SuperRare® Labs
Terms of Service

Effective Date: October 28, 2026

I. Introduction

Welcome to SuperRare®! SuperRare is a decentralized, curated, and smart contract-powered digital art ecosystem operating on the Ethereum blockchain. SuperRare.com (the "Site") is a web-based display interface that helps users interact with the SuperRare Protocol (the "Protocol") to directly connect with other users on a peer-to-peer basis to mint, sell, buy, curate, display, auction and interact with digital art published to the Ethereum blockchain as non-fungible tokens ("NFTs"). The Site is owned, controlled, and operated by SuperRare Labs Inc., a company organized under the laws of the State of Delaware ("the Company", "we", "us," or "our").

Please read these Terms carefully. Aspects of these Terms limit certain rights, including the right to maintain a court action, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in Delaware Rapid Arbitration Act rules, and the right to certain remedies and forms of relief.

A. This is a Binding Legal Agreement Between You and the Company

These Terms of Service ("Terms" or "Agreement") are entered into between You (the "Creator", "Owner", "Space Operator" "Curator", as the case may be, and collectively with others using the Site - "Users") and the Company. Different titles for Users may be used throughout these Terms based on your use of, status within, or interaction with the Protocol or Site, but all aspects of these Terms apply to You - the User - to the fullest extent afforded by law and common sense. These Terms govern your access to and use of the SuperRare.com and SuperRare.co Site(s), your interaction with the Protocol to the extent accessed through the SuperRare.com Site(s), and any other software, websites, applications, API's, webtools, third party tools, forums, venues, smart contracts, features, or functionalities provided on or in connection with the SuperRare Site(s) and all successor Site(s) thereto (collectively, the "Services"). Without limitation, these Terms govern your voluntary use of our Services to mint NFTs and connect directly with others to purchase, sell, curate, or transfer NFTs on the Ethereum blockchain through our Services. For the purposes of these Terms, "you" includes both you, the person or entity, and your digital wallet.

You acknowledge and reaffirm your agreement to these terms each time you access the Site, use the Services, connect your digital wallet using the site, initiate transactions from your digital wallet through the site, or otherwise invoke or interact with any aspects of the protocol through Site. You must immediately discontinue your access and use of the site if you do not agree to these terms.

The Company reserves the right to change or modify these Terms at any time and in our sole discretion. If we make material changes to these Terms, we will use reasonable efforts to provide notice of such changes, such as by providing notice through the Service or updating the "Last Updated" date at the beginning of these Terms. By continuing to access or use the Service, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference effective as of the date these Terms are updated. 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 Service. We sometimes need to provide additional terms for specific services (and all such services are deemed part of the "Service" hereunder and shall also be subject to these Terms). Those additional terms and conditions, which are available in connection with the relevant service and hereby incorporated by reference, then become part of your agreement with us if you use those Services. In the event of a conflict between these Terms and any additional applicable terms we may provide for a specific service, such additional terms shall control for that specific service.

Our Privacy Notice, SuperRare Community Guidelines, Auction Terms of Service, Copyright Community Guidelines, Space Operator Terms and Guidelines and all such additional terms, guidelines, and rules are hereby incorporated by reference into these Terms and expressly agreed to and acknowledged by You.

B. The Company Is a Non-Custodial Service Provider

The Company does not ever have possession, custody, or control of your digital wallet, NFTs or other assets held in your digital wallet, nor does it stand as an intermediary, processor, escrow agent, or direct beneficiary of any transactions conducted by you involving other users of the Service or Protocol. The Company is not a party to any agreement or transactions involving you and other users or assets. Your technical, legal, property, and economic interests, relationships, or rights as between you and other users of the Service are facilitated exclusively by the non-custodial smart contracts comprising the SuperRare Protocol, or your own voluntary actions, which the Company does not control. The Company is not a wallet provider, exchange, broker, financial institution, money services business, trust, or creditor.

C. Legal Capacity To Use the Services

You expressly represent and warrant that you have the right, authority, and capacity to enter into this agreement on behalf of yourself and any third-party individual or organization for which you are acting as an authorized agent. You expressly represent and warrant that you are over the age of majority in your jurisdiction and at least over the age of thirteen (13). If you are under eighteen (18) years old, you may only use the Services through a parent or guardian's Account and upon their separate agreement to these Terms. It is prohibited to use our Service if you are under thirteen (13) years old. Parents and guardians should be aware that some of the third-party Creator content provided through the Service may be "not safe for work" ("NSFW").

If you use our Services on behalf of a company, DAO, or any other type of entity then "you" includes you and that entity, and you represent and warrant that: (i) you are an authorized representative of the entity with the authority to bind the entity to these Terms, (ii) you are authorized by the entity to initiate transactions and interact with the Protocol from your digital wallet on behalf of the entity; and (iii) you agree to these Terms on the entity's behalf. If you utilize "bots," "spiders," "smart contracts," or other technical instruments or agents to use our Services, then "you" includes you and that technical instrument or agent. Further, you bear all responsibility and liability stemming from the use of such technical instruments.

D. Data Privacy

Our Privacy Notice found here describes the ways we collect, use, store and disclose your personal information, and is hereby incorporated by this reference into these Terms. In addition to these Terms you agree to the collection, use, storage, and disclosure of your data in accordance with our Privacy Policy. To exercise your right to be forgotten, please use this Form. For all other questions regarding your account please visit our help center https://help.superrare.com/en/.

E. Your Responsibilities

In addition to other responsibilities and obligations provided in these Terms, you are solely responsible for evaluating and discharging any applicable legal obligations and requirements that may apply to your voluntary use of the Services. Without limitation, 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. The Company is not responsible for determining, withholding, collecting, reporting, or remitting the taxes that apply to your assets or NFTs. Nothing in these Terms should be construed as legal advice, tax advice, investment advice, or a legal opinion.

II. Accessing and Using The Service

A. Connect Your Wallet

To create an Account and enjoy full functionality of our Services you must connect your third-party Ethereum-compatible digital wallet on a supported bridge extension, such as MetaMask, Fortmatic, Rainbow, Wallet Connect, and others supported on the Site, or by creating or connecting an embedded wallet provisioned through a supported third-party wallet-infrastructure provider (currently Reown), including by signing up with an email address as described below. By connecting your digital wallet to the Site, you expressly represent that you are the lawful and rightful owner of the digital wallet. You are required to authenticate ownership of your digital wallet before you can perform transactions through the Services by cryptographically verifying, through your third-party bridge extension, your possession of the digital wallet's associated passphrase. Your digital wallet transactions are broadcasted to the Ethereum blockchain through the applicable third-party bridge extension, which facilitates transactions on your behalf. By using your digital wallet in connection with the Services, you agree that you are using that wallet lawfully and under the terms and conditions of the applicable third party-wallet provider. Your digital wallet and all assets held therein are your personal property, and not the property of the Company. The Company has no responsibility or technical ability to manage, modify, secure, or perform transactions on behalf of your digital wallet.

B. Your Wallet is Your Sole Responsibility

You are solely and exclusively responsible for the security and management of your digital wallet(s). For your safety and the safety of other Users, you agree to maintain reasonable security measures over your digital wallet, make best efforts to avoid potential scams which may compromise the security of your wallet or others, and to preserve the utmost secrecy of your digital wallet's private key, passphrase, seedphrase, your Account details, passwords, and any other information that you use to access your digital wallet or the Account. You are solely responsible for ensuring that Account(s) registered in association with your digital wallet will not be used by any unauthorized person(s) or entities. The Company accepts no responsibility for, and disclaims all liability to you, in

connection with the security of or your use of your digital wallet and disclaims any responsibility or obligation to assist or remedy you in the event of a breach of your digital wallet's security. You are solely responsible for your Account and any associated digital wallet. We are not liable for any acts or omissions by you in connection with your Account or as a result of your Account or digital wallet being compromised. Further, you agree that you may be liable to the Company, other Users, or other third parties for harm or losses arising from acts or omissions by you related to the security of your digital wallet.

You agree to notify us immediately of any breach of security, loss, theft, or unauthorized use of your digital wallet or Account by filing out this Form.

1. Embedded Wallets and Email Sign-Up

You may also create an Account and a digital wallet by registering with an email address through a third-party wallet-infrastructure provider, Reown (an "Embedded Wallet"). Reown, and not the Company, provisions, secures, and manages each Embedded Wallet and its associated keys and recovery credentials, and your creation and use of an Embedded Wallet is a Third-Party Service subject to Reown's terms of service and privacy policy. An Embedded Wallet is your digital wallet for all purposes under these Terms, and every provision governing your digital wallet applies fully to any Embedded Wallet, including that your wallet is your sole responsibility and that the Company is a non-custodial service provider with no possession, custody, or control of, and no ability to access, secure, recover, freeze, or transact on, your wallet. The Company does not custody, control, or have access to your Embedded Wallet, its private keys, or its recovery credentials, and is not responsible or liable for any loss of access to, or compromise of, an Embedded Wallet, the email account used to provision it, or any Third-Party Service. You are solely responsible for maintaining the security of the email account and any credentials used to access an Embedded Wallet, and you acknowledge that loss of access to that email account or to the applicable Third-Party Service may result in the permanent and irreversible loss of access to the Embedded Wallet and all assets held in it.

C. You Must Obey the Law

You represent and warrant that you will use our Services only for purposes that are legal, proper, in accordance with these Terms, and in strict compliance with all applicable laws (e.g., local, state, federal and the laws of other jurisdictions). Without limitation, you represent and warrant that you will not directly or indirectly through or in connection with our Services: (i) send, mint, publish, upload, distribute or disseminate any unlawful, infringing, defamatory, harassing, abusive, fraudulent, obscene, pornographic, or otherwise objectionable content; (ii) undertake any unlawful activity which would violate, or assist in violation of, any law, statute, ordinance, or regulation, sanctions program administered in any relevant country, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"), or which would involve proceeds of any unlawful activity; (iii) distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature; (iv) impersonate the Company or another person (via the use of an email address or otherwise) or use deceptive means to obtain access to a third party's digital wallet; (v) defraud the Company, other Users, or any other person or provide false, inaccurate, or misleading information; (vi) violate the intellectual property rights, property rights, privacy rights, or other legal rights of others; (vii) engage in, promote, solicit, or otherwise encourage illegal activity (including, without limitation, terrorism, tax evasion, theft, or money laundering); (viii) interfere with another users access to or enjoyment of the Services; (ix) defame, abuse, extort, stalk, threaten or otherwise harass other Users; (x) incite, threaten, facilitate, promote, or encourage hate,

racial intolerance or violent acts against others; (xi) harvest or collect personal information about other Users without their consent; (xii) create user accounts or interact with the Services by automated means or under false or fraudulent pretenses; (xiii) exploit the Services for any unauthorized commercial purpose; (xiv) modify, adapt, translate, or reverse engineer any portion of the Services; (xv) remove any copyright, trademark or other proprietary rights notices contained in or on the Services; and (xvi) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Services or the content posted on the Services, or to collect information about Users for any unauthorized purpose.

D. Prohibited Persons

You represent and warrant that: (i) you are not located in, ordinarily reside in, or organized under the laws of any jurisdiction that is subject to a comprehensive U.S. Government embargo ("Embargoed Jurisdiction"); (ii) you and your digital wallet are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, "Sanctions"); (iii) 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; (iv) you, your digital wallet and none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, are listed on OFAC's Specially Designated Nationals and Blocked Persons List, or are located in, ordinarily resides in, or organized under the laws of, any Embargoed Jurisdiction, or are 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 (collectively, "Prohibited Persons"); (v) you have not received assets (i.e., NFTs, ETH, USDC, etc.) directly or indirectly from any Prohibited Persons, digital wallets, or smart contracts identified by the U.S. Government as existing for the primary purpose of facilitating illegal activity. You further covenant that the foregoing shall be true during the entire period of this agreement. If you access or use the Service outside the United States, you are solely responsible for ensuring that your access and use of the Service in such country, territory or jurisdiction does not violate these Terms any applicable laws.

