**Terms of Service**

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These terms of service, together with any documents and additional terms they incorporate by reference (collectively, these “***Terms***”), are entered into between Zora Labs, Inc. (“***Zora***”, “***we***”, “***us***”, and “***our***”) and you or the company or other legal entity that you represent (“***you***” and “***your***”).

These Terms, together with any Modifications (defined below), as well as all policies posted on our website and incorporated by reference herein, set out the terms on which we offer you access to and use of (a) the website located at [zora.co](http://zora.co/), [create.zora.co](http://create.zora.co/), [futuretape.xyz](http://futuretape.xyz/), [zora.energy](http://zora.energy/), and all relevant sub-pages associated with the foregoing URLs (the “***Site***”) and (b) any other applications (e.g., mobile apps, web applications, etc.), add-ons, tools, services and offerings provided by us that make reference to these Terms, including without limitation, smart contracts (collectively, the “***Services***”). These Terms apply whether you are accessing the Services via a personal computer, a wireless or mobile device or any other technology or devices now known or hereafter developed or discovered (each, a “***Device***”).

Additional terms apply to your use of Zora Network, an optimistic layer-two rollup network (the “***Zora Network***”). Please carefully review Appendix A to these Terms, titled “Supplemental Terms for Zora Network Services” (the “***Zora Network Supplemental Terms***”) before accessing or using the Zora Network. Terms not otherwise defined herein shall have the meaning assigned to them in the Zora Network Supplemental Terms.

THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ THEM CAREFULLY.

BY USING OR ACCESSING THE SERVICES IN ANY MANNER, YOU AFFIRM, REPRESENT, AND WARRANT (A) THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS (ALONG WITH ANY MODIFICATIONS), (B) THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND MEET ALL OF THE ELIGIBILITY AND OTHER REQUIREMENTS, (C) THAT YOUR ACCESS AND USE OF THE SERVICES IS PERMITTED BY, AND SHALL NOT VIOLATE, ANY APPLICABLE LAWS, INCLUDING THOSE IN YOUR JURISDICTION.

IF YOU DO NOT AGREE TO THE CURRENT VERSION OF THE TERMS AND/OR ANY MODIFICATIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO REFRAIN FROM ACCESSING OR OTHERWISE USING THE SERVICES. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND OUR [PRIVACY POLICY](https://support.zora.co/en/articles/1369025).

**ARBITRATION NOTICE**. Except for certain kinds of disputes described in Section 18 (*Dispute Resolution; Binding Arbitration*), you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND ZORA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.

*If you use the Services on behalf of a company, organization (including a decentralized autonomous organization or “DAO”) or other entity, then “you” includes you and that entity, and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to these Terms, and (b) you agree to these Terms on behalf of the entity.*

**1. General**

Zora is not a wallet provider, exchange, broker, dealer, financial institution, payments processor, money services business, or creditor. Zora provides a peer-to-peer technical infrastructure that helps users discover and directly interact with each other and Tokens available on public blockchains. We do not have custody or control over the Tokens or blockchains you are interacting with and we do not execute or effectuate purchases, transfers, or sales of Tokens. To use our Services, you must use a third-party wallet which allows you to engage in transactions on blockchains.

We reserve the right to revise these Terms, at any time and from time to time, for any reason in our sole discretion by any written announcement or notice or by publishing an updated Terms without advance notice to you (the “***Modifications***”). These changes become effective immediately and, by continuing to access or use the Services after they become effective, you confirm your acceptance of the Modifications and all of the terms incorporated therein by reference effective as of the date these Modifications. It is your sole responsibility to review the Terms from time to time to view such changes and to ensure that you understand the terms and conditions that apply when you access or use the Services.

**2. Eligibility**

**2.1. Age Restrictions.**You must be at least 18 years of age to use the Services. If you are under 18 but at least 13 years old, you may only use the Services through a parent or guardian’s account and with their approval and oversight. By agreeing to these Terms, you represent and warrant to us that: (i) you are at least 18 years old; (ii) you have not previously been suspended or removed from the Services; (iii) your registration and your use of the Services is in compliance with any and all applicable laws and regulations; and (iv) if you are the parent or guardian of a user under the age of 18 (a “***Minor***”), that you are accepting these Terms on behalf of such Minor, authorizing such Minor to use the Services pursuant to the account you’ve established on the Services, and remain liable for all activities of the Minor arising out of the Minor’s use of the Services. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

**2.2. Regulatory Compliance**. By using the Services, you represent and warrant that: (a) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo ("***Embargoed Jurisdiction***"); (b) you are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, “***Sanctions***”); (c) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (d) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (e) you have not transacted and will not transact with any person or entity falling into any of (a)-(d); (f) you have not transacted and will not transact for the benefit of any person or entity falling into any of (a)-(d). You further covenant that the foregoing shall be true during the entire period of your use of the Services. If you access or use the Services outside the United States, you are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws.

**3. Access to Our Services**

A blockchain wallet and a third-party wallet, each compatible with our Services (a “***Wallet***”), are required to access our Services. Your account on the Services (your “***Account***”) will be associated with the blockchain wallet address you use to connect to our Services. By using your third-party wallet in connection with the Services, you agree that you are using that wallet under the terms and conditions of the applicable provider of the wallet. Once your account has been registered, you can add additional information to your profile. Your Wallet address, username (if applicable), and other information you voluntarily add to your profile may be publicly displayed on the Services when you connect your Wallet, and you consent to such public display. For additional information about your account and profile data, please see our Privacy Policy.

Wallets are not operated by, maintained by, or affiliated with Zora, and Zora does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents. Zora accepts no responsibility for, or liability to you, in connection with your use of a wallet and makes no representations or warranties regarding how the Services will operate with any specific wallet. You are solely responsible for keeping your wallet secure and you should never share your wallet credentials or seed phrase with anyone. If you discover an issue related to your wallet, please contact your wallet provider. Likewise, you are solely responsible for your Account and any associated wallet and we are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or wallet being compromised. You agree to immediately notify us if you discover or otherwise suspect any security issues related to the Services or your Account.

You also represent and warrant that you will comply with all applicable laws in connection with using the Services. In order to comply with our legal obligations and keep our users and platform safe, we may need to restrict, suspend, or terminate your access to the Services without prior notice. You acknowledge that we are under no obligation to disclose the details of our decision to take such action with you.

We may require you to provide additional information and documents in certain circumstances, such as at the request of any government authority, as any applicable law or regulation dictates, to provide you with a requested service, or to investigate a potential violation of these Terms. In such cases, we, in our sole discretion, may disable your Account and block your ability to access the Services until such additional information and documents are processed by Zora. If you do not provide complete and accurate information in response to such a request, we may refuse to restore your access to the Services.

Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Services, geographic restrictions, potential violation of these Terms, or other actions that we, in our sole discretion, may elect to take. You understand that Zora, in its sole discretion, may disable your Account or restrict access through your Account to our Services.

**4. Wallets**

**4.1. Your Wallet**.By connecting a Wallet, including a Privy Wallet (as defined below) to the Services, you agree to abide by the terms and conditions of the applicable Wallet provider. You must familiarize yourself with the terms of use, technology, and security protocols of any Wallet. We do not provide a crypto-wallet service and do not at any time have custody, possession, or control over your crypto assets or any other contents in your Wallet. You acknowledge and agree that we are not party to any transactions conducted while using our Services. We make no representations or warranties regarding how the Services will operate or be compatible with any specific Wallet. The private keys necessary to access the assets held in a Wallet are not held by the Company. You are solely responsible for maintaining the security of your Wallet, including your credentials, private key, and/or seed phrase. We are in no way liable for any acts or omissions by you in connection with your Wallet or as a result of your Wallet being compromised. You should make contingency plans with respect to your Wallet in the event of your death or incapacity, otherwise you (and your executor, guardian, or heirs) may lose access to your Wallet, your account on the Services, and your crypto assets.

