Terms shall not constitute a waiver of our right to later enforce that or any other part of these Terms. For any waiver of compliance with these Terms to be binding on us, one of our authorized representatives must provide you with written notice of that waiver. There are no third-party beneficiaries to these Terms. Nothing in these Terms create any agency, partnership, or joint venture. The language in these Terms will be interpreted as to its fair meaning, and not strictly for or against any party. You may not assign any or your rights or obligations under these Terms, whether by operation of law or otherwise, without our prior written consent. We may assign our rights and obligations under these Terms in our sole discretion to an affiliate, or in connection with an acquisition, sale or merger. These Terms will be governed by and construed in accordance with the laws of the State of New York, and the

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federal laws of United States applicable therein, excluding its conflicts of law rules and principles. Subject to Section 15, any legal action or proceeding arising under these Terms will be brought exclusively in the State or Federal courts located in New York, NY, and the parties irrevocably consent to the personal jurisdiction and venue there. We shall not be liable for any failure to perform our obligations here where such failure results from any cause beyond our reasonable control, including without limitation mechanical, electronic or communications failure or degradation (including "line-noise" interference). All notices under these Terms shall be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return-receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or email; or the day after it is sent, if sent for next-day delivery by recognized overnight delivery service.