The Company 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, or to investigate a potential violation of the law or these Terms. In such cases, the Company, in its sole discretion, may disable your Account and block your ability to access the Service until such additional information and documents are processed by the Company. If you do not provide complete and accurate information in response to such a request, the Company may refuse to restore your access to the Service in its sole discretion.

E. The Services are Property of the Company

You acknowledge and agree that we own all legal rights, title, and interest in and to all aspects of the Site and Services, unless otherwise provided herein. The graphics, design, systems, images, logos, methods, information, articles, page headers, icons, scripts, templates, code, software, services, "look and feel," organization, compilation of content on the Services, data, and all other elements or other intellectual property comprising Services (collectively, the "Company Materials") are the Company's property. The Company Materials are protected and may be enforced through copyright, patent, trademark, trade dress, international conventions, and other applicable laws. The "SuperRare" name, logos, trademarks, and any of the Company's other product or service names, designs, logos, and

slogans (i.e., "RarePass," "Stay Rare") associated with or present through our Services are the intellectual property of the Company (or our affiliates or licensors) and may not be copied, imitated, or used, in whole or in part, without our prior written permission in each instance. Your use of the Services does not grant you ownership of or any other rights with respect to any content, code, data, content, or other materials that you may access on or through the Services. We reserve all rights in and to the Company Materials not expressly granted to you in the Terms. All other third-party trademarks, content protected by copyright, registered trademarks, and product names mentioned in association with the Services or contained in the content linked to or associated with any NFTs displayed on the Services are the property of their respective owners and may not be copied, imitated, or used, in whole or in part, without the permission of the applicable intellectual property rights holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by the Company.

F. Your License to the Services and Content

You are hereby granted a limited, non-exclusive, non-transferable, revocable, non-sublicensable, and personal license to access and use the Services provided subject to your compliance with these Terms. If any software, content, or other materials owned by, controlled by, or licensed to us are distributed or made available to you as part of your use of our Services, we hereby grant you a non-commercial, personal, non-assignable, non-sublicensable, non-transferrable, and non-exclusive right and license to access and display such software, content, and materials provided to you as part of the Service in each case for the sole purpose of enabling you to use the Service as permitted by these Terms. Your access and use of the Services may be interrupted from time to time for any of reason, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Services, the Company's enforcement of these Terms, or other actions that the Company may make in its sole discretion.

G. Removing Content from the Site

The Company reserves the absolute right to remove, rescind, modify, suppress, or alter any aspects of the Services in its sole discretion, including but not limited to removing content associated with NFTs that are: (i) involved in an actual or suspected violation of these Terms or the law; (ii) that were stolen or otherwise unlawfully obtained; or (iii) that were involved in a verified, unlawful exploit of a User's wallet. The Company will make best efforts to, but assumes no obligation to, provide notice of content removal to affected Users (i.e., NFT Creators, NFT Owners). The Company assumes no obligation or duty to remove or modify content from the Services for any reason except as required by law.

H. User Accounts

Usernames associated with SuperRare Accounts are available on a first-come, first-served basis. Only one unique username can be assigned to each respective Ethereum digital wallet address. You must provide accurate, updated, and complete registration information when you create an account. As between you and the Company, usernames and accounts are not your intellectual property or personal property. The Company reserves the unilateral right to terminate, modify, suspend, or restrict your username or your access to your account and the Services if we suspect that the account has been compromised, is inactive, has been or will be used for any illegal, fraudulent, or unauthorized purposes, or if the account has been involved in an actual or suspected violation of these Terms. Under no circumstances shall the Company be responsible or liable for any direct or indirect losses (including loss of profits, business, or opportunities) suffered by you or any other

person or entity due to any such termination, suspension, modification, or restriction of access to your account. Notwithstanding the foregoing, the Company has no right or technical ability to interfere with your lawful possession or enjoyment of your NFTs or digital wallet, which does not depend on your ability to access the Services.

(A) Username Squatting

The Company prohibits username squatting and the practice of reserving usernames for future use, especially where there is a likelihood that the username may confuse or mislead others. Users in violation of the squatting policy may be removed from the Services or renamed without notice. Attempts to sell, buy, or solicit other forms of payment in exchange for usernames are prohibited and may result in permanent account suspension. Users who take the names of well-known artists or third parties are presumed to be squatting and may have their accounts terminated, suspended, or restricted in the Company's sole discretion without notice.

(B) Inactive Users

Users who have not been active in six (6) months or more are presumed to have abandoned their account. The Company has the absolute right to delete or modify inactive users without notice, but may provide notice as a matter of courtesy. You are an inactive user if you have not conducted any transactions on the SuperRare Site, collected any NFTs, or otherwise initiated any transaction involving the Protocol for a period of six (6) months.

I. Third-Party Services

The Services may include hyperlinks, options, and tools to access, purchase, or interact with other third-party websites, resources, smart contracts, products, materials, applications, or information (collectively, "Third-Party Services"). We provide links to or functionality with respect to these Third-Party Services only as a convenience to you. We do not necessarily review, approve, monitor, endorse, warrant, or make any representations with respect to the Third-Party Services. You use all Third-Party Services at your own risk. When you click on a link to, or access and use, a Third-Party Service, you are subject to the terms and conditions (including privacy policies) of the applicable Third-Party Service provider. When you interact with an NFT created, deployed, or minted by a third-party smart contract (i.e., Manifold or Transient Labs contracts), you are subject to the terms and conditions of the applicable third party and assume the risk of any conceivable outcome of any smart contract function or operation enabled by such third party smart contracts, including but not limited to dynamic metadata and smart contract pauses. We are not responsible for the availability of any Third-Party Services and are not liable for any loss or damage which may be incurred as a result of the unavailability or malfunction of the Third-Party Services, or as a result of any reliance placed by you on the continued completeness, accuracy, functionality, availability, or existence of any Third-Party Services. Because the Service does not provide digital Wallet software or maintain any Ethereum Blockchain nodes, digital wallet software and the Ethereum blockchain (alternatively, the Ethereum Virtual Machine) constitutes an essential third-party or User dependency without which the Service cannot be fully utilized.

J. SuperRare Labs May Use and Share All User Feedback

You may choose to submit comments, bug reports, ideas, or other feedback about the Services, including without limitation about how to improve the Services (collectively, "Feedback"). By submitting any Feedback, you agree that we are free to use such Feedback at our discretion and without additional compensation to you, and to disclose such Feedback to third parties (whether on a non-confidential basis, or otherwise). You hereby grant us a perpetual, irrevocable, non-exclusive, royalty free, worldwide license to incorporate and use your Feedback for any purpose. The Company takes security very seriously and is now offering bug bounties which may be accessed here. Failure to comply with the precise requirements specified in the bug bounty program may make you ineligible for participation.

IV. The Protocol

The SuperRare Protocol (the "Protocol") comprises a set of interrelated, non-custodial smart contracts and on-chain registries deployed to the Ethereum blockchain that store information and perform limited functions related to the curation, minting, buying, and selling of NFTs within SuperRare, including at least the smart contracts identified in the SuperRare developer documentation provided here. Certain smart contracts may be considered "custodial" by virtual of the User having complete custody and ownership of their deployed smart contracts (i.e., in the case of Series Contracts or Space Operator Contracts), but there are no smart contracts within the Protocol that enable or require the Company to take custody of your assets without your express, on-chain permission. The Company reserves the absolute right to facilitate access to smart contracts outside of the SuperRare Protocol and the Company assumes no duty to facilitate access to, maintain, or otherwise make available for you to use any particular Protocol smart contracts. You understand and agree that you are able to make full technical use of the Protocol smart contracts without using the Site or Services and that you shall not rely upon the Site or Services to make use of the Protocol smart contracts. You acknowledge and agree that you have the opportunity to review, audit, ask questions about, and approve, whether through the Services or through your third party wallet provider, the Protocol Smart Contracts and every blockchain transaction or message executed by your digital wallet before executing any transaction. You hereby affirm that you will not approve of any transaction that is inconsistent with your intent.

2. Transactions are Processed By the public Ethereum Blockchain

Transactions initiated through the Services that invoke the Protocol are publicly broadcasted by your third-party digital wallet provider and processed, validated, managed, and confirmed entirely by the public Ethereum blockchain – but not the Company. You understand that the digital wallet that you use to mint, collect, curate, or sell NFTs, or otherwise interact with the Protocol, and all transaction details associated with your digital wallet activity are manifestly made public information.

3. Ethereum Transaction Fees

The Ethereum blockchain requires the payment of a transaction fee (a "Gas Fee") for transactions executed by the Protocol smart contracts. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the Company's control. The User acknowledges that under no circumstances will a contract, agreement, offer, sale, bid, or other transaction involving the Protocol be invalidated, revocable, reversible, or otherwise unenforceable on the basis that the Gas Fee for the given transaction was unknown, too high, or otherwise unacceptable to a User.

A. The Company Does Not and Cannot Control the Blockchain

The Company does not control the Ethereum blockchain or any other public blockchain. The Company has no ability to reverse any transactions previously settled by the Ethereum blockchain. The Services enables you to voluntarily interact with experimental technologies, including blockchain, distributed ledgers, non-fungible tokens, fungible tokens, cryptocurrencies, stablecoins, the Protocol smart contracts, consensus algorithms, voting systems and distributed, decentralized or peer-to-peer networks or systems. You acknowledge and agree that such technologies are novel, experimental, and speculative, and that therefore there is significant uncertainty regarding the operation, effects, and risks thereof, including uncertainty regarding the application of existing law to activities related to digital assets, cryptocurrencies, blockchains, or NFTs. The Company may not be able to anticipate, control or influence the occurrence or outcome of "forks," and does not assume any risk, liability, or obligation in connection therewith. Without limiting the generality of the foregoing, the Company does not assume any responsibility to notify you of pending, threatened, or completed forks. The Company will determine its response(s) to such forks in its sole and absolute discretion, without any duty or obligation or liability to you for such response (or lack of such response). The Company reserves the right to require that only one NFT to be associated with the relevant metadata, tokenID, or media content, notwithstanding that copies of such NFT information may exist on multiple chains following a "fork" event. You assume full responsibility to independently remain apprised of and informed about possible forks, and to manage your own interests in connection therewith. To the maximum extent permitted by applicable law, the Company disclaims any and all liability related to the foregoing experimental technologies. Notwithstanding the foregoing, the Company reserves the right to execute smart contract transactions as a collector, curator, creator, or otherwise as an oridinary network participant.

B. Users Consents to the Operation of the Protocol Smart Contracts

You agree and understand that all fees, commissions, assets, NFTs, and royalties transferred by or received by you are processed and settled exclusively by the public Ethereum Blockchain – not the Company. By invoking or interacting with the Protocol smart contracts, you agree and irrevocably consent to the automated processing and settlement of fees, commissions, royalties, NFT transfers, and other transactions or functionalities enabled by the Protocol Smart Contracts. You expressly delegate to the smart contracts that you interact with through the Services the fullest necessary legal and technical authority to process, settle, and execute all functions and transactions initiated by you or your digital wallet. You hereby consent to and agree to be irreversibly bound by the outcome of any transaction, smart contract operation or function, or blockchain state change initiated by or caused your digital wallet.

K. The Company's Interactions and Permissions within the Protocol Smart Contracts

As an independent service provider to the SuperRare DAO, the Company retains certain technical privileges and responsibilities related to the maintenance and parametrization of the Protocol Smart Contracts. The Company shall not take any actions with respect to the Protocol Smart Contracts that is not authorized, consented to, or otherwise inconsistent with the SuperRare DAO's governance decisions or procedures. You can learn more about the DAO's governance procedures here. You hereby expressly consent to the Company's role as an administrator and owner of certain Protocol Contracts. The Company reserves all rights with respect to the Services and its Site and assumes no obligations or duties to support or require any specific Protocol contracts.