**4.2. Privy Wallet**.If you do not have a Wallet, you can create one using the Services. Zora partners with [Privy](https://www.privy.io/), a third party non-custodial wallet infrastructure provider, to allow users to create a Zora account that includes a self-custodial Wallet that can be accessed via the Services (“Privy Wallet”). By creating or using a Privy Wallet in connection with the Services, you agree that you are using the Privy Wallet under Privy’s terms and conditions available at<https://www.privy.io/terms-of-service>. Only you can sign transactions and access and control your Wallet’s contents. Zora does not have custody, possession, control, or otherwise have access to your Privy Wallet or any assets that may be contained therein, and does not have access to or store any passwords, recovery phrases, private keys, passkeys, or any other credentials associated with user Wallets or your use of the Services. You are solely responsible for securing your Zora account and Privy Wallet authentication credentials, passkeys, and private keys. You can find more information about how Privy Wallets work at https://support.zora.co/en/articles/8637120-how-wallets-created-on-zora-work.

**4.3. Smart Wallet**.If you sign up for the Zora mobile application, your account will include both a Privy Wallet and a smart contract wallet ("Smart Wallet"). Smart Wallets connect all of the Wallets you have linked on Zora  (“Linked Wallets”) into a single unified account to provide you with access to additional features, speed up transactions, and enable a more seamless user experience.  You can use any of your Linked Wallets to access and use your Smart Wallet.  Only you can sign transactions and access and control your Smart Wallet. Your Smart Wallet is not exclusive to Zora, and Zora cannot access your Smart Wallet or any private keys, security phrases, passkeys, or any other credentials associated with your Linked Wallets that provide access to your Smart Wallet. Zora is not in any way responsible for the security of your Smart Wallet credentials. Smart Wallet infrastructure is provided by Coinbase. Learn more about smart wallets at <https://www.smartwallet.dev/why>.

**4.4. Assistance**.  If you notice any unauthorized or suspicious activity in Wallets that are related or linked to the Services, please notify us immediately at [support@zora.co](mailto:support@zora.co). However, Zora shall have no duty or obligation to assist you in connection with such activity related to a Wallet, including if you are unable to locate your Wallet credentials.

**5. Services and the Zora Protocol**

**5.1. Token Creation.** The Site allows you to (i) create your own ERC-20 in conjunction with your publication of digital content (in each instance, a “***Token***”) to a public blockchain, and (ii) buy and sell Tokens created by you or other users on the Site. All Tokens created on the Site have a fixed supply of 1,000,000,000 units. Each Token on the Site is created by a user by initiating a creation of a smart contract on the applicable public blockchain using the Zora Protocol, an ERC-20 protocol that was developed by Zora and is available alongside the Services (the “***Zora Protocol***”). Once a Token is created, its corresponding smart contract cannot be changed by anyone, including the creator of the Token and Zora. The supply and trading dynamics of any Token follow rules of the Uniswap Protocol and the Zora Protocol, which apply to every creator and all Tokens, and is not modifiable by any creator the Token once the Token has been created. Prices of Tokens available on or created using the Services or the Zora Protocol are highly volatile. By using the Services you hereby acknowledge and agree that you understand the risks of interacting with Tokens, including but not limited to those described in Section 16 of these Terms, and are solely responsible for any funds or value resulting from your usage of the Services. The Services provide one method for accessing the Zora Protocol, but are not the only way to do so. For clarity, the defined term “Services” does not include the Zora Protocol.

* **5.1.1. Gas Fees for Creating.** There are no fees paid to Zora for creating your Tokens using the Services. However, transactions on a public blockchain require a fee to cover the computational resources expended to execute the transaction (the “***Gas Fee***”). You are responsible for paying the Gas Fee associated with creating a Token through the Services. Gas Fees are necessary to support the applicable public blockchain.

**5.2. Network Supportability; Bridging.**

* **5.2.1. Supported Networks**. The Services may be accessed on the Ethereum blockchain and certain other blockchain networks, including, but not limited to, Base (each, a “***Supported Network***”). Tokens created may not be supported or capable of being bridged to any other blockchain network. Subject to your complete and ongoing compliance with these Terms, Zora grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site solely for purposes of creating, buying, or selling Tokens. As Zora lacks the ability to control how a third party may use the Services or the Zora Protocol, nothing in this Section 5 is intended to imply that the Services or the Zora Protocol prohibits a third party from making unauthorized reproduction of any User Content (defined below), and the owner of any intellectual property rights in or associated with a Token is solely responsible for enforcement of such rights.
* **5.2.2. Bridging**. Deployments on other blockchain networks typically rely on a series of smart contracts to transfer crypto assets from one blockchain network to another. As a result, before you are able to use the Zora Protocol and the Services via a Supported Network you will be required to “bridge” the crypto assets held within your Wallet on the Ethereum blockchain (or other Supported Network) to the Supported Network that you intend to utilize. This process is known as “**bridging**” and the smart contracts that permit bridging are each known as a “**bridge**.”

If you attempt to attempt to bridge any crypto assets that are not supported by a bridge designed for a Supported Network, you may destroy or irretrievably lose access to such crypto assets. You own, control, and are responsible for all crypto assets held in and bridged via your Wallet and Zora is not liable or responsible for any crypto assets that are destroyed or irretrievably lost by users through the bridging and withdrawing process.

**5.3. Peer-to-Peer Nature of Tokens.**Transactions occurring on the Site are peer-to-peer in nature. As such, Zora is not party to any agreement between any users. You bear full responsibility for verifying the identity, legitimacy, and authenticity of Tokens with which you interact using the Services and we make no claims, guarantees, or recommendations about the identity, legitimacy, functionality, or authenticity of users or any Tokens (and any content associated with such Tokens) visible on the Services. To the fullest extent permitted by applicable law, you release Zora from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between users and the acts or omissions of third parties. If you are a consumer who resides in California, you hereby waive your rights under California Civil Code § 1542, which provides: “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.”

**5.4. Buying and Selling Tokens.**Each transaction on the Site is directly between the buyer and seller of the applicable Token.

* **5.4.1. Platform Fee.**By using our Services to buy Tokens, you acknowledge and agree that we may collect a fee for providing the infrastructure necessary to complete the transaction. We reserve the right to change our fee at any time, provided that any fees then-applicable to your transaction will be clearly disclosed prior to the completion of such transaction. We urge you to carefully review the applicable fees before entering into any transaction using our Services.
* **5.4.2. Disputes Between Users.**Zora will not be a party to any disputes or negotiations of disputes between users. You agree to resolve all such disputes with any other users of the Services directly and without involving Zora in such dispute. Responsibility for the decisions you make regarding Tokens offered via the Services rests solely with you. If Zora is required to participate in any such dispute, then you will indemnify, defend, and hold the Zora Parties (defined below) harmless from and against any and all damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of any such dispute.

**5.5. Developing Projects on the Zora Protocol**. The Services provide users with access to certain software development tools located at <https://docs.zora.co/> (collectively, “***Zora Developer Tools***”), which enable users to build projects that run on the Zora Protocol. Certain portions of the Zora Developer Tools may be available to the public as open-source software, and your use of such Zora Developer Tools is governed by all applicable open-source licenses.

