

RARIBLE.FUN TERMS OF USE

Welcome, and thank you for your interest in Rarible Inc. (“**Rarible**,” “**we**,” “**our**” or “**us**”), the Rarible Platform (defined below), our website(s) at www.rarible.fun as well as our other related Rarible websites (each a “**Site**” and together the “**Sites**”), hosted applications, mobile, and all other services we provide (collectively the Sites, and all Rarible offered services are referred to here as the “**Services**”). These Terms of Service constitute a legally binding contract between you and Rarible regarding your use of the Services.

- 1. These Terms of Use and Rarible’s Services.** Please read these Terms of Use (the “**Terms**”) and our Privacy Policy (the “**Privacy Policy**”) carefully because they govern your access to the Sites, and use of the Services including without limitation services that facilitate your interaction with certain decentralized cryptographic protocols (collectively the “**Protocols**”) effectuating the creation and deployment (aka “minting”) of non-fungible tokens (“**NFTs**”), and supporting the sale and distribution of such NFTs on the decentralized blockchains where the NFTs were recorded (each a “**Blockchain**”).

By accessing the Sites and/or using the Services, you agree to be bound by these Terms. If you are not eligible to agree or do not agree with these Terms, then you may not access the Sites or use the Services.

Additionally, please review our Privacy Policy which also governs your use of the Services with regard to how we collect, use, and share your information. These Terms do not govern your interactions with any of our third party providers, each of which has its own terms.

Remember, Rarible is not a bank or a financial institution and does not provide investment or financial advice to you or any users of the Services. Rarible is solely a provider of the Services.

IMPORTANT NOTICE ABOUT ARBITRATION. EXCEPT FOR CERTAIN KINDS OF DISPUTES DESCRIBED IN SECTION 22, WHEN YOU AGREE TO THESE TERMS, YOU ARE AGREEING (WITH LIMITED EXCEPTION DESCRIBED HEREIN) THAT DISPUTES ARISING UNDER THESE TERMS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND BY ACCEPTING THESE TERMS, YOU AND RARIBLE ARE WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. (PLEASE REVIEW SECTION 22 DISPUTE RESOLUTION BELOW FOR DETAILS REGARDING ARBITRATION.)

NOTE THAT IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITES ARBITRATION FOR DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 22 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 21 (GOVERNING LAW) WILL APPLY INSTEAD.

2. Changes to these Terms. Rarible may update these Terms from time-to-time in our sole discretion. Such new terms will be posted to the applicable Sites. Additionally, we will use reasonable efforts to notify you of any material changes, but please check [here \(LINK\)](#) regularly to review any new and updated terms. Your continued use of the Services after new terms have been posted shall constitute your acceptance of the new terms. If you do not wish to be bound by the new terms, please discontinue using the Services.

3. Changes and Updates to the Services. Rarible and the Services it provides evolve, and as such we reserve the right to change, discontinue, modify, and update the Services at any time, with or without notice in our sole discretion. Rarible may issue updates and modifications that could cause service interruptions, or discontinue a service in whole or in part. Rarible will have broad discretion to issue such updates at any time with, or without notice in our sole discretion and you hereby agree that disruptive changes to the Services shall not constitute a breach of these Terms.

4. Who May Use the Services.

a. You may only use the Services if you are at least eighteen (18) years of age or older and are capable of understanding and agreeing to a binding agreement with Rarible and are not otherwise barred from using the Services under applicable law. As required by law, Rarible does not knowingly or willingly collect the personal information of children under the age of thirteen (13). If we become aware that a user is under the age of thirteen (13) we will promptly delete that user's personal information and suspend their Account (defined below).

b. The Services are only available to users in certain jurisdictions. You hereby warrant that your use of the Services will at all times comply with applicable law, and you further represent and warrant that:

- i. You are not located in a country that is subject to a US Government embargo; and
- ii. You are not listed on any US Government list of prohibited, sanctioned, or restricted parties as provided by [OFAC](#).
- iii. If you are accessing the Services from outside of the US, you are responsible for ensuring that your access and use of the Services from your country, territory, or jurisdiction does not violate any applicable law.
- iv. You may not use software or circumvention networking techniques including without limitation Virtual Private Network(s) ("VPN"s) to modify your internet protocol address or otherwise circumvent or attempt to circumvent prohibitions on access to the Services.

c. Rarible reserves the right, but does not have the obligation, to monitor where its Services are accessed from, and at anytime, in our sole discretion, we may block access to the Services in whole or in part from any geographical location, IP address or unique device identifiers, or to any user who we believe may be in breach of these Terms.

5. About the Services.

a. **The Rarible Marketplace Services.** The Rarible Marketplace Services, includes the Services provided on the Sites that facilitate the delivery of the Services, such as interactions with Protocols and Blockchains allowing you to create, deploy, bid on, buy, trade, and sell NFTs. You can engage with the Services by setting up an

Account (as defined further below) and/or by linking your digital wallet(s). Linking your digital wallet is required to create, deploy, bid, purchase, store, and transact on the Sites. When you initiate a transaction, an order is passed on to the wallet's extension to complete the transaction on your behalf. When you mint, buy, or sell an NFT through the Services, the transaction will be conducted through the Blockchain network governing the NFT. You may only receive or send payment(s) through your connected digital wallet(s). Rarible has no insight or controls over these transactions and we have no ability to reverse them. As such we have no liability to you or any third party for any claims or damages that may arise as a result of transactions you engage in via the Services.