L. Other Risks

The Services and Services depend on public peer-to-peer networks and consensus machines, such as the Ethereum Blockchain, that are not under the direct or indirect control influence of the Company and are subject to many risks, uncertainties, and unknown security vulnerabilities. The Service, Services, or your digital assets or NFTs may be the target of third-party attacks, including but not limited to phishing, Sybil attacks, bruteforcing, inactive listing exploits, impersonations, or the use of viruses ("Third-Party Attacks"). The Company 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. Blockchain technologies and digital assets are subject to many legal and regulatory uncertainties that could adversely impact the Services, which could impede or limit your ability to continue the use and enjoyment of the Services or related assets and technologies. Users acknowledge and agree that the SuperRare Protocol smart contracts may be subject to bugs, malfunctions, errors, vulnerabilities , or changes to the protocol rules of the Ethereum blockchain (i.e., "forks"), which can adversely affect the smart contracts and may expose you to a risk of total loss, forfeiture of your digital currency or NFTs, or lost opportunities to buy or sell NFTs. The Company does not guarantee, and is not responsible for, your ability to exercise your rights with respect to digital assets held in your digital wallet or with respect to your use or enjoyment of the Services.

M. Non-Reliance

You are knowledgeable, experienced, and sophisticated in using and evaluating blockchain and related technologies, digital assets, NFTs, and "smart contracts." You represent that you have sufficient knowledge, market sophistication, professional advice, and experience to make your own evaluation of the merits and risks of any transaction conducted via the Services or any underlying digital asset. You have conducted your own thorough independent investigation and analysis of the Services and Protocol and the other matters contemplated by these Terms. You agree that you have had the full opportunity to review the Protocol smart contracts and all related functions, permissions, and information. You have not relied up-on any information, statement, omission, representation, or warranty, express or implied, written or oral, made by or on behalf of the Company in connection therewith, except as expressly set forth by Company in these Terms.

N. General Prohibition

Users are forbidden from engaging in any attack, hack, Sybil attack, DoS attack, distributed denial-of-service of attack, "griefing" attacks, interference, or any other type of exploit or unfair misuse of any Protocol smart contracts. Users are forbidden from performing any Protocol transactions through the Services that would necessitate or result in the violation of applicable law. Operations that are functionally enabled by a Protocol smart contract may nevertheless be a violation of these Terms of Service and governing law.

V. The SuperRare® Marketplace

The rules of the SuperRare Marketplace, as made available to Users through the Services, is governed by these Terms, other terms that may be communicated to you during the course of your interaction with the Services, and by functionality of the Protocol Smart Contracts. The SuperRare® Auction Terms of Use are expressly incorporated into these Terms by reference.

A. SuperRare Is a Peer-to-Peer Marketplace That Connects Buyers and Sellers

The SuperRare Protocol smart contracts comprise a peer-to-peer NFT marketplace that enables Users to buy, make offers on, list for sale, sell, auction, and transfer NFTs minted by approved Creators within the SuperRare ecosystem (the "SuperRare Marketplace"). The Company is not a party to any agreement or transactions between Users and makes no representations or warranties about the content, services, goods or promises made by Creators or other users of the Services or Protocol. Creators or resellers of NFTs may promise, impose, or require additional terms, services, goods, utility, obligations, restrictions, and benefits that accompany the purchase or ownership of NFTs made available on the Services ("Third Party Terms"), but only to the extent consistent with this Agreement, compliant with applicable laws, and communicated appropriately to all buyers. Third Party Terms are solely between the buyer and the seller. The Company is not a party to any such Third-Party Terms, makes no representations or endorsements related to the Third Party Terms, and assumes no responsibilities or obligations with respect to Third Party Terms. You acknowledge that all such services, goods, or benefits promised in addition to an NFT are offered on a complementary basis and that that sale price of any transaction involving an NFT subject to Third-Party terms processed by the Protocol Smart Contracts is paid in consideration for solely the NFT – and not paid in consideration for any such complementary goods, services, benefits, or utility. The buyer and seller are entirely responsible for communicating, promulgating, agreeing to,

and enforcing Third Party Terms. You are responsible for fulfilling any promises you communicate and are personally liable for all contractual obligations, duties, disputes, breaches of warranty or title claims, misrepresentation claims, or violations of law associated any promises you make to other Users in connection with your use of the Services. Buyers of Creator NFTs associated with any Third-Party Terms assume the risk that they will never receive any communicated or promised services, goods, or benefits, especially with respect to those Creator NFTs purchased on the secondary market.

B. Marketplace Payment Terms

Marketplace transactions involving your digital wallet and Creator NFT(s) may be subject to commissions, fees, royalties and other charges including, but not limited to: (1) a fifteen percent (15%) Primary Sale commission paid by the seller of any previously unsold Creator NFT; (2) a standard three percent (3%) Marketplace Fee paid by the buyer in addition to the sale price for all types of sales transactions, including Primary Sales; (3) a ten percent (10%) royalty for all Secondary Sales paid by the seller of an NFT on the secondary market and paid to the NFT Creator; and (4) "Gas Fees" paid to the Ethereum Blockchain miners in ETH or other cryptocurrency through your digital wallet as consideration for validating your transactions. The value of the Gas Fee changes, often unpredictably, and is entirely outside of the control of the Company. Before you pay any Fees, you agree that you have had an opportunity to review and accept the Fees that you will be charged, either through the Services or through your third-party digital wallet provider. All fees, royalties, and commissions denominated in percentages are based on the Sale Price of an NFT. All Marketplace commissions, fees, and royalties are denominated in ETH or other cryptocurrency and are non-refundable. Whether a sale transaction qualifies as a Primary Sale or Secondary Sale depends on: (i) whether the relevant NFT is deemed "sold" or "unsold" as indicated by the Protocol smart contracts; and (ii) whether a Primary Sale commission has previously been paid to the SuperRare DAO. The Marketplace Fees described in this section are embedded as functional rules of the SuperRare Protocol and can only be changed by operation and approval from the SuperRare DAO's governance model. The Company assumes no obligation or duty to provide notice in advance of changes to the Marketplace Fees or other marketplace settings.

4. Credit Card and Fiat Payments

The Services may enable you to fund certain transactions using a credit card, debit card, or other fiat payment method through one or more third-party payment processors (currently Coinflow) (each, a "Payment Processor"). The Payment Processor, and not the Company, receives, processes, and settles all such payments. The Company is not a bank, money services business, money transmitter, payment processor, or creditor, and does not receive, hold, custody, or transmit fiat currency on your behalf. Your use of a Payment Processor is a Third-Party Service governed by the Payment Processor's own terms of service and privacy policy, which you must review and accept directly with the Payment Processor.

By electing to pay with a card or other fiat payment method, you represent and warrant that you are the authorized holder of the payment method used and that all information you provide is accurate and complete; you authorize the applicable Payment Processor and its partners to charge the full amount of the transaction, together with any applicable processing fees, network fees, currency-conversion charges, spreads, and taxes, to your payment method; and you acknowledge that the Company does not collect, store, or have access to your full card number or financial-account credentials. A card or fiat payment is solely a funding mechanism for the underlying on-chain transaction and the applicable NFT or other digital asset; the amount paid remains consideration

solely for the applicable NFT or other digital asset as described in these Terms. Fiat-funded amounts may be converted to cryptocurrency and used to acquire the relevant asset on your behalf, and any applicable exchange rates, spreads, and fees are determined by the Payment Processor and are outside the Company's control.

All payments are final and non-refundable to the fullest extent permitted by law. You agree not to initiate any chargeback, reversal, or payment dispute with your card issuer or the Payment Processor with respect to a completed transaction, and you acknowledge that transactions settled on the blockchain are irreversible and cannot be reversed by the Company. You agree that any chargeback, reversal, or payment dispute initiated in breach of these Terms constitutes a breach of these Terms, and that the Company may, without limiting any other remedy, suspend, restrict, or terminate your access to the Services, reverse or withhold any assets, benefits, or NFTs associated with the disputed transaction, and recover the disputed amount together with all associated costs (including fees, charges, and reasonable attorneys' fees) from you.

The Company and its service providers are not responsible or liable for any declined, delayed, failed, duplicated, or erroneous payment, or for any act or omission of any Payment Processor. Card and fiat payment functionality may be modified, suspended, limited, or discontinued at any time in the Company's sole discretion and may be unavailable in certain jurisdictions. All card and fiat payments remain subject to the Company's and the Payment Processor's identity-verification, sanctions, and anti-money-laundering screening, and may be refused, held, or reversed on that basis.

C. ROYALTIES

SuperRare is the original home of Artist royalties and implements the Royalty Registry standard for certain smart contracts. In an effort to empower Creators, all secondary sales NFT transactions conducted through the Services and that invoke the Protocol implement a ten percent (10%) royalty based on the list price paid by the seller to the original Creator of the NFT. Users that collect and trade NFT using the Services or Protocol irrevocably consent to the automated collection and distribution of the creator royalty and hereby waive any first sale defense or argument with respect to secondary market transactions that result in a royalty paid to a Creator. All works minted after the Effective Date of these Terms through the Services by Creators are automatically configured with a ten percent (10%) royalty amount by default within the Royalty Registry, which you may change on your own in certain circumstances an without any involvement of the Company. Royalty data may be configurable by Creators depending on whether they are the owner of the smart contract that originally minted their Creator NFT. Royalties paid to Creators are a voluntary economic function of the SuperRare Marketplace that may be subject to change. You acknowledge and agree that royalties paid to Creators are not guaranteed for all transactions, especially those transactions that are not initiated through the Services, do not invoke or involve the SuperRare Protocol, and that are performed on a different NFT marketplace (collectively, "Off Market Transactions). You hereby waive any entitlement to royalties, commissions, or fees paid to another or not received by you by operation or omission of the Services or the Protocol Smart Contracts, or due to the compromised security of your digital wallet. You hereby agree not to re-configure the royalty data stored within the Royalty Registry associated with your SuperRare-minted NFTs without providing direct written notice to: (i) the Company; (ii) the Collector of each of your re-configured NFTs; and (iii) the public.

D. The SuperRare DAO

Except as otherwise provided herein, the Primary Sale Commission and Marketplace Fee are paid exclusively to the SuperRare DAO. The SuperRare DAO is multi-sig smart contract deployed on Ethereum (superraredao.eth) (ETH address: 0x860a80d33e85e97888f1f0c75c6e5bbd60b48da9). The Company does not legally control the SuperRare DAO and is not a direct recipient of any Primary Sale Commissions or Marketplace Fee. The Company reserves the right to collect commissions or other Fees as a seller, creator, curator, Space Operator, or otherwise as a regular network participant. As a community service provider to the SuperRare DAO (see community approval here), the Company reserves certain administrative and functional powers and privileges within the SuperRare Protocol, that do not get invoked without approval or general consent of the SuperRare DAO.

E. Contractual Intent

By voluntary interact with the Protocol smart contracts, you approve and authorize the Protocol smart contracts to perform limited functions effectuating ownership rights, legal contractual relationships, and limited contractual agreements between you and other Users. By performing transactions invoking the Protocol Smart Contracts through the Services (including but not limited to, buying, selling, listing for sale, auctioning, initiating auctions, placing bids, making offers, accepting offers, rejecting offers, initiating auctions, settling auctions, transferring, minting and any other type of transaction involving your digital wallet),you represent that you have sufficient knowledge and authority to perform such transactions and agree to be completely and irrevocably bound by the transaction outcome or any other outcome conceivably possible by the technical operation of the Smart Contracts.