**5.6. Rewards Programs.**Zora, in its sole discretion, may offer your certain incentives and rewards for your use of the Services. In connection with such rewards, you hereby agree that Zora may publish publicly available wallet activity through the Services. The criteria for earning any such rewards will be determined by Zora in its sole discretion, and details regarding rewards programs will be provided on the Services as determined by Zora in its sole discretion. In connection with any rewards programs, you may be required to claim the rewards using your eligible Wallet during the relevant promotional period. If any rewards are not claimed during the promotional period, you understand and agree that such rewards may expire, and you will no longer have any right to claim such rewards. You agree that you are responsible for paying any and all Gas Fees and taxes that may arise out of rewards claimed by you. Zora reserves the right, in its sole discretion, to change, modify, discontinue, or cancel any rewards programs, at any time, without notice to you, and without any liability to you.

**5.7. Supported Crypto Assets and Tokens.**

* **5.7.1. General.**The crypto assets and Tokens supported by the Services are subject to change at our sole discretion and without prior notice. Certain crypto assets or Tokens may be restricted from the Services for any reason, including but not limited to, user harm prevention, legal and regulatory compliance, and enforcement of these Terms. Existing support for any crypto assets or Tokens under the Services does not guarantee any continuous support in the future. You are solely responsible for monitoring which crypto assets or Tokens are supported by the Services. We are not liable for discontinuation of support of any particular crypto asset or Token. We reserve the right to, and by using the services you acknowledge and agree that we may, discontinue supporting any crypto asset or Token with or without notice. Under no circumstances will we be liable for any direct or indirect losses, damages, or costs that you may suffer in connection with any actions or inaction we may take in accordance with these Terms to discontinue our support of a crypto asset or Token.
* **5.7.2. Risks.** There are substantial risks associated with transactions involving crypto assets, including ERC-20z Tokens. You should carefully evaluate whether the Services are suitable for you, considering your circumstances, knowledge, and financial resources. While some of these risks are outlined in Section 16 herein, it is not an exhaustive list and may not encompass all risks associated with your use of the Services. By accessing and using the Services, you acknowledge and agree that you assume all risks associated with such actions, and we are not liable for any losses you may incur due to these risks.
* **5.7.3. Disclosure.**Support of any crypto asset or Token by the Services does not constitute (i) an offer or solicitation to invest in, buy, or sell any interests or shares, or to participate in any investment or trading strategy, (ii) accounting, legal, or tax advice, or investment recommendations, or (iii) an official statement of Zora. Zora may have financial interests in certain crypto assets or Tokens that are supported by the Services. Prior to making any investment decisions, we advise that you first consult with your advisors.
* **5.7.4. No Representation or Warranty.**No representation or warranty is made, expressed, or implied regarding the accuracy of the information or the future performance of any Token, crypto asset, financial instrument, or other market or economic measure. Zora does not endorse or approve any links or third-party websites provided through the Services for the purpose of facilitating user due diligence efforts, or for other educational or informational purposes.

**6. Digital Assets**

**6.1. Digital Collectibles.** Zora allows users to create, discover and acquire Tokens on the Services. Through our Services, users can create Tokens on the applicable public blockchain. Zora provides the technical infrastructure for users to create the smart contract on the public blockchain governing each Token created on the Services. Zora does not make any representations or warranties about Third-Party Content (defined below) visible through our Services, including any Content (defined below) associated with any images or Tokens displayed on the Services.

* **6.1.1.**You are solely responsible for the Content associated with any Tokens you create. You represent and warrant that such Content does not contain material subject to copyright, trademark, publicity rights, or other intellectual property rights, unless you have necessary permission or are otherwise legally entitled to post the Content and that the Content does not violate any laws.
* **6.1.2.**You are solely responsible for Content related to your Tokens. You bear responsibility for verifying the legitimacy, authenticity, and legality of the Tokens that you purchase from users on our Services. We cannot guarantee that any Tokens visible on our Services will always remain visible and/or available.
* **6.1.3.**These Terms solely govern the use of our Services. Tokens are available on public blockchains and may be purchased, sold, or transferred by buyers, sellers, or creators without the use of our Services and therefore without agreeing to our Terms.
* **6.1.4.**The value of a Token may increase or decrease on a linear curve based on the engagement by users on the Site. Zora does not control and is not responsible for the value of Tokens and makes no guarantee, express or implied, of its value.
* **6.1.5.**You may not use, acquire, sell, or distribute Tokens except through the Services and except as expressly allowed by Zora under these Terms. Any attempt to do so constitutes a violation of the Terms, will render the transaction void, and may result in the immediate suspension or termination of your Account and your loss to your claim to the Token’s value through the Services.
* **6.1.6.**Tokens are not legal tender, backed by any government, or subject to protections or insurance provided by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation. Tokens are not intended to be an investment opportunity of any kind and should not be perceived as one.

**6.2. Digital Assets Generally.**TOKENS ARE INTENDED FOR CONSUMER ENJOYMENT, USE AND CONSUMPTION ONLY AND MAY ONLY BE USED FOR THIS INTENDED PURPOSE. THEY ARE NOT INTENDED TO BE A “SECURITY,” AS DEFINED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, THE INVESTMENT COMPANY ACT OF 1940, AS AMENDED, OR THE SECURITIES LAWS OF ANY U.S. STATE. YOU REPRESENT AND WARRANT THAT YOU ARE NOT ACQUIRING (A) THE TOKENS FOR SPECULATIVE OR INVESTMENT PURPOSES OR (B) AN EQUITY INTEREST OR PROFIT-SHARING INTEREST IN ZORA, ANY CREATOR, OR ANY OTHER INDIVIDUALS OR ENTITIES ASSOCIATED WITH ZORA. YOU UNDERSTAND THAT LEGISLATION, REGULATION, OR COURT OPINIONS OR ORDERS AT THE STATE, FEDERAL, OR INTERNATIONAL LEVEL MAY ADVERSELY AFFECT YOUR ABILITY TO USE, TRANSFER, OR EXCHANGE THE TOKENS.

**6.3. Transactions.**All transactions are final and, unless otherwise permitted by Zora through its policies or practices, non-refundable and non-reversible. In addition, transaction fees may apply.

**7. Ownership; Proprietary Rights**

**7.1. Definitions**. For purposes of these Terms, the following definitions apply:

* **7.1.1.**“***Content***” means all works of authorship of any kind, including by way of example, text, graphics, images, musical works, sound recordings, software, video, audiovisual, and information or other materials that are posted, provided or otherwise made available through the Services; and
* **7.1.2.**“***Zora Content***” means the Services, our trademarks, logos, branding, and any other Content that we provide, create, or generate in connection with the Services, including proprietary rights of every kind and nature however denominated throughout the world, registered or unregistered, associated with such Zora Content and the Services.

**7.2. Our Rights.** The Services are owned and operated by Zora. Unless otherwise indicated, the Services are our proprietary property, and all computer code (including source code or object code), products, databases, functionality, software, services, usernames, designs, visual interfaces, audio, video, text, photographs, compilations, graphics, and all other elements of the Services provided by Zora are protected by intellectual property and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content. Except as expressly provided in these Terms, no part of the Services and no Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

**7.3. Zora Protocol.** For the avoidance of doubt, we disclaim any ownership rights or control over the Zora Protocol. All of the Zora Protocol is completely open source.

**7.4. Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Services (“***Feedback***”), then you hereby grant Zora an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and through any means now known or hereafter created, and for any purpose, throughout the universe, including to improve the Services and create other products and services. We will have no obligation to provide you with attribution or compensation for any Feedback you provide to us.

**7.5. Your Rights.** Except for the licenses granted by you to Zora, you retain all rights in and to your User Content (defined below), as between you and us.