Rarible offers marketplace services for the buying, selling, and trading of NFTS, but the Rarible Platform does not take custody or possession of NFTs, nor does it act as an agency or custodian for you or any user of the Services. The NFTs listed for sale on a Rarible marketplace are deposited into a Blockchain-based smart contract and is released automatically upon completion of the sale through the relevant Blockchain network. In some cases, royalties may be associated with the secondary sale of an NFT. You acknowledge that the payment of any such royalty may, in certain circumstances, be self-executing via smart contract or by other means set by the creator or relevant network requirements and may be retained from the purchase price of the NFT. You hereby acknowledge and agree that Rarible has no authority or obligation to control, set, collect, or distribute such funds.

- b. IMPORTANT.** Neither Rarible, nor the Services it offers, is a broker, financial institution, or a creditor. The Services are an administrative platform only and Rarible only provides facilitation for transactions between a purchaser and a seller, but Rarible is not a party to any agreement between a purchaser and seller or between any users of the Services.
- 6. FEEDBACK.** We appreciate your opinions, comments, ideas, proposals, recommendations, suggestions for improvements, and constructive criticism regarding the Services ("**Feedback**"). If you choose to give us Feedback you acknowledge that we are free to use it without any restriction, credit, or compensation to you or anyone else.
- 7. Your Account, Your Wallet(s), & Your Responsibilities.** To access and engage with certain Service features, you may be asked to register for an Account. You may register for an Account with an email address or by providing or linking indirectly through a Rarible-Supported Blockchain cryptocurrency wallet application (each, a "**Wallet**"). You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date. You are solely responsible for maintaining the confidentiality of your Account and you accept responsibility for all activities occurring under your Account. If you believe that your Account is no longer secure, you must notify us immediately at dispute@rarible.com. By using a Wallet in connection with the Service, you agree that your use of the Wallet is and will remain compliant with the Wallet provider's terms and conditions. Rarible does not operate, maintain, nor is it affiliated with any Wallets or Wallet services providers. Rarible does not have custody or control over the contents of your Wallet and is unable to retrieve or transfer contents contained therein. Rarible 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 Service 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.

- 8. Due Diligence.** By using the Services, you understand and acknowledge the importance of doing your own due diligence. You bear full and sole responsibility for verifying the authenticity and legitimacy of NFTs and User Content (defined below) as well as the validity and details concerning the seller, the collection, the accounts that you view, or how you otherwise engage with the Services. Rarible is not responsible or liable for, nor does it guarantee or make recommendations regarding, the legitimacy or authenticity of any NFT or the validity of any seller, collection, or account on the Service.
- 9. User Content.** The Services may allow you to store, post, or share materials such as text, imagery, graphics, files, documents, music, audio-visuals, video content, software, etc. Anything, except for Feedback, and including NFTS, that you post or otherwise make available through the Services is **“User Content.”**

Rarible allows users to post “not safe for work” (“NSFW”) content. All User Content, including NSFW User Content is subject to the Code of Conduct and applicable law. You hereby agree that you will label all NSFW content accordingly, and acknowledge that such content may be treated differently than non-NSFW content.

Note that in some instances User Content, and in particular NFT Content (defined below), may not be correctable or removed/deleted once shared. Make sure to double check your User Content before posting. Rarible is not responsible or liable for the correction, removal, or deletion of your User Content or failure to do the same.

By sharing and making User Content available through the Services, you hereby grant to Rarible a non-exclusive, perpetual, irrevocable, world-wide, royalty-free, fully paid-up, right and license to use, copy, modify, create derivative works based upon, distribute, publicly display and perform your User Content and to sublicense those rights as needed, in Rarible’s reasonable determination in connection with providing the Services. Rarible does not, and will not by virtue of this permission, obtain any ownership rights in your User Content. You are solely responsible for your User Content. You represent and warrant that you have (and will continue to have) all rights necessary to grant us these rights. Additionally, you represent and warrant that the User Content nor your use thereof shall infringe, misappropriate, or otherwise violate any applicable law or regulation, any intellectual property right, or any rights of privacy or publicity. Rarible has the right, but not the obligation to remove any User Content it feels in its sole discretion violates its Code of Conduct and/or these Terms, the rights of a third party, or for any other reason in its sole discretion without notice to you.

- 10. Code of Conduct.** Rarible is committed to creating a fun, respectful, and harmonious space for its users to share their love of and interest in NFTs. Engaging in any of the prohibited activities provided herein is a material breach of these Terms and may subject violators to suspension or termination, as well as legal liability. As such, you agree that:
 - a. You, your use of the Services, and your User Content will not violate any (i) law, (ii) contract, or (iii) intellectual property right or other third party right, nor will your use of the Services infringe upon the enjoyment of any other users of the Services and your use of the Services, any APIs, or third party services shall at all times

comply with these Terms and terms as provided by such third party service providers.