F. Prohibited Activity

The SuperRare Marketplace is a transparent and open digital art Marketplace that depends on the honest and lawful participation of all Users. In addition to ensuring compliance with applicable law and comporting with general principles of fairness and honesty, you understand and agree that:

- You are forbidden from engaging in any behavior, whether on or off of the SuperRare Services, with the intent to artificially devalue, inflate, or otherwise deceptively influence, misrepresent, or cause to be misrepresented the actual or apparent price or value of a Creator NFT, groups of Creator NFT(s), or NFT(s) created by Artists approved to mint NFT on SuperRare (i.e., an Artist's floor or average sale price).
- You are forbidden from bidding on, purchasing, making offers on, or attempting to influence the price of any Creator NFT(s) that you already own or control though any of your digital wallets, whether or not the digital wallet is a registered User of the Services.
- You are forbidden from participating in, facilitating, assisting, or knowingly transacting with any pool, syndicate or joint account organized for the purpose of unfairly or deceptively influencing the market price of any Creator NFT(s)
- You are forbidden from creating or inducing a false or misleading appearance of activity with respect to any Creator NFT(s) or creating or inducing a false or misleading appearance with respect to the market of any Creator NFT(s), including by: (i) executing or causing the execution of any transaction in any Creator NFT(s), which involves no material change in the beneficial ownership thereof; or (ii) entering any order for the purchase or sale of any Creator NFT(s), with the knowledge that an order of substantially the same size, and at substantially the same price, for the sale of such Creator NFT(s), has been or will be entered by or for the same or different parties;

- You are forbidden from engaging any deceptive conduct that may prevent competitive or fair bidding, artificially inflate or deflate the price of a Creator NFT, simulate demand for a work or any other anti-competitive, deceptive, or unfair behavior such as, but not limited to, "wash trading," "rug pulling," "front running," "puffing," "chill bidding," "shill bidding," "sham bidding," or "sock puppet bidding."
- You are forbidden from selling Creator NFT(s), listing items for Auction, making bids during an auction, purchasing a Creator NFT, or engaging in any other type of behavior for the purpose of concealing economic activity, laundering money, tax evasion, financing terrorism, concealing or transferring proceeds or assets relating to criminal activity, treating Creator NFT(s) as a substitute for value or currency, or to pay another User for a Creator NFT for any reason other than to obtain the Creator NFT.
- You are forbidden from performing any transaction associated with a Creator NFT through the Services or involving the Protocol smart contracts based on non-public information that has a material impact on the value of the Creator NFT.
- You are forbidden from arranging for, causing, offering options for, or otherwise conducting any type of pre-sales activity relating to unsold or unminted Creator NFT(s) that involves any off-market NFT mint, sale, burn, or transfer transactions occurring or originating outside of the SuperRare Marketplace, the Services, or that otherwise do not invokee the Protocol Smart Contracts.
- You are forbidden from knowingly selling or transferring any Creator NFT, or use any Creator NFT in a manner, that does or may infringe any copyright, trademark, patent, trade secret, or other intellectual property right of a third party, or from selling or transferring any Creator NFT that you know is subject to a dispute or investigation.
- You are forbidden from using the Services to create, mint, promote, sell, or buy Creator NFTs or other items that give Owners rights to participate in an ICO or any securities offering, or that are redeemable for securities, commodities, or other financial instruments;
- You are forbidden from marketing or promoting any Creator NFT as investment products, securities, assets intended solely for resale, or otherwise in any manner that would suggest that any Creator NFT will appreciate in value.

G. Users Agree to Report Suspicious Activity

You agree to report suspicious market activity of other Users, suspected violations of these Terms by other Users, and unlawful exploits of your user account. By initiating transactions through the Services, you represent and warrant that you are not aware of any suspicious activity relating to the NFT(s) or other users involved in the transaction, either directly or indirectly. If you are specifically aware of other SuperRare Users that are in violation of these Terms or applicable laws, then you must promptly inform the SuperRare team at legal@superrare.com.

H. Off Market Transactions

The SuperRare Protocol smart contracts do not generally process, collect, or distribute any fees, commissions, or royalties for: (i) any transactions initiated not involving the Services; (ii) any transactions initiated outside of the SuperRare Marketplace; (iii) private transactions involving manual settlement between buyers and sellers; or (iv) transactions that do not involve the SuperRare Protocol smart contracts (collectively "Off Market Transactions"). Any work that is marked as "unsold" by the Protocol Smart Contracts will be subject to a commission upon the first sale within

the SuperRare Marketplace, regardless of whether you purchased it from a third party. To support Creators and the SuperRare DAO, we encourage you to list Creator NFT(s) for sale exclusively on the SuperRare Marketplace. However, you are functionally permitted to sell or transfer your NFT(s) on third party exchanges, except in the circumstance in which a Creator configures a marketplace "blocklist" condition on the Creator NFT. You hereby waive any entitlement to royalties, commissions, or fees for Off-Market Transactions and hereby consent to other User's technical ability to perform Off-Market Transactions involving Creator NFT(s). You irrevocably release, acquit, and forever discharge the Company and its subsidiaries, affiliates, officers, and successors of any liability for royalties, commissions, or fees not received by You from any Off-Market Transaction or otherwise by operation or omission of the Protocol Smart Contract. The Company reserves the right to restrict your access to the Services, or invoke any other termination rights in these Terms, on the condition that you compensate the SuperRare DAO, or other third parties, the amount that would have been received from Off-Market Transactions had they been performed through the Services or by operation of the Protocol smart contracts.

VI. CREATOR NFTS

"Creator NFT(s)," as used throughout these Terms, are NFT(s) minted by Creator(s) that have been previously approved by at least one network Curator to mint NFT(s) through the SuperRare Protocol, NFT(s) that are accessible through the Services, or NFT(s) that are in fact minted using the SuperRare Protocol. A Creator NFT has been issued and cryptographically authenticated by an independent Creator and contains metadata that describes, references, or represents a work of art. Creator NFT(s) are typically compatible with the ERC-721 technical standard, but may include at times NFTs that are compatible with other technical standards, including but not limited to ERC-1155. The Company reserves the right to index and make accessible on the Services any type of NFT(s), whether or not they are minted by Creator(s) approved to mint NFT(s) with the SuperRare Protocol. Creator NFTs exist primarily for the consumptive enjoyment of their respective Owners. The value of any particular Creator NFT is inherently subjective and primarily dependent on market sentiment around the creative efforts and abilities of each respective NFT Creator.

5. SUPPORTED TOKEN STANDARDS AND EDITIONS

The Services support Creator NFTs and other digital collectibles minted under a variety of token standards, including both single-edition and multi-edition works. Single-edition, 1-of-1 works are typically minted under the ERC-721 standard. Multi-edition works, in which a Creator issues a fixed or limited number of tokens that reference the same Creator Content, may be minted under the ERC-1155 standard or other supported standards. The Company reserves the right, in its sole discretion, to add, support, modify, limit, or discontinue support for any token standard, asset type, or edition format at any time and without notice. Except where the context requires otherwise, references in these Terms to "NFTs" or "Creator NFTs" apply to all supported token standards and edition formats to the fullest extent applicable.

6. ERC-20 EDITIONS

The Services may support fungible digital collectibles minted under the ERC-20 token standard that are associated with, reference, or are pegged to a work of digital art or other Creator Content ("ERC-20 Editions"). ERC-20 Editions are made available and collected solely as digital collectibles connected to digital art and for the consumptive enjoyment of collectors. The price of an ERC-20 Edition may be determined algorithmically by a bonding curve or other automated pricing

mechanism implemented by the applicable smart contracts, which the Company does not set or control. You acknowledge and agree that ERC-20 Editions: (i) are offered only in connection with, and derive any significance solely from, the associated digital art or Creator Content; (ii) are not, and are not intended to be, investment products, securities, commodities, financial instruments, shares, deposits, or a means of payment or exchange; (iii) carry no right to profit, revenue, dividend, distribution, or interest, no expectation of financial return, and no ownership, governance, or other rights in the Company; and (iv) are acquired solely for their collectible connection to digital art. The Company does not endorse, guarantee, or make any representation or warranty regarding the value, liquidity, price, or price stability of any ERC-20 Edition. All provisions of these Terms applicable to Creator NFTs — including the assumption-of-risk, prohibited-conduct, non-reliance, disclaimer, indemnification, and limitation-of-liability provisions — apply equally to ERC-20 Editions to the fullest extent applicable.

A. Ownership of Creator NFT(s)

You are the owner of a Creator NFT(s) only if: (i) your digital wallet lawfully obtained the Creator NFT; (ii) your digital wallet has actual possession, custody, and control of the Creator NFT; and (iii) the Ethereum blockchain identifies your digital wallet as the owner of the Creator NFT. Like owning a physical piece of art, if you own a Creator NFT then you own the cryptographic token as your personal property, but you do not have any right, title, or interest in the Creator Content referenced by the Creator NFT other than the limited license rights granted to you by the Creator as provided herein. The NFT Creator reserves all exclusive rights to the Creator Content, which includes at least the Creator's cophyright and trademark rights in the media content and metadata information referenced by the applicable Creator NFT(s)

7. SuperRare Is a Place for Single-Edition and Multi-Edition Works

SuperRare is the premier place for single-edition, 1-of-1 digital art. The Services also support multi-edition works, including editions minted under the ERC-1155 token standard, in which a Creator may issue a fixed or limited number of NFTs that reference the same Creator Content, with the number of such NFTs in circulation limited to the edition size the Creator designates at the time of minting. With respect to works that a Creator designates as single-edition, 1-of-1 works: Creator NFT(s) are unique and scarce, meaning that each Creator NFT comprises a unique token identification code and that there should never exist multiple NFT(s) in circulation that reference the same exact Creator Content throughout the whole universe, including on other blockchains. If you believe that there exists duplicate Creator NFTs in circulation that reference the same exact Creator Content, please contact legal@superrare.com.

B. The Owner's NFT License Granted by the Creator

So long as you remain the current, lawful Owner of a Creator NFT, you have a non-exclusive, limited, fully paid up, perpetual, irrevocable (excepted as provided herein), and non-commercial license (the "License") to:

- Display, distribute, reproduce, and copy the Creator Content solely for the personal, non-commercial purposes; and
- to display the Creator Content, and to perform the Creator Content in the case of audiovisual works, privately or publicly:

(i) for the limited purpose of promoting or sharing your ownership of the associated Creator NFT;

(ii) for non-commercial cultural and educational purposes, so long as attribution Is provided to the NFT Creator;

(iii) on third-party marketplaces, exchanges, platforms, applications, or other venues in connection with the resale, transfer, or trading of the associated Creator NFT, provided that such third-party venues must cryptographically authenticate you as the lawful owner of the associated Creator NFT prior to making any such display or performance;

(iv) within virtual environments, including simultaneous display within a reasonable number of virtual environments; and

- (v) as your profile picture on social media applications.

For the sake of clarity, the Owner shall have no "royalty" or financial obligations to the Creator for making continued use of this limited license right while they remain the lawful Owner of the relevant Creator NFT; however, the Owner of each Creator NFT agrees that any royalty paid to the NFT Creator upon the resell of a Creator NFT is paid in consideration for the limited license previously enjoyed by the Owner up until the moment of dispossession. Nothing in this section shall be construed to relieve the Owner of any "royalty" obligations to the Creator arising out of resale of the Creator NFT associated with the Creator Content. For the avoidance of doubt, in order to use the Creator Content for any commercial purpose or purpose outside of the scope of the license described above, the NFT Owner must first (1) obtain a license directly from the Creator; and (2) secure additional permissions as necessary. The Creator (and other intellectual property owners of the Creator Content, if any) are under no obligation to grant or negotiate or offer such additional license.

C. Limitations and Restrictions to The Owner's NFT License

All intellectual property rights in and to the Creator Content, and any other intellectual property rights of the Creator, not expressly granted herein, including at least copyrights, trademarks, and rights of publicity are expressly reserved by NFT Creator. Without limitation, the NFT Owner may not, nor solicit or cause any third party to, attempt or do any of the foregoing without the Creator's prior consent in each case: (i) modify, distort, mutilate, create derivative works, or perform any modification to the Creator Content; (ii) use the Creator Content to advertise, market, or sell any product or service; (iii) use the Creator Content in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) sell, distribute for commercial gain, or otherwise commercialize merchandise that includes, contains, or consists of the Creator Content; (v) attempt to trademark, copyright, or otherwise attempt to acquire, register, or claim rights in or to the Creator Content; (vi) attempt to mint, tokenize, or create additional cryptographic token(s) representing, referencing, or associated with the same Work in any manner that creates confusion as to the source, authorship, or authenticity of the original single-edition Creator NFT; (viii) falsify, misrepresent, or conceal the authorship of the Work or the Creator NFT; (ix) otherwise utilize the Work for the Collector's or any third party's commercial benefit; (x) use the Creator Content without a attribution to the Creator; or (xi) use the Creator Content in violation of any additional restrictions imposed by the Creator in association with the Primary Sale of the Creator NFT.