**8. User Content.**

**8.1. Limited License Grant to Zora.**By submitting, uploading, publishing, storing, broadcasting, or otherwise transmitting (collectively, “***Posting***”) Content to or through the Services (“***User Content***”), you grant us an unrestricted, assignable, sublicensable, revocable, royalty-free, fully paid-up license throughout the universe to reproduce, distribute, publicly display, communicate to the public, publicly perform (including by means of digital audio transmissions and on a through-to-the-audience basis), make available, create derivative works from, retransmit, and otherwise exploit and use all or any part of such User Content by any means and through any media and formats, whether now known or hereafter developed, for the purposes of: (i) advertising, marketing and promoting Zora, the Services, and the availability of your User Content on the Services; (ii) displaying and sharing your User Content to other users of the Services; and (iii) providing, operating, and improving the Services as authorized by these Terms. All of the rights you grant in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of external services will not have any separate liability to you or any other third party for User Content Posted or otherwise used on external services via the Services. For clarity, Zora does not claim any ownership of User Content and has no right to use User Content other than in accordance with these terms or otherwise absent your express permission. You agree to pay all monies owing to any person or entity resulting from Posting your User Content and from Zora’s exercise of the license set forth in this Section.

**8.2. Specific Rules for Photographs and Images.**If you Post a photograph or image to the Services that includes one or more persons, you hereby grant such person(s) and their administrators, guardians, heirs, and trustees, if any, an irrevocable, perpetual, royalty free, fully paid-up, worldwide license to reproduce, distribute, and publicly display that photograph for personal use and through any online platform or service, including the Services, Facebook, Instagram, and Twitter, but not to promote any third-party product, good, or service. The license contained in this Section does not permit the subject of any photo or their administrators, guardians, heirs, or trustees to sell that image or photograph, whether on a standalone basis or as embodied in any product. Notwithstanding the foregoing, this Section 8.2 only applies to the extent there is not a conflicting agreement between the photographer and the subject(s) of the photo. You and the subject of any photograph or other original work of authorship you Post to the Services are free to negotiate terms and conditions to supersede the provisions of this Section 8.2.

**8.3. You Must Have Rights to the Content You Post; User Content Representations and Warranties.**You must not Post any User Content that violates these Terms or for which you do not have all the rights necessary to grant the licenses described herein. You represent and warrant that your User Content, the source and underlying materials used in creating the User Content, and our use of such content as permitted by these Terms, will not violate any rights of or cause injury to any person or entity. Zora disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Services. By providing User Content via the Services, you affirm, represent, and warrant to us that:

* **8.3.1.**you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Zora and users of the Services to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Zora, the Services, and these Terms;
* **8.3.2.**your User Content, and the Posting or other use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Zora to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
* **8.3.3.**your User Content is not in violation of applicable law and could not be deemed by a reasonable person to be harassing, threatening, or hateful.

**8.4. User Content Disclaimer.**We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. Zora may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Services, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Zora with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Zora does not permit infringing activities on the Services.

**8.5. Monitoring Content.**Zora does not control and does not have any obligation to monitor: (i) User Content; (ii) any content made available by third parties; or (iii) the use of the Services by its users. You acknowledge and agree that Zora reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Services for operational and other purposes. If at any time Zora chooses to monitor the content, then Zora still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our [Privacy Policy](https://support.zora.co/en/articles/1369025). Zora may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Services without any liability to the user who Posted such User Content to the Services or to any other users of the Services.

**9. Prohibited Activities**

You may not access or use the Services for any purpose other than that for which we make the Services available. As a user of the Services, you agree not to:

**9.1.** use the Services in a manner inconsistent with any applicable laws or regulations, including using the Services to interact with the Zora Protocol in a manner that is illegal or otherwise prohibited by law or regulation in any jurisdiction, or that is intended to harass, abuse, intimidate or violate the legal rights or privacy of any person;

**9.2.**use the Services in a manner that, on the basis of your potential future efforts, creates in others an expectation of profits in connection with any Token you created;

**9.3.**trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information;

**9.4.**harass, threaten, demean, embarrass, bully, or otherwise harm any other user of the Services;

**9.5.**violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

**9.6.**circumvent, disable, or otherwise interfere with security-related features of the Services;

**9.7.**use any software or networking techniques, including use of a Virtual Private Network (VPN) to modify your internet protocol address or otherwise circumvent or attempt to circumvent this prohibition;

**9.8.**make improper use of our support services or submit false reports of abuse or misconduct;

**9.9.**upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party’s uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services;

**9.10.**attempt to impersonate another user or person;

**9.11.**interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services including denial of service attacks;

**9.12.**sell or otherwise transfer the access granted under these Terms or any Zora Content (as defined in Section 7.1 (*Definitions*)) or any right or ability to view, access, or use any Materials;

**9.13.**attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any Content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Services except to the extent that the activity is expressly permitted by applicable law;

**9.14.**make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; or

**9.15.**attempt to do or assist or permit any person in engaging in any of the acts described in this Section 9 (*Prohibited Activities*).

**10. Third-Party Items**

**10.1. Third-Party Services and Linked Websites.**The Services may display, include or make available services, content, data, information, applications or other materials from third-parties, including, but not limited to, third-party wallets, and Tokens and other content made available on our Services by third-parties (collectively “***Third-Party Materials***”). We provide access to Third-Party Materials only as a convenience to you and do not have control over their content, do not warrant or endorse, and are not responsible for the availability or legitimacy of the content, products, or services on or accessible from those Third-Party Materials (including any related websites, resources, or links displayed therein). We make no warranties or representations, express or implied, about such Third-Party Materials, the third parties they are owned and operated by, the information contained on them, or the suitability of their products and services. Use of any Third-Party Materials is subject to any terms and conditions governing the Third-Party Materials. You acknowledge sole responsibility for and assume all risk arising from your use of any Third-Party Materials. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, Zora will have no control over the information that has been shared.

**10.2. Third-Party Software.**The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components (“***Third-Party Components***”). Although the Services is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third-party licenses.

**11. Privacy Policy**

Our Privacy Policy describes how we handle the information you provide to us when you use the Services. For an explanation of our privacy practices, please visit our Privacy Policy located [[here]](https://support.zora.co/en/articles/1369025).

**12. Intellectual Property Rights**

**12.1. Respect of Third Party Rights**. Zora respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Services to do the same. Infringing activity will not be tolerated on or through the Services.

**12.2. DMCA Notification**. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights-related complaint about any material on the Services, you may contact our Designated Agent at the following address:

Zora Labs, Inc.

Attn: Legal

110 Green Street, #803A

New York, NY 10012

Email: [dmca@ourzora.com](mailto:dmca@ourzora.com)

**12.3. Procedure for Reporting Claimed Infringement**. If you believe that Content residing on or accessible through the Services has been used or exploited in a manner that infringes an intellectual property right you own or control, please promptly notify us by sending a written “***Notification of Claimed Infringement***” to our Designated Agent identified above containing the following information:

* identification and a description of the Content on the Services that is claimed to be infringing, including URLs where such Content can be found;
* a description of the copyrighted work or other intellectual property right that you claim has been infringed;
* your full name, address, phone number, and a valid email address at which you can be reached;
* a statement that you have a good faith belief that use of the material relied upon is not authorized by the copyright or other intellectual property right owner, its agent, or the law;
* a statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner; and
* an electronic or autograph signature (which can be a scanned copy) of the person authorized to act on behalf of the owner of the copyright or other right being infringed.