- b.** You will not use the Services directly or indirectly for or in connection with money laundering activities, terrorist financing, or any other illicit financial activity, nor will you use the Services directly or indirectly on behalf of, to or for the benefit of, or in connection with:
 - i.** Any natural or legal person subject to US or international Sanctions,
 - ii.** Any natural or legal person owned or controlled by any natural or legal person located in, an ordinary resident of, or organized under the laws of any Embargoed Jurisdiction, as defined by the the US Office of Foreign Assets (“OFAC”);
 - iii.** You will not attempt to sell or resell the Services;
 - iv.** You will not use another person’s user Account without authorization from Rarible and such user, nor will you pose as another person or entity or use another person’s Wallet to engage with the Services;
 - v.** You will not attempt to access the Services if your access or your Account has been blocked, suspended, or terminated;
 - vi.** You will not circumvent the Services or the intent of any feature of the Services including without limitation:
 - 1.** Artificially causing an NFT or collection to appear in the top search results, increasing views, favorites, or other metrics used by Rarible to gauge interest in the NFT or collection;
 - 2.** Using the Services to engage in price manipulation, fraud, or other deceptive and misleading or manipulative practices;
 - 3.** Circumventing or undermining any fee systems;
 - 4.** Bypassing or ignoring instructions controlling access to the Services or otherwise obscuring the source traffic to the Services;
 - vii.** You will not engage wash trading, front running, pump and dump trading, ramping, cornering or any other deceptive or manipulative trading practices;
 - viii.** You will not data mine, or use any unauthorized browser extension, crawler, offline reader, robot, spider, scraper, script, or any other automated means or interface to access the Services, extract data or otherwise interfere with or modify the Rarible websites or any functionality of the Services or for purposes of aggregating information including without limitation listing smart contracts available on or through the Services or similar activities;
 - ix.** You will not reverse engineer, duplicate, decompile, disseminate, disassemble, or decode any aspect of the Services or attempt to discover the source code or bypass circumvention measure employed to prevent or limit access to the Services, any functionality or aspect thereof, or the codebase;
 - x.** You will not use the Services to carry out any financial activities subject to regulatory oversight, registration or licensing, including but not limited to creating, offering, selling or buying, securities, commodities, options, or debt instruments;
 - xi.** You will not use the Services for purposes of fundraising, including but not limited to creating, listening, selling, or buying digital assets, NFTs, or other items that could, or suggests it could grant owners’ rights to participate in an ICO or any securities offering or that are or could be redeemable for securities, commodities, or other financial instruments;

- xii. You will not use the Services with proceeds gained from illegal activities or connect a wallet that has been used to engage in illegal activity;
- xiii. You will not create, display, purchase, or sell any illegal NFTs or otherwise use the Service to create, display, purchase, or sell illegal content such as content that may involve child sexual exploitation or encourage or promote any activity that could violate these Terms;
- xiv. You will not create or display User Content or otherwise use the Service to promote suicide or self-harm, incite hate or violence, or share personal information about any user or third party without their consent;
- xv. You will not use the Service nor any data collected by the Service for any advertising or direct marketing purposes such as email, SMS, or telemarketing;
- xvi. You will not SPAM users or use the Services, third parties, or Rarible;
- xvii. You will not use the Services to buy, sell, or transfer stolen items, fraudulently obtained items, or items that were taken without authorization or otherwise were not legally obtained; and
- xviii. You will not use the Services in any manner that could damage, disable, overburden, or impair the functioning of the Services or use the Services in any manner that could interfere with, disrupt, negatively affect, or inhibit others' full enjoyment of the Services.

11. Suspension, Termination, & Cooperation with Law Enforcement. We are not obligated to monitor your behavior, your Account or access to the Services, or to review, edit, or censor User Content. However, we retain the broad right and discretion to do so. Rarible is committed to providing a trusted experience to all its users. As such, we reserve the right, to suspend or terminate your access to the Services and/or your Account at any time in connection with any transaction or interaction with the Services (i) as required by applicable law or any governmental authority, or (ii) if you violate, or we have reason to believe you will violate, any of these Terms, the Code of Conduct, the terms of any third party service provider, or we believe your use of the Services is or will be detrimental to Rarible or other users or the Services in our sole discretion. Additionally, we reserve the right, but not the obligation, to remove, disable, suspend, or terminate your access to any content, including without limitation User Content, at any time without notice if we, in our sole discretion consider it objectionable, in violation of these Terms, the Code of Conduct, or any law or regulation, or otherwise interferes with our delivery of the Services. A termination or suspension of your access to User Content, the Services, or your Account shall not be considered a breach of these Terms by Rarible.

You may cancel your Account at any time in your account dashboard or by contacting Customer Service. You hereby acknowledge that cancellation may be permanent and irreversible and Rarible is under no obligation to reinstate your cancelled Account.

We may be asked to consult with and cooperate with law enforcement authorities. For more information on how we may share your information with law enforcement, please review our [Privacy Policy](#).

12. Special Terms for Creators, Buyers, and Sellers.

- a. **CREATORS.** The Services allow you to create and deploy NFTs or other digital assets. If you elect to do so, you are considered a "Creator" and you agree to the additional terms and conditions set forth in this section.
 - i. **NFT CONTENT.** As between you and Rarible, you hereby agree and

warrant that you are the owner or have acquired by license or assignment any and all right, title, and interest in and to the digital content embodied in your NFT (“NFT Content”) sufficient to create and deploy the NFT pursuant to these Terms and have the rights to grant the rights granted to Rarible hereunder, or such NFT Content is not subject to any such rights and is considered public domain. NFT Content may include without limitation, name(s), likeness(es), signatures, voice and other identifying characteristics, imagery, art, sounds, multimedia, video, logos and trademarks or service marks, and any other intellectual property. To the extent applicable, you agree that you will obtain all necessary rights in and to the NFT Content and in connection with Rarible’s use thereof as contemplated by these Terms as well as to the awards and benefits that you sell or offer in connection with the sale of your NFT. Such additional rights may include but are not limited to clearing any third-party materials rights, and paying the related fees and royalties, such as music and video performance rights, and service and materials agreements and associated costs necessitated by the offered benefits.