D. Termination, Assignment, and Sublicensing

Lawful ownership, title, possession, and control of a Creator NFT, as governed by the records of ownership maintained by the Ethereum blockchain (or other record of ownership designated by the Company), is a necessary and sufficient condition precedent to owning the limited License to the associated Creator Content provided by these Terms. Any subsequent transfer, dispossession, burning, or another relinquishment of a Creator NFT, whether voluntary or involuntary, will immediately terminate all of the former Owner's rights and interests in the License. The License is not assignable, except that the Owner may sell, transfer, or assign all (but not less than all) of its right, title, and interest in the License only by selling or otherwise transferring the associated Creator NFT to a new digital wallet, which is not deemed complete unless and until finally settled by the Ethereum blockchain. The NFT owner may not sublicense any of its rights or interests under the License, except that the NFT Owner may make a limited sublicense of its personal display rights in the associated Creator Content to the lawful operators of third party services, the user interfaces of software applications, NFT marketplaces, virtual museums or virtual galleries, or physical museums or physical galleries (but only if such museums or galleries actually possess or hold in escrow the NFT or other NFT or digital asset representing a display sublicense) ("Sublicensees"), in each case, for the limited purposes of: (A) displaying the Creator Content to the public for educational, non-commercial or cultural purposes without any compensation being paid to the Owners or sublicensees; or (B) displaying the Creator Content in connection with sale, trading or transfer transactions of the associated NFT.

E. Owners Agree to Cooperate with Inquiries or Investigations Related to their NFTs

You agree that you will not sell, transfer, or trade any Creator NFT, except as authorized or requested by the Company, through or outside of the SuperRare Marketplace that is subject to an intellectual property dispute, claim, or investigation that you have been notified of.

VII. SuperRare Creators

Creators are approved by the SuperRare DAO to have certain revocable, functional privileges relating to their use of the SuperRare Protocol, namely the ability to mint digital artworks as NFTs. To be a Creator, you must be authenticated as such by a SuperRare DAO curator through an on-chain transaction resulting in your digital wallet address appearing in the relevant SuperRare Protocol registries. SuperRare Spaces (discussed further below) and the Company have the functional authority or ability to authenticate new Creators within the Protocol. Creators that make use of the Services or Protocol, whether on behalf of themselves, a collective, or third parties, expressly represent and warrant that they have the agency, authority, and capacity to perform transactions from their digital wallet. This section of the Terms is designed primarily for registered Creators that make use of the Services, but apply to the fullest extent possible to all other Users. All other provisions of these entire Terms apply equally to Creators without limitation.

A. Minting a Creator NFT

Creators are permitted, but not required, to use the Services to facilitate an NFT minting transaction. To mint a Creator NFT through the Services Creators must: (i) upload an original digital

artwork; (ii) provide information about the artwork to populate the NFT metadata; (iii) authenticate the work as an non-infringing, original creation authorized to be minted and sold by the Creator as an NFT; (iv) reaffirm the Creator's agreement to these Terms and any other terms that the Company may require; and (vi) authenticate a request through the Creator's third party digital wallet provider to effectuate a minting transaction within the SuperRare Protocol. Creators that wish to mint and deliver an NFT pursuant to the Creator's independent agreement with the respective Space Operator may be required to agree to additional terms provided herein and otherwise made available through the Services. The Company reserves the absolute right to modify or impose additional minting terms made available and affirmatively agreed to by Creators through use of the Services, but only to the extent not inconsistent with official policies or guidelines developed by the SuperRare DAO.

B. Creators Must Only Mint Original, Authorized, and Non-Infringing Content

By minting a Creator NFT through the Services, Creators expressly represent and warrant that: (i) the Creator Content (which includes all downloadable media content, images, video, audio, metadata content or information, descriptions, tags, attributes, logos, trademarks, likenesses, and all other elements submitted by the Creator) associated with the minted NFT is an original work of authorship and not infringing on any intellectual property rights of any third party; (ii) the Creator's decision to mint, sell, transfer, and license (as provided in Sections VII.E-G) the Creator Content as an NFT does not violate the contractual rights or expectations of any collaborator or any other third party; and (iii) the Creator has exclusive right and title to all proceeds, royalties, or revenues received to the Creator's digital wallet as a result of sales or use of the Creator NFT, or otherwise will distribute such proceeds, royalties, or revenues to the appropriate third parties.

Creators should only mint works that they personally created and must refrain from minting content that they developed for third parties as a "work for hire" or content to which copyright ownership is encumbered, unknown, unclear, or disputed. To the extent the Creator Content contains any unoriginal material not owned or originally developed exclusively by the Creator, including without limitation music, visual content, brand names, logos, third party trademarks, likenesses, material contributed by collaborators, content generated by algorithms or artificial intelligence (collectively, "Third Party Content") the minting Creator further represents and warrants that they have the necessary licenses or permission to mint and sell such Third Party content as an NFT, or otherwise that the Creator has a clear and compelling "fair use" defense in relation to their use of such Third Party content.

Creators are expressly prohibited from minting NFTs consisting of unlicensed, unauthorized, unlawful, pornographic or infringing content. If you mint content that is even arguably pornographic or NSFW, you must tag the work in the NFT metadata as "NSFW."

Copyright is the law of art. As a digital art service, we take copyright law seriously and encourage our Artists and Collectors to learn more about their rights. Please visit the SuperRare Copyright Community Guidelines for more information on copyright law, the difference between "original" and "infringing" content, and the fair use defense.

C. No Double Minting

NFTs on SuperRare are **single-editions** by default. As such, Creators acknowledge, understand, and agree that minting Creator Content as a single-edition NFT through the Services constitutes an express

and irrevocable representation, warranty, and covenant that the Creator has not minted, will not mint, and will not cause another to mint an NFT (or any other type of digital collectible) associated with the Creator Content while another NFT (or other type of digital collectible) associated with the same exact Creator Content is in circulation, except for additional NFTs the Creator expressly issues as part of a multi-edition work (for example, an ERC-1155 edition) up to the edition size the Creator designated at the time of minting. The Creator intends that the Company and Owners of the Creator's NFTs be third-party beneficiaries of this Section capable of pursuing any claim to enforce the Creator's promise not to mint duplicate NFTs and seeking appropriate remedies from the Creator. Without limitation, the Creator reserves the right to mint, tokenize, or authorize the creation cryptographic tokens or other digital assets representing a legal, economic, or other interest with respect to any of the Creator's exclusive intellectual property rights ("Secondary Minting"), but only to the extent that: (i) such Secondary Minting does not result in the creation of any NFTs or digital collectibles that are confusingly similar in nature to the originally minted, single-edition NFT; (ii) the Creator notifies the Company, the current Owner, and all future Owners of the originally minted Creator NFTs as to the Secondary Minting activity; (iii) the Creator makes reasonable efforts to involve the Owner of the originally minted NFT in the Secondary Minting activity; and (iv) such Secondary minting does not result in NFTs bearing license rights substantially identical to the license granted in Sections VII.E-G.

D. Enforcing the No Double Minting Rule

The Company reserves the right to enforce this Section by any means it deems necessary and is afforded any reasonable interpretation of this section that enables it to prohibit activity that it deems against the "spirit of the rule," as determined in its sole discretion. Creators must fulfill any reasonable request or instruction from the Company related to a breach of this section, including but not limited to a request to burn a duplicate NFT or otherwise violative NFT, to coordinate with an Owner of a Creator NFT to burn or transfer a duplicate or otherwise violative NFT, to reimburse or otherwise make whole an Owner of a Creator NFT or any other third party affected by the Creator's breach of this Section, to cease activity on or off of SuperRare relating to the Creator's violation of this Section. The Company may make limited exceptions in its sole discretion, especially in cases where a duplicative or otherwise violative NFT was minted by mistake or error, or if the Creator's digital wallet was compromised resulting in an involuntary and unlawful transfer of an unsold Creator NFT. In such limited cases, the Company may require or impose additional terms, conditions, or actions from involved Users in its sole discretion.

E. Creator Grants a Limited License to the Owners of the Creator's NFTs

The Creator hereby acknowledges, understands, and agrees that using the Services to mint a Creator NFT constitutes an irrevocable (except as otherwise provided herein) and affirmative grant to any current, lawful Owner of the Creator NFT to the default, limited, non-commercial, and non-exclusive license rights in the associated Creator Content, as provided at least in Sections VI. C-E, *supra*. All intellectual property rights in and to the Creator Content and any other intellectual property rights of Creator not expressly licensed herein are reserved by the Creator.

F. Modifications to the Default License

Creators may modify, revoke, or terminate the default license applicable to a Creator-minted NFT, but only if both the Creator and the current NFT Owner (who may be the same person)

cryptographically authenticate a new license that clearly supersedes the default license using their respective digital wallets through an on-chain transaction, or other state change that is publicly available and processed, settled, or stored by the Ethereum blockchain. Notwithstanding the foregoing, nothing in these Terms shall prohibit the Creator from implementing a different license type at the time of minting intended for the benefit of any current, lawful Owner of the minted Creator NFT, but only if: (i) a clear and conspicuous reference to the different license is included by the Creator within the metadata of relevant Creator NFT; and (ii) the different license does not require or create a substantial risk of a violation of any other provisions of these Terms, including at least the "No Double Minting Rule" For the sake of clarity, the Creator cannot supercede or otherwise render void the license granted to the Company provided, *infra*, Section VII.G.

G. Creator Grants a Limited License to the Company

The Creator hereby acknowledges, understands, and agrees that minting a Creator NFT through the Services constitutes an express and affirmative grant to the Company, its affiliates, and successors a non-exclusive, world-wide, assignable, sublicensable, perpetual, and royalty-free license to make copies of, display, perform, reproduce, download, upload, and distribute the Creator Content associated with the NFT on any media whether now known or later discovered for the general purpose of operating, promoting, sharing, developing, marketing, and advertising the Services or Creator NFT, or any other lawful purpose related to SuperRare ecosystem, including without limitation, the express right to: (i) display or perform the Creator Content on the Services, a third-party platform, social media posts, blogs, editorials, advertising, market reports, documentaries, virtual galleries, private galleries, museums, virtual environments, editorials, or to the public; (ii) create and distribute digital or physical derivative works based on the Creator Content, including without limitation, compilations, collective works, and anthologies; (iii) indexing and storing the Creator Content in electronic databases, indexes, catalogues, the Smart Contracts, or ledgers; and (iv) hosting, storing, distributing, uploading and reproducing one or more copies of the Creator Content within a distributed file keeping system, node cluster, or other database (e.g., IPFS) or causing, directing, incentivizing, or soliciting others to do so. As a matter of courtesy, the Company may seek ancillary authorization or provide notice to the Creator relating to the Company's use of this license but assumes no obligations to do so.

H. Works Minted In Collaboration

Collaborative works are celebrated in the cryptoart community, but the Protocol smart contracts currently enable only one digital wallet to authenticate a minting transaction for a given Creator NFT. If the Creator mints a Creator NFT using a digital wallet associated primarily with only the Creator (i.e., not a shared account), the Creator agrees that it shall clearly and conspicuously identify in the Creator NFT metadata any third-party collaborators who are intended as joint-authors of the associated Creator Content. By minting a Creator NFT through the Services without a clear and conspicuous reference in the Creator NFT metadata identifying a third-party collaborator, the minting Creator is presumed by the Company to be the sole author with exclusive right and title to associated Creator Content, or as otherwise represented by the Creator in Sections VII.A-B. Conversely, by minting a Creator NFT through the Services with a clear and conspicuous reference in the Creator NFT metadata identifying one or more third-party collaborator(s), the minting Creator and all identified collaborators are presumed by the Company to be joint authors of the associated Creator Content. By minting a Creator NFT through the Services, the Creator

affirmatively represents that all collaborators, if any, of the associated Creator Content: (i) have been put on notice of these Terms; (ii) have a mutual agreement as to the respective rights, liabilities, and responsibilities of each collaborator with respect to the minted Creator NFT; and (iii) have a mutual agreement regarding the use of title to proceeds, including royalties, received from sales of the Creator NFT. Nothing in these Terms shall prohibit more than one collaborator from minting from a shared or collective digital wallet, provided that the entity performing the actual minting transaction, or otherwise making use of the Services or Protocol, has agency to bind all collaborators to these entire Terms.