Your Notification of Claimed Infringement may be shared by Zora with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to Zora making such disclosures. You should consult with your own lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

**12.4. Repeat Infringers**. It is Zora’s policy to: (i) remove or disable access to Content that Zora believes in good faith, upon notice from an intellectual property rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Services; (ii) notify the user who Posted the Content to the Services, that access to such Content has been removed or disabled; and (iii) in appropriate circumstances, terminate the accounts of and block access to the Services for any user who repeatedly or egregiously infringes other people’s copyright or other intellectual property rights. If you find Content that you believe violates your intellectual property rights, or otherwise violates these Terms or applicable laws, please notify us in accordance with Section 12.2 (*DMCA Notification*).

**12.5. Counter Notification**. If you receive a notification from Zora that material made available by you on or through the Services has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Zora with what is called a “**Counter Notification**.” To be effective, a Counter Notification must be in writing, provided to Zora’s Designated Agent through one of the methods identified in Section 12.2 (*DMCA Notification*), and include substantially the following information:

* your physical or electronic signature;
* identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
* a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
* your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which Zora may be found, and that you will accept service of process from the person who provided notification under Section 12.2 (*DMCA Notification*) above or an agent of that person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party’s obligations to provide a valid counter notification under the Copyright Act.

**12.6. Reposting of Content Subject to a Counter Notification**. If you submit a Counter Notification to Zora in response to a Notification of Claimed Infringement, then Zora will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Zora will replace the removed User Content or cease disabling access to it in ten (10) business days, and Zora will replace the removed User Content and cease disabling access to it not less than ten (10), nor more than fourteen (14), business days following receipt of the Counter Notification, unless Zora’s Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on Zora’s system or network.

**12.7. False Notifications of Claimed Infringement or Counter Notifications**. The Copyright Act provides at 17 U.S.C. § 512(f) that: “[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys’ fees, incurred by the alleged infringer, by any copyright owner or copyright owner’s authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of Zora relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.” Zora reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

**13. Third-Party Content**

Our Services relies on or interoperate with third-party products and services, including, without limitation, websites, data storage services, communications technologies, IoT platforms, third-party app stores, and Internet and mobile operators (collectively, “***Third-Party Materials***”). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of our Services you acknowledge that (a) the use and availability of the Services are dependent on third-party product vendors and service providers and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that our Services operates.

Specifically, certain items of independent, third-party code may be utilized in connection with the Services that may be subject to open-source licenses (“***Open-Source Software***”). The Open-Source Software is licensed to us under the terms of the license that accompanies such Open-Source Software and may be licensed to you under the terms of the same license or through other terms. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Open-Source Software.

We may further provide information about or links to third-party products, services, activities, or events, or we may allow third parties to make their content and information available on or through the Services (collectively, “***Third-Party Content***”). We provide Third-Party Content as a service to those interested in such content. Your dealings or correspondence with third parties and your use of or interaction with any Third-Party Content are solely between you and the third party.

We have no obligation to monitor Third-Party Materials or Third-Party Content, and we may block or disable access to any Third-Party Materials or Third-Party Content (in whole or part) through our Services at any time. Your access to and use of such Third-Party Content or Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Content (including terms of service or privacy policies of the providers of such Third-Party Materials). You are responsible for obtaining and maintaining any computer hardware, equipment, network services and connectivity, telecommunications services, and other products and services necessary to access and use the Services.

**14. Indemnification**

By agreeing to these Terms and accessing the Services, you agree, to the fullest extent permitted by applicable law, to indemnify, defend, and hold harmless Zora, and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (individually and collectively, the “***Zora Parties***”), from and against all actual or alleged claims, damages, awards, judgments, losses, liabilities, obligations, taxes, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses), and costs (including, without limitation, court costs, costs of settlement, and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract, or otherwise (collectively, “***Claims***”), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the Services, content, Tokens, or content linked to or associated with any Tokens (b) any Feedback you provide, (c) your violation or breach of any term of these Terms or applicable law, and (d) your violation of the rights of or obligations to a third party, including another user or third party, and (e) your negligence or willful misconduct. You agree to promptly notify Zora of any Claims and cooperate with the Zora Parties in defending such Claims. You further agree that the Zora Parties shall have control of the defense or settlement of any Claims. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND ZORA.

**15. Disclaimers; No Warranties by Zora.**

**15.1.**THE SERVICES, THE ZORA PROTOCOL ALL MATERIALS AND CONTENT AVAILABLE ON OR THROUGH THE SERVICES, ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES OR THE ZORA PROTOCOL, IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES, THE ZORA PROTOCOL AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES’ CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS AS A RESULT OF YOUR USE OF THE SERVICES OR THE ZORA PROTOCOL, (ii) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES OR THE ZORA PROTOCOL, (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES OR THE ZORA PROTOCOL, (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, (vi) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES OR THE ZORA PROTOCOL, AND/OR (vii) ANY USER’S ACTIONS OR INACTIONS WITH RESPECT TO THE USE OF THE SERVICES OR THE ZORA PROTOCOL. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES (INCLUDING, FOR THE AVOIDANCE OF DOUBT, ANY THIRD-PARTY PRODUCTS AS DISCUSSED IN APPENDIX A), ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES (INCLUDING ANY THIRD-PARTY PRODUCTS). ALTHOUGH THERE MAY NOT BE A PURCHASE IN THE TRADITIONAL SENSE, AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

**15.2.** WE ARE NOT LIABLE TO YOU AND TAKE NO RESPONSIBILITY FOR ANY USE OF CRYPTO ASSETS, TOKENS OR USER CONTENT, OR YOUR WALLET, INCLUDING BUT NOT LIMITED TO (i) USER ERROR, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED ADDRESSES; (ii) SERVER FAILURE OR DATA LOSS; (iii) UNAUTHORIZED ACCESS OR USE; (iv) ANY USER'S OR UNAUTHORIZED THIRD-PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST YOU (E.G., “RUG PULLS” OR OTHER SCAMS), THE SERVICES, THE ZORA PROTOCOL, OR TOKENS; (v) FLUCTUATIONS IN THE PRICE OF TOKENS OR ANY OTHER CRYPTO ASSETS; OR (vi) ANY LOSSES OR INJURY DUE TO A VULNERABILITY, FAILURE, OR DEGRADED PERFORMANCE OF SOFTWARE, BLOCKCHAINS, OR ANY OTHER FEATURES OF THE TOKENS, OR THE ZORA PROTOCOL.

**15.3. Blockchain and Wallet Disclaimer**. You understand that smart contract transactions automatically execute and settle, and that blockchain-based transactions are irreversible when confirmed. You accept and acknowledge that there are risks associated with holding or using Tokens, or using any blockchain networks supported by the Services, including but not limited to, the risk of losing access to your address due to loss of private keys, seed phrases, passkeys, or other credentials, or an unauthorized third party gaining access to same, and the risk of unknown vulnerabilities in the token smart contract code or the network protocol. You agree to take all reasonable steps to protect your Wallet credentials including passwords, passkeys, pin codes, and access to your devices for authentication, including SMS or multi-factor authentication. You agree to comply with all third party terms associated with Wallets that are linked to the Services. You acknowledge and accept all such risks described in this paragraph and release us completely from all liability that may arise as a result of any one or more of these things occurring. You accept and acknowledge that we will not be responsible for any losses, failures, disruptions, errors, distortions, or delays you may experience when purchasing, holding, selling, or otherwise using the Zora Protocol however caused.