- ii. **LICENSE TO RARIBLE.** You hereby grant to Rarible a non-exclusive, perpetual, irrevocable, world-wide, royalty-free, fully paid-up, sublicensable, right and license to use the NFT Content as Rarible deems necessary for it to deliver the Services to you and its users, including without limitation the rights to host, display, market, and otherwise facilitate the promotion, distribution, and sale of NFTs and the Services. To be clear, the rightsholder will always own the NFT Content, we are asking for the right(s) necessary for us to deliver the Services and for us to help you promote your NFT.
- iii. **NFT CONTENT WARRANTY.** You represent and warrant that (i) you have the full right, power, and authority to grant the all the rights granted or you have agreed to grant under these Terms; (ii) the NFT Content, the NFT, the listing, and the contemplated sale or distribution thereof complies with all applicable laws, will perform in accordance with the provided specifications without material error, and will be delivered free and clear of any claims, liens, encumbrances, or rights of any third parties; (iii) the NFT Content and Rarible’s use thereof as granted under these Terms shall not violate or infringe the intellectual property rights or rights of privacy or publicity, contain anything libelous or defamatory, obscene, or unlawful, or violate or infringe the right of any third party; (iv) you will fulfill all your obligations to a purchaser of the NFT; (v) any advertising or marketing of the NFT, the collection, or you as the Creator whether undertaken by you or on your behalf shall not be false or misleading, constitute deceptive or consittute unfair business practices or disparagement under applicable laws and will not suggest the likeliness of the NFT increasing in value; and (iv) you shall not use any proceeds from the sale of the NFT, whether through the Rarible Platform or any other platform, or from your use of the Rarible Platform or Services for capital raising purposes.

- b. **BUYER & SELLER TERMS.** If you are using the Services to buy an NFT, you are a “Buyer” and if you are using the Services to sell an NFT, you are a “Seller” for purposes of these Terms. If you are either a Buyer or a Seller, you agree to the

additional terms in this Section.

- i. **LISTING TERMS.** When you buy an NFT through the Services, the Buyer shall own all personal property rights to the electronic record comprising the NFT, including the right to sell or otherwise dispose of the NFT. Unless specifically specified in the Listing Terms (defined below), such rights do not extend to the intellectual property contained in the NFT Content.

The terms of sale will be displayed for each NFT on the Rarible platform listing. Such terms are set by Buyers and Sellers of the NFT and each sale of an NFT, with respect to the price to be paid, NFT Content, offered benefits, and other terms as determined by the Buyers and Sellers (the “**Listing Terms**”), shall be subject to the provided Listing Terms. Rarible is not a party to the Listing Terms and is not responsible for compliance therewith, mediating or resolving problems between Buyers and Sellers, or arising out of or related to the authenticity of the NFTs, or intellectual property rights. The Buyer and Seller are solely responsible for communicating, disseminating, agreeing and enforcing the Listing Terms as well as resolving disputes arising therefrom. Seller must comply with and fulfill the Listing Terms with respect to the NFTs they sell.

- ii. **PRICING AND FEES.** Rarible and its clients may charge certain fees when using the Services to transact. You agree to pay all applicable fees and you authorize Rarible to automatically charge you or deduct from your Revenue such fees in our discretion. Payments made to Creators or to Sellers do not include deduction of any Taxes (defined below) and Rarible shall have no liability whatsoever for payment of Taxes regardless of taxing authority. All parties are responsible for their own Taxes.

“**Revenue**” means the gross amount paid by the Buyer for the purchase of your NFT via the Services.

1. **Mint Fee:** The Mint Fee is collected at the point of mint and it is charged to the Buyer. The Mint Fee is collected automatically at the point of transaction by smart contract. The Mint Fee(s) on Rarible’s marketplace(s) are set by the Fee Table (TBD) and are subject to change from time-to-time without notice and at Rarible’s sole discretion. Mint Fee(s) on X Marketplace(s) are set by the then current terms of such X Marketplace.
2. **Transactional Fee:** Transactional Fees include other fees that may be charged to the Buyer to facilitate the transaction such as Gas Fees, hosting fees, or other transactional costs imposed by the Blockchain or Rarible. “**Gas Fees**” means fees that fund the network of computers that run the decentralized blockchain network and are payable for each transaction on a particular blockchain pursuant to that blockchain’s policies.
3. **Marketplace Fee:** The Marketplace Fee is collected at the point of sale of the NFT and is retained automatically from the Revenue received by the Seller by smart contract. The Marketplace Fees for the Rarible marketplace(s) are set by the Fee Table (TBD) and are

subject to change from time-to-time without notice and in Rarible's sole discretion. Marketplace Fee(s) on X Marketplace(s) are set by the then current terms of such X Marketplace.

- 4. Creator Fees.** Creator Fees are fees that are payable back to the Creator from the resale of the NFT. Such Creator Fees must be described in the Listing Terms and are retained automatically from the Revenue received by the Sellers by smart contract.
- iii. Price Alerts.** If you use the price alerts feature available via the Services, you acknowledge and agree that the price alerts are for informational and entertainment purposes only. Rarible does not guarantee the accuracy of price alerts and you hereby acknowledge that such alerts may be delayed, limited, inaccurate, or may not cover all NFTs or collections available on the Services.
- iv. Taxes.** You are solely responsible for assessing all Taxes owed, if any, for your use of the Service, including, but not limited to, tax liabilities associated with the sale(s) of your NFTs. As used herein, "**Taxes**" means the taxes, duties, levies, tariffs, and other governmental charges that you may be required to collect and remit to governmental agencies, and other similar municipal, state, federal, national or other withholding and personal or corporate income taxes. You are solely responsible for the accuracy of any records submitted to any taxing authority, including records related to your use of the Services. Rarible reserves the right to report activity occurring on the Services.