I. Creator Authentication by the Company

SuperRare is invite only, meaning that only Creators that are authenticated by one or more network curators carry the privilege to mint NFTs using the SuperRare Protocol. As a curator, the Company invites only Creators that it deems credible and talented in its sole discretion. Please use This Form if you want the Company to consider you to join SuperRare. The Company will not accept any compensation or fee as a condition of being registered as a SuperRare Creator. So long as you remain a registered Creator, you are free to use the Protocol through the Services in any lawful manner consistent with these Terms and subject to no ongoing obligation to the Company. The Company reserves the absolute right to un-register any Creator that it previously registered within the Protocol for any reason. The Company, in its sole discretion, may at any time: (i) impose any additional legal conditions or obligations on you; (ii) require additional documentation or identification from you; or (iii) limit your use of the Services, in any manner it deems necessary or appropriate to preserve the reputation and authenticity of Creators or Creator NFTs on SuperRare. The Company makes no representations or warranties about the authenticity or identity of any Creator, other than as otherwise provided herein.

J. Promises Regarding Off-Market Consideration

Creators may promise or make available additional services, goods, digital assets, or utility, or impose additional terms or restrictions, in relation to the initial sale of their minted NFTs, but only to the extent consistent with this Agreement, compliant with applicable laws, and communicated appropriately to all buyers (preferably by communicating such additional terms in the NFT metadata). The Company assumes no responsibilities or obligations with respect your independent promises. You are solely responsible for fulfilling any promises you communicate and are personally liable for all contractual obligations, duties, disputes, breaches of warranty or title claims, misrepresentation claims, or violations of law associated any promises you make to other Users in connection with your use of the Services. By making additional promises to buyers in the metadata of your minted NFTs, you expressly consent to the Company's disclosure of your contact information to the NFT Owner registered as User. The Company reserves the right to remove or restrict your access to the Services, or remove your Creator Content from the Services, if it receives notice or suspects that you have or will fail to fulfill any additional promises with respect to the sale of your minted NFT(s).

8. Physical Artwork

Creators may designate a work associated with a Creator NFT as having a related physical object, item, or artwork (a "Physical Item"). Any Physical Item is offered by the Creator separately and apart from the Creator NFT and is not part of, bundled with, or included in the Creator NFT, the Creator Content, or any license granted under these Terms. The Company is not a party to, and has

no involvement in, any offer, sale, fulfillment, or delivery of a Physical Item. Without limitation: (i) production, fulfillment, delivery, shipping, customs, taxes, insurance, authentication, condition, and all other aspects of any Physical Item are handled directly and exclusively between the Creator and the collector; (ii) the Company does not produce, fulfill, ship, store, escrow, authenticate, or facilitate any Physical Item, and assumes no obligation to provide, and expressly disclaims any obligation to provide, contact information for, or introductions between, the Creator and the collector; (iii) the collector is solely responsible for independently arranging fulfillment of any Physical Item directly with the Creator; and (iv) the Company makes no representations or warranties of any kind, express or implied, regarding any Physical Item, including as to its existence, title, authenticity, provenance, quality, condition, safety, legality, or whether it will ever be produced, delivered, or fulfilled.
The settlement economics processed by the Protocol Smart Contracts are pegged solely to the transfer of the Creator NFT. The purchase price and any commissions, fees, or royalties processed by the Protocol, or retained by the Company or the SuperRare DAO, are paid in consideration solely for the Creator NFT (the virtual asset) and not for any Physical Item. As between the Company and you, any Physical Item is treated as a gift voluntarily provided by the Creator to the collector, does not constitute value or consideration for any transaction, and any fee retained by the Company relates only to the virtual asset. The Company expressly disclaims any role, fee, consideration, obligation, or liability with respect to any Physical Item.

The collector assumes complete and exclusive risk of non-fulfillment, non-delivery, loss, damage, misrepresentation, defect, or non-conformance with respect to any Physical Item. To the fullest extent permitted by law, you irrevocably release, acquit, and forever discharge the Company Parties from any and all Claims arising out of or relating to any Physical Item, including any failure to produce, deliver, fulfill, or perform. Any promise, term, obligation, or dispute relating to a Physical Item is solely between the Creator and the collector, constitutes Third Party Terms for which the Creator is solely responsible and personally liable, and must be resolved directly between those parties.

K. You Agree to indemnify the Company for Your Infringements

As provided further in Section , you may be liable to the Company for the minting, creation, promotion, publication, advertising, marketing, sale, or distribution of the NFTs that you mint (or any other Content that you contribute to the Services), including, without limitation, Claims involving the actual or alleged infringement of any third party intellectual property or contractual rights;

VIII. Decentralized Curation

The following sections contain information on SuperRare's progressively decentralizing curation model, the Space Race, and important terms governing your use of the Services as a Space Operator (sometimes referred to herein as a "curator") or a Creator who sells Creator NFTs through a Space. Notwithstanding the existence of these additional terms, the rest of these Terms remain fully in effect and governs all Users use of the Services.

A. Origins of Curated Crypto Art

SuperRare has always been the first home for curated cryptoart. Since first launching in 2018 Creators on SuperRare have defined the creative standards of the cryptoart movement while

simultaneously pushing its boundaries. When it decided to be an invite only platform, the Company team started been hand selecting each Creator based on their artist merit, potential, and spirit. The $RARE token and SuperRare DAO changed all of that, allowing for new, community-approved curators to govern the network to curate alongside the Company.

B. $RARE Curation

SuperRare has embarked on the path towards progressive **curatorial** decentralization by empowering the $RARE token holder community to approve new independent curators, so called "Space Operators," to register and onboard new Creators within the Protocol and conduct NFT releases with their own custom branded smart contracts.

C. What is a SuperRare Space?

SuperRare Spaces are independently operated storefronts approved by $RARE token holders to curate and conduct NFT sales using the SuperRare Protocol. Equipped with their own custom smart contracts, Spaces are privileged with the power to onboard Creators, allow Creators to mint NFTs directly into a Space for a promoted release, and program their own commissions and royalty splits.

D. How to Become a Space?

$RARE Spaces are currently vetted and approved by the $RARE token holder community during an event known as the "Space Race." As currently established by the SuperRare DAO, up to ten (10) new Spaces may be registered within the Protocol per month subject to the approval of the $RARE token holder community. Parties seeking to be a Space must apply in the SuperRare DAO governance forum. You can learn more about applying to become a Space and the SuperRare DAO's independent governance procedures here. The Space Race is currently conducted using a token voting experience developed by the SuperRare community (https://spacerace.superrare.com/).

E. Space Commission and Fee Structure

The SuperRare DAO community treasury receives a 5% commission on all Primary Sales conducted through a Space. With respect to the remaining 95%, Space Operators are empowered with the ability to configure their own unique commission structures and splits with their Creators doing business through their Space. Creators and Space Operators are expected to develop their own legal agreements and arrangement related to their activities through or in associations with a Space. The 3% Marketplace Fee discussed herein still applies to all Space related Primary and Secondary sales.

F. $RARE

The $RARE Token is an ERC-20 token created and governed by the Protocol smart contract: 0xba5Bde662c17e2aDFF1075610382B9B691296350. In its current form, $RARE represents a fractionalized governance interest in aspects of curatorial decision-making and protocol maintenance within the SuperRare DAO. The functionality of privileges or rights associated with $RARE Token ownership are not under the direct control of the Company and may be modified, optimized, rescinded, or otherwise subject to change by only the RareDAO Foundation, a Cayman Island Foundation established to help govern the SuperRare DAO, and the independent efforts or decisions of $RARE token holders. $RARE Token holders are not entitled to profits and losses, no rights to distributions and dividends, and no rights to ownership of the Foundation or the Company. $RARE Token holders have no possessory interest, title, deed, economic right, or claim to any capital, equity, endeavor, venture, or commercial entity, including the Company. $RARE Tokens do not represent an investment contract, a commercial contract, debenture, equity interest, option, or a

contract of any kind. Possessing $RARE does not give you any ownership interest, control, or claim in equity, law, or bankruptcy to any Company or Foundation assets, capital, intellectual property, title, profits, Creator, NFTs, royalties, profits, dividends, or other property of any kind. The Company is not controlled by, owned by, or governed by $RARE Token holders. The value of the commercial entity that is the Company bears no direct relationship to the price of $RARE on secondary markets or private sales. The listing of the $RARE Token is done so at the behest and independent initiative of third-party exchanges and the Foundation and is substantially unrelated to the business operations and assets of the Company. The price or value of $RARE at any given moment is wholly and completely outside of the control of the Company.

IX. Terms for Users of SuperRare Spaces

Space Operators, Creators doing independent business with a Space Operators, and Users who buy Creator NFTs from SuperRare Space expressly agree to these "Terms for SuperRare Space Users" (and the rest of these Terms), which govern their use of the Services. These "Terms for SuperRare Space Users" apply equally to all other Users to the fullest extent possible. Accordingly, Space Operators must strictly abide by all terms, rules, and policies included in these Terms and must not engage in any activity, or encourage or cause one of its Creators to engage in any activity, that would violate these Terms. Space Operators are those entities, and their agents, affiliates, and successors, that are identified in the Protocol Space Operator Registry or that have otherwise deployed or own a Space NFT Contract. Space Creators are those Creators that have been registered by a Space Operator. You are liable to any third parties harmed by your failure to honor these "Terms for SuperRare Space Users."

A. The Services Enables Access to Space-Related Protocol Functionality

This Services provides a customizable graphical user interface that enables Spaces Operators to actively curate, design, and conduct NFT releases on SuperRare with participating Creators and for other Users to experience and participate in Space releases. Certain features of the Services may only be available to registered Space Operators or their registered Creators, which may be changed by the Company in its sole discretion. Space Operators understand and agree that their use of the Services is completely voluntary, and that Space Operators are not restricted in their ability to use other ways of interacting with the SuperRare protocol to perform Space related activities. Space Operators may use the Services to design, schedule, and conduct NFT releases and to configure the relevant Protocol Smart Contracts to effectuate payment splits with Creators and other collaborators. Space Operators hereby agree that they have reviewed, audited, and otherwise approved of the Smart Contract source code that embodies the functionality, features, and privileges associated with being a Space Operator and which is at least partially accessible through the Services. Space Operators and Creators agree that the Company may send or relay information to the relevant Protocol Smart contracts to effectuate commission splits, royalties, or other parameters and hereby release the Company for any act or omission with respect to the Company's interactions with the Protocol Smart Contracts.

B. Space Operators Must Only Sell Original, Authentic Single-Edition Art

As provided by the rest of these Terms, SuperRare is a place for original, non-infringing, and non-pornographic single-edition and multi-edition NFTs. By offering or selling a Creator NFT, the Space Operator is expressly representing and warranting that to the best of its knowledge, the NFT is an original and authentic single-edition or multi-edition NFT and that the NFT or its Creator are not otherwise in violation of these Terms. Space Operators must not register or facilitate sales for

Creators that they know or have reason to believe are likely to be involved in a violation of these Terms or an intellectual property dispute.

C. Only Register Authentic Creators

Space Operators must not register any Creator that that Space Operator does not believe to be an authentic and talented Creator. Space Operators must refrain from onboarding, registering, selling NFTs to, accepting value from, or sending or causing value to be sent to any Prohibited Person (as defined in these Terms). Upon the request of the Company, Space Operators must un-register any Creator that the Company determines is a Prohibited Person or otherwise in violation of these Terms.