**15.4. Risk from Hacking and Theft**. Hackers may seek to access your Wallet through multiple means, including, but not limited to, phishing and other fraudulent communications. ZORA WILL NEVER PROVIDE ACCESS TO OFFERS OR PROMOTIONS THROUGH DISCORD MESSAGES OR LINKS, AND YOU SHOULD NEVER CLICK ON ANY LINK ON DISCORD TO AN OFFER OR PROMOTION CLAIMING TO BE FROM ZORA EVEN IF IT APPEARS TO ORIGINATE FROM ZORA. YOU ARE SOLELY RESPONSIBLE FOR ANY LOSSES THAT ARISE FROM YOUR CLICKING ON ANY LINKS FROM A THIRD PARTY, EVEN IF SUCH THIRD PARTY APPEARS TO BE ZORA, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LOSSES ARISING FROM THE THEFT OR UNAUTHORIZED USE OF YOUR WALLET CREDENTIALS.

**15.5. No Investment Advice**. The Services are not intended to provide legal, tax, investment or insurance advice. Nothing on the Services should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any financial instrument by us or any third party. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your investment objectives, financial circumstances and risk tolerance. You are solely responsible for determining what, if any, taxes apply to your transactions using the Services. You should consult your legal, investment or tax professional regarding your specific situation. We do not make any representations regarding the benefits or results that you or any third party shall receive from the Services.

**15.6. Valuation of Tokens and Assumption of Risk**. Zora does not endorse, approve of, or take any responsibility in determining any particular Token’s value, or make any warranty about the suitability of any Token for ownership or trading. The prices and value of Tokens are volatile and subjective, and have no guaranteed value. Zora does not and cannot guarantee that any Token purchased through the Services will retain any particular value. You acknowledge that to the extent any Token has value, any Token may drop in value for many reasons, and Zora will have no responsibility for determining value or making up any losses in value to you. You agree to assume all risk associated with the use and value of Tokens, including the risk that an Token may have no value in the future. You also agree not to create or use Tokens in any way that would violate applicable laws, including US securities laws

**15.7. Novel and Experimental Technology**. The Services and the Zora Protocol rely on novel and experimental technology that may contain bugs, viruses, Trojan horses, or other vulnerabilities, and may be subject to hacks, phishing attempts or other malicious activity, that could result in a complete loss of the crypto assets that you use in connection with the Services or the Zora Protocol. By using the Services or the Zora Protocol, you acknowledge and agree to use such a novel and experimental technology at your own risk. You further acknowledge and agree that there are certain risks native to cryptographic or blockchain-based systems, which include but are not limited to, private key security, high price volatility, technological vulnerabilities, cybersecurity attacks, and other forms of malicious activity present in the crypto asset ecosystem (e.g., scams, rug pulls). Please do your own due diligence before engaging with the Services or the Zora Protocol whether directly or via any Third-Party Products.

**15.8. Legal and Regulatory Developments**. The framework for the regulation of crypto assets is rapidly evolving and subject to change. You understand that it is your responsibility to ensure that you are using the Services, the Zora Protocol, and any Third-Party Products in a manner that is consistent with applicable laws, rules, and regulations.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 15 (*DISCLAIMERS; NO WARRANTIES BY ZORA*) APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Zora does not disclaim any warranty or other right that Zora is prohibited from disclaiming under applicable law.

**16. Assumption of Risk.**

You accept and acknowledge:

* **16.1.**Prices of Tokens are subject to volatility and fluctuations.
* **16.2.**You are responsible for any fees related to use of the Services, including for actions you take on the blockchain, regardless of whether a successful transaction occurs, and that such fees are final and irreversible.
* **16.3.**A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, which could in turn negatively impact the prices of Tokens.
* **16.4.**The regulatory regime governing blockchain technologies, non-fungible tokens, cryptocurrency, and other crypto-based items is uncertain, and new regulations or policies may materially adversely affect the development of the Services and the prices of Tokens.
* **16.5.**You are solely responsible for determining what, if any, taxes apply to your transactions and to withhold, collect, report, and remit the correct amounts of taxes to the appropriate tax authorities. Zora is not responsible for determining, withholding, collecting, reporting, or remitting any taxes that apply to your Tokens.
* **16.6.**There are risks associated with purchasing items associated with content created by third parties through peer-to-peer transactions, including but not limited to, the risk of purchasing counterfeit items, mislabeled items, items that are vulnerable to metadata decay, items on smart contracts with bugs, and items that may become untransferable. You represent and warrant that you have done sufficient research before making any decisions to buy, or otherwise interact with any Tokens or accounts/collections.
* **16.7.**Zora does not control the public blockchains that you are interacting with, and we do not control certain smart contracts and protocols that may be integral to your ability to complete transactions on these public blockchains. Blockchain transactions are irreversible, and Zora has no ability to reverse any transactions on the blockchain.
* **16.8.**There are risks associated with using Internet and blockchain-based products, including, but not limited to, the risk associated with hardware, software, and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to your Wallet. You accept and acknowledge that Zora will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Services or any blockchain network, however caused.

**17. Limitations of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT IN NO EVENT WILL ZORA OR ITS SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY (A) FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR THE SERVICES, PRODUCTS OR THIRD-PARTY SITES AND PRODUCTS, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF ZORA OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY OTHER CLAIM, DEMAND, OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF THE DELIVERY, USE, OR PERFORMANCE OF THE SERVICES. ACCESS TO, AND USE OF, THE SERVICES, PRODUCTS OR THIRD-PARTY SITES, AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF ZORA ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS, THE ACCESS TO AND USE OF THE SERVICES, CONTENT, TOKENS, OR ANY ZORA PRODUCTS OR SERVICES EXCEED THE GREATER OF (A) $100 OR (B) THE AMOUNT RECEIVED BY ZORA FOR ITS SERVICE TO YOU DIRECTLY RELATING TO THE ITEMS THAT ARE THE SUBJECT OF THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

**18. Dispute Resolution; Binding Arbitration.**

**18.1. Generally**. Except as described in Section 18.2 (*Exceptions*) and 18.3 (*Opt-Out*), you and Zora agree that every dispute arising in connection with these Terms, the Services, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU AND ZORA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

**18.2. Exceptions**. Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in a court of law in aid of arbitration; or (iv) to file suit in a court of law to address an intellectual property infringement claim.

**18.3. Opt-Out**. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 18 (*Dispute Resolution; Binding Arbitration*) within 30 days after the date that you agree to these Terms by sending a letter to Zora Labs, Inc., Attention: Legal Department – Arbitration Opt-Out, 110 Green Street, #803A, New York, NY 10012, that specifies: your full legal name, the email address associated with your account on the Services, and a statement that you wish to opt out of arbitration (“***Opt-Out Notice***”). Once Zora receives your Opt-Out Notice, this Section 18 (*Dispute Resolution; Binding Arbitration*) will be void and any action arising out of these Terms will be resolved as set forth in Section 19 (*Governing Law*). The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

**18.4. Arbitrator**. This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the JAMS under the rules applicable to consumer disputes (collectively, “***JAMS Rules***”) as modified by these Terms. The JAMS Rules and filing forms are available online at [www.jamsadr.org](http://www.jamsadr.org/), by calling the JAMS at +1-800-352-5267 or by contacting Zora.

**18.5. Commencing Arbitration**. Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“***Notice of Arbitration***”). Zora’s address for Notice is: Zora Labs, Inc., 110 Green Street, #803A, New York, NY 10012. The Notice of Arbitration must: (i) identify the name or account number of the party making the claim; (ii) describe the nature and basis of the claim or dispute; and (iii) set forth the specific relief sought (“***Demand***”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within thirty (30) days after the Notice of Arbitration is received, you or Zora may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Zora will reimburse you for your payment of the filing fee, unless your claim is for more than US$10,000 or if Zora has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the JAMS Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the JAMS Rules and the other party may seek reimbursement for any fees paid to JAMS.