13. The Rarible Rewards System

To Be Determined.

14. OWNERSHIP, PROPRIETARY RIGHTS. The Services are owned and operated by Rarible. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services ("**Materials**") provided by Rarible are protected by intellectual property and other laws. All Materials included in the Services are the property of Rarible or its third-party licensors. Except as expressly authorized by Rarible, you may not make use of the Materials.

Rarible ® and its logos are registered and unregistered trademarks of Rarible and you are prohibited from using any Rarible trademarks without our permission. Any use of the Rarible Trademark must at all times conform with our current Rarible Trademark Usage Guidelines. All other trademarks appearing in the Services are the property of their respective owners and your use thereof is subject to their terms and conditions. Rarible reserves all rights to the Materials not granted expressly in these Terms.

Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, or publicly perform the Services; (b) make modifications to the Services; or (c) interfere with or circumvent any feature of the Services, including any security or access control mechanism. If you are prohibited under applicable law from using the Services, you may not use it.

15. THIRD-PARTY TERMS

- a. **THIRD-PARTY SERVICES AND LINKED WEBSITES.** We may offer tools through the Services that enable you to export information, including User Content (defined below), to third-party services, including through features that allow you to link your Account with an account on the third-party service, such as (without limitation) Twitter or Facebook, or through our implementation of third-party buttons (such as “like” or “share” buttons). By using any of these tools, you agree that Rarible may transfer that information to the applicable third-party service. Third-party services are not under Rarible’s control, and you agree to comply with the third party’s terms and conditions. To the fullest extent permitted by law, Rarible is not responsible for any third-party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under Rarible’s control, and Rarible is not responsible for their content, their offered services, or your experience with such linked websites.

- b. **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 are 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.

- c. **THIRD-PARTY OFFERINGS AND CONTENT.** References, links, or referrals to or connections with or reliance on third-party resources, products, services, or content, including smart contracts developed or operated by third parties, may be provided to you in connection with the Services. In addition, third parties may offer promotions related to the Services. Rarible does not endorse or assume any responsibility for any activities of or resources, products, services, content, or promotions owned, controlled, operated, or sponsored by third parties. If you access any such resources, products, services, or content or participate in any such promotions, you do so solely at your own risk. You hereby expressly waive and release Rarible from all liability arising from your use of any such resources, products, services or content or participation in any such promotions. You further acknowledge and agree that Rarible will not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such resources, products, services, content, or promotions from third parties.

16. INTELLECTUAL PROPERTY RIGHTS PROTECTION

- a. **Third Party Rights.** Rarible respects the intellectual property rights of others, and takes the protection of intellectual property rights very seriously. We kindly request you do the same. Infringing activity will not be tolerated on or through the Services.

- b. **DMCA Copyright 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:

Rarible, Inc.
Attn: DMCA Notice
8 The Green Suite #11317,
Dover, DE 19901
Email: dmca@rarible.com

- c. Procedure for Reporting Claimed Infringement.** If you believe that any content made available on or through the Services has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a written “**Notification of Claimed Infringement**” to the Designated Agent identified above containing the following information:
- i. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - ii. a description of the copyrighted work or other intellectual property right that you claim has been infringed;
 - iii. a description of the material that you claim is infringing and where it is located on the Services, including a URL representing a link to the material on the Rarible website;
 - iv. your legal name, legal address, a telephone number, and email address;
 - v. a statement by you that you have a good faith belief that the use of the materials on the Services of which you are complaining is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
 - vi. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property owner’s behalf.

Your Notification of Claimed Infringement may be shared by Rarible 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 Rarible 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.

- d. Repeat Infringers.** Rarible’s policy is to: (a) upon notice from an intellectual property rights owner or authorized agent, remove or disable access to material that Rarible has a good faith belief is infringing the intellectual property rights of a third party and is being made available through the Services; and (b) in appropriate circumstances, to terminate the accounts of and block access to the Services by any user who repeatedly or egregiously infringes other people’s copyright or other intellectual property rights. Rarible will terminate or suspend the accounts of users that are determined by Rarible in its sole discretion to be repeat infringers.
- e. Counter Notification.** If you receive a notification from Rarible that User Content you have made available through the Services has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Rarible with what is called a “**Counter Notification**.”

To be effective, a Counter Notification must be in writing, provided to Rarible's Designated Agent through one of the methods identified in Section 16.b. and include substantially the following information:

- i. your physical or electronic signature;
- ii. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- iii. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- iv. your legal name, legal address, a telephone number, an email address, 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 Rarible may be found, and that you will accept service of process from the person who provided notification under Section 16.b 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.

f. Reposting of User Content Subject to a Counter Notification. If you submit a Counter Notification to Rarible in response to a Notification of Claimed Infringement, then Rarible will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Rarible will replace the removed User Content or cease disabling access to it in 10 business days, and Rarible will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Rarible'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 User Content material on Rarible's system or network.

g. False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides in 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 [Rarible] 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."

Rarible reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

17. TERM, TERMINATION, AND MODIFICATION OF THE SERVICE

- a. Term.** These Terms are effective beginning when you accept these Terms or you first access, or use the Services, and it shall end when terminated as described in this Section 17.
- b. Termination.** If you violate any provision of these Terms, your authorization to access the Services shall automatically terminate. In addition, Rarible may, at its sole discretion, terminate these Terms, your Account, and your access to the Services, at any time for any reason or no reason, with or without notice.
- c. Effect of Termination.** Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Services; (b) you will no longer be authorized to access your Account or the Services; (c) you must pay Rarible any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 1, 4, 6 -12, and 14 - 24 will survive termination of expiration of the Terms.