D. Space Operators and Their Creators Must Honor Their Contractual Commitments

Space Operators and Space Creators are solely responsible for abiding by and discharging their own respective contractual agreements and bear the entire cost of resolving their disputes. The smart contracts owned and controlled by the Space Operators enable certain programmatic, economic relationships that may be deterministically executed to effectuate economic agreement between Space Operators and Space Creators, but these parties may undertake additional contractual commitments that cannot be settled or otherwise facilitated by the smart contracts. The Company is not a party to any agreement between a Space Operator and a Space Creator and will not be held responsible for the failure of any Space Operator's or Space Creator's failure to honor their contractual obligations. By conducting any transaction involving a Space Operator or Space Creator through the Services, you expressly represent to the Company that the parameters and functionality enabled by the invoked smart contracts are consistent with your contractual expectations and that your transaction does not violate any agreement between you and any third party. If you are a Space Operator, then you agree to the Company that you will exercise extraordinary diligence and transparency in communicating your contractual expectations to your registered Space Creators (including but not limited to, your commission split, your level of promotional support, your split of the Creator's royalty, the price you will accept for a NFT offered for sale, etc.) and that you will not perform any on-chain transaction or modify any smart contract in any manner that would be inconsistent with or violative of the contractual rights of any third party, including but not limited a registers Space Creator.

E. Space Operators Must Safeguard Their Private Keys

Like all other Users of the Services, Space Operators are solely responsible for safeguarding their private keys. However, unlike other Users, Space Operators are trusted curators of the network capable of, among other things, programming commission splits and taking custody of NFTs on behalf of their Creators. As such, Space Operators must take all necessary measures to protect the security of their private keys and assume responsibility for all foreseeable liabilities or damages resulting from security breaches or vulnerabilities involving their Space. Space Operators must immediately notify the Company if the security of their digital wallet is ever compromised.

F. Cooperating with the Company's IP and Content Policies

Space Operator's voluntary use of the Services is subject to the Company's DMCA policy, infringement policies, double minting policy, and other policies provided by these Terms that may require or enable the Company to remove certain content from the Services. Space Operators acknowledge and agree that their operations on the Services, including active auctions for Creator NFTs, may be interrupted by the Company at any time and in its sole discretion due to any

reasonable enforcement of a violation of these Terms. The Space Operator agrees that it must inform the Company of any actual or suspected violation of these Terms and that it must forward to the Company any notice that the Space Operator receives related to a User's violation of these Terms.

G. OFAC Compliance, Sanctions, and Anti-Money Laundering

Space Operators cannot use or allow others to use their Spaces for any type of illegal economic activity. All Space Operators are forbidden from engaging in any type of transaction for the purpose of illegally concealing economic activity, laundering money, violating U.S. sanction, or financing terrorism. Space Operators are forbidden from registering or transacting with any Prohibited Person (as defined in these Terms). Space Operators agree to report any suspicious activity related that they become aware of.

H. Penalties for Violations

Your voluntary use of the Services as a Space Operator may be restricted or modified if the Company determines or suspects that any activity associated with your Space is in violation of the "Terms for SuperRare Space Users" or any other aspect of these Terms. With respect to a Space Operator's role or responsibilities as a member of the SuperRare DAO, the Company is not the ultimate decider of disputes, disagreements, or arguments between Space Operators, its Artists, collectors, or third parties – the community is! Spaces that operate in violation of these Terms risk enforcement by $RARE token holders through the SuperRare Improvement Procedures (or other procedures hereinafter enacted by the DAO), which could result in the suspension or termination of a Space, its respective Artists, or other penalties as may be determined on a case by case basis.

I. Reporting a Space

If you believe that a Space is operating in violation of these Terms or the law, please provide a detailed report to legal@superrare.com.

X. Intellectual Property Disputes & the DMCA

The Company respects the intellectual property rights of others. It is our policy to respond promptly to any claim that Creator Content associated with posted on the Services infringes the copyright, trademark, or other intellectual property rights of any person. The Company will use reasonable efforts to investigate notices of alleged infringement and will take appropriate action under the Digital Millennium Copyright Act (DMCA) and these Terms, including removing or disabling access to Creator Content claimed to be infringing and/or terminating Creator's access to the Services. In the spirit of censorship resistance, and only for take down requests not falling under the DMCA, the Company will typically seek the Creator's affirmative consent before removing or modifying Creator Content pursuant to an infringement notice. The Company reserves the absolute right and authority to modify its takedown policies and to implement additional policies or requirements through other written communications with you. As provided below, you must send all allegations of infringement to the inbox: ip@superrare.com.

A. Intellectual Property Disputes are Between the Rights Holder and the Alleged Infringer

The Company requires Creators to address, resolve, and settle claims infringement directly with the complaining party. The Company may respond to infringement complaints on its own behalf, but never on the behalf of any Creator. For claims of infringement not formally complying with the

requirements of the DMCA, the Company will require the complaining party to settle with directly the allegedly infringing creator and may refuse to remove or restrict access to content unless and until the involved parties arrive at a settlement. The Company will cooperate with settlements between the involved parties that involve the removal of content from the Services, or other modification to Creator Content as it appears on the Services (i.e., #tags, artwork descriptions). You agree that you will expressly release the Company, and require the counterparty of any dispute relating to your activities using the Services to release the Company. By minting artworks through the Services, you consent in advance to the disclosure of your email address (or other contact information given to us) to parties accusing you of infringement or Owners of your minted NFTs that are involved in an allegation of infringement.

B. The DMCA Process and Procedure

The Digital Millennium Copyright Act (the "DMCA") provides a process for a copyright owner to give notification to an online service provider concerning alleged copyright infringement. When an effective DMCA notification is received, the Company is required to take down the allegedly infringing content. On taking down content under the DMCA, we will forward the notice to the appropriate Users and take reasonable steps to contact the Creator responsible for minting the removed content so that a Counter-notification may be filed if applicable. On receiving a valid Counter-notification, we generally restore the content in question, unless we receive notice from the DMCA complainant that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity. Our Privacy Policy does not protect any information contained in any DMCA Take-Down Notice or Counter-notification. If you have any questions about your rights, copyright infringement, or the notification and counter-notification process under the, we recommend that you speak with an attorney.

C. Filing a DMCA "Take Down" Notification

If you are a copyright owner or an agent thereof and believe that any Content on the Services infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing us with the following information in writing (see 17 U.S.C. § 512 for further detail).

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works at that Services.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. ****Providing URLs in the body of your DMCA notification is the best way to help us locate content quickly***
4. Information reasonably sufficient to permit us to contact you (the complaining party), such as an address, telephone number, and an electronic mail address at which you (the complaining party) may be contacted.
5. A statement that you (the complaining party) have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you (the complaining party) are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

7. **(Optional) Provide information, if possible, sufficient to permit us to notify the user(s) who posted the content that allegedly contains infringing material.

If you knowingly and materially misrepresent to us that Creator Content or an activity is infringing, you shall be liable to us and possibly others for any damages, including costs and attorneys' fees incurred by us or others in removing or disabling access to the material or activity claimed to be infringing, costs or attorney's fees in responding to your notice, or costs in replacing the removed material or enabling access to it. We may ignore any copyright-related notices that do not strictly comply with the requirements of the DMCA. If you submit a DMCA or other type of infringement complaint to us, you are representing that you have considered in good faith the allegedly infringing Creator's fair use defenses and have determined that no such fair use defense applies.

D. Responding to a DMCA Notice with a Counter-Notification

We will take reasonable steps to promptly inform you if your content has been taken down upon receipt of an effective DMCA Infringement Take-Down Notification. If you believe that the content that was removed or to which access was disabled is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to mint and use the material, you may send us a Counter Notification containing the following information:

1. Your physical or electronic signature;
2. 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 disabled;
3. A statement that you have "a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material"; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the U.S. district court in the state in which you reside (or the U.S. district court where our headquarters are located if your address is outside of the United States), and a statement that you will accept service of process from the person who provided notification of the alleged infringement to us.

You have ten (10) business days after receipt of a DMCA take-down Notice to send us an effective Counter Notification or the allegedly infringing material may not be restored.
Any person who knowingly materially misrepresents that material or activity is infringing or that any material or activity was removed or disabled by mistake or misidentification, shall be liable to us or others for any damages, including costs and attorneys' fees incurred by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or enabling access to it. Your failure to submit a Counter Notification under the DMCA signals to us that you are conceding to the complainant's allegations of infringement and is taken into consideration by us in determining whether to invoke our repeat infringer policy (discussed below)

E. Where to Send a DMCA Request

You should submit your DMCA Take-Down Notices and Counter Notifications to us by email.
✉️ **Email Address**: ip@superrare.com
Subject/Heading of Email: SuperRare DMCA Take Down Notification
If by mail (response times may be longer for paper notices):

SuperRare Labs Inc.
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

F. DMCA Notices Must Comply With These Requirements

Official DMCA Notices and Counter Notifications must provide **all** the information described above in order to be effective. If your DMCA Notice is ineffective, we may ignore it and have no obligation to remove the allegedly infringing content.

G. Other Types of Intellectual Property Disputes

You may also provide us notice that content on the Services infringes your trademarks, rights of publicity, or other intellectual property rights. Such notices will not be treated as DMCA notices to the extent they do not involve allegation of copyright infringement that are at least effectively compliant with the DMCA. The Company assumes no obligation and makes no promises to remove or restore content subject to a trademark or right of publicity infringement claim.

H. The Company May Publicly Publish Your Infringement Complaints

In the interests of transparency and providing all buyers notice of potential claims against allegedly infringing Creator NFTs, the Company may publicly publish the details of your infringement complaints, including all attachments, allegations, claims, details, and other information or arguments provided by you in connection with an allegation of infringement. By sending an allegation of infringement to the ip@superrare.com inbox (or any other @superrare.com address) you consent to the public disclosure of your infringement allegations. By minting Creator NFTs through the Services, Creator's expressly waive any expectation of privacy relating to allegations of infringement made against them and consent in advance to the public disclosure of infringement complaints made against them.

I. SuperRare Labs Has the Right to Remove Allegedly Infringing Content

The Company reserves the absolute right to remove, modify, or restrict access to any Creator Content that allegedly infringes another person's copyright or intellectual property right. Consequently, the Company's decision to remove or restrict access to Creator Content may restrict your ability to sell, access, or view the Creator Content or associated Creator NFT through the Services. The Company shall not be liable to a Owner or Creator of an NFT that was subsequently taken down by Company pursuant to a allegations of infringement, or otherwise due to an actual or suspected violation of these Terms.

J. The Company Will Terminate Repeat Infringers' Or Other Violators Accounts

The Company implements a strict "repeat infringer" policy, which requires it to terminate a User's access to the Services if, under appropriate circumstances and in the Company's sole discretion, the User is determined to be a repeat infringer. This may include restricting the User's minting privileges, terminating a User's account, removing the User's minted content, or otherwise restricting access to the Services. The Company also reserves the right to similarly restrict your account or content at any time for reasons other than intellectual property infringement, such as but not limited to, minting

pornographic content or hateful content, engaging in excessive or suspicious minting conduct, duplicate minting, or for any violation of these Terms.

K. Infringers May Be Liable to Collectors

Creators expressly agree to refund the Owner of a Creator NFT the entire portion of ether (ETH) (or other form of value) received from the Owner from a sale of a Creator NFT that was removed from the Services or voluntarily burnt by the Owner pursuant to an infringement complaint. The Company, under any circumstance, will not be held liable to any Owner, Creator, or User for removing allegedly infringing content from the Services or otherwise fulfilling its legal obligations under the DMCA.

L. User Agree to Cooperate with the Company in Responding to Violations of These Terms

Creators, Collectors, and all Users expressly agree to cooperate and timely respond to the Company's investigations, instructions, requests, and inquiries related to DMCA disputes, other allegations of infringement, or other violations of these Terms. Users agree to "burn" (i.e., permanently remove from circulation) or transfer a Creator NFT upon the Company's request subject to other terms or conditions imposed by the Company. While the Company may play a role in administering or facilitating actions taken in response to infringement complaints, Creators are solely responsible for coordinating with and remedying an Owner of a Creator NFT that was removed from the Services or burnt because of an infringement complaint, or other violation of these Terms.

XI. We May Contact You if You Create An Account

By creating an account or providing us your email, you consent to receive electronic communications from the Company. These communications may include notices about your Account and are part of your relationship with us. We may also send you promotional communications via email we think will be of interest to you. You understand that you are not required to provide this consent as a condition of using the Service and you may opt out of these communications through the Service or through your mobile device's operating system (with the possible exception of important service announcements and administrative messages) by following the unsubscribe instructions provided. Please visit our Priacy Notice here for more information.