**18.6. Arbitration Proceedings**. Any arbitration hearing will take place in the county and state of your residence unless we agree otherwise or, if the claim is for US$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a telephonic or video hearing; or (iii) by an in-person hearing as established by the JAMS Rules in the county (or parish) of your residence. During the arbitration, the amount of any settlement offer made by you or Zora must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

**18.7. Arbitration Relief**. Except as provided in Section 18.8 (*Class Actions Waiver*), the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Zora before an arbitrator was selected, Zora will pay to you the higher of: (i) the amount awarded by the arbitrator and (ii) US$10,000. The arbitrator’s award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator’s award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator’s application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

**18.8. Class Actions Waiver**. YOU AND ZORA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Zora agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

**18.9. Modifications to this Arbitration Provision**. If Zora makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within thirty (30) days of the change to Zora’s address for Notice of Arbitration, in which case your account with Zora will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

**18.10. Enforceability**. If Section 18.8 (*Class Actions Waiver*) or the entirety of this Section 18 (*Dispute Resolution; Binding Arbitration*) is found to be unenforceable, or if Zora receives an Opt-Out Notice from you, then the entirety of this Section 18 (*Dispute Resolution; Binding Arbitration*) will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 19 (*Governing Law*) will govern any action arising out of or related to these Terms.

**19. Governing Law**

Any Claims will be governed by and construed and enforced in accordance with the laws of the State of Delaware, except to the extent preempted by U.S. Federal Law, without regard to conflict of law rules or principles (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. If any Claim is not subject to arbitration pursuant to Section 18, then the state and federal courts located in the State of Delaware will have exclusive jurisdiction. You and Zora waive any objection to venue in any such courts. If your local law requires that consumer contracts be interpreted subject to local law and enforced in the courts of that jurisdiction, this section may not apply to you only to the extent that local law conflicts with this section.

**20. Term and Termination.**

**20.1. Term**. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Services and ending when terminated as described in Section 20.2 (*Termination*).

**20.2. Termination**. If you violate any provision of these Terms, then your authorization to access the Services and these Terms will automatically terminate. Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Services (including blocking certain IP or device addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms or of any applicable law or regulation. We may terminate your use or participation in the Services or delete any User Content or information that you Post at any time, without warning, in our sole discretion. You may terminate your account and these Terms at any time by contacting our Support team at [support@zora.co](mailto:support@zora.co).

**20.3. Effect of Termination**. Upon termination of these Terms: (i) your license rights will terminate and you must immediately cease all use of the Services; (ii) you will no longer be authorized to access your account or the Services; (iii) you must pay Zora any unpaid amount that was due prior to termination; and (iv) all payment obligations accrued prior to termination, all definitions, and Sections 7 (*Ownership; Proprietary Rights*), 8.1 (*Limited License Grant to Zora*), 8.2 (*Specific Rules for Photographs and Images*), 8.4 (*User Content Disclaimer*), 14 (*Indemnification*), 15 (*Disclaimers; No Warranties by Zora*), 17 (*Limitations of Liability*), 18 (*Dispute Resolution; Binding Arbitration*), 20.3 (*Effect of Termination*), and 26 (*Miscellaneous*) will survive. You are solely responsible for retaining copies of any User Content you Post to the Services since upon termination of your account, you may lose access rights to any User Content you Posted to the Services. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under a new wallet, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

**21. Severability**

If any term, clause, or provision of these Terms is held invalid or unenforceable, then that term, clause, or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause, or provision, or any other term, clause, or provision of these Terms.

**22. Injunctive Relief**

You agree that a breach of these Terms will cause irreparable injury to Zora for which monetary damages would not be an adequate remedy and Zora shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security, or proof of damages.

**23. California Residents**

If you are a California resident, in accordance with Cal. Civ. 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.

**24. Export Laws**

You agree that you will not export or re-export, directly or indirectly, the Services, and/or other information or materials provided by Zora hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a “terrorist supporting” country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

**25. Survival**

All sections which by their nature should survive the termination of these Terms shall continue in full force and effect subsequent to and notwithstanding any termination of these Terms by Zora or you. Termination will not limit any of Zora’s other rights or remedies at law or in equity.

**26. Miscellaneous**

These Terms (and any other applicable terms or policies incorporated by reference in these Terms) constitute the entire agreement between you and Zora relating to your access to and use of the Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Zora, and Zora’s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for reference only and shall not be read to have any legal effect.

Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity.

**APPENDIX A: SUPPLEMENTAL TERMS FOR ZORA NETWORK SERVICES**

**1. ZORA NETWORK SERVICES OVERVIEW**

The Services allow you to access and interact with the Zora Network, a layer-two optimistic rollup on the Ethereum public blockchain network. The Zora Network is designed to increase transaction throughput, efficiency, and speed by combining multiple transactions into “batches” and settling these transactions to the Ethereum blockchain in compressed format. The Services do not include financial services of any kind, including, without limitation broker, dealer, exchange, investment adviser, or custody services. The Services are technological services that enable you to access and interact with the Zora Network directly. This means that you are solely responsible for the transfer, custody, and management of the crypto assets that you use in connection with the Zora Network.

**2. ACCESSING THE ZORA NETWORK THROUGH THE SERVICES**

To access the Zora Network through the Services, you will be required to connect a Wallet to the Services.

**3. ZORA NETWORK SERVICES**

**3.1. Distinguishing the Services from the Zora Network**.The Zora Network is a layer-two optimistic rollup on the Ethereum public blockchain that is accessible through the Services.

* **3.1.1** The Zora Network is open-source software built on the OP Stack, the decentralized software stack maintained and approved by the Optimism Collective, and comprises a set of smart contracts, which, once deployed, are not controlled by Zora. The OP Stack is available to the public at <https://github.com/ethereum-optimism/optimism>.
* **3.1.2.** Although Zora initially deployed the Zora Network software, Zora does not operate the Zora Network itself. The Zora Network is distinct from the Services and is not offered or provided by Zora, either as a part or component of the Services or otherwise.
* **3.1.3.**There is a risk that the Optimism Collective may approve a network upgrade that, if implemented, may introduce bugs, viruses, Trojan horses, or other vulnerabilities or changes to the Zora Network that could result in a partial or complete disruption of the Zora Network or loss, damage, or destruction of your crypto assets.
* **3.1.4.**At no point in time will Zora or the Zora Network (whether via any bridge, Sequencer, or otherwise) take custody, possession, or control over your crypto assets.

**3.2. Bridging and Withdrawing**.

* **3.2.1.**Before you are able to transact through the Zora Network, you will be required to bridge crypto assets held within your Wallet on the Ethereum blockchain to the Zora Network so that you can transact with such crypto assets. Crypto assets that have not been bridged to the Zora Network cannot be used in transactions on the Zora Network. Similarly, crypto assets that have been bridged to the Zora Network cannot be used in transactions on the Ethereum blockchain until such crypto assets have been withdrawn from the Zora Network. The crypto assets that you bridge to the Zora Network will appear in your Wallet on the Zora Network, but will not appear in your Wallet on the Ethereum blockchain. The crypto assets that you withdraw will no longer appear in your Wallet on the Zora Network but will appear in your Wallet on Ethereum.
* **3.2.2.**The Zora Network’s native bridge (the “***Zora Bridge***”) permits users to bridge ether and other ERC-20 Tokens to the Zora Network. Do not use the Zora Bridge to attempt to bridge any crypto assets that are not supported by the Zora Bridge. For more information about Third-Party Bridges, see Section 3.7.2 of this Appendix.
* **3.2.3.**You always own, control, and are responsible for all crypto assets that you bridge or attempt to bridge to the Zora Network via any bridge. Zora is not liable or responsible for any crypto assets that are destroyed or irretrievably lost in connection with your use of any Zora Network bridge, including the Zora Bridge.