18. ASSUMPTION OF RISK. By accessing and using the Services, you represent and warrant that you understand and acknowledge the inherent risks associated with cryptographic and blockchain-based technology and that you have undertaken your own due diligence and are confident in your knowledge of NFTs and digital assets. You further acknowledge that Rarible is not responsible for any actual or perceived losses that you may experience while accessing or using the Services and as such you agree to assume all risk associated with your access and use of the Services, and hereby acknowledge risks that may include, without limitation:

- a. The subjective value of an NFT.** Prices of NFTs are subject to volatility and the fluctuations. The price of cryptocurrency can materially and adversely affect the price of NFTs. You acknowledge that you fully understand this subjectivity and volatility and that you may lose money.
- b. Fees.** You are fully responsible for the fees related to your use of the Services, including any actions you take on a blockchain, regardless of whether the transaction was successful and that such fees are final and irreversible.
- c. Taxes.** You are solely responsible for determining what, if any, Taxes apply to your transactions using the Services.
- d. Regulatory Uncertainty.** Regulatory regimes governing blockchain technologies, NFTs, crypto currencies and other crypto-based items is uncertain and regulations or policies may be introduced that materially impact the Services or the utility of NFTs.
- e. Public Interaction.** That a lack of use of public interest in the creation and development of distributed systems could negatively impact those systems and chains and applicable applications and the NFTs deployed thereon.

- f. **Internet Transactions.** That there are risks associated with using internet-based currencies including but not limited to the risk of hardware, software, and internet connections, risk of malicious software introduction and interference, and the risk that third parties may obtain unauthorized access to information contained in your Wallet. You accept and acknowledge that Rarible will not be responsible for any connectivity or communication failures, disruptions, errors, distortions, or delays, you may experience when using Services, regardless of how they were caused.
- g. **Technological Security.** Blockchain technologies may have vulnerabilities or other defects or abnormalities impacting the functionality of the Services. Rarible is not responsible for Blockchains or blockchain-based networks or the underlying technologies including without limitation forks, node issues, fund, NFT, or rewards/utility losses. The cost and speed of transacting via cryptographic and blockchain-based technologies are variable and can change at any time.
- h. **Viruses, Hacking, Phishing, Etc.** The Services, Rarible, or your NFTs may be the target of third-party attacks, including but not limited to phishing, brute forcing, inactive listing exploits or the use of viruses (“**Third-Party Attacks**”). Rarible will not be responsible or liable, directly or indirectly, for any actual or alleged loss or damage sustained by You in connection with Third-Party Attacks.
- i. **Peer-to-Peer Transactions.** There are risks of purchasing items through peer-to-peer transactions, including but not limited to the risk of acquiring counterfeit, mislabeled, poor quality, buggy, otherwise defective assets. Such items may become non-transferable, or accessible via the Services as a result of such defects. You represent and warrant you have undertaken sufficient due diligence before making any decisions to list, sell, buy, transfer, obtain, or interact with an NFT, collection or Account.
- j. **Volatility.** Your digital assets may lose some or all of its value.
- k. **Third Party Deployment and Dependencies.** Rarible is not responsible for the operation or functionality of smart contracts deployed by third parties, nor do we have any control over public blockchains or protocols that may be necessary to complete your transactions. Such transactions are irreversible, and we have no ability to reverse or interfere with them.
- l. **Third Party Services.** The Services may rely on third party platforms to perform functionalities offered through the Services. Rarible does not guarantee the availability of such third party supported functionalities and you acknowledge and accept that such third party functionalities may cease to be offered, in Rarible’s sole discretion, without notice to you, and such cessation may impact the Services and your transactions.

19. INDEMNITY. To the fullest extent permitted by law, you are responsible for your use of the Services and for any use of the Services occurring through your Account, and you will defend and indemnify Rarible, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the “**Rarible Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with:

- a. your unauthorized use of, or misuse of the Services;
- b. your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation;
- c. your violation of any third-party right, including any intellectual property right or right of publicity, confidentiality, other property, or privacy right; or
- d. any dispute or issue between you or and any third party.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

20. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; NO WARRANTY BY RARIBLE

- a. **No Responsibility for NFTs or Collectibles; No Guarantee of Uniqueness or IP.** Rarible has no responsibility for the NFTs, or digital assets created or traded via the Services. Rarible does not investigate and cannot guarantee or warrant the authenticity, originality, uniqueness, marketability, legality, or value of any NFT. The collectible ID of an NFT and the User Content embodied therein specifies the properties of the NFT and the content embodied therein, including the name and description of the NFT and the content embodied therein (the “**Descriptors**”), a URI identifying any image file associated with the NFT (the “**Image**”) and potentially other “metadata” associated with the NFT or collection (the **Descriptors, Image and such other metadata, collectively, the “Metadata”**). The Metadata created through the Services may be stored on InterPlanetary File System (“**IPFS**”) through a third-party distributed cloud service (e.g., Pinata) or a third-party storage chain (e.g., Filecoin). The Metadata created outside the Services may be stored in other ways, depending on how such NFTs were created. There can be no guarantee or assurance of the uniqueness, originality or quality of any NFT or Metadata. In the absence of an express legal agreement between the Creator and a Buyer there cannot be any guarantee or assurance that the purchase or holding of NFT confers any license to or ownership of the Metadata or other intellectual property associated with NFT Content or any other right or entitlement, notwithstanding that you may rightfully own or possess the NFT. Rarible may from time to time remove certain User Content, including NFTs from the Services or restrict the creation of NFTs if in Rarible’s sole and absolute discretion that such NFT or user has or will violate these Terms. Rarible does not commit and will not be liable for any failure to support, display or offer or continue to support, display, or offer any NFTs for trading through the Service.