XII. Indemnification

You agree to defend, indemnify and hold harmless SuperRare, its officers, directors, employees, agents, successors, assigns, suppliers, vendors, and affiliates (the "Company Parties") from and against any and all claims, demands, causes of action, liabilities, losses, damages, judgments, costs, fees, expenses (including without limitation, attorneys' fees and settlement costs), and losses, of any kind or nature, whether or not rightfully asserted, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, (collectively, "Claims"), arising out of or in any way related to: (a) the actual or alleged breach of these Terms by you or anyone using your account or digital wallet; (b) the actual or alleged misuse or illegal use of the Services, Services, or Smart Contracts, by you or anyone using your Account or acting in concert with you; (c) the actual or alleged misuse, or illegal use, or breach of security, by anyone of your Account or digital wallet; (d) the creation, promotion, publication, advertising, marketing, sale, or distribution of the NFTs that you mint or any Content that you contribute to the Services,

including, without limitation, Claims involving the actual or alleged infringement of any third party intellectual property rights; (e) your violation of the rights of or obligations to a third party, including other Users; (f) your negligence or willful misconduct; and (g) the alleged or actual failure by the Company to act or fail to act in any way with regard to the Services, Services, Smart Contracts, or your Account, unless the Company intended the acts and resulting injury. You agree that the Company will have control of the defense or settlement of any and all Claims. You agree to promptly notify the Company of any and all Claims and to cooperate with the Company in defending or resolving any and all Claims. This Indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and the Company.

XIII. Disclaimers

These disclaimers are provided in addition to other disclaimers expressly made or implied in these Terms. Your access to and use of the Services and Services is at your own risk. You understand and agree that the service is provided on an "as is" and "as available" basis and the Company expressly disclaims warranties or conditions of any kind, either express or implied. The Company (and the Company Parties) make no warranties or representations and disclaim all responsibility as to whether the service: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; (c) will be accurate, reliable, complete, legal, or safe; (d) will be used by other Users in any manner that causes harm to you. The Company disclaims all other warranties or conditions, express or implied, including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. The Company will not be liable for any loss of any kind from any action taken or taken in reliance on material or information, contained on the service. While the Company attempts to make your access to and use of the service safe, the Company cannot and does not represent or warrant that the service, content, content linked to or associated with any NFTs, or any NFT you interact with using our service or our service providers' servers are free of viruses or other harmful components. We cannot guarantee the security of any data that you disclose online. No advice or information, whether oral or obtained from the Company parties or through the service, will create any warranty or representation not expressly made herein. You accept the inherent security risks of providing information and dealing online over the internet and will not hold the Company responsible for any breach of security.

We will not be responsible or liable to you for any loss and take no responsibility for any use, storage, decay, failure, transfer, modification, or interruption of any NFTs or Creator Content linked to or associated with NFTs, including but not limited to any losses, damages, or claims arising from: (a) user error, incorrectly constructed transactions, or mistyped addresses; (b) server failure or data loss; (c) unauthorized access or use; (d) any unauthorized third-party activities, including without limitation the use of viruses, phishing, bruteforcing or other means of attack against the Services or your NFTs; or (e) any failure, interruption, or exploit of the Ethereum blockchain or any smart contract.

Some jurisdictions do not allow the exclusion of certain warranties and limitations of liability provided in this Section. If you are in such a jurisdiction, some of the limitations and disclaimers provided throughout these Terms may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted by such applicable law.

No information or statements available on or in connection with Services, the Company's social media outlets (i.e., Instagram, twitter, etc.) should be regarded as a suggestion to engage in or refrain

from any investment-related course of action. The Company and its affiliates are not undertaking to provide investment or financial advice. Information or statements provided by Company relating to the merit or sales history of NFTs do NOT constitute any guarantee of future performance and undue reliance should not be placed on them. Purchasing NFTs necessarily involves known and unknown risks and uncertainties, which may cause actual performance and financial results to differ materially from any projections of future performance or result expressed or implied by information or statements contained herein.

XIV. Acknowledgements; Assumption of the Risk

You accept and acknowledge:

- The value of an NFTs is subjective. Prices of NFTs are subject to volatility and fluctuations in the price of cryptocurrency can also materially and adversely affect NFT prices. You acknowledge that you fully understand this subjectivity and volatility. You may lose significant amount of money by buying or trading NFTs.
- The technology utilized in delivering the Services and Services depends on experimental, public peer-to--peer-networks such as the Ethereum blockchain that are not under the control or influence of the Company and are subject to many known (and unknown) risks and uncertainties.
- You acknowledge and agree that the costs and speeds of transacting on Ethereum are variable and may increase or decrease dramatically at any time, resulting in prolonged inability to access or use ETH or other cryptocurrency, NFT(s), or other digital assets associated with the Service.
- Your access and use of the Services may be interrupted from time to time for any of reason
- Advances in code cracking, or technical advances such as the development of quantum computers, may present significant risks to the Ethereum blockchain, the Service, NFTs, and other digital assets, including the theft, loss or inaccessibility thereof.
- You are not guaranteed the ability to enforce your purported rights as an NFT Owner
- 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, and could therefore also negatively impact the potential value or utility of NFTs.
- 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 utility or value of NFTs.
- 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. The Company is not responsible for determining, withholding, collecting, reporting, or remitting the taxes that apply to your assets or NFTs.
- There are risks associated with purchasing NFTs associated with content, goods, or services created or offered by third parties (i.e., Creators, Space Operators), including but not limited to, the risk of purchasing counterfeit or infringing NFTs, mislabeled NFTs, non-fulfillment of promises associated with NFTs, NFTs that are vulnerable to metadata decay, dynamic or changing NFTs metadata, smart contract pauses, smart contracts bugs or other vulnerabilities, and items that may become untransferable. You represent and warrant that

you have done sufficient research before making any decisions to sell, obtain, transfer, or otherwise interact with any NFTs or Creators.

- Spaces Operators are independent of the Company, not under the Company's control, and not necessarily endorsed or supported by the Company. The Company enables their access to the SuperRare Protocol out of good faith recognition of their status as a community-approved curator.
- We do 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. Additionally, blockchain transactions are irreversible and the Company has no ability to reverse any transactions on the blockchain.
- There are risks associated with using and blockchain based services, 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 third-party wallet or Account. You accept and acknowledge that the Company will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the Service or the Ethereum network, however caused.
- Terms and conditions or pricing of third party services provider and/or vendors may change and may result in a change to the Services
- The Company reserves the right to hide collections, contracts, and NFTs and to index or otherwise make available NFTs not originating from the SuperRare Protocol. NFTs you purchase may become inaccessible on the Services. Under no circumstances shall the inability to view items on the Services or an inability to use the Service in conjunction with the purchase, sale, or transfer of items available on any blockchains serve as grounds for a claim against the Company.
- Creator Content associated with your NFTs and stored on IPFS may be restricted and permanently unavailable. You agree to keep a local download the Creator Content associated with your NFTs.
- If you have a dispute or settlement with one or more users, you must release us from claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include those claims which you may know or suspect to exist in your favor at the time of agreeing to this release

XV. Limitation of Liability

To the fullest extent permitted by law, you agree that in no event will the Company or its service providers be liable to you or any third party for any lost profit or any indirect, consequential, exemplary, incidental, special, or punitive damages arising from these Terms or the Service, products or third-party Services 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 the Company 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 service. Access to, and use of, the Service, products or third-party sites, and products are at your own discretion and

risk, and you will be solely responsible for any damage or loss to your computer system, NFTs, digital assets, or mobile device.
Notwithstanding anything to the contrary contained herein, in no event shall the maximum aggregate liability of the Company arising out of or in any way related to these terms, the access to and use of the Service, content, NFTs, or any of the Company's products or services exceed the greater of (a) $100 or (b) the amount directly received by the Company for its service directly relating to the assets 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.

XVI. Arbitration Agreement & Waiver of Certain Rights, Including Class Actions

Please read this section carefully because it limits certain rights, including the right to maintain a court action, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in Delaware Rapid Arbitration Act, and the right to certain remedies and forms of relief. Other rights that you or the company would have in court also may not be available in arbitration. This section does not govern disputes between users or between users and third parties. The Company does not provide dispute resolution services for such disagreements and the parties must resolve those disputes directly.

A. You and The Company Agree to Binding Arbitration and To Waive a Jury Trial

You and the company agree to resolve any disputes between us through binding and final arbitration, other than claims that qualify to be brought in small claims court. You waive your right to any jury trial of any claim against the company and its officers, directors, employees, agents, successors, assigns, affiliates, shareholders, parents, subsidiaries, agents and licensors. The company waives its right to any jury trial of any claim against you.

Any and all disputes, controversies, claims and counterclaims, arising between You and The Company of any type or nature whatsoever, including but not limited to those relating to these Terms of Service, our Services, an NFT, or any transaction conducted through the Services, other than those that qualify to be brought in small claims court, ("Disputes") must be submitted for binding arbitration under the Delaware Rapid Arbitration Act. But first, You and the Company both agree to engage in good-faith efforts to resolve disputes prior to either party initiating an arbitration, small claims court proceeding, or equitable relief for intellectual property infringement. The arbitration will be heard and determined by a single arbitrator, who may decide whether a dispute is subject to arbitration, and whose decision on all issues will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and The Company agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities, regulatory authorities, or other governmental agencies.

This arbitration agreement does not preclude You or the Company from seeking action by federal, state, or local government agencies consistent with these Terms. Specifically, the right of You and the Company may bring qualifying claims in small claims court. In addition, You or the Company may ask any court of competent jurisdiction to compel arbitration of any dispute, other than one that qualifies to be filed in small claims court, or to enforce the arbitrator's award. Other than small claims actions and actions to compel arbitration or enforce the arbitrator's award, The Company and You must arbitrate all Disputes.

B. Arbitration Costs

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Company will pay as much of the administrative costs and arbitrator fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

C. Class Action Waiver

You may not act as a class representative nor participate as a class member of any class claimants with respect to any claim. Claims may not be arbitrated on a class, collective, or representative basis. You may only bring individual claims, and the arbitrator may only decide individual claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

XVII. Governing Law and Venue

These Terms and your access to and use of the Service shall be governed by and construed and enforced in accordance with the laws of the State of Delaware (without regard to conflict of law rules or principles of the State of Delaware, or any other jurisdiction that would cause the application of the laws of any other jurisdiction). Any dispute between the parties that is not subject to arbitration as set forth herein or cannot be heard in small claims court, shall be resolved in the state or federal courts of New Castle County in the State of Delaware, and the United States, respectively, sitting in the State of Delaware.

XVIII. Termination

If you breach any of the provisions of these Terms, all licenses and privileges granted by the Company will terminate automatically. Additionally, notwithstanding anything contained in these Terms, we reserve the right, with or without notice and in our sole discretion, to suspend, disable, terminate, or delete your Account and/or your ability to access or use the Service (or any part of the foregoing) at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us.

XIX. 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.

XX. Injunctive Relief

You agree that a breach of these Terms will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and Company 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.

XXI. 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.

XXII. Export Laws

You agree that you will not export or re-export, directly or indirectly, the Service, and/or other information or materials provided by Company 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 Service 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 Service, 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.

XXIII. 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 the Company or you. Termination will not limit any of the Company's other rights or remedies at law or in equity.

XXIV. Miscellaneous

These Terms constitute the entire agreement between you and the Company relating to your access to and use of the Service. The Company'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.

We reserve the right to assign our rights without restriction, including without limitation to any Company affiliates or subsidiaries, or to any successor in interest of any business associated with the Company. In the event that the Company is acquired by or merged with a third party entity, we reserve the right, in any of these circumstances, to transfer or assign the information we have collected from you as part of such merger, acquisition, sale, or other change of control. You may not assign any rights and/or licenses granted under this Agreement. Any attempted transfer or

assignment by you in violation hereof shall be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns. The Service is operated by us in the United States. Those who choose to access the Service from locations outside the United States do so at their own initiative and are responsible for compliance with applicable local laws. The Company reserves the restrict to restrict or prevent your access to the Services based on your location. You and the Company agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms.

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.

If you have any questions about these Terms please contact legal@superrare.com.