

## **Hyperspace Rewards Program Disclosures and Disclaimers**

Hyperspace invites you to participate in the Hyperspace Rewards Program (the “Program”) by completing various tasks to earn associated reward points (the “Points”). Please read the terms and conditions set forth below (the “Terms”) carefully. By participating in the Program, you confirm that you meet our eligibility criteria and you agree to be bound by the terms and conditions outlined below.

### **I. Eligibility**

You must be at least 18 years of age or older to participate in the Hyperspace Rewards Program.

You cannot use our platform or participate in the Program if (1) the Office of Foreign Assets Control of the United States Treasury Department lists you as a specially designated national and/or blocked person; (2) the Bureau of Industry and Security of the United States Department of Commerce lists you on its denied persons list or lists of parties of concern; or (3) you’re on any similar list promulgated by an official agency or department of the United States government.

### **II. Rewards**

Hyperspace offers the Rewards Program as an incentive for users to onboard and trade on our platform. For example, you may earn Points through various onboarding tasks and activities, such as verifying your wallet, connecting your Twitter account to your profile, referring new users to Hyperspace, NFT trading activity in the form of bids, listings and transactions, and so on.

The Points will be granted only if you meet the eligibility requirements and comply with the Terms set forth herein.

In the event that Hyperspace determines in its sole discretion that there may have been suspicious or fraudulent activities, any attempts to cheat the point system, or a violation of the Terms in connection with the Program, Hyperspace reserves the right to reduce the number of Points, decline to grant any Points to your account, suspend your account temporarily, or terminate your account permanently.

Hyperspace reserves the right to change the terms of the Program, including, without limitation, the number of Points assigned for each task, or terminate the Program at any time.

### **III. Limitation of Liabilities**

By participating in the Program, you agree that Hyperspace, its affiliates, service providers, employees, agents, officers, and directors shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Program or any related activity, or from any user's acceptance, receipt, possession and/or use or misuse of the Points.

#### **IV. Governing Law/Jurisdiction**

The Program and the Terms set forth herein are governed by the laws of the State of Delaware without regard to conflict of laws and are subject to all applicable federal, state, and local laws and regulations. All issues and questions concerning the construction, validity, interpretation, and enforceability of the terms and conditions, or the rights and obligations of Hyperspace and users in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Delaware.

#### **V. Severability**

If any provision(s) of the Terms set forth herein are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.