- b. No Professional Advice or Liability.** All information provided by or on behalf of Rarible is for informational purposes only and should not be construed as professional, accounting, financial, or legal advice. You should not take or refrain from taking any action in reliance on any information contained in these Terms or provided by or on behalf of Rarible. Before you make any financial, legal, or other decisions involving the Services, you should seek independent professional advice from persons licensed and qualified in the area for which such advice would be appropriate. You must always use caution when giving out any personal information to other users or third-party services. Rarible does not control or endorse User Content, any third-party content, messages, or information found in the Services and Rarible will not be liable for your and any user's use or misuse of User Content. Rarible specifically disclaims any liability with regard to the Services and any actions resulting from your use of the Service.
- c. Legal Limitations on Disclaimers.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of certain liabilities and damages. Accordingly, some of the disclaimers and limitations set forth in these Terms may not apply in full to you. The disclaimers and limitations of liability provided in these Terms will apply to the fullest extent permitted by applicable law.
- d. Officers, Directors, Etc.** All provisions of these Terms which disclaim or limit obligations or liabilities of Rarible will also apply, *mutatis mutandis*, to the officers, directors, members, employees, independent contractors, agents, stockholders, debtholders, and affiliates of Rarible.
- e.** THE SERVICES AND ALL MATERIALS AND CONTENT (INCLUDING USER CONTENT) AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. RARIBLE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL MATERIALS AND CONTENT (INCLUDING USER CONTENT) AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. RARIBLE DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT (INCLUDING USER CONTENT) OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND RARIBLE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

- f. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR RARIBLE ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF RARIBLE ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE(S) THAT MAY RESULT FROM THE SERVICES AND YOUR PURCHASE, SALE, OR TRANSFER OF ANY NFT, DIGITAL ASSET, OR DEALING WITH ANY OTHER USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICES AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.
- g. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL RARIBLE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY MATERIALS OR CONTENT ON THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY RARIBLE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- h. EXCEPT AS PROVIDED IN SECTION 22 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF RARIBLE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO RARIBLE FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM OR (B) FIFTY UNITED STATES DOLLARS (\$50 USD) .
- i. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- j. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION 20 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Rarible does not disclaim any warranty or other right that Rarible is prohibited from disclaiming under applicable law.

21. Governing Law. These Terms and any action related thereto will be governed by the US Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to its conflict of laws provisions. Except as otherwise set forth in Section 22 below, “Dispute Resolution” the exclusive jurisdiction for all disputes (defined below) that you and Rarible are not required to arbitrate will be in the state and federal courts located in New York, New York, USA and you and Rarible hereby waive any objection to jurisdiction or venue of such courts.

22. DISPUTE RESOLUTION

- a. Generally.** In the interest of resolving disputes between you and Rarible in the most expedient and cost effective manner, and except as described in SECTION 22.d., you and Rarible agree that every dispute arising in connection with these Terms will be resolved by binding arbitration.

Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, 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.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND RARIBLE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- b. Limited Survival Period for Dispute.** Any dispute you may have in connection with the Services or any of the other matters contemplated by these Terms will survive for the shorter of, and may be brought against Rarible solely prior to: (a) the expiration of the statute of limitations applicable thereto; and (b) the date that is six months after the date on which the facts and circumstances giving rise to such claim or cause of action first arose.
- c. Arbitrator.** Any arbitration between you and Rarible will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Rarible. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- d. Exceptions.** Despite the provisions of Section 22.a. nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (b) seek injunctive relief in a court of law in aid of arbitration; or (c) to file suit in a court of law to address an intellectual property infringement claim.

Both you and Rarible may seek to have a dispute resolved in small claims court provided of all requirements of the small claims court are satisfied. Either party may seek to have a dispute resolved in small claims court in your county of residence or in the small claims court closest to your residence, or a claim may be brought in the small claims court in Brooklyn, New York. If a claim qualifies for small claims court but a party proceeds with Arbitration, you agree that either party may elect to have the dispute resolved in small claims court with written notice to the other party and to the AAA and upon notice the AAA will close the proceeding. Any dispute about whether the dispute qualifies for small claims court shall be resolved by the small claims court and the arbitration proceeding shall remain closed until the court determines the dispute should proceed to arbitration.

- e. **Opt-Out**. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 22 within 30 days after the date that you agree to these Terms by sending a letter to Rarible Inc., Attention: Legal Department – Arbitration Opt-Out, 8 The Green, Suite # 11317, Dover, US, DE, 19901 that specifies: your full legal name, the email address associated with your Account, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once Rarible receives your Opt-Out Notice, this Section will be void and any action arising out of these Terms will be resolved as set forth in Section 21. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

- f. **Notice of Arbitration; Process**. A party who intends to seek arbitration 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**”). Rarible’s address for the Notice of Arbitration is: Rarible Inc., 8 The Green, Suite # 11317, Dover, US, DE, 19901. The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) 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 30 days after the Notice of Arbitration is received, you or Rarible may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or Rarible must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by Rarible in settlement of the dispute prior to the award, Rarible will pay to you the higher of: (a) the amount awarded by the arbitrator or (b) US\$10,000.

- g. Fees.** If you commence arbitration in accordance with these Terms, Rarible will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county and state of your residence or billing address, but if the claim is for US\$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your residence or billing address. If the arbitrator finds that either the substance of your 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 AAA Rules. In that case, you agree to reimburse Rarible for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. 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. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- h. No Class Actions.** YOU AND RARIBLE 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 Rarible 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.