**3.3. Verifier**.You may choose to serve as a “verifier” on the Zora Network (“***Verifier***”) by operating the necessary hardware and open-source software to verify transactions on layer-two optimistic rollups on the Ethereum blockchain. Verifiers may monitor for discrepancies (or “faults”) between the transaction history and state of the Zora Network to protect against any loss of crypto assets as a result of a failure of the Zora Network technology. You are responsible for maintaining all hardware and software necessary to serve as a Verifier.

**3.4. Sequencer**.As a layer-two optimistic rollup on the Ethereum public blockchain network, the Zora Network will combine multiple transactions into “batches” and settle these transactions to the Ethereum blockchain in a compressed format via a component of the Zora Network known as a “sequencer” (the “***Sequencer***”).

* **3.4.1.**Once a transaction has been executed on the Zora Network, the Sequencer will programmatically organize the transaction within a batch of transactions, compress the batched transaction data, and submit such data to a series of smart contracts on the Ethereum blockchain every sixty (60) minutes. This process is intended, among other things, to result in transactions on the Zora Network requiring lower aggregate transaction fees or “gas” than typical Ethereum blockchain transactions while immutably memorializing such transactions on the Ethereum blockchain.
* **3.4.2.**You have the option to avoid using the Sequencer by submitting your transactions directly to the Canonical Transaction Chain via a Cross Chain Messenger smart contract on the Ethereum blockchain. Your ability to directly submit transactions is intended to offer you other means of performing transactions via the Zora Network.
* **3.4.3.**You understand that any transactions submitted directly to the Canonical Transaction Chain via a Cross Chain Messenger smart contract may require more transaction fees because in such circumstances transaction fees or “gas” will be borne solely by you as opposed to being amortized among the users that have their transactions “batched” in the Sequencer.
* **3.4.4.**You further understand that ConduitXYZ, Inc. (the “***Service Provider***”) is responsible for the administrative task of operating the Sequencer.

**3.5. Waiting Periods**.

* **3.5.1.**Withdrawing transactions on the Zora Network will be considered “pending” until the end of a seven-day “dispute period” (the “***Dispute Period***”), and will only be deemed final at the conclusion of the Dispute Period. As a result, withdrawing your crypto assets from the Zora Network may result in you not being able to immediately access or use the crypto assets that are being withdrawn until the Dispute Period ends.
* **3.5.2.**During the Dispute Period, the Zora Network is designed to allow you to initiate a “force-withdraw” as of the last valid state of the Zora Network, subject to Zora Network Dispute Period requirements. Initiating a force-withdraw allows you to manually withdraw your ether or ERC-20 Tokens from the Zora Network if you suspect any discrepancy or a faulty state of the Zora Network. This function is native to the OP Stack (and Zora Network) and allows you to unlock your crypto assets based on the then-current state of the Zora Network, subject to Zora Network Dispute Period requirements. Assets on the Zora Network are not currently capable of being force-withdrawn, and you acknowledge and agree that Zora is not responsible for any losses that may result from any attempt by you to force-withdraw crypto assets from the Zora Network.

**3.6. Zora Network Transaction Fees**.The Zora Network will charge you a transaction fee or “gas” on each transaction that you initiate on the Zora Network. You are responsible for any and all gas fees that are charged to your Wallet as a result of your transactions on the Zora Network.

* **3.6.1**You understand that there is a risk that transactions fees may be charged to your Wallet as a result of a failed or incomplete transaction. You acknowledge and agree that you assume full responsibility for any such transactions fees that are charged to your Wallet in connection with a failed or incomplete transaction.

**3.7. Third-Party Products**.

* **3.7.1. Developer Tools**.The Services provide users with access to certain Zora Development Tools, which allow users to connect to the Zora Network and the Zora Network’s block explorer. Certain portions of the Zora Developer Tools may be available to the public as open-source software, and your use of such Zora Developer Tools is governed by all applicable open-source licenses.
* **3.7.2. Third-Party Bridges**.Third-party developers may release third-party bridges that allow users to bridge crypto assets, including crypto assets not supported by the Zora Bridge, from the Ethereum blockchain to the Zora Network (“***Third-Party Bridges***”).Third-Party Bridges may allow you to access your crypto assets at a faster rate than the Zora Bridge as Third-Party Bridges may offer different deposit and withdraw times. Third-Party Bridges may also charge you additional or different transaction or “gas” fees than the Zora Bridge. You must exercise caution when accessing and using Third-Party Bridges. Once your crypto assets are locked in a Third-Party Bridge, control over such Third-Party Bridge is typically with the third-party developer or the smart contract itself. At no point in time will Zora or the Service Provider be liable to you for any loss involving a Third-Party Bridge, have the ability to exercise control over any Third Party Bridge or assist you if your crypto assets get locked in a Third-Party Bridge. The applicable service provider for the Third-Party Bridge is solely responsible for the crypto assets you use in connection with a Third-Party Bridge and any transaction that is facilitated via such Third-Party Bridge whether successful, incomplete, subject to dispute, or otherwise
* **3.7.3. Warning**. Zora does not make any representation or warranty or approve of your use of any Third-Party Bridges software or other products (collectively, “***Third-Party Products***”) as such products are developed independent of Zora by third parties. Zora does not and will never assume responsibility for any of the Third-Party Products or the losses or damages that may result therefrom. Your use of any Third-Party Products is at your own risk and expense and subject to the terms and conditions of any such Third-Party Product. Prior to your use or access of any Third-Party Products, please carefully review the terms of conditions related to the Third-Party Product.

**4. PROHIBITED ACTIVITIES**

You understand that you are responsible for all conduct and activities associated with your Wallet that occur on the Zora Network in connection with your use of the Services. As a result, you agree that you will not engage in any of the following activities through the Services: (i) circumvent or attempt to circumvent any limitations or restrictions placed on network access of the Services and/or Zora Network; (ii) use the Services and/or Zora Network in a manner that could interfere with, disrupt, negatively affect, or inhibit other users from enjoying the Services and/or Zora Network, or that could damage, disable, overburden, or impair the functioning of the Services and/or Zora Network; (iii) develop, attempt to develop, deploy, or attempt to deploy any software or technology that could harm or negatively affect the Services and/or Zora Network, or which should be reasonably likely to harm or negatively affect the Services and/or Zora Network; (iv) reverse engineer any aspect of the Services and/or Zora Network, or engage in any activities that are intended or might discover the Services and/or Zora Network’s source code, (v) use the Services and/or Zora Network to carry out or facilitate any illegal activities, including but not limited to, money laundering and terrorist financing; (vi) use the Services and/or Zora Network to engage in “front-running,” “wash trading,” “pump and dump” trading, "rug pulls" and similar scams, or other activities that are meant to, or are reasonably likely to, deceive or manipulate trading activities or harm other users; or (vii) use the Services and/or Zora Network to participate in any financial activities that are subject to registration, licensing, or similar regulatory approvals.

**5. ELIGIBILITY REQUIREMENTS**

Pursuant to Section 2.1 of the Terms, persons subject to economic and trade sanctions and/or located in a jurisdiction subject to economic and trade sanctions, among others, are not eligible to access or use the Services. Additionally, the Zora Network is designed to programmatically restrict persons subject to economic and trade sanctions and/or located in a jurisdiction subject to economic and trade sanctions from accessing the Zora Network.