- i. Mass Filing Procedure.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES THE RIGHT TO BRING OR PARTICIPATE IN A MASS ARBITRATION.

Rarible's receipt of notice(s) of substantially similar claims brought on behalf of you and twenty-four or more claimants ("Mass Filing") shall be subject to the additional procedures set forth in this Section 22.i. and shall be subject to the AAA's Mass Arbitration Supplementary Rules to the extent not contrary to these Terms. If a court determines this Section is not enforceable as to your claim, your claim may only proceed individually in court consistent with these Terms.

Claims determined by Rarible as Mass Filings may be filed with the AAA in batches no greater than fifty individual claims at a time, with one-half of claims to be selected by counsel by you and fifty percent to be selected by Rarible. Once batched and submitted to the AAA, the selection and appointment of an arbitrator shall be governed by the AAA Mass Filing Rules.

- j. **Modifications to this Arbitration Provision**. If Rarible makes any future change to this arbitration provision, other than a change to Rarible's address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to Rarible's address for Notice of Arbitration, in which case your Account will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- k. **Enforceability**. If any provision of Section 22 or the entirety of Section 22 is found to be unenforceable, or if Rarible receives an Opt-Out Notice from you, then the entirety of this Section 22 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 21 will govern any action arising out of or related to these Terms.

23. EMAIL AND PROMOTIONAL COMMUNICATIONS. By using the Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing. Additionally, we may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails and any other marketing communications by following the unsubscribe instructions in the promotional email itself or in your Account dashboard.

24. MISCELLANEOUS

- a. **Privacy Policy**. Please read the Rarible Privacy Policy (the "**Privacy Policy**") carefully for information relating to our collection, use, storage, and disclosure of your personal information.
- b. **Additional Terms**. Your use of the Services is subject to all additional terms, policies, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- c. **Contact Information**. The Services are offered by Rarible, Inc., located at 8 The Green, Suite # 11317, Dover, US, DE, 19901. You may contact us by sending correspondence to that address or by emailing us at dispute@rarible.com.
- d. **Notice to California Residents**. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- e. **No Support**. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.

- f. **International Use.** The Services are intended for visitors located within the United States, although international users are welcome where permitted under applicable law. However, we make no representation that the Services are appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.
- g. **Successors and Assigns.** These Terms will inure to the benefit of Rarible, you, and the respective permitted successors, permitted assigns, permitted transferees and permitted delegates of each, and will be binding upon all of the foregoing persons and any person who may otherwise succeed to any right, obligation or liability under these Terms by operation of law or otherwise. Unless otherwise expressly permitted under these Terms, you will not share or provide a copy of, or transfer to, any person any digital assets or the private key associated with any digital assets without notifying such person that such person will be bound by and become a party to these Terms by virtue of thereof (or if the transferor has a reasonable belief that the transferee is aware of these Terms). You will not assign any of your rights or delegate any of your liabilities or obligations under these Terms to any other person without Rarible's advance written consent. Rarible may freely assign, transfer or delegate its rights, obligations and liabilities under these Terms to the maximum extent permitted by applicable law.
- h. **Severability.** In the event that any provision of these Terms, or the application of any such provision to any person or set of circumstances, will be determined by an arbitrator or court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent: (a) the remainder of these Terms, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law; and (b) Rarible will have the right to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consumed as originally contemplated to the fullest extent possible.
- i. **Force Majeure.** Rarible will not incur any liability or penalty for not performing any act or fulfilling any duty or obligation hereunder or in connection with the matters contemplated hereby by reason of any occurrence that is not within its control (including any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, any epidemic or pandemic, planetary invasion, or the unavailability, disruption or malfunction of the Service, Internet, the World Wide Web or any other electronic network, any Rarible-Supported Blockchain network or blockchain or any aspect thereof, or any consensus attack, or hack, or denial-of-service or other attack on the foregoing or any aspect thereof, or on the other software, networks and infrastructure that enables Rarible to provide the Service), it being understood that Rarible will use commercially reasonable efforts, consistent with accepted practices in the industries in which Rarible operates, as applicable, to resume performance as soon as reasonably practicable under the circumstances.

- j. **No Implied Waivers.** No failure or delay on the part of Rarible in the exercise of any power, right, privilege or remedy under these Terms will operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy will preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Rarible will not be deemed to have waived any claim arising out of these Terms, or any power, right, privilege or remedy under these Terms, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of Rarible, and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.
- k. **Entire Agreement.** These Terms constitute the entire agreement between the parties relating to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

I. Rules of Interpretation.

- i. “hereof,” “herein,” “hereunder,” “hereby” and words of similar import will, unless otherwise stated, be construed to refer to these Terms as a whole and not to any particular provision of these Terms;
- ii. “include(s)” and “including” will be construed to be followed by the words “without limitation”;
- iii. defined terms apply to both singular, plural, gerund or any other form of such terms;
- iv. “or” will be construed to be the “inclusive or” rather than “exclusive or” unless the context requires otherwise;
- v. any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of these Terms;
- vi. section titles, captions and headings are for convenience of reference only and have no legal or contractual effect;
- vii. whenever the context requires: the singular number will include the plural, and vice versa; the masculine gender will include the feminine and neuter genders; the feminine gender will include the masculine and neuter genders; and the neuter gender will include the masculine and feminine genders; and
- viii. except as otherwise indicated, all references in these Terms to “Sections,” “clauses,” etc., are intended to refer to Sections of Sections, clauses, etc. of these Terms.